

**LEASE AGREEMENT**

*This is a binding contract. Please read carefully before signing*

**PARTIES and LEASED PREMISES:** This Rental Agreement made and entered into this

\_\_\_\_\_ Day of \_\_\_\_\_ 2024 by and between:

- Palmer Place of Athens LLC
- Cornwell Properties of Athens 85 LLC
- Cornwell Properties of Athens 27 LLC
- Cornwell Properties of Athens Outside LLC
- Three P Properties
- Blaine & Boyd Cornwell
- Heritage Commons of Athens LTD, dba Gaskins Manor
- Smith Rentals

hereinafter known as the Landlord (sometimes referred to as “us”) and the individual(s) listed hereinafter and known as Tenants (sometimes referred to as “you” or “your”) 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. The tenants are:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_

Tenants acknowledge that they, and not the Landlord, have assembled themselves as Tenants of the Premises, and that the Landlord is not responsible or liable for any claims, or action of any nature whatsoever relating to, arising out of or connected with disputes between Tenants.

**LANDLORD'S AGENT:** Cornwell Properties of Athens LLC, whose address is 23 North Court Street, Athens, Ohio 45701, serves as the agent of the Landlord, and said agent shall be authorized to act on behalf of the Landlord on all issues in this Lease.

**JOINT AND SEVERAL LIABILITY:** You hereby agree that you are jointly and severally (individually) liable for the performance of all obligations created by this contract or imposed by law, including payment of rent. Each tenant who has signed this lease as the tenant is liable for the full amount of the rent and other obligations on this lease. Each tenant guarantees the faithful performance of this contract by all other tenants. If one of the tenants fails to pay rent, damages, or other charges, than any one of the other tenants or any number of the other tenants may be held liable by the landlord for such unpaid rent, damages, or charges. Everyone who is currently signed on the lease is responsible for the rent. This means we may enforce the lease terms and pursue remedies for default under the lease terms against one or more of the named tenants together, at our option.

**ROOMMATE REMEDIATION:** An internal conflict between you and your roommate(s) is not grounds to terminate the lease or evict a tenant from the premises. The landlord is not responsible for resolving tenant conflicts. If the conflict involves the accusation of illegal activity, physical harm, or other misconduct that is said to have occurred in the property, then law enforcement personnel should be involved. The landlord is not a law enforcement officer and therefore does not have the authority to resolve such matters.

**LEASE TERM:** The term of this lease is from May 11, 2024 to May 4, 2025.

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. If occupancy is delayed due to construction, repairs, cleaning, a prior tenant holding over, or any other reason, despite Landlord's efforts, Landlord shall not be deemed to be in default of the Lease. This Lease will remain in force subject to abatement of Rent on a daily basis during delay, which Tenants agree shall be their sole remedy for such delay.

**SECURITY DEPOSIT:** A security deposit of \$ \_\_\_\_\_ in total or \$500 per person 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. You agree to pay the security deposit to secure your obligations and compliance with the provisions of this lease and Ohio landlord-tenant law. 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. You agree that we are accepting your deposit jointly as a whole and not individually. However, upon the return of the deposit refund, we will take the refund and divide it equally among all remaining tenants \* on the lease. This means even if your individual share of the whole deposit was less or more than the amount submitted by other tenants, all remaining tenants on the lease will receive an equal portion of the refund. \* remaining tenants – those tenants actively on the lease when the lease agreement ends.

**RENTAL PAYMENTS:** Tenant(s) shall pay to Landlord the sum of \$ \_\_\_\_\_ as the total rent for the term of this lease, which equates to a lease payment of \$ \_\_\_\_\_ per person for the term, payable in 3 equal installments per person on the dates designated below of:

Summer Semester _____	on or before	lease commencement date of 5/11/24
Fall Semester _____	on or before	9/15/24
Spring Semester _____	on or before	1/15/25

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 the 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. A request for repairs by any tenant named in this lease shall be deemed as permission to enter the premises.*
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: water, sewer and trash*
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. If the lease is modified, all parties to the lease must agree (Landlord and each Tenant) and a Lease Addendum Form must be filled out.*
11. *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.*
12. *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.*

**WALLS & TRIM:** ABSOLUTELY NOTHING is to be put on any wall surface unless it is mounted with small pin nails or command strips. LED lights are known for ripping paint off the walls and causing burn marks. You are responsible for any damages to the walls.

