


Lease Agreement

This Lease (hereinafter referred to as the Lease) is made this [Click here to enter a date.](#)by and between **Winkle OSU, LLC. dba University Apartments**, (hereinafter referred to jointly and severally as the Lessor) and [Click here to enter text.](#)(hereinafter referred to jointly and severally as the Lessee). The covenants and conditions stated in the Lease shall bind both the Lessor and Lessee, jointly and severally.

- I. **PREMISES LEASED:**The Lessor, in consideration of the rent to be paid, and covenants and agreements to be performed by the Lessee does hereby lease the following described location at: [Click here to enter text.](#)City of Columbus, Franklin County, Ohio (hereinafter referred to as the Premises); to be used and occupied solely by the Lessee, and such other persons as are named in the Lease, as a private residence and for no other purposes.
- II. **LEASE TERM:** The Lessee agrees to occupy said Premises for an original term commencing [Click here to enter a date.](#)and ending [Click here to enter a date.](#). The Lease shall automatically expire at Lease expiration date unless otherwise stated. There is no option for month-to-month basis unless agreed upon in writing by Lessor. Lessee agrees to vacate the premise at the expiration of the lease, and if doesn't vacate as is defined in move out procedure (section XVI.a), Lessee agrees to pay twice the daily market rental rate amount on a prorated basis per day. It is understood and agreed that Lessor shall not be liable in damages to the Lessee if Lessee shall be unable to enter and occupy the premise at the commencement of lease as a result of the holdover for any reasons beyond the control of the Lessor; Lessor agrees to abate the rent proportionate in the event that the premise is not available when promised.
- III. **RENT:** The Lessee agrees to pay a rent for the Premises during the original term the **sum of \$payable at a rate of (\$) per month.**
- IV. **PAYMENT:**Lessee shall pay ONE monthly payment by check, cashier's check, money order, Visa or MasterCard the stipulated rent on the **first of every month.** Under no circumstances shall the Lessor's acceptance of a partial payment constitute accord or satisfaction, nor will the Lessor's acceptance of a partial payment forfeit Lessor's right to collect the balance due despite any endorsement, stipulation or other statement on check. Rental Payments can be made in the Lessor's rental office located at: **71 West 9th Ave. – Front Columbus, OH 43201; or mailed to PO Box 10728 Columbus, OH 43201.**
 - a. **LATE CHARGES:** Lessee agrees to pay rent on time making all payments to University Apartments on or before the first day of each month. There will be a four day grace period for all rent. Any rent that is received after the grace period will result in a \$50.00 late fee or 5% of amount due, based upon which amount is greater. And additional late fee of \$25.00 will be assessed if not paid in full prior to the 15th of the month.
 - b. **DISHONORED CHECKS:** Lessee further agrees they will be charged \$50.00 for each check returned to Lessor unpaid for any reason. In addition, tendering a NSF check and failing to redeem it before the rent due date constitutes late rent. Thus, Lessees will be subject to late charges outlined in section IV.a. If there are two dishonored checks for any one apartment, all further payments must be made by bank check, money order, Visa or MasterCard.

V. **SECURITY DEPOSIT:** The Lessee agrees to deposit with the Lessor the sum of \$ as security for his or her faithful performance under the Lease and by the law. The Lessee agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. The Lessor, at the expiration of the lease, may apply the security deposit for past due rent, fees, utilities, parking, cleaning, pet damage, and/or for the cost of repairs and/or cleaning above normal wear and tear caused by the Lessee, his/her guests, family, invitees and not noted on the move in condition form returned by the Lessee within 48 hours of move in. Also, abandonment or vacating of the Premises by the Lessee before the end of the term shall result in the Lessor deducting damages they have incurred from the security deposit. The Landlord shall attempt to mitigate any damages as a result of abandonment. Each of the lessee's shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy.

a. **DEDUCTIONS:** It is further understood and agreed by and between Lessor and Lessee that charges for damages will be made. Further abnormal circumstances of damage may result in charges above those estimated herein, for the items listed herein, as well as for other damages not listed:

- i. Missing or damaged exterior lock and/or keys :\$150.00
- ii. Broken or missing light globe: \$40.00
- iii. Any appliance damage; cost of new refrigerator \$700.00, range \$390.00, range hood \$165.00, dishwasher \$500.00
- iv. Soiled carpet: \$75.00 per room or ¼ cost of replacement
- v. Unclean oven: \$65.00
- vi. Unclean bathroom: \$200.00
- vii. Dirty Refrigerator: \$70.00

VI. **Occupancy:** The tenant agrees that only those persons listed below shall occupy the Premises:

[Click here to enter text.](#)

i. **CHANGE IN OCCUPANTS:**No person shall be released from the covenants of the Lease without first obtaining the written approval of changes from the Lessor. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid.

ii. **ADDITIONAL TENANTS:** Lessee agrees if the number of residents living in a unit exceeds the number of bedrooms, there will be an additional charge per month for each additional resident equal to \$50.00 more per additional person.

