

LEASE AGREEMENT

PARTIES and LEASED PREMISES: This Rental Agreement made and entered into this _____ Day of _____ 201_ by and between one of the following: Cornwell Properties of Athens 85 LLC, OR Cornwell Properties of Athens 27 LLC, OR Cornwell Properties of Athens Outside LLC OR Palmer Place of Athens LLC, OR Coon Rental LLC, OR Smith Rentals, OR Three P Properties, OR Boyd & Blaine Cornwell, OR Gaskins Manor, hereinafter known as the Landlord, which term includes both plural and singular for the following premises in the City of Athens, Ohio, and described as follows: Apartment # _____ located at _____, Athens Ohio, the same to be concurrently occupied by _____ persons known collectively as the Tenant and with joint and several liability on the obligations in this lease and no other permanent occupants of the premises shall be permitted under the terms of this agreement. *Landlord will exercise his best efforts to deliver possession of the premises upon commencement of this lease, but will not be liable for any damages to Tenants other than a daily proration of refund of the rent to the date upon which occupancy is available to Tenants.*

LEASE TERM: The term of this lease is from _____ 201_ to _____ 201_ at a rate of _____ per payment per person. Regardless of the estimated dates stated above, the first day of this lease starts Sunday one week after undergraduate commencement and ends Sunday at noon one day after undergraduate commencement. In the event that Tenants have not vacated the premises by 12:00 p.m., then they shall be assessed a fee of two hundred fifty dollars (\$250.00) per day until such time that the premises are vacated.

RENTAL PAYMENTS: At the time of the execution of this agreement, \$500.00 per person is due for the purpose of securing performance of the term hereof binding on the Tenant. Tenant shall pay to Landlord the sum of \$ _____ as the total rent per person for the term of this lease, payable in equal installments of:

- A) _____ on or before _____ B) _____ on or before _____
C) _____ on or before _____ D) _____ on or before _____

If there is a breach of the financial or other obligations of this lease, the remaining rent through the end of the term of the lease shall, at the option of the Landlord, become immediately due and payable. Landlord may decide in his/her sole and absolute discretion whether the terms of the lease are breached by the late payment of rent. **TENANTS MAY NOT USE THEIR SECURITY DEPOSIT AS A RENTAL PAYMENT.**

Any rental payment made by check, which is dishonored by Tenant's bank, shall be charged a handling fee of Twenty-Five Dollars (\$25.00).

Failure to make payments on time is subject to a \$5 per day penalty (under and upon the following terms and conditions, to wit.)

1. *that the Tenant will not damage or deface the walls, carpet, floor, fixtures or other property in and about the premises and in the event of same will promptly pay to the Owner the sum necessary to replace or restore same to its original condition.*
2. *that the Tenant will maintain and keep the premises in a neat, clean, safe and sanitary condition and will, not less than once per week, remove all discarded papers, food items, food containers and all other garbage.*
3. *that the Tenant will not keep, maintain or harbor any dogs, cats, or other pets in and about the premises.*

4. *that the Tenant will make no alterations or additions in or to the premises without written consent of the Landlord.*
5. *that this Tenant will permit the Landlord or his agents upon reasonable notice except in case of emergency or it is impractical to do so, to enter the premises at all reasonable times to examine the condition thereof and to make alterations, repairs or for other proper purposes.*
6. *that the Tenant will not remove from the premises any of the furniture, fixtures or other property of the Landlord located therein.*
7. *that the Tenant will maintain the rental unit and the appliances in good clean condition, and otherwise comply with Tenants obligations required by Ohio Law, ORC 5321.05. Tenant shall also abide by any "Rules and Regulations" distributed to Tenants by Landlord, and any additional restrictions or rules which may be distributed in writing to Tenant by Landlord. Tenants agree to not commit waste on the premises or to maintain or permit any type of nuisance or any other unlawful activity.*
8. *that the Landlord shall furnish and pay for the following utilities in and about said Apartment: _____*
9. *that in the event the Tenant shall default or violate any of the provisions of this agreement binding on the Tenant the Landlord may, after any notice require by law, terminate same and thereupon the Tenant shall vacate the premises and upon failure to do so the Landlord may obtain possession by legal action including any other relief that may be appropriate and proper.*
10. *that this agreement cannot be transferred or assigned nor the premises sublet or occupied by persons other than those constituting the Tenant through actions or non-action of the Tenant without written consent of the Landlord first obtained.*
11. *that in the event the Tenant desires to be released from this agreement the Tenant shall obtain a replacement who shall pay to the Landlord the prorated share of the rental for the balance of the term.*
12. *that if the Tenant shall keep and perform all obligations under this Agreement binding on the Tenant, then the Tenant shall quietly have an enjoy the premises during the term free from molestation by the Landlord.*
13. *if the Tenant is receiving Financial Aid we must have proof from the University – this will allow you to pay once you receive your aid and late charges can be avoided. All rents must be received no later than the 14th day after the first day of class to avoid late charges.*

WALLS & TRIM: ABSOLUTELY NOTHING is to be put on any wall surface unless it is mounted with picture hangers or post mounts that you obtain from Landlord free of charge.

