

# Lease Agreement

## School Year of 2020-2021

Agent: Oxford Real Estate, Inc. 19 S. Beech St., Oxford, Ohio 45056  
Phone (513) 523-4532 Email [rentals@oxre.com](mailto:rentals@oxre.com) Website [www.oxre.com](http://www.oxre.com)

### Persons Signing Lease

This Lease Agreement is referred to as this "Lease." The persons named below are the tenants. The tenants are collectively referred to in this Lease as "you," "your," "tenant," or, for the purpose of emphasis, "all of you." The landlord named below is the deed owner of the described rental property, referred to in this Lease as "we," "us," "our," or "landlord." Oxford Real Estate, Inc. is the management company and authorized agent for the named landlord and deed owner, referred to in this Lease as our "Agent." Our Agent is not your landlord and is not the owner of the property. We authorize our Agent to handle our communications to and from all of you, and to sign this Lease on our behalf. We may also authorize and direct our Agent to carry out our responsibilities and enforce our rights under this Lease.

Our name as your landlord: \_\_\_\_\_

Your full legal names with middle initials (print):

1. \_\_\_\_\_ 2. \_\_\_\_\_
3. \_\_\_\_\_ 4. \_\_\_\_\_
5. \_\_\_\_\_ 6. \_\_\_\_\_
7. \_\_\_\_\_ 8. \_\_\_\_\_
9. \_\_\_\_\_ 10. \_\_\_\_\_
11. \_\_\_\_\_ 12. \_\_\_\_\_

**Importantly, once you sign this Lease, you are individually bound by all terms and fully responsible for all rents for the entire lease term. You bear the risk if your anticipated roommates fail to sign this Lease.**

### Key Lease Terms

These **Key Lease Terms** require us to fill in blanks with important terms that specifically apply to you and bind you as part of this Lease. The Key Lease Terms are further described and detailed throughout this Lease.

The "**Leased Property**" refers to the property we rent to you with the street address of:

\_\_\_\_\_

The Leased Property includes the building, any porches, balconies, or patios attached to the building; stairwell areas; and any common grounds. The Leased Property does not include any attached or detached garages or storage areas of any kind. The exceptions or additions are (state "none" or describe):

\_\_\_\_\_

\_\_\_\_\_

The **maximum occupants permitted** to reside in the Leased Property is \_\_\_\_\_ in accordance with housing, health and zoning regulations and is limited to the parties of this Lease or persons acquiring legal rights of occupying hereunder.

You designate one person as your **Contact Person**: \_\_\_\_\_

Initial only after you have closely read, understood, and agree to all lease terms on this Page 1 of 10

1. \_\_\_ 2. \_\_\_ 3. \_\_\_ 4. \_\_\_ 5. \_\_\_ 6. \_\_\_ 7. \_\_\_ 8. \_\_\_ 9. \_\_\_ 10. \_\_\_ 11. \_\_\_ 12. \_\_\_

The "Lease Term" begins at **12:00 noon on the Wednesday prior to Miami University's 2020 fall semester scheduled classes begin** and ends at **12:00 noon on the Monday after Miami University's 2021 spring semester last scheduled classes or exams.**

The "Rent" for the Leased Property for the entire Lease Term totals: \$ \_\_\_\_\_

You shall pay the Rent in installment payments by the stated due dates as follows:

The amount of \$ \_\_\_\_\_ is due no later than the date of \_\_\_\_\_

The amount of \$ \_\_\_\_\_ is due no later than the date of \_\_\_\_\_

The amount of \$ \_\_\_\_\_ is due no later than the date of \_\_\_\_\_

The amount of \$ \_\_\_\_\_ is due no later than the date of \_\_\_\_\_

The "Security Deposit" due when you sign this Lease totals: \$ \_\_\_\_\_

You shall pay all "Utilities" and other services during the Lease Term, except we shall pay (state "none" or describe): \_\_\_\_\_

### Lease Terms

**Joint and Several Liability.** Importantly, understand that you are jointly and severally liable for all rents and other terms of this Lease. In other words, contractually and legally you and any other persons who sign as a tenant on the last page of this Lease is individually responsible for 100% of the Rent, all damages to the Leased Property, and all other obligations under this Lease. For example, while you may choose to pay equal shares of the Rent among your roommates who will sign this Lease, it is not our responsibility to enforce your arrangement or collect equal shares from each signed tenant. As another example, if one person signed to this Lease fails to pay Rent, or vacates before the end of the Lease Term, or stays beyond the Lease Term, you continue to be fully responsible for payment of all Rent under this Lease. As a third example, we may pursue legal action against you for payment of all unpaid Rent even if you already paid a proportionate share of the rents due.

This Lease is a contract enforceable between us and you, and is not a contract enforceable by you against your fellow roommates. For this reason, you are encouraged to create a separate "Roommate Agreement" with your fellow roommates as to the terms amongst yourselves to share rents, utilities, respect each other's privacy, etc.