**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 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; Forty-Five Dollars (\$50.00) for trash left in the unit; Forty Dollars (\$40.00) per man hour for cleaning premises; \$ 500 for repair or replacement of damaged doors; \$ 500 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.

**ASSIGNMENT & SUBLETTING:** 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 consent, provided however if the lease is to be assigned or sublet, ALL parties to the lease must agree (Landlord and each Tenant) by signing a Lease Addendum Form or a Lease Sublet Form.

**MAXIMUM CAPACITY:** To preserve the peaceful enjoyment of Tenants' neighbors, there shall be no more than **twenty-five (25)** persons in the premises at any one time. Tenants acknowledge and agree that any verbal warning by Landlord or its agents, including any security officers retained by Landlord, regarding excessive guests in violation of the covenant shall be complied with immediately by Tenants and Tenants' guests. Failure to do so, or to keep and observe this covenant, with or without any verbal warning, constitutes a breach of the terms of this lease and grounds for eviction.

**QUIET ENJOYMENT:** Tenants shall refrain from permitting loud noise, parties, or other activities, which would interfere with neighbor's peaceful enjoyment of their property. Tenants shall be responsible to assure that this covenant is observed by all persons, including Tenants' guests and family, upon the premises. Tenants acknowledge and agree that any verbal warning by Landlord or its agents, including any security officers retained by Landlord, regarding excessive noise in violation of this covenant shall be complied with immediately by Tenants and Tenants' guests. Failure to do so, or to keep and observe this covenant, with or without any verbal warning, constitutes a breach of the terms of this lease and grounds for eviction.

**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. It is strongly encouraged for Tenant to obtain their own personal renter's insurance. 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.

**DESTRUCTION:** If, in the opinion of Landlord, the Premises should become untenable during the lease term because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease, or, in its sole discretion, move Tenants to similar accommodations and repair and restore the Premises. If such damage or destruction of the Premises or its furnishings is determined to be the fault of the Tenants or Tenants' guests or invitees, then Tenants agree to pay for all repairs and damages (including replacement costs) to the Premises beyond that attributed to normal wear and tear.

**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.

**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 for assuring 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, release, and indemnification, which are incorporated as if fully rewritten herein.

YOU ARE SIGNING A LEGALLY BINDING DOCUMENT  
*PLEASE READ CAREFULLY*  
THIS DOCUMENT MAY ONLY BE CHANGED IN WRITING  
BY THE AGREEMENT OF ALL PARTIES

**LANDLORD:** \_\_\_\_\_

**TENANTS:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

### **ADDENDUM TO LEASE - 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 \$10 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 charge assessed against the entire unit each and every time pets are noted on the premises which will be immediately due.

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 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 always required 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 repairs 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 later because it does not meet the satisfaction of others.

The undersigned Tenant(s) hereby expressly acknowledges 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:

1) \_\_\_\_\_

4) \_\_\_\_\_

2) \_\_\_\_\_

5) \_\_\_\_\_

3) \_\_\_\_\_

6) \_\_\_\_\_

**ADDENDUM TO LEASE – Release**

**RELEASE AND INDEMNIFICATION:** Tenant understands and agrees that any and all street and/or neighborhood festivals are not sanctioned by and are entirely unaffiliated with the Landlord. Any tenant who chooses to participate in any such festival does so at his or her own risk. Tenant further agrees to indemnify and hold Landlord harmless from any and all claims, damages, losses, costs, causes or action or claims for relief of every kind and nature whatsoever, or in any litigation arising out of participation in any such festival by Tenant, any member of Tenant’s household, Tenant’s guests, or any person under Tenant’s control, including any damages awarded for such claims, costs, and attorney’s fees.

**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:

1) \_\_\_\_\_

4) \_\_\_\_\_

2) \_\_\_\_\_

5) \_\_\_\_\_

3) \_\_\_\_\_

6) \_\_\_\_\_