

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of _____, between **The Athens Real Estate Company, LLC, Rental Management Division** ("Landlord"), and the following named individuals:

1. _____

hereinafter collectively referred to as "Tenant"* (whether one or more than one).

*EACH PERSON WHO IS PARTY TO THIS LEASE IS SINGULARLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT.

The parties agree as follows:

PREMISES: Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant, the following dwelling (hereinafter the "Premises"): _____ located at _____.

OCCUPANTS: Tenant acknowledges and agrees that Landlord is permitted to have _____ occupants reside in the rental unit, per Athens City Code Enforcement Office, where applicable. The rental unit is leased to individuals named above, and no other permanent occupants of the premises shall be permitted under the terms of this agreement. Weekend guest may be permitted to stay at the premises, but guests may not stay at the rental unit for any period in excess of three (3) successive nights. If any Code Enforcement Officer or other governmental agency requires a reduction in the number of occupants at the subject premises during the term of this Lease, Landlord shall not be responsible to Tenants for damages, other than a proration of rent for the reduced occupancy of the premises.

UTILITIES: Landlord is responsible for the following utilities:

- | | | |
|--|--------------------------------------|--|
| <input type="checkbox"/> Electric | <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Fuel Oil/Kerosene |
| <input type="checkbox"/> Propane | <input type="checkbox"/> Water/Sewer | <input type="checkbox"/> Phone/Internet |
| <input type="checkbox"/> Cable TV/Dish | <input type="checkbox"/> Trash | <input type="checkbox"/> Lawn Care |

All other utilities—including the following—are the full responsibility of the Tenant:

- | | | |
|--|--------------------------------------|--|
| <input type="checkbox"/> Electric | <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Fuel Oil/Kerosene |
| <input type="checkbox"/> Propane | <input type="checkbox"/> Water/Sewer | <input type="checkbox"/> Phone/Internet |
| <input type="checkbox"/> Cable TV/Dish | <input type="checkbox"/> Trash | <input type="checkbox"/> Lawn Care |

Thermostat for heat shall be set so as the ambient temperature does not fall below 60 degrees F. Repair costs—that are the result of frozen water pipes due to an inadequately heated premises where the tenant is responsible for the heating utilities—are the responsibility of the Tenant, and may be deducted from the Security deposit. If unit has central air conditioning, Tenant is not permitted to use/install window air conditioning unit(s) without express written permission of Landlord.

TERM: The Lease Term will begin on _____, and will terminate on _____.

LEASE PAYMENTS: Tenant shall pay to Landlord the total sum of _____ for the entire term of this lease, payable in equal _____, payable in advance on the _____ day of _____, specifically: _____.

AGAIN, EACH INDIVIDUAL WHO IS PARTY TO THIS LEASE IS SINGULARLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT. In effect, should one or more individuals fail to perform the terms and conditions of this Lease, the other individuals shall remain jointly responsible.

Lease payments shall be made to **The Athens Real Estate Company, 540 West Union Street Suite A, PO Box 380, Athens, OH 45701**, which may be changed from time to time by the landlord.

SECURITY DEPOSIT: Tenant agrees to pay [redacted] on or before [redacted], to secure the unit, payable as follows:

Tenant shall pay to Landlord, in trust, earnest money and deposit of [redacted] to be held as security for the faithful performance of this Lease, and disbursed for damages, including unreasonable wear and tear to the Premises (if any) by the Tenant or Tenants' guests, or for Tenants' failure to comply with their responsibilities under the terms of this Lease, as provided by law. Disfigurement of any kind including burn marks, stains, gouges, cracks, or breakage is not considered normal wear and tear, thus Tenant is severally liable for labor and material costs required to repair or replace any damaged property. A cleaning fee will be deducted if the premises are not left in the same condition as when they were initially occupied. This includes: floor surfaces, walls, cabinets, tubs, sinks, and refrigerators. Tenant is responsible for filling out a Tenant Move-in Sheet (available from Landlord) of damages and condition of property upon initial occupancy. If Tenant fails to do so, Landlord will assume premises are in perfect repair and condition and will hold Tenant liable. If premises are not perfectly clean upon initial occupancy, Tenant must inform Landlord, in which case Landlord will take the necessary measures to correct the situation. If Tenant fails to do so and cleans the apartment themselves, Landlord will not reimburse them and they are still responsible for turning over the apartment in perfect condition upon moving out. A hauling fee will be deducted for any items left on premises including furniture, etc. If Landlord must repossess the rental unit because of abandonment, default, or breach of the Lease by Tenants, Landlord may apply the security deposit to all damages suffered to the date of possession, and Landlord may also retain the balance of the security deposit to apply to damages that may accrue during the pendency of the controversy of resolving Tenants' obligations under this Lease agreement. Landlord shall not pay interest on deposit, but agrees to return Tenants' security deposit, together with a statement itemizing deductions from the security deposit with thirty (30) days of completion of the three following events: (a) the termination of this Lease, (b) Tenants' return of possession (including the keys), and (c) Landlord's receipt of Tenants' forwarding address. If the security deposit is insufficient to compensate Landlord for the damages cause during tenants' occupancy of the premises, Landlord shall give written notice to Tenants of the nature and amount of the deficiency. Tenants shall pay the amount of the deficiency to the Landlord within thirty (30) days of receipt of such notice. In addition to cancellation charges by Landlord's bank, Tenants will be charged a processing fee of fifteen dollars (\$15.00) for reissuing a check for any reason. Tenant may not designate security deposit as part of any rent payment. Tenants attempting to use their security deposit as rent will be charged a late fee.

POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. Tenant agrees that it is imperative to remove themselves and all their belongings from the premises by midnight of the last day of this lease so that future Tenants may move in on time. Failure to do so will result in a forfeit of security deposit.

USE OF PREMISES/ABSENCES: Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

KEYS: Landlord shall provide one (1) key for the house, which shall be returned to Landlord at final walk-through inspection at end of Lease Term. In the event that Tenant is locked out of Premises and Landlord is required to provide access to the Premises for the Tenant, a twenty-five dollar (\$25) service charge, due immediately, shall apply.

PETS: No pets are allowed without express written permission of Landlord.

CONDITION at OCCUPANCY, DAMAGES and REPAIRS to PROPERTY: Prior to occupancy of premises, Landlord and Tenant shall perform a walkthrough of the Premises in order to perform an inspection of condition. The results of this inspection shall be recorded on the "Tenant Move-In Sheet," and both Landlord and Tenant shall acknowledge the unit's condition at possession by signature. Tenants shall pay for all repairs to the premises and appliances that are necessary because of Tenant's negligence or abuse, and the cost of said repairs shall be paid by Tenants within fourteen (14) days of the day Tenants receive an invoice or bill from Landlord. Landlord shall not be liable for damages caused by Tenants or Tenant's guests, but Landlord shall make repairs caused by normal wear and tear. 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 the Landlord will make the necessary repairs within a reasonable period of time after Tenants give written notice of the need for such repairs. Tenants shall not repair or have repairs made for any damages without Landlord's consent. Certain damages, in the experience of the Landlord, may occur with regularity and Tenants agree to the following minimum charges for such damages: ten dollars (\$10) for failure to return key at end of Lease term; thirty dollars (\$30) for refrigerator left unclean; thirty-five dollars for trash/debris left in unit (\$35); forty dollars (\$40) per hour for any other cleaning of premises.