**Notices and Communications to and from you and us.** You will communicate with us through your Contact Person named under the *Key Lease Terms* section of this Lease. Likewise, we will communicate to all of you through your Contact Person. All of our communications and correspondence received by your Contact Person shall constitute receipt by all of you. For routine notices, we may use email. For notices of default or breach of this Lease, we will use e-mail, mail or hand delivery.

All of you may in writing request a change in the Contact Person for any reason. If all of you do not agree to the change, provide us with more than one name and we will choose the Contact Person or at our option designate more than one Contact Person. If the Contact Person fails to provide us current contact information or fails to timely respond to us, we may choose to change the Contact Person to one of the other tenants to this Lease.

**Guarantee by Parents/Legal Guardians of Tenant Form.** All of you when you sign this Lease must each provide a fully completed Guarantee by Parents/Legal Guardians of Tenant form signed by one or both of your parents or legal guardian. This Lease is not void if any parent fails to sign. This Lease is enforceable against those persons who sign this Lease or a Parent Guarantee effective the date of signing. The proper completion and signing of the Parent Guarantee form constitutes a material term and requirement of this Lease. This form is available from our Agent's office or Agent's website [www.oxre.com/documents](http://www.oxre.com/documents). If your parent or guardian cannot or will not sign the Parent's Guarantee form, you may request a waiver from us. To allow this waiver, we may require you to pay all rents due for the Lease Term or a portion of the rents as decided at our sole discretion. You, your parent, or your guardian may send to our office a written waiver request with your reasons. We prosecute any false execution or forgery of this form.

**Description of Leased Property.** We rent to you the property with the street address and description stated under *Key Lease Terms*, referred to as the "Leased Property."

**Lease Term.** Your term under this Lease starts and ends on the dates stated under *Key Lease Terms*, referred to as the "Lease Term." This Lease does not renew. You do not have priority rights over any other persons to rent the Leased Property for additional lease terms.

**Rent.** Your rent obligation under this Lease as stated under the *Key Lease Terms* is referred to as "Rent." You must deliver Rent installments on time to our Agent's office. Make checks payable to our Agent, "Oxford Real Estate, Inc.". We allow a grace period of five calendar days.

Initial only after you have closely read, understood, and agree to all lease terms on this Page 2 of 10

1. \_\_\_ 2. \_\_\_ 3. \_\_\_ 4. \_\_\_ 5. \_\_\_ 6. \_\_\_ 7. \_\_\_ 8. \_\_\_ 9. \_\_\_ 10. \_\_\_ 11. \_\_\_ 12. \_\_\_

**Late Rent Charges.** If any portion of Rent remains unpaid more than five calendar days past the due date, we may choose to hold you in default of this Lease or we may require you to pay late charges before waiving our rights to hold you in default. We will assess late charges equal to 10% of the Rent portion you failed to pay by the due date, plus \$10 per day until Rent and late charges are paid in full. We are not required to provide you a billing statement or any other prior notice that the Rent is due. You must pay \$50 for each check returned by the bank for any reason. We are not obligated to abide by any notations on or with your check and will apply monies paid by you as permitted by this Lease.

**Utilities and Other Services.** The utilities and other services you must pay under this Lease stated under the *Key Lease Terms* are referred to as these "Utilities." "Utilities" includes all charges for connection fees, tests, monthly charges and all other associated costs for gas, electric, water, sewer, trash, telephone, television, internet, and other similar charges applicable to the Leased Property during the Lease Term, unless exceptions to your responsibility are noted under *Key Lease Terms*. You must by the start of the Lease Term put all of these Utilities in your name during the Lease Term. By failing to do so, you authorize us to put these Utilities and other services in the Contact Person's name. You may ask us for the locations and information for arranging for these Utilities.

**Security Deposit Due.** Your security deposit due is stated under the *Key Lease Terms*, referred to as "Security Deposit." The Security Deposit secures your obligations and compliance with the provisions of this Lease and Ohio Landlord-Tenant law. If you fail to pay the Security Deposit, you are still bound by this Lease once you sign it.

**Insurance Coverage Required.** The amount of rent we charge you takes into consideration that you agree to purchase and bear the costs for insurance as described in this provision. You must purchase insurance coverage during the Lease Term on your personal property such as furniture, electronics, jewelry, and personal belongings. You must purchase insurance coverage during the Lease Term for your personal liability. Your insurance must also indemnify and hold us and our Agent harmless from any claims or lawsuits against us or our Agent for your negligent actions or inaction. You bear the burden of choosing adequate insurance coverage to financially protect you and to comply with this provision. We do not verify during the Lease Term your compliance with this obligation. Any insurance coverage we carry on the Leased Property does not cover your personal property or liability.

**Risks for Failure to Obtain Insurance.** You must understand that all personal property belonging to you or any other person located in the Leased Property is there at your sole risk. You must also understand you may be personally liable for certain monetary claims by us or others against you for allegations that you caused injuries to other persons or damages to the Leased Property. You bear the associated serious risks and consequences by failing to obtain this insurance as required in the above "Insurance Coverage Required" provision. As only one example, we or other persons may take legal action against you for negligently causing a fire resulting in damages, injury, or death. By failing to carry the required insurance, you assume all risk of loss to your property. By failing to carry the required insurance, you agree to replace or repair the Leased Property that would have been covered by the required insurance. You may be personally liable under a range of circumstances for monetary claims by us or others.

