

Name: _____

LEASE AND RENTAL AGREEMENT

The lessee made and entered into this _____ day of _____, 20____ at 2060 N. High St. Columbus, Franklin County, Ohio by and between the undersigned LESSOR and LESSEE WITNESSETH: That the LESSOR, in consideration of the rents to be paid and the agreements to be performed by the LESSEE has leased to the LESSEE an apartment located at 2060 N. High St. Columbus, Ohio known as apartment _____ beginning **AUGUST 20TH 2014** and ending at midnight on **MAY 31ST 2015** at a rent of (\$ _____) _____ dollars in **10** equal installments of _____ due the **FIRST DAY** of each month during the installment term. The rental sum listed above is for **285** day term and **IS NOT SUBJECT TO ANY FURTHER PRORATION.**

OHIO STATER IS A NON SMOKING BUILDING. (SEE ATTACHED ADDENDUM.)

1. Upon the day the lease commences, the **FIRST RENTAL INSTALLMENT IS DUE.** This means the first rent installment is due upon move-in.

1a. LESSEE shall pay rent with a debit card, check or money order (no cash or credit cards will be accepted under any circumstances) payable to INN TOWN HOMES & APARTMENTS.

Checks can be mailed to:
Ohio Stater Student Housing
2060 N. High St., Columbus, OH 43201
Phone: **Days** 614-294-5381; **Evenings** (emergency only): 614-853-1135

The LESSOR shall pay the following utilities: GAS, ELECTRIC, WATER, SEWER, STORMWATER ASSESSMENT, EXTERIOR LIGHTING, and BASIC CABLE AND INTERNET. 2060 N. High St. is heated by natural gas boilers, the hot water is heated by a natural gas boiler, and the air conditioning is maintained by an electric water cooled chiller. LESSEE shall maintain an interior temperature of the premises of at least 65° Fahrenheit. Failure to do so will subject LESSEE to damages for any and all damage to the premises or the building in which the premises are located, caused by the failure to maintain the 65° F interior temperature. LESSEE is not responsible for equipment failure.

2. **Rent installments are to be paid on the first of every month.** If any installment of the rent is paid after the due date, it shall be subject to a late charge of \$25.00. However, tenant should also be aware that the landlord may start eviction proceedings once rent is past due. "In the event that the tenant is in default of any of the terms or obligations of the Lease violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease said default shall constitute terms for termination of the Lease and/or eviction by the Landlord. It is expressly understood and agreed that the Tenant shall be and remain liable for any deficiency in rent until the Lease expiration date or until such time in the premises are leased by another acceptable Tenant. The Tenant shall also be and remain liable for any expense incidental to re-renting, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which the Landlord has sustained by virtue of the Tenant's use and occupancy of the Premise or default under the Lease." If lessee is late on rent more than 2 times or gives 2 non-sufficient fund checks or one of each of the above (total 2) then the due date of rent upon notice from Lessor shall change from the first of the month to the proceeding 15th of the month (i.e.; Rent due June 1st will be due on May 15th and each month thereafter until leases completion date). In addition two NSF Checks will cause all future rent payments to be paid in the form of cashier's check or money order. In the event that LESSEE fails to pay rent by the 10th of the month the rent is due, two times, then LESSOR may upon demand accelerate the rental payment. Notwithstanding any provision of this lease, Lessee(s) shall not be in default hereunder unless they (1) fail to pay any sum when due and such failure continues for ten (10) days after written notice from LESSOR, or (2) fails to perform, or violates any other provision of this lease and such failure or violation continues for thirty (30) days after written notice from LESSOR.

2A. LESSEES further agree they will be charged \$50 for each check returned to LESSOR unpaid for any reason. **No returned checks will be redeposited.** In addition, tendering an NSF check and failing to redeem it before the rent due date constitutes late rent. Thus, LESSEES will be subject to the late charges outlined in paragraph 2, and this late charge must be paid with late rent. LESSEE agrees to pay these sums upon notification by LESSOR that LESSEE'S check has been returned for insufficient funds, should LESSEE fail to pay these sums upon notification then LESSEE shall be subject to an additional penalty of \$5.00 per day until rent, NSF fees and late charges are paid. If there are two returned checks for any one apartment all further payments must be made by bank check or money order.

3. Each LESSEE agrees the premises will be used for residential purposes only and will be occupied only by persons having a written lease and rental agreement with the LESSOR or assignee of the LESSEE hereinafter who must be approved by the LESSOR in writing.

3A. LESSEE agrees if the number of residents living in a unit exceeds the number of persons on this lease, there will be an additional charge per month for each additional resident equal to: \$100.00 more per additional person. Violation of this section shall entitle the LESSOR, at its option, to terminate the lease in accordance with procedures defined in paragraph 2 of this lease or charge a rental increase equal to whatever is applicable under the above guidelines per month retroactive to the first day of the lease.

