

**A TWO SEMESTER LEASE AGREEMENT**

**THIS LEASE** is made and entered into this **4th day of September 2013** by and between **John Q. Landlord** (hereinafter referred to as the “Lessor”) as executed by Lessor’s authorized rental agent, Thacker & Associates, Inc., 3996 Oxford-Millville Road, Oxford, Ohio 45056), and **roommates to be named at lease signing** (hereafter referred to as “Lessee”). Lessor and Lessee mutually acknowledge that Thacker & Associates, Inc. is the agent for the Lessor authorized to execute this lease on behalf of Lessor.

Lessor hereby leases to Lessee and Lessee hereby lets from Lessor the Premises commonly known and hereinafter referred to as the “Leased Premises” located at **123 Higher Education Blvd., Oxford, Ohio 45056**, for a term of two semesters of the Miami University calendar, **commencing at 9:00 AM on Wednesday, the 20<sup>th</sup> day of August, 2014, and terminating at 12:00 PM on Wednesday the 20<sup>th</sup> day of May, 2015**. Delay by Lessor in delivering possession of the Premises shall suspend rent due on a prorated basis during such delay but shall not relieve Lessee of any other obligations nor render Lessor liable for any such delay. **Maximum number of tenants allowed by law is 4.**

In consideration of possession and/or right of possession of said Premises as is Lessee agrees to pay Lessor the sum of **Txxxxx Thousand Dollars (\$XX,000.00)** without offset or deduction, in **two** installments of **Txx Thousand Dollars (\$XX,000.00)** each, payable **August 1, 2014 and December 1, 2014**. Rent shall be paid at the office of Thacker & Associates, Inc., Property Management, 3996 Oxford-Millville Road, Oxford, Ohio 45056 in person or mailed to said address so as to arrive on or before due date. Methods of payment are cash, personal check, cashiers check or money order. No electronic transfers, credit or debit cards payments are accepted.

Such lease of said Premises is upon the following agreements, covenants and conditions:

A. JOINT AND SEVERAL LIABILITY:

Each Lessee under this Lease is jointly and severally (individually) liable to Lessor for the total rent due for the Premises, together with any and all damages and any other miscellaneous charges. If one of the Lessees fails to pay rent, damages or other miscellaneous charges, then any one of the other Lessees or any number of other Lessees may be held liable by Lessor for such unpaid rent, damages or charges. However, Lessees making payments on behalf of a defaulting Lessee have the right to demand reimbursement from the defaulting Lessee.

B. SECURITY DEPOSIT:

A security deposit of **X,XXX Hundred Dollars (\$X,X00.00)** is due and payable upon the execution of this Lease. Failure of Lessee to deliver said deposit at the aforesaid time will allow Lessor, at Lessor’s sole discretion, to cancel said lease upon notification of the same delivered to Lessee, thereby rendering this Lease Agreement, null, void, and no effect.

C. UTILITIES:

Lessee shall be responsible for the following utilities: cable or other media services, Internet connection services, telephone, electric, water, sewage, refuse and natural gas. Lessee agrees to install these specific utilities in Lessee’s name by contacting the appropriate utility offices. Lessee shall pay promptly all utility invoices. **Utilities will not be on when Lessee arrives unless prior arrangements for the services have been arranged by Lessee.**

D. ASSIGNMENT AND SUBLEASE:

Lessee agrees not to assign or sublease said leased Premises without the written consent of Lessor. A Lessee’s request to reassign their place on the Lease Agreement must have written approval of all Lessees named on the Lease Agreement before Lessor will consider approving the requested reassignment. No coed living is permitted without the written consent of all parties involved.

E. RIGHT OF ENTRY:

Lessor or Lessor's agents shall have the right to enter and have access to the leased Premises at all reasonable and necessary times to inspect the leased Premises or for any purpose connected with the repair, improvement, care and management or in case of fire or other causes for protection of the interests of Lessee and/or Lessor.

F. DECORATING:

No painting and/or decorating or alteration of the leased Premises itself, exclusive of non-fixed furnishings, shall be allowed by Lessee.