Also, there is a range of circumstances under which neither we nor other persons may be liable to you for monetary claims. This range of circumstances includes damages or injuries to you or other persons by causes such as the following: fire, flood, water, ice, snow, frost, steam, heat or cold, hail, winds, explosion, smoke, interruption of utilities, dampness, seepage, sewer or sewage gas, sewer backup, falling plaster, crimes such as theft, burglary, robbery, assault, vandalism, environmental contaminants (carbon monoxide, asbestos, radon, lead-based paint etc.), odors, noise, water leaks, bursting or leaking pipes, plumbing, electrical wiring, equipment or fixture failures, and negligent acts or failures to act by you or other persons. We are only liable for monetary claims when specifically required by applicable laws to the particular circumstances.

**Occupancy Number Limits.** You shall limit the persons occupying the Leased Property to the maximum occupancy stated in the *Key Lease Terms*, including overnight guests or visitors. This limit is one of our conditions to rent the Leased Property to you and this limit may also be based on applicable housing or zoning regulations.

**Occupancy Start of Lease Term.** If you have not paid the Rent installment due in full prior to the start of the Lease Term, and any applicable fees and/or charges, you agree we may deny you keys, access, and occupancy to the Leased Property, unless otherwise prohibited by law. We may also choose to hold you in default of this Lease, terminate this Lease, and, if necessary, file a court eviction action.

If we are unable for a reason beyond our reasonable control to provide you occupancy of the Leased Property at the start of the Lease Term, we will provide you written notice with the reason and the date by which the Leased Property will be available for occupancy. We will offer you the option to cancel the Lease and receive a refund of all amounts you have paid or the option to take occupancy on a specified date with rent prorated from that date.

**Occupancy during Lease Term.** If for any reason you do not take occupancy of the Leased Property during part or all of the Lease Term, such as you withdraw from school, transfer to another school, participate in an overseas school program, vacate due to a roommate conflict, vacate due to an illness, move due to a job transfer, etc., you are still fully responsible for the Rent and other obligations under this Lease.

Initial only after you have closely read, understood, and agree to all lease terms on this Page 3 of 10

1. \_\_\_ 2. \_\_\_ 3. \_\_\_ 4. \_\_\_ 5. \_\_\_ 6. \_\_\_ 7. \_\_\_ 8. \_\_\_ 9. \_\_\_ 10. \_\_\_ 11. \_\_\_ 12. \_\_\_

**Occupancy after Lease Term.** We will not extend the Lease Term or renew this Lease without a new written lease contract. You may not occupy the Leased Property after the date and time this Lease Term ends. We may assess you a hold over charge of \$300, plus \$50 per day, plus additional applicable damages until you vacate the leased property. Remember, you and all persons signing this Lease are liable to pay this charge. We and our contractors may be seriously disrupted from inspecting, cleaning, repairing, and preparing the Leased Property for future occupants and that is the reason you will be assessed this significant charge for failing to timely vacate.

**Move-in Condition of Leased Property.** You acknowledge that no representations, written or verbal have been made by the Landlord or our Agent as to any repairs that will be made to the property prior to your occupancy. You further acknowledge that you have seen the Leased Premises and accept it in its present condition. We have no obligation to repair or make changes to the Leased Property before the start of your Lease Term, unless we attach and sign an addendum stating we agree to do so. You must determine for yourself by your own inspection that the Leased Property is satisfactory for your residential living needs. At your option, the Contact Person may describe exceptions to your satisfaction by preparing and signing a "move-in" condition inspection form. You may request this form at our Agent's office. You must deliver the form to us within two calendar days after the Lease Term begins. This form may inventory items we furnished in the Leased Property, the condition of these furnishings, and the condition of the Leased Property. We may choose to verify your notations by inspecting the Leased Property promptly after receiving this completed form.

**Move-out Condition of Leased Property.** At the end of the Lease Term, you will vacate as provided in this Lease. You will leave the Leased Property in a clean and undamaged condition, less normal wear and tear. You will remove all of your personal property. You will take Utilities out of your name, pay the related final bills and notify us you when you have done so. You will lock all doors and windows and return all keys to us. (If you request, we will provide you a receipt for the returned keys.) We will inspect the Leased Property after all of you vacate. We will review your move-in condition inspection form if you completed the form as provided in the "Move-in Condition" provision above. We will prepare an accounting of your Security Deposit as provided in the "Security Deposit Refund" provision.

**Security Deposit Refund.** We may apply the Security Deposit to cover any past due rents, late charges, damages caused to the Leased Property, or other expenses resulting from your failure to comply with any of the provisions of this Lease, consistent with Ohio Landlord-Tenant law. We will mail the security deposit refund (if any), an itemization of deductions from the deposit, and our claims for any amounts due above the deposit to the Contact Person at the address we have on file. The Contact Person shall provide us upon move-out an updated address and a self-addressed stamped envelope. Only the Contact Person may authorize us in writing to send this information and distribute the security deposit refund (if any) in a different manner. If you're not the Contact Person, we will also provide you a copy of the Security Deposit accounting if you provide us your forwarding email, telephone number, and forwarding address, and a self-addressed stamped envelope.