VII. **USE:** The Lessee's agree that the premises are to be occupied for residential purposes only. The premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by the Lessor because of fire or any other risk in any manner which would disturb the peaceful, quiet enjoyment of any other occupant of the community of which the premises are a part of. The Lessor reserves the right of eviction for the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances or drugs. A criminal conviction shall not be necessary before the Lessor can institute an eviction action. Lessee agrees to keep the premises and parts thereof in good order, condition, and ordinary wear and tear expected. Lessee assumes responsibility for

any exterior or common hallway use and housekeeping/cleanliness that is associated with premise.

VIII. **UTILITIES:**

a. **GAS AND ELECTRIC:**The Lessee shall be responsible for setting up and payment of all gas and electric for the entire lease period. Lessee agrees not to tamper with, adjust, or disconnect any utility system or device. Lessee shall maintain an interior temperature of the premises of at least 60 degrees Fahrenheit. Failure to pay these charges when due constitutes breaking of this lease the same as the failure to pay rent. Violation of this provision is a material breach of your lease and may subject you to eviction or other remedies available to Lessor under lease agreement.

i. Lessee's occupying the premise at 1524 Neil Ave. are exempt from establishing and payment of gas

ii. Lessee's occupying the premise located at 35 West 9th Ave. Apartments 7 and 8 and 75 West 9th Ave., Apartments A1 and B1; are exempt from establishing and payment of gas and electric.

b. **WATER, SEWAGE, TRASH and GROUNDS MAINTENANCE:**Water and sewage is setup and maintained by the Lessor. Lessor provides trash removal and regular grounds cleanup. There are dumpsters or refuse containers near or at all properties. Lessee agrees to place trash in said containers. Lessee agrees to pay a monthly fee of \$25.00 per month per person. Failure to dispose of waste as noted can result in clean up fees being charged to your account and lead to termination of lease agreement.

IX. **GUARANTORS:** Lessee agrees to have his or her parent or guardian, execute Guarantee at the bottom of this lease within ten (10) days after the date of the Lessee executing this lease. The Guarantor of this lease is a responsible party who legally guarantees the lease. Should the lessee need financial support, the Guarantor is ultimately responsible to meet the financial obligations. The Guarantor's rights and responsibilities are purely financial, and is a non-resident and does not enjoy the same rights to the apartment as the residents. The Lessor is not responsible for notifying the guarantor if Lessee is behind on rent. Lessor may agree to hold individuals responsible without a guarantor at their discretion. Lessee may elect to waive the guarantor with permission from the Lessor pending a credit and background check.

X. **KEYS:** The Lessee will be provided one apartment key per occupant listed, and one mailbox key if necessary. The lessee agrees not to duplicate keys. There will be a \$150.00 charge for the changing of exterior locks and any key not returned upon vacating. There is a security deposit of \$5.00 per key to be paid prior to commencement of lease. No lessee will be provided a key or allowed to move in until ALL lessee's have provided all the required forms with signatures and/or guarantors. Lessee is under no circumstances to change locks themselves without written permission from the Lessor.

a. **LOCK OUTS:** Lessee agrees to pay a \$50.00 charge for lockouts before or after office hours. Payment is to be made in cash, check or money order at the time the service man arrives to grant access to Lessee.

XI. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this agreement nor sublet said premises, nor shall Lessee substitute any person or persons for any occupant to which said premises are rented hereunder, without written consent of the Lessor, Lessor hereby reserves the right to assign this Agreement.

