

College Real Estate Property Management
5020 B College Corner Pike
Oxford, OH 45056

Lease Agreement

DWELLING ADDRESS_____UNIT #_____

DATE OF LEASE	TERM OF LEASE	RENT	GRAND TOTAL	DEPOSIT

MOVE IN DATE: MOVE OUT DATE:

MAKE ALL CHECKS PAYABLE TO: **College Real Estate Property Management**
ALL CHECKS ARE TO BE SENT TO THE PROPERTY MANAGEMENT COMPANY AT THE ABOVE ADDRESS.

Emergency calls: All regular business should be taken care of during office hours, Monday thru Friday between 9am – 5pm. In an emergency, call 513-523-6658 for instructions. An emergency is defined as one in which either tenant or property will suffer loss if a situation goes uncorrected until the office is next open.

PLEASE PRINT CLEARLY:

LEGAL NAME: _____ LEGAL NAME: _____
PHONE NUMBER: _____ PHONE NUMBER: _____
EMAIL: _____ EMAIL: _____

LEGAL NAME: _____ LEGAL NAME: _____
PHONE NUMBER: _____ PHONE NUMBER: _____
EMAIL: _____ EMAIL: _____

I. JOINT AND SEVERAL LIABILITY

The Tenants hereby agree that they are jointly and severally liable for the performance of all obligations created by this contract or imposed by law. Each tenant guarantees the faithful performance of this contract by all other tenants and agrees to pay the full amount of the stipulated rent no matter how many occupants remain in the dwelling. It is expressly understood that this Lease is for the entire Term regardless of any other reason tenant(s) is unable to occupy or continue occupying the Premises.

PLEASE INITIAL BELOW THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED ON THIS PAGE.

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II. SECURITY DEPOSIT

The deposit indicated above is to be paid in full at the time this agreement is signed. Said deposit is to be held by the property owner and shall not be applied toward any monthly payment but may be held by the property owner as partial liquidated damages in the event of default. If this agreement is terminated by the Lessee for any reason prior to the end of the term of the lease, the deposit will be forfeited. The forfeiture of the deposit in no way excuses the tenant of the obligations created by this lease or imposed by law.

Within 30 days after the completion of the rental agreement, the security deposit shall be returned to the tenants, less any amounts due for damages suffered to the premises and less any other amounts due the lessor as herein agreed. Any such deductions shall be itemized by the lessor and delivered to the tenants with the balance due. For tenants to receive the return of their security deposit, if any, tenants are required by law to provide the lessor with a self-addressed stamped envelope with which this written notice and deposit may be sent.

III. FEES

a. LATE RENTAL FEES

All rents are due on the FIRST day of the month and are to be paid in full in one payment on due date. Any tenant whose payment is more than 5 days overdue will be charged a late fee. There are **no exceptions** to due date of rental payments. **If you leave town/country, rent is still due on the 1st of each month. You must either pay the rent before you leave or make your payment online.**

All rent must be paid on the date it is due. Rent must be paid in full to occupy. Landlord reserves the right to deny possession of the Leased Premises at the commencement of the Lease Term if the rent and/or security deposit is not paid in full.

b. RETURNED CHECKS

Any rental payments made by check shall be charged a handling fee if the check is returned unpaid. Payment of the late charge shall not cure any default of this Lease by Tenant(s), nor shall Landlord's acceptance of rent past due or late charges be considered a waiver of any default of Tenants(s), including Landlord's right to eviction proceedings.

c. KEY REPLACEMENT/LOCK-OUT

There will be a fee to let people into their units for lockouts and/or lost or misplaced keys after normal business hours. This fee will be charged to their tenant account and must be paid within 30 days or will be subject to late penalties.

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IV. ASSIGNMENT/SUBLETTING

Tenant(s) agrees not to sublet said premises, or any part thereof, without the written consent of the lessor and all signed parties of the lease agreement. Any sublease or lease replacement is subject to additional fees and forms.

In the event one or more of the tenants named in this lease desires to vacate the premises, it shall not be the obligation of the lessor to find suitable sublease of the premises and remaining tenants shall be responsible for all obligations (including unpaid rent) under this lease agreement. Any assistance given in securing replacement tenants by the lessor shall in no way excuse the tenant's rent obligation or any other obligations enumerated herein. If the lessor is able to secure a sub-leasee, there will be a charge for this service.