4. Each LESSEE sharing the apartment and each guarantor of this lease shall be JOINTLY AND SEVERALLY liable for the entire term of this lease, it being specifically understood that the lease is entered into upon the LESSOR'S reliance upon the credit of both the guarantor(s) and the tenant(s).

5. The premises will not be used for any unlawful purpose, or for any purpose deemed hazardous by the LESSOR or by the LESSOR'S insurance company because of fire or other risk.

6. The LESSEE will obey and conform with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the premises, and will not be noisy or boisterous or in any manner offensive to other LESSEES or occupants of the building.

7. NO PETS shall be permitted on the premises, even for a few minutes visit. In the event that a pet is discovered in the leased premises, even for a few minutes visit, the LESSEE agrees to do the following:

- a.) The LESSEE will permanently remove the pet from the premises within three (3) days of the Lessor's notice and pay LESSOR \$150.00 per month from the day the pet entered the premises to the day the pet was permanently removed. This sum shall be considered additional rent. Therefore, failure to pay this sum shall constitute non-payment of rent and is subject to all the remedies in paragraph 2 and 2A of this lease.
- b.) LESSEE will pay for any damage done by LESSEE'S pet(s) or visiting pets, (e.g. scratch marks, carpet ripped, chew marks, etc.)

immediately when billed by LESSOR. LESSEE will pay the cost of damages, but it will not be fixed until LESSEE has moved out, because of high probability of recurrence.

Failure to pay these charges upon receipt of invoice by LESSEE, is therefore a default of payment in rent, and LESSOR may then, with further demand, exercised any of its rights and remedies for default, as provided in paragraphs 2 and 13.

8. No gummed labels shall be put on the walls, nor any decals, or decorations which, when removed, destroy the wall surface or plaster. **No unauthorized painting will be permitted.** Smoking shall not be permitted within the confines of the building at all, including common areas.

9. As of the date of this lease, the LESSEE acknowledges that the premises, carpeting, and furniture therein are in a good state of repair and condition, except otherwise indicated in the checklist to be submitted no later than five days after the lease beginning date.

10. If the exterior of the apartment herein rented contains a Dumpster or refuse container, failure of the LESSEE to place garbage in said container shall be a violation of this lease. If the LESSEE fails to remove garbage from the apartment or litters it on the ground around said container, appropriate deduction from the security deposit of the LESSEE shall be made for cleaning and pickup. Any charges for exterior damage (i.e. torn down downspout, damaged lawn resulting from vehicles illegally parked) or filth (i.e. cleanup after parties) will be charged to responsible units, the building or complex. Further, poor housekeeping by LESSEES will not be tolerated. In the event LESSEE'S housekeeping is so below the standard of the campus area that it causes LESSOR problems in re-renting the apartment for the following rental season resulting in the loss of rent the following year, LESSEES shall pay to LESSOR the amount of rent lost. LESSEES shall be notified of their poor housekeeping and that it meets this clause and shall be given 7 days to remedy this condition. Failure to remedy this condition shall result in this clause being enforced in its entirety. In addition, LESSOR and LESSEE agree certain items of damage directly attributable to a resident's negligence and/or malice will be due at the time of the damage. If the residents fail to pay for these damages within 15 days of the presentation of a bill by LESSOR, then the LESSOR reserves the right to deduct that amount from the resident's security deposit. Further, in cases where the apartment is severely damaged or dirty (extreme clutter and filth) i.e., damage by animals, broken doors, damaged appliances, ruined carpet, (ex., multiple cigarette burns, uncleanable stain) or multiple drywall holes, LESSOR reserves the right to demand LESSEES vacate the apartment.

10A. LESSEE shall be responsible for lost or discounted rent due to LESSOR'S inability to re-rent the unit and for all damages. If LESSEE'S allow garbage and/or personal effects to accumulate by their door or in the nearby halls or stairwells for more than 1 day, the management may remove everything with or without notice and charges LESSEES actual cost (typically can cost \$20.00 or more) per removal.

11. The LESSEE shall be responsible for the maintenance of the toilet, all sinks and common kitchen disposal, if objects are deposited therein causing the stoppage. If there is a stoppage or damage done to any toilet, sink, disposal, or clothes washer as a result of negligence of LESSEE or LESSEE'S guests, the LESSEE will be charged for the repair of damages or for the time required to unblock the stoppages. LESSOR will not accept responsibility for sewer backups caused by LESSEE. In all other instances, LESSOR shall maintain the premises, appliances, and mechanical and utility systems in good working order and state of repair.