CARE and USE of PREMISES DURING LEASE TERM: Tenants will maintain the rental unit and the appliances in the unit in good, clean condition. Tenants shall abide by the "Rules and Regulations" distributed to Tenants by the Landlord, and any additional restrictions on the rental unit, including but not limited to "Declaration of Condominium Ownership," if applicable. The aforesaid rules and regulations and other restrictions shall be delivered to Tenants, signed and acknowledged by Tenants, and they shall thereafter become part of the terms of this Lease. Tenants agree to not commit waste on the premises, or to maintain or permit any type of nuisance or any other unlawful activity. Tenants will not put locks on any doors including bedroom doors unless arrangements are made to utilize locksmith designated by Landlord. Any such lock will be forfeited to the property owner at termination of Lease. Tenants shall refrain from permitting loud noise, or other activities, which would interfere with neighbor's enjoyment of their property. Loud parties and the playing of televisions, radios, or other sound equipment, in a manner disturbing other individuals in the neighborhood shall be prohibited. Moreover, Tenants shall control any parties, or other social activities, at the rental unit, and Tenants acknowledge they are jointly and severally responsible for any damages cause to the rental unit as a result of their social activities. Among other rules and regulations, there shall be no pets of any kind in said premises, or bricks, concrete blocks, or construction materials kept in the aforesaid leased premises. If any pets are seen or found on the premises, the Tenant will be notified in writing to vacate. No rent or deposits will be refunded. Due to the high risk of fire, and permanent damage to carpet from dripping wax, there is to be no candle burning on the premises. Animal urine or hair and/or wax on the carpet will result in replacement of the carpet and Tenants will be charged accordingly. A high number of fires in student housing across the country have been due to faulty extension cords and overloaded receptacles. For this reason it is against Athens City Code to use an extension cord or any device that increases the number of outlets on a receptacle that does not have a built in surge protector. It is agreed that any regular extension cords or outlet extending devices will be confiscated by landlord. Thermostats must be maintained at 60F or higher during winter months to prevent pipes from freezing. Further, there shall not be any

upholstered furniture, hibachis, or any other cooking apparatuses allowed on any porches, decks, patios, or other areas, unless expressly designated by Agent. If at any time tenants are warned to remove upholstered furniture, hibachis, or any other items previously mentioned and do not, they will be hauled away at the tenant's expense. There shall be no window air conditioning units without prior consent of Landlord. Further, there shall be no waterbeds or other structures which may cause the premises damage. Tenants shall not paint any of the aforesaid premises without the prior written consent of the Landlord, and all carpets, floors, walls, bathroom and kitchen fixtures, stoves, refrigerators, and other features and fixtures of the premises shall be kept clean and sanitary. Tenants agree to remove all trash and rubbish from said premises on a weekly basis, and Tenants shall keep the premises free of debris. Further, Tenants shall not nail items to the walls, put tape on the walls, or place any hangings on the wall which may damage the plaster, wallpaper, or surface coating of the walls. Tenants may mount items using picture hangers or poster mounts. Small holes made by picture hangers are allowed (one per picture, several for tapestries). Tenants also agree to abide by all statutory obligations required by Ohio Revised Code 5321.05. Failure to keep and observe the above rules will constitute a breach of the terms of this Lease.

PROPERTY INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

MAINTENANCE: Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitation.

TAXES: Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES: Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES: Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

HABITABILITY: Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS: Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS: Tenant shall pay a late fee equal to \$25 per day, beginning the day after the due date for each payment that is not paid within three (3) days after its due date. The postmark on the envelope containing the rent check establishes the legal date of payment. If rent is

due on a day that the Post Office is closed, the next available business mailing day shall constitute the rent due date.

HOLDOVER: If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to the Landlord a lease payment for the Holdover Period equal to 200.00 % of the normal payment rate set forth in the Lease Payments paragraph. Such holdover shall constitute a month to month extension of this Lease.

CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS: Tenant shall be charged \$25 for each check that is returned to Landlord for lack of sufficient funds. If a returned check results in a late payment, the Late Payment provisions shall apply.

ACCESS BY LANDLORD TO PREMISES: Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

NOTICE: If you are not renewing your lease, Landlord may show your apartment/unit/house by providing 24 hour notice; permission of tenant is not required.

DANGEROUS MATERIALS: Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

ASSIGNABILITY/SUBLETTING: Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Name: The Athens Real Estate Company
740-589-4600 or 541-3251
Address: P.O. Box 380
Athens, OH 45701

Such addresses may be changed from time to time by either party by providing notice as set forth above.

TENANT CONTACT INFO:

It is Tenant's responsibility to notify Landlord immediately of any changes in their contact information.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the State of Ohio.

ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

LANDLORD:

DATE:

The Athens Real Estate Company (Russell Chamberlain)

TENANT:

DATE:

SAMPLE