G. LESSOR'S LIABILITY:

All personal property belonging to Lessee or to any other person located in or about the building or leased Premises shall be there at the risk of Lessee and such other person, and neither the Lessor nor Lessor's agents shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto, nor for any damage or injury to said Lessee or to any other persons or to other property, caused by water, snow, frost, steam, heat or cold, dampness, falling plaster, seepage, sewers or sewage gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds or any act, neglect or omission of other Lessees or occupants of the building in which the leased Premises is located or of any other person or caused in any other manner whatsoever. Lessee agrees to protect, indemnify and save harmless Lessor and Lessor's agents from all losses, costs or damages sustained by reason of any act or other occurrence causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the use of the leased Premises or any part thereof of Lessee.

H. PETS:

Lessee is expressly forbidden to have, maintain or house in the leased Premises or any other part of the property, permanently or temporarily, any animal, bird, reptile, rodent, or fish. Violation of this provision will be deemed an act of default that shall entitle Lessor to all remedies at law including forfeiture of the security deposit as liquidated damages and/or eviction pursuant to paragraph K of this Lease Agreement.

I. RESPONSIBILITIES OF LESSOR:

Lessor shall comply with all duties imposed upon Lessor by the applicable provisions of all state laws, municipal codes, regulations or ordinances governing the maintenance, construction, use or appearance of the Premises and the property of which it is a part and, in particular:

1. Lessor shall keep all common areas of the Premises in a safe and sanitary condition;
2. Lessor shall make all timely repairs necessary to put and keep the Premises in a fit and habitable condition;
3. Lessor shall maintain in good and safe working order, all electrical, plumbing, sanitary, heating, ventilating and air conditioning systems, fixtures and appliances;
4. Lessor shall dispose of all rubbish in a sanitary manner;
5. Lessor shall, upon notification of the existence of any insects, rodents or other pests on the Premises, exterminate same;
6. Lessor shall respect Lessee's right to privacy. Except in the case of an emergency, Lessor shall give Lessee Twenty-four (24) hours notice of the intent to enter the Premises, and Lessor shall enter only during reasonable hours.

7. Lessor agrees to enter only after knocking, to leave the Premises in as good condition as when entered, to clean and remove dirt or debris that result from performance of maintenance and repairs, and to lock the rental unit when leaving, unless otherwise requested by Lessee.

J. RESPONSIBILITIES OF LESSEE:

Lessee shall comply with all duties imposed upon the Lessee by the applicable provisions of all state laws, municipal codes, regulations and ordinances, and in particular:

1. Lessee shall keep safe and sanitary that part of the Premises that Lessee occupies and uses;
2. Lessee shall dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner;
3. Lessee shall keep in a clean condition all plumbing fixtures in the Premises;
4. Lessee shall use and operate all electrical and plumbing fixtures properly;
5. Lessee shall not place any foreign objects in toilets or drains;
6. Lessee shall refrain, and forbid any other person who is on the Premises with or without Lessee's permission, from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance, or other part of the Premises;
7. Lessee shall use and operate properly any of the appliances provided by Lessor, including but not limited to, any range, refrigerator, washer, dryer, dishwasher, and/or microwave oven.
8. Lessee shall behave and require other persons on the Premises with or without Lessee's permission, to conduct themselves, in a manner that will not disturb the neighbors' peaceful enjoyment of the community;
9. Lessee shall inform Lessor of any conditions, whether caused by Lessee or due to normal use of the Premises, that should be corrected in order to preserve the condition of the Premises;
10. Lessee shall give consent for Lessor to enter the Premises at reasonable times and upon reasonable notice in order to inspect, make ordinary, necessary and/or agreed upon services or exhibit the Premises to prospective and/or actual purchasers, mortgagees, Lessees, workers and/or contractors. In the event of an emergency, Lessee shall permit Lessor to enter the Premises immediately without the usual notice;
11. Lessee shall maintain a thermostat temperature level of not less than 60 degrees Fahrenheit within the Premises at all times;
12. Lessee shall not engage in any acts that would violate and/or increase the fire insurance premiums on said Premises;
13. Lessee shall not permit nor allow persons other than Lessee to occupy or cohabit the Premises at any time during the term of this Lease.