V. CONDITIONS OF PREMISES.

Tenant(s) acknowledges that no representations, written or verbal have been made by the landlord or his agent as to any repairs that will be made to the property prior to Tenant(s) occupancy unless stated in writing and signed by agent. Tenant(s) further acknowledge that they have seen the Leased Premises and accept it in its present condition.

Tenant agrees to deliver said premises in as good order and repair as when first received, natural wear and tear excepted.

VI. INSURANCE/LOSS/LIABILITY

Landlord and Tenant(s) shall each be responsible for maintaining appropriate insurance for their respective interests. Tenant(s) must always provide their own renter’s insurance while occupying the Property. The Property Owner’s insurance does not cover any of Tenant(s)’ personal belongings.

Tenant(s) hereby acknowledge and understand that Landlord will not provide any insurance coverage for Tenant’s property and shall not be liable to any damage or loss of property, or injury to Tenant(s), nor their guests, family, or occupants. The Landlord will not be liable for any personal injury to Tenant(s) or damage or loss to Tenant’s property, including but not limited to any injury, loss, or damage caused by burglary, assault, vandalism, theft, or any other crimes.

Should fire destroy or damage said premises so as to make them untenable, this lease shall cease from date of fire.

The Landlord will not be liable for any personal conflict among Tenants, tenant’s guest(s), or with any other Tenant(s) or neighbor(s). Therefore, a conflict between Tenants does not constitute grounds for termination of this Lease.

Tenants are responsible for any and all damages caused by their own visitors. All tenants and their guests will conduct themselves in a mannerly fashion and shall be respectful to their neighbors.

Failure to do so could result in eviction.

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VII. UTILITIES

All necessary utilities shall be provided by the tenant at their own expense. In multi-unit buildings, tenants will be billed a proportionate share of utilities that are not separately metered and billed unless notified differently. The tenant assumes sole responsibility for telephone service and internet service, including, but not limited to, interior wiring and equipment.

Landlord will disconnect the utilities that are in their name on the date of commencement of this lease. It is the responsibility of the tenant to have said utilities connected and placed in their name. The tenant or tenants agree to pay for the initiation fee of $50.00 to have the water turned back on and for all necessary cleaning (including sanitization and deep cleaning of carpet) to bring said premises to a condition satisfactory for a new tenant. Said cleaning to be charged to said tenants on a labor and material basis and to be itemized on the security deposit transmittal form. It is agreed by the tenant that these charges are to be deducted from their security deposit or damage deposit prior to its return.

VIII. EXTERMINATOR/PEST CONTROL

If from the beginning of this lease term or 30 days after the termination of this lease, an extermination service is necessary to rid the premises of bugs, cockroaches, rodents, bed bugs, or other infestations, then the cost thereof shall be paid by the tenants or if this lease agreement is terminated, then shall be charged to tenants' damage deposit.

IX. DAMAGES/REPAIR & MAINTENANCE

Tenant agrees to pay for any damages done to their occupied dwelling unit during their term of occupancy at the cost of repair or replacement. Damages are to be construed as any items that were not noted on the move-in occupancy inspection report. Any damages or tenant caused maintenance charged to tenant during the lease term must be paid within 30 days of when the charge was posted or will be subject to late penalties.
Excessive abuse to carpets and other floor coverings due to a lack of normal maintenance shall be charged on a pro-rated basis on a five-year replacement straight line depreciation, painted surfaces are pro-rated on a three-year basis. All damages shall be charged on a labor and material basis. All keys are due at the end of the lease or when property is vacated, any unreturned keys or garage openers are subject to fees.

X. RENEWABILITY

This agreement is not automatically renewable. If the tenant desires to negotiate for renewal of this Lease, tenant must notify the landlord. The terms of any such renewal lease shall be as agreed upon by the landlord and tenant for the new term and shall not necessarily be the same terms as the previous lease.

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XI. TENANT OBLIGATIONS

In accordance with Ohio Revised Code §5321.05, Tenant(s) shall do the following:

a. Keep the Premises safe and sanitary;
b. Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;
c. Keep all plumbing fixtures in the Premises as clean as their condition permits;
d. Use and operate all electrical and plumbing fixtures properly;
e. Comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes;
f. Personally refrain and forbid any other person who is on the premises with Tenant's permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises;
g. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by Landlord and required to be maintained by the tenant under the terms and conditions of the Lease agreement;
h. Conduct themselves and require other persons on the premises with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment of the premises;
i. Tenant shall not unreasonably withhold consent for Landlord to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels that are too large for tenant's mail facilities, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

In addition to all the terms of this Lease agreement, Tenant is obligated to adhere to the aforementioned obligations specifically listed in the Ohio Revised Code. Tenant also acknowledges and understands that Ohio Revised Code §5321.05(C) permits Landlord to recover for any actual damages, together with attorney fees, for any violation of the aforementioned obligations.

