

Lease Agreement 

This Lease (hereinafter referred to as the Lease) is made this July 18, 2011 by and between **Wuma LLC, dba University Apartments**, (hereinafter referred to jointly and severally as the Lessor) and _____ (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: **2034 N. High Street Apartment** ___ 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 _____ and ending _____. 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 or money order, 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 key :\$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:

- 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 that is associated with premise.

VIII. UTILITIES:

- a. **GAS:** The Lessee shall be responsible for setting up and payment of gas service 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.
- b. Lessor agrees to pay for utilities services: electric, water and trash. Lessee will be responsible for any other elective utilities that they so choose.
- c. **TRASH DISPOSAL:** Disposal of trash must be done in dumpster located directly behind building. Resident was provided a key and dumpster is to be kept locked at all times. Failure to place trash inside container can result in being charged clean up fees and can 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 an emergency maintenance phone number, which will be given to lessee at move in. 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 at no cost to tenant for any infestations up to two times during this 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. Written notice to enter premises may be done so by email or physically posting notice on entry door, or by one or both methods.
- 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.
- 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 date of expiration.
- XVII. PETS:** Lessee agrees the premise will be totally and completely pet free for the duration of the lease. This acknowledgement is being made on behalf of all residents of the unit. Any lessee found to be in violation of this pet free acknowledgement is hereby given proper notice that anyone or all of the following may occur:

- a. If Lessor determines that the unit is not pet free for any amount of time, it can, at its sole discretion deem this a breach of the lease and avail itself of the remedies it has by law up to and including an eviction;
 - b. Lessee agrees that the failure for all tenants of the unit to maintain a pet free unit entitles Lessor to convert a refundable security deposit on the premise to a non refundable deposit. Lessee agrees to **FORFEIT** all claims it has to a refund of the house security deposit.
- 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 \$60.00 per month. Lessee's purchase of parking pass entitles lessee to park his or her own vehicle in an assigned spot in the rear of property. Parking passes are limited, so parking is not guaranteed to be available.
 - a. The commercial tenants have the authority to use the entire parking lot for special events. During any special event, they have the right to use entire lot and are required to give all residents at least 24 hour notice.
 - b. Lessor is not responsible for safety, damages to, loss or theft of vehicle.
 - c. Parking agreement is NOT included in this lease agreement and is subject to the parking policies, procedures and regulations as outlined in the separate Parking Addendum.
- XX. ENTRANCES AND EXIT DOORS:** Lessee is to keep all entrances and exit doors locked at all times. Lessee agrees to only use exit doors to the rear of building for emergency situations only. Doors are not to be propped open for any reason.
- XXI. 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.
- XXII. 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.

- XXIII. 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 XX;
 - l. Smoking is prohibited in all apartments;
 - m. Keep all entrances to building locked at all times.
- XXIV. LAUNDRY:** Laundry machines are located on 2nd floor. Machines are coin/card-operated and are available for the exclusive use of the residents. Please observe the laundry room hours and guidelines posted. Be considerate of other tenants and make sure to remove clothes from machines as soon as cycles are done. Laundry rates subject to change at any time.
- XXV. 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.
- XXVI. 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.