K. VIOLATION OF LEASE TERMS:

If the rent herein provided for shall at any time be in arrears or unpaid, or if the Lessee should violate or fail to perform any of the covenants, terms and conditions contained in this Lease, the Lessee shall be deemed in default and shall forfeit any and all rights of the Lessee under this lease (excepting those enumerated in Section 5321.04 of the Ohio Revised Code), and further occupancy of said leased Premises after such default and forfeiture shall be deemed and taken to be forcible detainer of such leased Premises by said Lessee and will subject said Lessee to an action by Lessor for forcible detainer. The security deposit or any portion thereof, shall be applied to unpaid rent.

L. WAIVER:

One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed a waiver nor render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

M. STANDARD DEDUCTIONS:

- Lessee agrees to pay the following charges for actual and liquidated damages:
- |    |  |  |
|----|--|--|
| 1. | Clean plugged drains/disposals, etc.<br>due to the actions of the Lessee   | Cost of labor and materials                              |
| 2. | Key(s) not returned at end of lease term   | Cost to re key lock(s)                                   |
| 3. | Unauthorized locking devices on doors  | Cost of labor and materials for<br>removal and repair    |
| 5. | Missing or broken fire alarms, smoke<br>detectors and/or fire extinguishers  | Cost of labor and materials for<br>replacement or repair |
| 6. | Carpets: Burned  | Cost of labor and<br>materials to repair                 |
|    | Torn   | Cost of labor and<br>materials to repair or replace      |
|    | Dirty  | Cost of labor to clean                                   |
| 7. | Any item not specifically identified in this Paragraph M shall be charged to Lessee at the cost of total replacement to Lessor, including the cost of all labor and materials. |  |

N. CLEANING CHARGES:

Lessee will be charged a general cleaning fee of Twenty (\$22.00) per hour if it is necessary for Lessor to clean windows, bathrooms, kitchens, floors, and/or the walls of the Premises upon Lessee's departure.

O. LATE FEES:

Lessee will be charged late fees of Ten Dollars (\$10.00) per day for each day of the semester rent installment is in arrears, subsequent to a five-day grace period following the due date of said semester installment payment and shall continue until the entire semester rent installment and all late fees are paid in full.

Lessee will be charged a fee of Fifty Dollars (\$50.00) for any check presented to Lessor that is dishonored and Lessee immediately shall pay, in United States currency, certified check or money order drawn on a United States Bank, the dishonored check fee and the full amount of the dishonored check. No replacement personal checks will be accepted. In addition, the provisions are not in lieu of any other legal remedies available to Lessor or Lessor's agent for non-payment or late payment of rent by Lessee.

P. LAWFUL USE:

1. Lessee shall use the Premises in a lawful manner; thus, Lessee shall not permit violations of any laws, including those pertaining to alcohol and other drugs.
2. Lessee shall use the Premises as a residential dwelling; thus, Lessee shall not disturb or annoy other residents of the Premises or the neighborhood.
3. Lessee shall not cause nor maintain any dangerous, noxious or offensive activity that might constitute a nuisance to others.

Q. ABANDONMENT OF THE PREMISES:

If the Lessee shall at any time vacate or abandon said Premises and leave any goods or chattels in, upon or about the said Premises for a period of fifteen (15) days after such vacation or abandonment or after the termination of Lessee's lease in any manner whatsoever, then the Lessor shall have the right to sell all or any part of said goods and chattels at public or private sale without notice to the Lessee, all notice required and to apply the proceeds of such sale first, to the payment of all costs and expenses of conducting the sale or caring for or storing chattels, and second, to apply the balance to any indebtedness due Lessor from Lessee, and third, to deliver any surplus on demand in writing to Lessee. Lessor is hereby authorized but under no obligation to store such property of Lessee in any warehouse or other place at the expense of and for the account of said Lessee.