Additionally, Landlord reserves the right to terminate the Lease agreement and/or to maintain an action for the possession of the premises in the event of a violation of the aforementioned Tenant obligations.

Tenants shall report any issues, such as plumbing, water leaks, or others to Landlord immediately upon discovery so as to prevent further damage to the property. Failure to immediately notify the Landlord of any issues to mitigate further damage will result in a violation of this Lease Agreement and the costs of repairs and damages will be charged to Tenant(s).

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XII. LANDLORD'S RIGHT TO ENTRY AND INSPECTION

Tenant(s) shall permit the Landlord, its Agent or employees and any designated individuals to "except in the case of emergency or if it is impracticable to do so, give the tenant reasonable notice of the landlord's intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary (ORC 5321.04 (10) (B))." A maintenance or management request by one of the Tenants in the Leased Premises constitutes permission for the Landlord, its agents, and its employees, to enter the Premises, unless specified otherwise in the request.

Tenant agrees to assume financial responsibility for additional charges of a subcontractor or designated individual whose entry to the Premises was hampered or prohibited by any actions of Tenant(s), guests of Tenant(s), or conditions caused by Tenant(s). Landlord may enter the Premises without notice in an emergency, as permitted by law. Landlord may show the Premises during reasonable hours to prospective Tenants, purchasers, or owners as long as proper notice was given.

In addition to any other obligations set forth in this Lease, Landlord shall comply with Ohio Revised Code 5321.04 and Tenant shall have all rights provided pursuant to Ohio Revised Code §5321.07.

XIII. COMPLIANCE WITH CITY OF OXFORD HOUSING INSPECTIONS

The City of Oxford inspects every rental property on a biannual basis. These inspections are focused on the safety of the premises; including the safe use of the premises by Tenant(s) as outlined in this Lease. Tenant(s) will be notified if the inspection fails due to tenant negligence, Tenant(s) will be charged a violation fee set forth by the City of Oxford. If the violation is not corrected immediately, Tenant(s) may be evicted for non-compliance and breach of this agreement.

XIV. OCCUPATION OF PREMISES/ DEFAULT

Only the Tenant(s) listed on this Lease Agreement and whose signature is signed to this Lease Agreement shall occupy the premises. Anyone found to be occupying the unit that is not a party to this Lease Agreement will constitute a violation of this Lease Agreement and may result in the immediate termination of your tenancy.

If Tenant(s), by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant(s) shall be considered in default of this Lease **(breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).**

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In case of such default, Landlord may deliver a written notice to the Tenant in default specifying the acts and omissions constituting the default and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the default is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following: (a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate; (b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, Landlord may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement; If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant, subject to the provisions of this Lease Agreement.

XV. PERSONAL PROPERTY LEFT ON PREMISES

If Tenant(s) leave personal property or furniture on the leased property before or after the lease term, we may choose to remove or discard it with no responsibility or liability to Tenant(s) or its return or value. We may, only as a courtesy with no obligation, temporarily store the items and try to notify Tenant(s). We may also charge Tenant(s) for removal and/or storage expenses. We cannot be responsible for personal property left on the leased property.

XVI. CONSTRUCTION AND SEVERABILITY

Landlord and Tenant(s) agree that each provision of this Lease shall be deemed severable and, if for any reason any provision is invalid, unenforceable, or contrary to law, the applicability of validity of any other provisions of this Lease shall not be affected.

XVII. HEADINGS

The headings contained in this Lease are for convenience and reference only and in no way change or explain the interpretation or meaning of any of the provisions in this Lease.

XVIII. ENTIRE AGREEMENT/AMENDMENTS

This Lease contains all of the understandings relating to the leasing of the Premises and the Landlord's obligations in connection therewith. This Lease is the entire agreement between Landlord and Tenant(s), there being no oral condition, representations, warranties, or agreements. Any subsequent modifications of this Lease shall not be valid unless in writing and signed by Landlord or Landlord's agent.