COMMON AREAS: It is understood that there is no way of determining whose party trash is whose. Tenants agree that they need to self-enforce and as a group you agree to be responsible for cleanup whenever it is needed. **Stairwells, lawns, decks and parking areas** are to be kept clean and clear of debris; this includes glass bottles and litter. During parties, it is important to self-enforce because all Tenants are responsible for cleanup of common areas. **If Tenants fail to maintain clean common area, tenants will be liable for the cost of cleaning. This includes debris and trash left on decks and/or lawn.** Party cleanup must occur within 24 hours of party or Landlord will hire cleaning personnel to clean and charge the Tenants for the cost of doing so.

DAMAGES AND REPAIRS OF PREMISES DURING LEASE TERM: Tenants shall pay for all repairs to the premises and appliances that are necessary because of Tenants' negligence or abuse, and the cost of said repair shall be paid by Tenants within fourteen (14) days of the date

Tenants receive an invoice or bill from Landlord. Tenants acknowledge that the security deposit is not to be used for the cost of repair of damages during the term of the lease, but rather, shall act as a security deposit for the fulfillment of all terms under this lease. Landlord shall have the option to use portions of the security deposit for damages, but Tenants must comply with the reimbursement of the repair caused by Tenants' negligence and abuse within 14 days as set forth herein. Landlord shall not be liable for damages caused by Tenants or Tenants' guests, but Landlord shall make repairs caused by normal wear and tear of the rental property. Landlord shall not be liable for personal injury or property damage resulting from any activity or occupancy of the rental unit. Tenants shall report any necessary repair or damage to Landlord within twelve (12) hours of discovering same, and Landlord will make the necessary repairs within a reasonable period of time after Tenants give written notice of the need for such repairs. Tenants shall not repair nor have repairs made for any damages without Landlord's prior consent. Certain damages, in the experience of Landlord, may occur with regularity and Tenants agree to the following minimum charges for such damages, including, but not limited to: **Ten Dollars (\$10.00) for key not returned to the Landlord; Thirty Dollars (\$30.00) for an unclean refrigerators, stove or other appliance; Forty-Five Dollars (\$45.00) for trash left in the unit; Forty Dollars (\$40.00) per man hour for cleaning premises; \$_____ for repair or replacement of damaged doors; \$_____ for removal of graffiti.** Tenants agree to remove all trash, rubbish, and debris at least weekly from the leased premises and otherwise maintain the rental unit in a clean and reasonable condition.

LANDLORD AGENT: The owner of the property may have other individuals who shall be designated as agents of the owner to act on Landlord's behalf from time to time, and said agents shall be authorized to speak on behalf of the Landlord and carry out the Landlord's instructions on issues in this lease.

LIABILITY: Landlord shall not be liable for any theft, destruction, or loss or damage to any property of Tenant, or their guests. Landlord also provides secure locks at the premises, and Landlord shall not be responsible for any criminal acts against Tenant. Tenant must provide their own personal renter's insurance, if they so desire. Landlord shall not be liable to Tenants for any act of violence, nor shall Landlord be liable for damages caused by failure of heating equipment or from plumbing, or other pipes or fixtures, or sewage, nor or any damage arising from the acts of neglect of other Tenants of said premises or adjacent premises, or the elements or damages arising from acts Landlord cannot control.

CONSTRUCTION: This lease shall be construed to be in accordance with the Landlord and Tenant Act of the State of Ohio (ORC 5321). The invalidity of any particular provision shall not invalidate the entire lease. All terms and covenants are to be construed as conditions.

SECURITY DEPOSIT: The security deposit is to hold the premises for the prospective tenant(s) and as security for the faithful performance of the lease should the lease be entered into as well as any damages to the leased premises that occur during the lease term after the tenant takes occupancy. Landlord shall return Tenant's security deposit, together with a statement showing deductions from the deposit, within 30 days of the completion of the following three events: (a) termination of lease (b) tenant's return of Landlord's possessions, including the residence keys, mailbox keys and parking passes, if applicable, to Landlord (c) Landlord's receipt of Tenant's self-addressed stamped envelope with forwarding address. If the amount of the deposit is insufficient to compensate Landlord for damages, Landlord shall give written notice to Tenants of nature amount of the deficiency, which shall be paid to Landlord within 30 days of receipt of notice.