- XII. MAINTENANCE:** Lessee is responsible for maintenance and cost of repairs if said repair is the result of the Lessee's negligence. The lessee may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Lessor's property except as authorized by the Lessor in writing. Lessee agrees to pay for any maintenance work done by outside companies not approved of and contracted by the Lessor.
- XIII. MAINTENANCE REQUEST:** Maintenance requests can be submitted in the rental office located at 71 West 9th Ave. – Front, or filed via the www.ohiostateapts.com website. Maintenance will be performed Monday thru Friday 9:00 AM to 5:00 PM. Emergency maintenance requests can be submitted via the emergency maintenance request form on the www.ohiostateapts.com website which is responded to 24 hours a day or can call **Maintenance at 614-460-0359**. Emergency maintenance is only to be requested in the need of an emergency; if maintenance is performed outside of normal business hours and is not considered an emergency said lessee will be billed for the said charges.
- XIV. EXTERMINATION:** Lessor agrees to provide extermination for any infestations, at no cost to Lessee for up to two treatments during lease term. However, Lessee agrees to pay for extermination if infestation is a result of Lessee's unsanitary living conditions or if more than two treatments are required.
- XV. ACCESS:** The Lessor or Lessor's representatives may peacefully enter the premises during reasonable times for the purposes listed below, provided the Lessee is present. If no one is in the Premises, and request has been made for repair and/or entry by the Lessee, the Lessor, or the Lessor's agents may enter peacefully and at reasonable times by duplicate or master key. If Lessor requests entry, a written notice shall be given to the Lessee 24 hours prior to entry. The Lessor reserves the right to enter the Premises without written notice in case of emergency. The Lessor reserves the right to enter by other means if locks have been changed in violation of the Lease.
- a. ENTRY:** Such entry may be for: showing of apartment to prospective renters, repairs, estimating of repairs, pest control, preventative maintenance, filter changes, testing or replacing smoke detectors, removing health or safety hazards, entry by a law enforcement officer with search or arrest warrant, inspection or other valid business purposes. Notice to enter premises may be given in writing by email or personally posted on entry door.
- XVI. RENEWAL NOTICE:** Unless Lessee signs a lease extension or renewal or lease, lessee agrees that lease shall automatically expire on expiration date. Lessee agrees that if a lease is not renewed as of **December 15th** of the lease term, the premise will be advertised and marketed as being available for rent on the day after the lease expiration date.
- a. MOVING OUT:** Immediately upon expiration of lease, all keys are to be turned into the rental office along with a forwarding address by the close of office hours on the date of lease expiration.
- XVII. PETS:** Pets are not permitted without the written consent of the Lessor, which can be withheld at the Lessor's discretion. Pets are only allowed with written permission and signed pet addendum. Pet requests will be granted or denied based upon factors including, but not limited to, location of premise, breed, type of pet and weight. Each Lessee will sign either "Pet Addendum A" or "Pet Addendum B" in compliance with pet policy.
- XVIII. INSURANCE:** Lessee will be responsible for insuring all the Lessee's personal property within the premises. Therefore, it is strongly recommended that the Tenant purchase a Renter's

Insurance policy, and the Tenant hereby relieves the Landlord of all risk that can be insured hereunder.

- XIX. PARKING:** Each Lessee's purchase from Lessor of a parking pass from Lessor is optional at the price of \$300.00 for the entire lease term. Lessee's purchase of parking pass entitles lessee to park his or her own vehicle on a first come, first serve basis in any one of the unassigned parking spaces owned and maintained by Lessor. Lessee's purchase of parking pass does not, under any circumstances, provide lessee with a guaranteed space. All parking passes are non transferable and non refundable. Lessor is not responsible for any damages to or loss of vehicle.
- XX. SMOKE DETECTOR:** Lessee is responsible for the maintenance of his/her smoke detector. Each unit will be supplied with smoke alarms; Lessor will not be responsible or liable for replacing or repairing an inoperable smoke detector until after resident properly delivers such written notice. Resident agrees to inspect and test the smoke detector once each month during lease term. If Lessee's premise is inspected with a smoke detector that is not functioning properly, the lessee's agree to pay a fee of \$25.00 for the cost of replacement.
- XXI. LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. A Federally approved pamphlet on lead poisoning prevention is available upon request in Lessor's office.
- XXII. LESSEE'S DUTIES:** The Lessee shall:
- 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 as clean as possible;
 - d. Use all electrical and plumbing fixtures properly;
 - e. Comply with the requirements of all local housing, health and safety codes;
 - f. Personally refrain, and forbid any other person from intentionally destroying, defacing, damaging, or removing any fixture, appliance or, other part of premise;
 - g. Maintain in good working order all appliances;
 - h. Promptly notify Lessor of the need of repairs;
 - i. Conduct themselves in a manner that will not disturb his neighbors
 - j. Not unreasonably withhold consent for the Lessor to enter the Premises;
 - k. Keep all smoke detectors in working order as noted in section XIX
 - l. Shall not permit smoking inside of apartment, smoking is prohibited in all apartments.
- XXIII. ENTIRE AGREEMENT:** The execution of this lease by Lessee, Lessor and Guarantor shall constitute the transaction of business in Ohio within the meaning of the Ohio Civil Rule 4.3(A)(1) and Section 2307.382 of the Ohio Revised Code. No representations oral or written, not contained herein or attached hereto, shall bind either party, except any attached Addendum.
- XXIV. ADDENDA:** The following addenda and other provisions attached are a party of the Lease.

I HAVE READ THIS LEASE AGREEMENT AND THE ACCOMPANYING ADDENDUMS AND I UNDERSTAND THEM AND AGREE TO ABIDE BY THE CONTENTS OF EACH

LESSEE SIGNED _____

LESSEE PRINTED _____

LESSOR _____

I agree to accept the obligation for my son/daughter under the provisions of the Lease Agreement entered into by him/her with University Apartments in the event he/she should fail to meet such obligations

GUARANTOR SIGNED _____

GUARANTOR PRINTED _____

GUARANTOR ADDRESS _____

GUARANTOR PHONE NUMBER _____

(All signatures require a Notary Public Stamp and signature if not witnessed by Lessor)

STATE OF OHIO

COUNTY OF FRANKLIN

Personally came before me this _____ day of _____, 2011 the above named Lessee and/or Guarantor who acknowledged the signing of the forgoing to be their voluntary act or deed.