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XIX. MANDATORY DISCLOSURES

LEAD WARNING STATEMENT:

HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASE PAINT.

LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSORS MUST DISCLOSE THE PRESENCE OF LEAD-PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. LESSEES MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.

CIVIL RIGHTS:

IT IS ILLEGAL, PURSUANT TO THE OHIO FAIR HOUSING LAW, DIVISION (H) OF SECTION 4112.02 OF THE OHIO REVISED CODE AND THE FEDERAL FAIR HOUSING LAW, 42 U.S.C.A.

3601, TO REFUSE TO SELL, TRANSFER, ASSIGN, RENT, LEASE, SUBLEASE, OR FINANCE HOUSING ACCOMMODATIONS, REFUSE TO NEGOTIATE FOR THE SALE OR RENTAL OF HOUSING ACCOMMODATIONS, OR OTHERWISE DENY OR MAKE UNAVAILABLE HOUSING ACCOMMODATIONS BECAUSE OF RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS AS DEFINED IN SECTION 4112.01 OF THE REVISED CODE, ANCESTRY, MILITARY STATUS AS DEFINED IN THAT SECTION, DISABILITY AS DEFINED IN THAT SECTION, OR NATIONAL ORIGIN OR TO SO DISCRIMINATE IN ADVERTISING THE SALE OR RENTAL OF HOUSING, IN FINANCING OF HOUSING, OR IN THE PROVISION OF REAL ESTATE BROKERAGE SERVICES.

IT IS ALSO ILLEGAL, FOR PROFIT, TO INDUCE OR ATTEMPT TO INDUCE A PERSON TO SELL OR RENT A DWELLING BY REPRESENTATIONS REGARDING THE ENTRY INTO THE NEIGHBORHOOD OF A PERSON OR PERSONS BELONGING TO ONE OF THE PROTECTED CLASSES. (EFFECTIVE 3/25/2008)

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RULES AND REGULATIONS

The foregoing list of Rules and Regulations hereafter are made a part of this Lease Agreement and is hereby incorporated into the Lease Agreement in its entirety. The following Rules and Regulations are in addition to all other provisions and requirements already stated and set forth in this Lease Agreement.

1. NO PETS shall be allowed at any time unless given permission by College Property Management via a signed Pet Addendum and a non-refundable pet fee. There will be a fine charged for any unauthorized pets plus a per day charge from discovery until removal of animal. If a tenant has an emotional support animal, proper documentation must be presented to College Property Management by tenants' medical professional and must be dated on or before the animal's presence in said premise.
2. The sidewalks, entry passages, elevators, halls, public corridors, and stairways shall not be obstructed by the tenants or used by them for any purpose other than ingress or egress.
3. No tenants or their guests shall cause excessive noise or disturbances at any time, and no loud radio, television, or stereo before 8:00 a.m. or after 10:00 p.m. Tenants shall abide by local noise and sound ordinances.
4. No additional locks shall be put upon any door or locks changed without written consent of Landlord and copies of keys given to Landlord.
5. Tenants shall make no changes of any nature in the dwelling unit, including painting, redecoration, removal of doors, replacement or re-keying of locks, and installation of storm doors, without first obtaining written consent from the lessor or his agent.
6. The lessor or his agent shall have the right to enter said premises at any reasonable time to examine the premises, make such repairs, additions, or alterations as may be necessary for the safety, comfort, and preservation of said building, and to enter said premises at any reasonable time to repair or improve lessor's adjoining property.
7. Tenants shall not do any act which would violate or increase the fire insurance policy on said premises, nor shall said premises be used for any illegal purpose.
8. All refuse and recyclable must be contained and disposed of properly as prescribed by law. Any refuse and recyclable improperly disposed of will be cleaned up by the lessor or his agent and the cost charged back to the tenant.
9. No plastic tack, adhesive tape of any kind, or any kind of peel and stick- or self-adhesive type hooks, hangers, holders or deodorizers, shall be placed on any surface in said premises. Any installation of any type of item requiring boring of holes and the use of mechanical anchors of any type requires the written permission of the landlord or agent. Any damage caused by any item mentioned in this paragraph will be repaired and charged to the tenants.
10. Tenants shall be responsible for the replacement of smoke alarm batteries which expire during their tenancy, and for the replacement costs of any fire extinguisher which is discharged or loses pressure during tenancy.
11. Responsibility for normal household maintenance shall fall upon the tenants, including the replacement of light bulbs, fuses, aerators, and furnace/air conditioning filters, and proper preventative maintenance of plumbing fixtures and appliances. Tenants are to maintain the subject property in a clean, sanitary, and uncluttered manor with all trash disposed of in designated containers. It is the tenants' responsibility to promptly notify College Property Management of any maintenance and repairs needed or damage done to the property.
12. Tenants in non- group residences are responsible for snow and ice removal and lawn mowing.
13. Tenants shall under no circumstance have the gas shut off to the property. This could result in additional fees to have the services turned back on/repaired and will be the responsibility of the tenant (only applies to units with gas service).
14. Tenants shall under no circumstance turn the heat off completely in said premises between October-March. When departing for break or vacation, tenants shall set their thermostats at no lower than 60 degrees. If any damage occurs as a result of the tenant not maintaining an adequate level of heat the resulting damages, i.e. burst pipes and water damages, as well as any other related costs becomes the responsibility of the lessee.