If no one cashes the deposit refund check within 60 days of issuance or no one provides us a good address to mail the deposit within 60 days after the end of the Lease Term, we will attempt to locate you, the parent guarantors, or other persons to deliver the refund check. We may deduct reasonable administrative fees for our time estimated at \$20 per hour, up to the amount of the refund. We will have no further obligation to locate anyone after the search fees and costs exhaust the refund amount.

**Repair and Maintenance Requests.** You and your Contact Person will immediately notify us in writing of needed repairs or maintenance to the Leased Property, regardless whether we or you are responsible under this Lease. Your request for repairs constitutes your permission for us or our contractors to "knock and enter" the Leased Property for the purpose of making the requested repairs. We will timely take care of the repairs or maintenance. We will bill you only for those repairs or maintenance for which you are liable under this Lease.

**Right to Enter Leased Property.** We respect your right to privacy. We, our Agent, or our Agent's authorized contractors will enter the Leased Property only for a lawful reason and at reasonable times. We may and typically do enter to inspect the utilities and security of Leased Property during extended holidays and breaks. We will give the Contact Person at least 24 hours notice of our plans to enter the Leased Property. We will enter only after knocking, leave the Leased Property in as good a condition as when we entered, clean any dirt or debris resulting from our performance of maintenance and repairs, and lock the Leased Property when leaving. We, our Agent's contractors, police, or emergency personnel may enter the Leased Property without notice only in the case of an emergency or if it is impracticable to do so under the circumstances.

**Prohibited Uses and Activities of Leased Property.** We will provide you peaceable and quiet enjoyment of the Leased Property to the extent we are in a position to respond or remedy the concerns. You may not use the Leased Property for any illegal use or in violation of any local, state or federal law. You may not commit criminal acts on the Leased Property, including by serving or consuming alcohol or illicit drugs. You may not use the Leased Property for any business purpose or any business operation. You may not disturb the peace of neighboring residents or businesses by unlawful actions, such as actions that violate noise, loitering, littering, trespass, or criminal damaging ordinances or statutes. You are financially responsible to us and agree to hold us and our Agent harmless as to all civil offense citations issued to you or to us by the City of Oxford or other government authority related to your violation of this provision.

Initial only after you have closely read, understood, and agree to all lease terms on this Page 4 of 10

1. \_\_\_ 2. \_\_\_ 3. \_\_\_ 4. \_\_\_ 5. \_\_\_ 6. \_\_\_ 7. \_\_\_ 8. \_\_\_ 9. \_\_\_ 10. \_\_\_ 11. \_\_\_ 12. \_\_\_

**Pets Prohibited.** No animals or pets of any kind are permitted in the Leased Property for any reason at any time (and for any length of time, including animal sitting, and/or visiting) during the Lease Term. Violation of this provision is a material breach of this Lease and grounds for eviction of all of you from the Leased Property. We have the sole discretion whether to grant any exceptions, and any exception will be in writing signed by us.

**Alterations or Improvements.** You must receive our advanced written consent to make any alterations or improvements in the Leased Property, such as installing shelves, TV wall mounts, removing doors, painting, or any type of construction work. You agree any permitted alterations, additions, or improvements made to the Leased Property by you shall become our property at the termination of this Lease.

**Our Additional Responsibilities to You.** We will comply with our obligations under Ohio Revised Code Section 5321.04, including by doing the following during the Lease Term or until this Lease is terminated by law or agreement:

- Comply with all applicable building, housing, health and safety codes that materially affect your health and safety
- Make all repairs and do whatever is reasonably necessary to put and keep the Leased Premises in a fit and habitable condition for you, after the Contact Person notifies us or we otherwise learn of these needed repairs
- Keep all areas common to in a safe and sanitary condition for you
- Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators (if any), supplied or required to be supplied by us as part of the Leased Property
- Only if the Leased Property's structure adjoins four or more of our other rental properties, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to your occupancy of the Leased Property, and arrange for regularly emptying these receptacles
- Supply running water, reasonable amounts of hot water and reasonable heat at all times for the Leased Property

**Your Additional Responsibilities to Us.** All of you will comply with your obligations under Ohio Revised Code Section 5321.05, including by doing the following during the Lease Term or until this Lease is terminated by law or agreement:

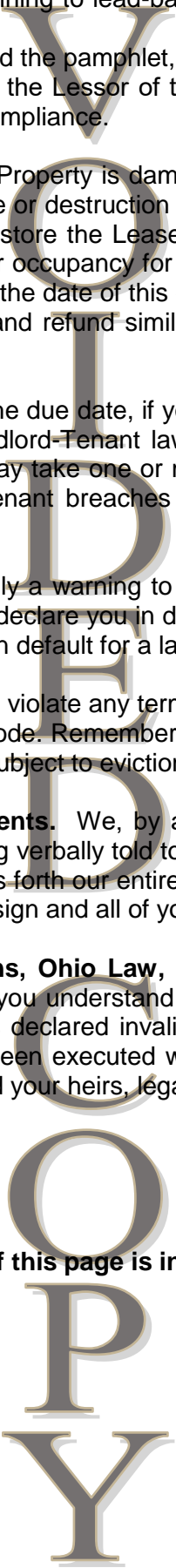
- Keep the Leased Property safe and sanitary, and conduct yourself and guests in a manner that does not knowingly increase fire or other safety risks
- Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner
- Keep all plumbing fixtures as clean as their existing condition permits
- Use and operate properly all electrical, gas, and plumbing fixtures supplied by us, including bathroom fixtures such as sink, toilet, tub, shower, kitchen fixtures such as sink, garbage disposer, and range hood, and utility fixtures such as furnace and air conditioning systems
- Comply with all applicable state and local housing, health, and safety codes
- Personally refrain and forbid guests from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other property at the Leased Property
- Maintain in good working order and condition all appliances supplied by us, such as the range, refrigerator, freezer, washer, dryer, dishwasher, microwave, and routinely clean these appliances
- Conduct yourself and require your guests to conduct themselves in a manner that will not disturb the peaceful living enjoyment of the neighboring community, including complying with local noise ordinances related to the audio level of any electronics or equipment and the noise level of you and your guests, especially before 8:00 am and after 10:00 pm
- Conduct yourself and your activities and require your guests to conduct themselves in a manner that does not violate applicable laws, including laws related to controlled substances and alcohol

**Conflicts among Signed Tenants.** We are not responsible for resolving any personal conflicts among the signed tenants to this Lease. You may not terminate this Lease because of these conflicts. As explained under the "Joint and Several Liability" provision, you may want to create a "Roommate Agreement" to govern your relationship.

**Requests for Sublet, Assignment, Replacement Tenants, or Release from Lease.** You may not assign this Lease or sublet the Leased Property without our prior written approval. We will not unreasonably withhold our consent as long as all of you signed to this Lease unanimously approve the sublet or assignment. You must notify us in writing if any of you do not plan to occupy the Leased Property or want to vacate the Leased Property before the end of the Lease Term. We will require all of you to sign a request for us to help you find a person to replace you. We do not obligate ourselves to find a replacement, except to the extent required by law and at your costs. Importantly, we cannot replace any tenant signed to this Lease with another person without written approval of all of you. The replacement person must also complete an application, submit completed parent guarantee form, deposit any necessary funds and receive our approval prior to replacing you. We make no promises that our attempts to find a replacement will be successful. If we are successful you agree to pay our Agent a \$400.00 Assignment Fee, per each replacement tenant located. Our experience is that obtaining replacements during the Lease Term is unlikely.

Initial only after you have closely read, understood, and agree to all lease terms on this Page 5 of 10

1. \_\_\_ 2. \_\_\_ 3. \_\_\_ 4. \_\_\_ 5. \_\_\_ 6. \_\_\_ 7. \_\_\_ 8. \_\_\_ 9. \_\_\_ 10. \_\_\_ 11. \_\_\_ 12. \_\_\_



**Lead-Based Paint Disclosure. 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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure:** Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgement:** Lessee has received the pamphlet, "Protect Your Family From Lead In Your Home."

**Agent's Acknowledgement:** Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

**Destruction of Leased Property** If the Leased Property is damaged or partially destroyed by any cause for any reason, and we can repair or restore this damage or destruction within 30 days after notice of this event, then this Lease shall not terminate. We shall repair or restore the Leased Property as nearly as possible to its condition prior to this event and without interruption of your occupancy for more than 30 days. If we cannot do so, then we or you may choose to cancel this Lease effective the date of this event. We will then prorate the rent to the date of this event. We will provide you an accounting and refund similar to our obligations under the "Security Deposit Refund" provision.

**Default of Lease.** If you fail to pay any rent by the due date, if you fail to comply with any term or condition of this Lease, if you violate any provision of Ohio Landlord-Tenant law, you are in breach of this Lease and we may declare you in default. Upon your default, we may take one or more actions allowed by law or under this Lease, including eviction. Remember, if one signed tenant breaches this Lease, all of you are liable and subject to eviction.

**Forgiven Default Not a Waiver.** If we issue only a warning to you for a breach of this Lease, forgive you for a breach of this Lease, or otherwise choose not to declare you in default of this Lease when we have lawful grounds to do so, we do not waive our option to hold you in default for a later breach of any provision of this Lease.

**Eviction.** If you do not pay rent when due or you violate any term or condition under this Lease, we may evict you pursuant to Chapter 1923 of the Ohio Revised Code. Remember, if one signed tenant fails to pay a portion of rent or breaches this Lease, all of you are liable and subject to eviction.

**No Verbal Agreement, Changes, or Amendments.** We, by and through our Agent or our Agent's staff, may explain the terms of this Lease to you, but nothing verbally told to you by anyone changes or modifies the terms of this written Lease. This signed written Lease sets forth our entire agreement, without exception. No later changes to this Lease bind you or us, until and unless we sign and all of you sign a written amendment.

