

# LEASE

**LESSOR/LEASEE: BY THIS AGREEMENT**, made in Athens County, Ohio as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Stouts Inc, Athens, Ohio (referred to as "Lessor") and the following named individuals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Herein after referred to as "Lessees"), Lessor demises, lets and leases to Lessees the following described property (the "Leased Premises"), situated in Athens County, Ohio, and more particularly located and described as follows: \_\_\_\_\_.

**LEASE TERM:** Lessees shall occupy the above premises beginning May 8, 2027 and ending April 29, 2028 at 1 00 p.m. REGARDLESS OF THE DATES ABOVE THE LEASE STARTS ON THE SATURDAY 1 WEEK AFTER GRADUATION AND ENDS APPROXIMATELY 1 YEAR LATER AT 2 00 P.M. ON GRADUATION DAY. THIS LANGUAGE IS WRITTEN BECAUSE IT IS POSSIBLE OHIO UNIVERSITY CHANGES THE ENDING OR BEGINNING OF A SCHOOL YEAR OR INCORRECT DATES WERE POSTED ON WEB SITES. THIS LEASE IS FOR A SCHOOL YEAR AND NOT A CALENDAR YEAR AND IT IS NOT PRO RATED IF THE YEAR IS SHORTER THAN 365 DAYS

**RENTAL PAYMENTS:** Lessees agree to pay Lessor, his successors and assigns, for and during the term of this Lease, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) annual rental, payable during the term of this Lease in 3 equal installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in advance, on or before the dates listed below:

- 1<sup>st</sup> installment of \$ \_\_\_\_\_ due on or before April 1<sup>st</sup>;
- 2<sup>nd</sup> installment of \$ \_\_\_\_\_ due on or before August 1<sup>st</sup>;
- 3<sup>rd</sup> installment of \$ \_\_\_\_\_ due on or before December 1<sup>st</sup>,

All rental payments shall be mailed to Stouts Inc, 32 W. Stimson Ave, Athens, Ohio, 45701. **There shall be a \$5.00 per day per lessee late penalty for each day that any rental payment is delinquent.** The failure by Lessor to enforce this provision in any given period shall not constitute a waiver of any remedy afforded to Lessor or to collect said delinquent charge at a later date. Accumulated late penalties may be billed monthly or deducted from the security deposit described below.

**SECURITY DEPOSIT:** Lessees shall deposit with Lessor, immediately upon the signing of this Lease, a security deposit in the total sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as security for Lessees' faithful performance of all terms and conditions herein stated. Lessees further agree that no portion of said security deposit shall be a substitute for, or in lieu of, any rental payment due under this Lease, including the final rental payment. Lessees further agree that Lessor shall have the right, without prejudice to any of his remedies, to apply all or part of such security deposit to payment for restoration of extraordinary wear and tear or damage to the Leased premises, or delinquent rent and/or late

penalties, broken windows, damage to walls, stains on carpets, or any and all other damages, defacing of the Leased Premises, or other expenses incurred by Lessor because of Lessees' tenancy. A cleaning fee of \$ \_\_\_\_\_ will be charged at the termination of this lease and deducted from deposit. Tenants agree to do 1 DEEP CLEAN each semester to include removal of soap scum from shower, clean bathroom, clean kitchen including stove & frig, floors sweep and mop, baseboard dust removed and general cleaning of entire unit. Additional cleaning fee of \$25 per hour to be charged from deposit if unit is excessively dirty. \$50 haul item for each big items left in the house such as a desk, chair, sofa.

**OCCUPANCY:** Lessees understand and agree that Lessees shall occupy the Leased Premises as and for a personal and exclusive residence only, and no other persons shall occupy the Leased Premises without the prior written consent of Lessor. **The above-named Lessees are jointly and severally liable on all debts, rents, damages and other obligations described herein.**

**FACILITIES AND LIABILITY:** Lessees hereby accept and assume full responsibility for the Leased Premises and hereby release Lessor from all liability for injury to the person or property of Lessees or of the Lessees' guests or family members while within or about said premises. Lessor shall maintain insurance of the structure; however, Lessor is not responsible for any personal property placed by Lessees in, on or about the Leased premises before, during or after the term of this Lease. Lessees must provide their own content coverage, if any is desired. Lessees shall be financially responsible for damage to any property not covered by Lessor's insurance if at fault for all items including fire, water damage including frozen water lines due to furnace turned off or below minimum heat level requirements. This includes paying for insurance deductible and depreciated items and appliances.