BINDING: The terms, covenants, and conditions of the Agreement shall apply to and bind those hold under the tenancy, whether rightfully or wrongfully, and to all other successors and assigns of the parties. Tenants shall be responsible to assure that all covenants made by Tenant are applied to all persons, including Tenant's guests and family, upon the premises. Tenant agrees that the terms of this lease were explained to them and that they had the opportunity to review this lease and that they have voluntarily signed this lease intending to be legally bound hereby.

ADDENDUMS: See the following rules and regulations, which shall be made a permanent part of this Lease Agreement.

LANDLORD: _____

TENANTS: Signature: _____

Printed Name: _____

ADDENDUMS TO LEASE – (including Rules and Regulations)

Garbage must be taken to the dumpster on a regular basis. Any trash left in the landings and/or hallways will be charged to the guilty party, at a rate of \$5 per bag.

Roofs and overhangs are OFF LIMITS.

Damages to the hallways will be charged to all residents of the floor if the guilty party cannot be determined.

No hanging out windows – if damaged you must pay the replacement cost.

No tampering with the sprinkler system (if applicable) or fire alarms – any false alarms will be reported to the authorities.

No keg parties, excessive drinking or large crowds. If this happens you will be given a 3-day eviction notice.

No pets of any kind are to be allowed including “temporary visits” from friend or family pets. There will be a mandatory cleaning charge of \$200 assessed against the entire unit each and every time pets are noted on the premises.

The thermostat must be kept on at least 58 degrees during the winter season to prevent pipes from freezing.

The Tenant is responsible for providing a continuing source of power (batteries or house current) and for inspecting and testing the smoke detectors to see if they operate properly. The Tenant may not remove batteries from a detector or disconnect it from the power or remove, move or cover in any way that will interfere with the proper operation of a smoke detector. If such is noted, Tenant shall incur a mandatory charge of \$100.00 per occurrence.

Tenants shall not put locks on any door, including bedroom doors, unless arrangements are made to utilize a locksmith designated by Landlord. If any changes are approved, all original equipment is to be reinstalled at Tenant’s expense upon termination of the lease.

Tenants shall not paint any of the leased premises. There will be a \$200.00 charge to repaint any painted walls.

Landlord discourages cigarette, pipe or cigar smoking in and around the premises. Damages caused by cigarette, pipe or cigar smoking or any other tobacco related products shall not constitute ordinary wear and tear. Landlord reserves the right to deduct from Tenant’s security deposit for all damages and/or costs associated with the cleaning, repair/repainting of any damage cause by or related to any tobacco products, including, but not limited to, deodorizing, sealing and repainting of walls and ceilings and repairing/replacing carpet and/or pads, including outside areas.

In the event of apartment lockout, Tenant understands that Landlord shall provide entry services within 24 hours at a cost of \$40.00 per occurrence to be paid in full upon delivery of the service.

27 N Court Street – No more than a TOTAL of 15 people on the balcony at ANY time.

Parking passes are required at all times OR you will be towed. Landlord will not be responsible for any damages that may occur while parked in any lots.

We reserve the right to have six to eight weeks to complete cleaning, carpet cleaning and painting after the move in date. Maintenance will be completed six to eight weeks after Landlord receives maintenance request form from the Tenant. The first Tenant to move in has Forty-Eight (48) hours to dispute any cleaning, after such time it is the Landlords understanding the cleaning meets the Tenants satisfaction and will not return at a later date because it does not meet the satisfaction of others.

If this lease is executed before the premises are constructed or become vacant, or if any present tenant or occupant of the premises holds over, and the Landlord cannot complete construction or acquire possession of the premises prior to the commencement date of this lease, as defined herein, Landlord shall not be deemed to be in default under this lease, and Tenants agree to accept possession of the premises at such time as the Landlord is able to tender possession. If the Landlord is unable to deliver possession of the premises for any reason, and for any period of time, Tenants agree that their sole remedy is to receive a refund of any rent paid, prorated daily for the days after the commencement date of this lease during which the Tenants do not have possession of the premises. In addition, if the Landlord is unable to deliver the premises because construction of the premises is not completed, the Landlord will return the Tenant's security deposit in full. The Landlord hereby waives the payment of rent covering any period prior to tender of possession to Tenants under this lease.

The undersigned Tenant(s) hereby expressly acknowledge and agrees that if they are either a current or former tenant under a lease with the Landlord herein, it is a condition precedent to the validity of this Lease that Tenant has fully complied with all of the terms, covenants and conditions of any Current or former leases with Landlord. In the event Tenant breaches any existing lease or has breached a former lease then this lease shall be void and have no further effect and Landlord shall be released from any and all liability to Tenant(s) hereunder. Landlord shall notify Tenant in writing upon Landlord's discovery of a breach by Tenant of any current or former lease, which breach Landlord relies upon to void and cancel this Lease.

By signing this addendum, I have thoroughly read the above and will accept the terms and abide by the same. This addendum becomes part of the lease upon signing.

Dated: _____

LANDLORD: _____

TENANTS: _____