**Initialed Provisions, Severability of Provisions, Ohio Law, Successors.** We may have you initial certain pages or provisions for emphasis. Regardless, you understand every provision in this Lease contractually binds you. If any part of this Lease for any reason is declared invalid or unenforceable, the remaining portions shall remain in force and effect as if this Lease had been executed without the invalid portion. Ohio law governs this Lease. This Lease shall be binding upon you and your heirs, legal representatives, successors, and assigns.

**(The remainder of this page is intentionally blank.)**

Initial only after you have closely read, understood, and agree to all lease terms on this Page 6 of 10

1. \_\_\_ 2. \_\_\_ 3. \_\_\_ 4. \_\_\_ 5. \_\_\_ 6. \_\_\_ 7. \_\_\_ 8. \_\_\_ 9. \_\_\_ 10. \_\_\_ 11. \_\_\_ 12. \_\_\_

## Rules and Regulations

These Rules and Regulations are a binding part of this Lease. They describe day-to-day matters which may arise during the Lease Term. We may amend these Rules and Regulations from time to time, even during the Lease Term, with 30-day advance written notice delivered to the Contact Person and posting at our Agent's office, as long as the amendments serve to promote or maintain the safety, health, care, comfort, cleanliness, or enjoyment of the Leased Property by you or the neighboring community.

**EMERGENCY AFTER HOUR NEEDS CALL 513.523.4532.** For an emergency maintenance need, a maintenance person may be reached by calling our Agent's office. You may be directed to maintenance by voice mail. You must follow the prompts and leave a detailed message with your name, address, and phone number so maintenance can respond. Please take care of all regular business during regular business hours 9 am through 5 pm, Monday through Friday. We define a "maintenance emergency" as circumstances in which you, other persons, or property may suffer loss if the situation remains uncorrected until our regular office hours. Call "911" for urgent personal or fire safety help needed from the local police or fire departments.

**LOCKOUTS.** If you are locked out of the Leased Property or otherwise require our assistance to gain access to the Leased Property, you will be assessed a \$40 administrative fee to cover our associated costs, payable in cash at the time we provide assistance, unless we provide you additional time to pay under the circumstances.

**SMOKE ALARMS.** You agree to maintain and timely replace any smoke alarm batteries. The best practice is to test alarms the first of each month. This includes the maintenance and timely replacement of batteries for any carbon monoxide detectors in the property.

**FIRE SAFETY.** You must maintain any fire extinguishers in the Leased Property, including after any discharge or other loss of pressure. Never keep or store any flammable or explosive materials. Notify us if any smoke alarm, fire extinguisher, or other fire safety equipment does not work. Contact the Fire Department if you ever need assistance or you have questions about the proper operation of fire safety equipment. **You are in violation of law subject to fines and liability if you alter or in any way reduce the effectiveness of the fire protection systems installed in the Leased Property. We consider any tampering or disconnection of fire equipment as a serious and material violation of this Lease, and we may enforce our right to evict all of you.**

**FIRE PLACES.** Do not use any fireplace provided in the Leased Property. Use of any fire place is not part of the terms of this Lease. The fireplace(s) may not be currently operational and safe under applicable fire safety and building codes.

**SPACE HEATERS.** Do not use any space heater unless you have it first inspected and approved by the Fire Department and approved by us in writing. Improper use or operation of space heaters may cause serious risks of fire.

**HEALTH AND SAFETY.** You shall comply with all applicable state, county and local housing, health and safety codes. You shall keep the Leased Premises safe and sanitary and shall do no act that would cancel, violate, or increase the fire insurance policy or premium on the Leased Premises. Tenant shall use and/or operate all gas, electrical and plumbing fixtures properly, and keep all plumbing fixtures in the Leased Premises in a clean condition. You also agree to keep all heating and air conditioning units in clean condition and free of debris.

**THERMOSTAT SETTING FOR PIPE FREEZE PREVENTION.** At no time during cold weather and especially during holiday breaks or times when you will not occupy the Leased Property, you will not turn off the heat and your thermostat will be set at a temperature of 65° or higher. You are responsible for what may be expensive repairs for burst pipes or any other damage caused by your disregard of this obligation

**KEYS AND LOST KEYS.** You will receive only one mailbox key per Leased Property. You may not install any locks on any door other than the locks installed by us. You will pay the replacement cost of any lost mailbox or Leased Property key. No refunds for later recovered keys. If you do not return all keys at the end of your Lease Term, you will be charged for re-keying the locks.

**TRASH AND LITTER.** You must properly contain and dispose of all garbage, trash, and litter. We reserve the right to impose a reasonable charge for violation of this provision as well as for any littering by you and your guests. If a dumpster is provided for the Leased Premises, you agree to place trash inside the dumpster, not outside the dumpster or surrounding area. If we receive notice from the City of Oxford, that the property is in violation of General Offenses Code 521.08 (b) and (d); Littering or Allowing Litter to Remain Upon Property; Corrupting or Altering a Watercourse, we may at your cost with less than 24 hour notice to you enter the Leased Property to remove said litter or trash if you fail to timely do so. Within 10 days of receipt, you will pay our invoice for our costs.