**RULES AND REGULATIONS:**

- A. PET POLICY.... there is a \$700.00 1 time upfront payment per pet for the year. All animals with legs are considered pets which include dogs, cats, rabbits, squirrel, raccoons, and ferrets.
- B. Lessees shall not paint or alter any part of the Lease Premises without prior written consent of Lessor, and all carpets, floors, walls, bathroom and kitchen fixtures, stoves, refrigerators and other features and fixtures of the Leased premises shall be kept clean and sanitary.
- C. Lessees shall remove all rubbish, garbage, litter, and other waste from the Leased Premises weekly and Lessees shall keep the Leased Premises and the grounds free of debris and litter. If Lessees fail to comply with this provision, Lessor may charge \$25.00 per Lessee per occurrence to compensate Lessor for the expense of removing rubbish, garbage litter, and other waste from the Leased premises, the charges may be billed monthly or deducted from the security deposit.
- D. At Lessor's sole discretion, Lessees are allowed only acceptable outdoor furniture on the porches or in the yard of the Leased Premises. Upholstered furniture, appliances, or similar indoor-type items will not under any circumstance, be allowed to be kept on the porches or other outside areas of the Leased Premises.
- E. Lessees are restricted from going out upon or using the roof or any porch roof of the leased Premises for any and all activities. If Lessees have gone out upon or used the roof or any porch roof then it shall be construed as a breach of the terms and conditions of this agreement and shall cause this lease/rental agreement to be forfeited at the election of the landlord, after which the landlord shall have the right to reenter and repossess the leased premises.
- F. Lessees shall not nail items to the walls, put tape on the walls, or place any hangings on the walls, which may damage the plaster, wallpaper or surface coating of the walls.
- G. Lessees is NOT permitted to rent or give parking spaces. Parking spaces are for tenants only and cannot be used by others not on the lease. ( YOU CANNOT RENT THE PARKING. )
- H. Charges will be assessed for any repairs necessitated by the negligence of the Renter such as; sanitary devices such as tampons, pads, baby wipes, sanitary wipes, paper towels, or large wads or any type of paper or cloth or any other such items flushed down the commode, sink or other areas which cause plumbing problems; food and grease should never be put down the drain, etc. In the event such should occur, charges assessed will be divided equally among Renters and paid by them. The deposit will not cover such charges.
- I. Tenants may not store items in the furnace / hot water heater room. Items include cardboard, wood, blankets, clothes, and rags. Flammable items such as gas, cleaning products, and

personal care products should be avoided as well. Tenants understand that storing items near the furnace can cause fires but also block air pathways which can cause gas affixation. Lessees shall not keep or permit anything of a dangerous, flammable or explosive nature, which might increase the chance of fire or damage to the Leased Premises.

- J. The unit and premises will not be used, or allowed to be used in any noisy, boisterous, or other manner offensive to the Lessor or to any other occupants of the Premises, for any unlawful purposes nor for any purposes deemed hazardous by the Lessor or Lessor's Insurance Company because of fire and other risks and Lessee will conform with and obey all laws, ordinances, rules, regulations, requirements and orders of all Governmental Agencies or Sub-Divisions having jurisdiction over said premises or the use or occupancy thereof. There are no large parties permitted on the premises and not more than ten (8) people allowed per room at one time. In addition, there shall be no more than ten (10) people on the porch, deck, or balcony at one time. Lessees understand structural damage and injury can occur when too many people gather in one area of the house or decks.

Lessees' failure to keep and observe the above rules will constitute a breach of the terms of this Lease.

**CARE OF LEASED PREMISES:** Lessees are responsible for any missing smoke detectors and/or fire extinguishers. Smoke detectors and fire extinguishers are to be kept in working order at all times.

Care of the Lease Premises includes vacuuming, dusting and other regular household upkeep. Lessor may give 24 hours verbal notice to Lessees to clean the Leased Premises. If Lessees do not comply Lessor may hire maintenance personnel to do such cleaning and charge Lessees the cost for same.

Lessees shall be solely responsible for any snow and ice removal from the Leased Premises. The sidewalks, driveway and porches shall also be properly maintained as needed year-round, including but not limited to snow removal. If Lessee fail to clean snow from walks by noon there will be a \$75.00 charge for snow removal services. **Lessees also agrees that they will maintain a temperature inside the residence of not less than 60 degrees during the winter and at all times when the property's plumbing may be in jeopardy of damage due to cold and/or inclement weather.**

**LESSOR'S RIGHT OF ENTRY:** Lessor or his agents shall have the right to enter the Leased Premises at reasonable times to make necessary repairs, or to exhibit the Lease Premises for rent, or in case of fire or other causes for the protection of the interests of Lessees and/or Lessor. Lessor will provide at least 24 hours notice prior to any inspection, unless circumstances require an emergency inspection.

**UTILITIES:** Lessees shall furnish and pay for all utilities used in and about the housing. Lessee understand that the city has the city utility bill in the Lessor's name and a bill will come to the Lessees' address and they are the ones who pay the bill each and every month. Lessee understands that if they want the water turned off in the summer it is their responsibility to contract the lessor to turn the water off so they are not charged a city utility bill. Additional comments \_\_\_\_\_

**ASSIGNMENT AND SUBLETTING:** Lessees shall not assign this Lease or sublet the Leased Premises without Lessor's express written consent. If one of the Lessees vacates the Leased premises prior to the end of the lease term, the vacating Lessee shall be fully responsible for his or her obligations created hereunder, as well as the remaining Lessees continuing to be fully responsible for maintaining the terms and conditions of this Lease.

**DEFAULT:** If the rent due hereunder, or any part thereof, shall remain unpaid for five (5) days after it shall become due, and without any demand therefore, if the Lessees shall fail to keep and perform any of the terms, agreements and covenants herein specified to be fulfilled by Lessees, it shall be lawful for Lessor to re-enter the Leased premises and repossess the same as is the lessor's right prior to the execution of this Lease. Thereupon, this Lease, and everything herein contained on the Lessor's all rental installments for the remainder of the term of this Lese shall immediately become due and payable at the option of Lessor, without notice or demand, said notice and demand being hereby expressly waived by Lessees.