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15. No upholstered furniture or furniture intended for interior use is permitted on the exterior of the property (including porches) and will be hauled away at the tenant's expense. Only lawn furniture will be permitted for use on exterior of dwellings.
16. According to the City of Oxford Enforcement Code, no one is allowed at any time on the roof of said premises. If someone is found on the roof immediate action will be taken. Any damages resulting from being on the roof will be charged to the tenant of said premises.
17. No illegal drugs on premises at any time.
18. Tenant(s) understand that paper towels, feminine products, condoms, sanitary wipes, and other obstructing objects are not to be flushed down the toilet. Tenant(s) will be held responsible for any charges to clean out the sewer lines. The plumbing in Tenant(s) property is functional, yet could be very old, thus clogged and overflowing toilets can be a common problem. Please keep a PLUNGER on hand to avoid being billed for service calls.
19. If a garbage disposal needs to be cleaned out or replaced due to improper use, tenant(s) will be charged.
20. There will be no early move-ins for any reason unless specified in writing by landlord. Move-in date is stated on page 1 of the Lease.
21. There is no smoking or vaping in any property at any time. Any damage caused by smoking will be charged to tenant(s). Violation of this rule will result in a fine and may result in your immediate eviction.
22. Carpets are to be cleaned professionally by someone approved by College Real Estate Property Management. This will be automatically withheld from the security deposit at the end of the lease term unless a receipt of payment is provided. Carpet cleaning may be required during the lease term and should be done by the tenant(s) and at the tenant(s)' expense. No store rented equipment is acceptable.
23. Any tenants that would like to install a window air conditioning unit must get permission from College Real Estate Property Management and must be responsible for proper drainage for said air conditioner.
24. Garages do not come with the rental properties unless specified in each lease.
25. No grills or fire pits on porch or within 15 ft. of any structure. Any damage to the property due to the use of grills or fire pits will be charged to the tenants.

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THE COVENANTS, CONDITIONS, AND AGREEMENTS MADE AND ENTERED INTO BY THE PARTIES HERETO ARE ALSO DECLARED BINDING ON THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS. THE UNDERSIGNED HAVE READ THIS LEASE AGREEMENT IN ITS ENTIRETY AND ITS PROVISIONS ARE FULLY UNDERSTOOD AND AGREED TO AND INTEND TO BECOME LEGALLY BOUND UPON EXECUTION OF THIS DOCUMENT AND HAVE RECEIVED A COPY OF THIS DOCUMENT. IF ANY PROVISIONS ARE NOT UNDERSTOOD, COMPETENT ADVICE SHOULD BE SOUGHT BEFORE SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereunto have set their hands this_____ day of _____, 20_____.

By signing below, the parties hereby represent that they have carefully read the entirety of this document and understand the terms of this Lease Agreement fully and they hereby acknowledge receipt of a signed copy of this Lease Agreement.

1. _____ **Printed Legal Name of Tenant** _____ **Tenant Signature** **Date**	**2.** _____ **Printed Legal Name of Tenant** _____ **Tenant Signature** **Date**
3. _____ **Printed Legal Name of Tenant** _____ **Tenant Signature** **Date**	**4.** _____ **Printed Legal Name of Tenant** _____ **Tenant Signature** **Date**

_____ _____

Landlord/Agent for Landlord Signature **Date**

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