R. DAMAGE OR DESTRUCTION OF PREMISES:

Should fire, for which Lessee is not deemed responsible, or any Act of God damage said Premises so as to make them uninhabitable, this Lease shall become null and void and all rights and obligations of all parties there under shall be extinguished.

S. LESSOR'S RIGHT TO MAKE FURTHER RULES:

Lessor or his/her agent shall have the right to make such other and further reasonable rules and regulations as in their judgment may from time to time be needed for the safety, care, and cleanliness of the Premises and for the preservation of good order therein and the same to be kept and observed by Lessee, Lessee's families, visitors, guests, clerks, servants, and agents. Lessor shall not be responsible for the non-observance or failure of any Lessee to observe these Rule and Regulations. Changes and/or additions may be made at any time and are binding upon the Lessee upon sending of written notice of such.

T. HOUSE RULES AND REGULATIONS:

1. Lessee shall have utilities transferred to Lessee's name immediately prior to occupancy.
2. Lessee shall be charged a fee of Fifty Dollars (\$50.00) for each lockout; this does not include the cost of a replacement key should one be necessary.
3. Lessee shall keep the leased Premises safe and sanitary. All trash must be removed during vacation periods to prevent pest infestations. Lessee shall be charged for exterminating the Leased Premises if Lessor deems said extermination was necessitated by the acts of the Lessee.
4. Absolutely no sanitary napkins, tampons, condoms, paper towels, paper napkins, dental floss, other personal hygiene items, or household cleaning aids shall be flushed down toilets. Lessee shall be charged for plumbing repairs resulting from the placement of the aforementioned, or any other foreign objects, therein.
5. Any pets found on the Premises at any time shall result in the loss of the entire security deposit and possible eviction from the Premises.
6. No one is permitted on the roof. If Lessee, or his guest or invitee, is observed at any time to be on the roof of the said Premises, the entire security deposits shall be forfeited.
7. No one is permitted to park on the grass at any time; a fine of One Hundred Dollars (\$100.00) for each occurrence will be charged to Lessee.
8. Co-ed living on the Premises is not permitted.
9. No washing of motor vehicles are permitted on or about the Premises.
10. Lessee shall, under no circumstances, turn the heat off completely in said Premises, during the winter months. When departing the Premises for break or vacation, Lessee shall set the thermostats in said Premises a temperature not lower than Sixty Degrees Fahrenheit (60°F). If damage to pipes or other portions of the Premises occurs due to the Lessee's disregard of this provision, said damages, as well as any and all other damages,

- including structural damages, and the costs of repair and remodeling, shall be responsibility of Lessee.
11. Absolutely no grease, fat or cooking oils are to be poured into the sinks or any other drains in, on or about the Premises.
  12. No changing or adding of locks is permitted without the Lessor's written permission.
  13. No water beds are permitted on the premises without the written permission of Lessor.
  14. Lessee is responsible for replacing light bulbs that burn out in, on or about the premises.
  15. Lessee shall not remove or disable smoke detectors in or about the premises. Batteries that lose power during term of lease must be replaced by Lessee or reported to Lessor immediately for replacement.
  16. Lessee shall not remove or frivolously discharge fire extinguisher that is found in the kitchen area and it must be kept accessible at all times. Discharged fire extinguishers shall be replaced by the Lessee or reported to Lessor immediately for replacement.
  17. Lessee shall behave, and require other persons on or about the Premises, to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the community or neighborhood.
  18. **The Premises is not available for summer rental unless permission is granted in writing.**
  19. No bicycles or other wheeled vehicles are to be parked in the hallways.
  20. Only furniture that is expressly designed by the manufacturer for outdoor use shall be permitted on the front porch. No furniture of any other kind is permitted on or in the yard. **Said furniture shall be removed from the Premises at the Lessee's expense. Any fines or court costs levied by the City of Oxford or the Courts for such a violation shall be the responsibility of the Lessee.**
  21. **Keg Parties: No keg parties are permitted on the Premises.**
  22. Lessee is responsible for compliance with all applicable Miami University Rules and Regulations, City of Oxford and other local laws and ordinances, State of Ohio and Federal laws. All fines or court costs levied against the Lessee and/or the Lessor for Lessee's failure to comply with any or all of said rules, regulations, laws and/or ordinances shall be paid in full by Lessee; further Lessee shall pay all attorneys' fees related to said violations by Lessee.
  23. **Premises shall be maintained as smoke free.**
  24. Open flame cooking devices such as charcoal and gas grills shall not be operated on the porches or within 10 feet of combustible construction.
  25. Porches, patios and balconies are to be maintained in a neat and orderly manner and are not to be used as a temporary or permanent storage for items such as trash, mops, brooms, buckets, tools, tires, automotive batteries, flammable, noxious or hazardous materials or materials which attract bugs, insects, rodents, and wild animals. Drying of clothes or other materials on the porches, balconies and railings is prohibited.
  26. Lessee is responsible for snow and ice removal.