**ROOF OFF LIMITS.** Not you, your guests, your property, furniture, equipment, animals, plants, etc are permitted on the Leased Property's roof area at any time. No radio wires, television aerials, electrical wiring, satellite dishes, air conditioning units, or any other equipment or objects shall be attached to the roof or protrude from the exterior of any part of the Leased Property.

Initial only after you have closely read, understood, and agree to all lease terms on this Page 7 of 10

1. \_\_\_ 2. \_\_\_ 3. \_\_\_ 4. \_\_\_ 5. \_\_\_ 6. \_\_\_ 7. \_\_\_ 8. \_\_\_ 9. \_\_\_ 10. \_\_\_ 11. \_\_\_ 12. \_\_\_

**COMMON AREAS.** You may not obstruct the sidewalks, entry passages, halls, public corridors, stairways and other common areas associated with the Leased Property and you will use these common areas only for the intended function of ingress and egress.

**PARKING AND VEHICLES.** We do not provide or guarantee any on site or off-site parking for the Leased Property. Any on-site parking we provide may be reduced or eliminated anytime during Lease Term. You must lawfully park vehicles in properly designated parking areas. Your vehicle must be operational and road worthy at all times. You are responsible for obtaining any required parking permits for the Leased Property. You agree to register your motor vehicles with us at the beginning of the Lease Term and timely provide us any vehicle changes. You may not park on lawns or sidewalks. Unregistered vehicles, improperly parked vehicles, and vehicles in unauthorized areas may be ticketed and/or towed at the vehicle owner's expense when permitted by law. You will request your guests to move any vehicles parked in violation of this provision. No vehicles may impede access to any neighboring Premises.

**FURNITURE.** You may not at any time place in the outside areas of the Leased Property such as the yard, porches, balconies, any upholstered furniture, interior doors, or any unsightly items or equipment. Other furniture, items, or equipment designed for outdoors must be maintained in a clean and undamaged condition. Water beds are prohibited.

**RESTRICTED STORAGE AREA.** You may not place property or store anything in the Leased Property's closet in which the furnace or water heater is located.

**STORAGE CONTAINERS.** Mobile on demand storage containers and/or portable on demand storage containers are not permitted without our written consent at any time and are subject to towing at your expense.

**KEGS AND OTHER PARTY SUPPLIES.** No kegs are ever permitted on the Leased Property. You may not use the bathtubs, sinks, or showers to store party supplies. You are responsible for what may be expensive repairs to the porcelain or other surfaces or any other damage caused by your disregard of this obligation.

**HEATING AND AIR CONDITIONING.** You shall fully and adequately heat and air condition the Leased Premises in such a manner as to maintain proper environmental conditions in the Leased Premises. During cold weather, holiday breaks, etc., you will not turn off the heat and your thermostat will be set at a temperature of 65° or higher.

**FURNACE AND AIR CONDITIONER FILTERS.** You must clean or replace the furnace filters near the first of each month during the Lease Term. Contact us if you need help with how to change the filters. You are responsible for what may be additional services or repairs of the furnace or air conditioner caused by your disregard of this obligation.

**REFRIGERATOR-FREEZER USE.** You must clean and maintain any refrigerator or freezer supplied by us, keep the appliance on at all times, and at the end of the Lease Term remove all food, clean it, unplug it and leave the doors open.

**LIGHT BULBS, BATTERIES, FUSES.** You must provide routine household maintenance such as replacement of light bulbs (60 watt or less, colored bulbs not permitted), replacement of appliance bulbs (40 watt), smoke alarm batteries, and fuses. Notify us if you need any assistance.

**SHOWER CURTAINS, DOORS, AND WINDOWS.** You must install and use vinyl shower curtains in tubs and showers to prevent water related damages and injuries. You must never obstruct, remove, damage, paint, or alter doors or windows.

**WALL PICTURES AND OTHER WALL ITEMS.** You may only use white plasti-tac, or use up to 10 small finishing nails for hanging pictures in each bedroom and living room, but you may not use tape, double sticky or other types. Do not install or hang any dart boards or targets of any kind on walls, doors, or furnishings inside or outside of Leased Property. Do not install or hang anything on the walls of the Leased Property other than as permitted in this provision.

**BED BUGS AND OTHER PESTS.** We will exterminate any insects, rodents, or other pests on the Leased Property during the Lease Term, except you are responsible for what may be an expensive extermination of bed bugs reported after the start of the Lease Term. You are responsible for making certain furniture and other items you bring into the Leased Property are sanitary and without bed bugs. You are responsible for extermination of bed bugs and related damages reported to us after the start of the Lease Term. You understand bed bug infestations may require several treatments and require removal of infested furnishings. You must notify us immediately if bed bugs or other pests are identified or suspected in the Leased Property. You understand early treatment will reduce your treatment expense and damages. At your request, our Agent will provide you information on identifying and treating bed bugs.

**SNOW AND ICE REMOVAL.** We may but we have no obligation to remove the natural accumulation of ice and snow from the sidewalks, walkways, or parking areas. Any voluntary removal by us does not impose a continuing duty for us to do so.