U. CONDITION OF PREMISES:

Lessee hereby acknowledges that as of the beginning of the Term the Premises and its furnishings and fixtures are in good repair and leaseable condition, except as otherwise specifically noted on Exhibit "B" which is completed at move-in. Exhibit "B" is commonly called the tenant move in report.

V. COMPLIANCE WITH OHIO LAW: SEVERABILITY:

Ohio law shall apply to this Lease. Lessor intends this lease to be in compliance with the laws of the state of Ohio. Any rights and remedies contained in this lease shall be cumulative to any rights or remedies specified under the laws of Ohio. If any provision of this lease is held invalid, the validity of the remaining provisions shall not be affected. This lease shall be construed as though such invalid provisions had been omitted.

**W. 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)

**X. LESSEE OBJECTION NOTIFICATION:**

Lessee shall, within five (5) days after occurrence, notify Lessor, in writing, of any alleged violation by Lessor of any of its obligations arising under this Lease or otherwise. Lessor has designated THACKER & ASSOCIATES, INC. as its agent for the purposes of exercising any of Lessor's rights hereunder. Any notices or demands to Lessor, whether pursuant to this Lease or otherwise, must be in writing and must be delivered by hand delivery or certified mail, Return Receipt Requested, to: THACKER & ASSOCIATES, INC., 3996 Oxford-Millville Road, Oxford, Ohio 45056. The failure of Lessee to make such notification in writing, within the time prescribed, shall constitute a total and complete waiver of said objection and shall not be alleged by Lessee as any grounds for non-performance of any provision of this lease in a court of law or otherwise.

**ACKNOWLEDGEMENT**

LESSEE HEREBY ACKNOWLEDGES THAT SAID LESSEE HAS READ THIS LEASE AGREEMENT AND THE RULES AND REGULATIONS. LESSEE UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND WELL-BEING OF ALL OCCUPANTS OF THE PREMISES AND AFFIRMS THAT LESSEE WILL IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT. LESSEE ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST LESSEE AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. LESSEE SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE AGREEMENT OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY LESSEE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first above written.

CAUTION

**IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS LEASE BEFORE YOU SIGN IT.**

1.) LESSEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

LESSEE'S PRINTED NAME: \_\_\_\_\_

2.) LESSEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

LESSEE'S PRINTED NAME: \_\_\_\_\_

3.) LESSEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

LESSEE'S PRINTED NAME: \_\_\_\_\_

4.) LESSEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

LESSEE'S PRINTED NAME: \_\_\_\_\_

LESSOR: John Q. Landlord, Owner

By \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## TENANT'S CONFIDENTIAL INFORMATION

Note: This information is keep confidential and is used solely for the purpose of proof of your identity and contacting an emergency contact person if necessary.

LESSEE'S PRINTED NAME: \_\_\_\_\_

LESSEE'S CURRENT ADDRESS: \_\_\_\_\_

\_\_\_\_\_

LESSEE'S CELL PHONE: \_\_\_\_\_

(Please include area code)

LESSEE'S PERMANENT E-MAIL ADDRESS: \_\_\_\_\_

LESSEE'S PERSONAL CONTACT IN CASE OF AN EMERGENCY:

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

**DRIVER LICENSE TO BE COPIED HERE:**

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