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**MOVE-IN AND MOVE-OUT PACKET.** You are responsible for reviewing and understanding all information and instructions contained in the Move-in and Move-out packet we provided you. Your lawful and contractual obligations and rights are further detailed in this packet. If misplaced, ask for another copy from our Agent's office.

### **Damage Assessments Estimates**

We put you on notice of our estimated costs based on our past experiences for certain damages, repairs, and cleaning that is generally your responsibility. Actual assessed costs may be higher or lower. **Remember, all of you are fully responsible for any needed repairs or cleaning beyond normal wear and tear, regardless of whom personally caused or created this need.** You can minimize monetary claims against you by vacating the Leased Property at the end of the Lease Term in a clean and undamaged condition.

Extermination of bugs or other infestations (with the exception of bed bugs):	\$250.00 +
Clean plugged drains/disposals due to Tenant(s) misuse per drain:	\$215.00 +
Keys/Fobs not turned in/lost, including mailbox key, per key:	\$25.00 - \$300.00 +
Rekey door lock, per lock:	\$95.00 +
Replace door lock, per lock:	\$225.00 +
Clean furnace coils (caused from not replacing furnace filters):	\$625.00
Repair or replace screen insert:	\$42.00
Replace blind each (If applicable):	\$48.00 +
Replace doorstop each:	\$7.49
Replace light bulb each:	\$3.79-\$25.99
Replace stove drip pan:	\$4.50-\$13.99
Replace stove trim ring:	\$6.99 - \$10.99
Replace photoelectric smoke alarm (battery operated):	\$45.00
Replace photoelectric smoke alarm (electric):	\$95.00
Replace fire extinguisher:	\$68.00
Recharge fire extinguisher:	\$45.00
Replace smoke alarm battery, each:	\$15.00
Replace carbon monoxide detector:	\$75.00 +
Replace carbon monoxide sensor/battery:	\$40.00 +
Replace towel bar:	\$38.00
Repair closet door track:	\$90.00
Replace interior door:	\$175.00 - \$310.00
Replace light cover:	\$19.99 - \$52.75 +
Replace bathroom sink:	\$72.29 - \$375.00
Replace cabinet/vanity door:	\$70.00 - \$270.00
Replace front door frame:	\$125.00 - \$875.00
Replace front door and frame:	Varies by type of door or damage
Remove trash or other items from premises (per load)	\$135.00
Clean dirty carpet per room:	\$25.00 - \$75.00 +
Carpet burns/stains (small) each:	\$65.00
Carpet burns/stains (large) each:	Varies by type of carpet or damage
Vinyl burns/tears:	Varies by type of material or damage
Cleaning refrigerator or stove, each:	\$45.00 +
Clean bathroom, including tub, shower, toilet, lavatory, etc.:	\$100.00 +
Clean kitchen cabinets, countertop, sink, etc. (excluding appliances):	\$150.00 +
Painting per room:	\$125.00 - \$325.00

**EQUAL HOUSING OPPORTUNITY. LANDLORD MAKES THIS HOUSING AVAILABLE WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, FAMILIAL STATUS DISABILITY (HANDICAP), MILITARY STATUS, OR ANCESTRY.**

**(The remainder of this page is intentionally blank.)**

Initial only after you have closely read, understood, and agree to all lease terms on this Page 9 of 10

1. \_\_\_ 2. \_\_\_ 3. \_\_\_ 4. \_\_\_ 5. \_\_\_ 6. \_\_\_ 7. \_\_\_ 8. \_\_\_ 9. \_\_\_ 10. \_\_\_ 11. \_\_\_ 12. \_\_\_

## Lease Signature Page

**Signing this Lease.** By signing below, you agree to be bound by this Lease including any signed addendums attached to this Lease. **This Lease is a binding contract between us and each of you as tenants, effective the date you sign. You are responsible for closely reviewing and fully understanding this Lease before signing.** We will provide you a copy of this Lease after it has been executed. You may also find a voided copy of this lease on our Agent's website at [www.oxre.com](http://www.oxre.com) to further read and study the Lease before you decide to sign.

VOIDED COPY

1. \_\_\_\_\_  
Your signature Today's date Print name

2. \_\_\_\_\_  
Your signature Today's date Print name

3. \_\_\_\_\_  
Your signature Today's date Print name

4. \_\_\_\_\_  
Your signature Today's date Print name

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9. \_\_\_\_\_  
Your signature Today's date Print name

10. \_\_\_\_\_  
Your signature Today's date Print name

11. \_\_\_\_\_  
Your signature Today's date Print name

12. \_\_\_\_\_  
Your signature Today's date Print name

Sign: \_\_\_\_\_ Today's date \_\_\_\_\_

**Contact Person signature.** You as one of the signed tenants above, by signing a second time, agree to serve as the Contact Person as that role is explained in this Lease.

The authorized representative for Agent Oxford Real Estate Inc. agrees to execute this Lease on behalf of the Leased Property's deed owner and Landlord by signing below:

By: \_\_\_\_\_ Today's date \_\_\_\_\_  
Authorized representative for Agent Oxford Real Estate, Inc.

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