12. **PARKING:** It is agreed by and between the LESSOR and LESSEE that parking is not granted as part of the leased premises, but rather as a courtesy to the LESSEE. The parking lot shall, at the LESSOR'S option, be operated on a basis subject to unauthorized cars being towed by a private towing company. **Parking passes are required at all parking lots!** There is a cost of \$225.00 for each pass (pass is valid for the term equal to one school semester). If LESSEE decides to renew his or her lease at the above stated residence, it is LESSEE'S responsibility to renew his/her parking pass at the beginning of each semester and at the beginning of a new lease. LESSOR will not be responsible for any towing costs that may occur as a result of the LESSEE not having a valid parking pass for any reason. It is the LESSEE'S responsibility to purchase pass once it expires. These passes are valid from August to Dec 31st, Jan. 1st to May 31st, and June to July 31st. At LESSOR'S option, LESSOR may tow the cars of persons who have violated any rules of the lot as described by the LESSOR or any terms of this lease agreement regardless of whether a valid pass is properly displayed or not. In the event that the lease agreement is legally terminated and LESSEE continues to park in parking lot, then LESSOR reserves the right to tow such vehicle. LESSEE UNDERSTANDS THAT PARKING IS LIMITED. Parking may not always be available during home football games where LESSOR allows for use of any open spaces.

12A. PARKING: LESSOR has a parking lottery in place for the spots located in the parking garage and Tuller lot. There is a fee of \$15 to enter drawing and the drawing will be held _____.

13. The LESSEE has deposited with the LESSOR a sum of _____ to guarantee the return of the premises, including carpeting, in as good condition as when initially occupied, reasonable wear and tear (not dirt) accepted. Said deposit will be postmarked and returned to the LESSEE within thirty days after expiration of the lease:

- A. All keys are returned to the office of LESSOR and the property vacated in clean condition by the last day of the lease period and,
- B. The LESSOR'S inspection reveals no damages or dirt in the premises, reasonable wear accepted.
- C. LESSEE has given to the LESSOR a written 90-day notice, the forwarding address to mail the deposit, and instructions for the

check is to be made out. If the conditions of this lease are not complied with including rent not timely paid or if other conditions or requirements of this lease are breached or violated by the LESSEE, then the whole or fractional part of the deposit may be retained by the LESSOR as damages without prejudice to the rights of the LESSOR to recover such damages as he may be entitled to. It is expressly agreed by and between LESSOR and LESSEE that any of the following created a conclusive presumption that LESSEE has vacated and abandoned the leased property:

- i) Failure of LESSEE to return all keys at the end of this lease term.
- ii) Failure of LESSEE to remove all personal property from the premises at the end of this lease term.
- iii) Failure to have renewed the lease and/or paid monthly rent.
- iv) Evidence that LESSEE(S) does not inhabit the apartment and LESSEE has not informed LESSOR of LESSEE'S intent to remain. Failure of LESSEE to remove any and all personal property at the end of this lease term does not create any liability upon LESSOR to safeguard, store, or in any other way protect said personal property, and further LESSEE hereby waives any claim which he may have against LESSOR in any way whatsoever connected with any and all personal property owned or possessed by LESSEE. Further, if LESSEE has not vacated premises at the expiration of this lease, the rent shall accelerate to the rate of \$500.00 per day.

13A. If the LESSEE loses a key the LESSOR may charge a \$10.00 replacement fee, together with a service fee of \$25.00 for LESSOR'S cost in unlocking the door to the premises. LESSEES are not allowed to duplicate keys without the LESSOR'S permission. Under no circumstances may LESSEE change, re-key, add or delete any lock, key, or other security device. If LESSEE breaches this paragraph or any part hereof, LESSOR may charge LESSEE any locksmith or other charges to return the locks, keys, or other security devices to their original condition. This clause applies to all exterior locks and interior privacy locks.

14. LESSOR is not liable for damage to LESSEE'S personal property unless caused by negligence of LESSOR or LESSOR'S agents. LESSOR **HIGHLY RECOMMENDS** that LESSEE purchases personal property insurance. Further, LESSOR is not liable for injuries or damage caused on premises if a need for repair of object causing injury or damage was not reported to LESSOR. In the event the premises are wholly destroyed by fire or other casualty, this lease shall terminate and LESSEE shall be liable for rent to the day of the destruction of the premises. In the event the premises are not destroyed, but are damaged by fire or other casualty, the LESSOR at its option, may terminate this lease, or continue it in effect by repairing or rebuilding the premises, LESSOR shall give notice of his intent to terminate the lease to LESSEE, in writing, within thirty (30) days of fire or other casualty, if LESSOR elects to terminate this lease. If the LESSOR elects to repair or rebuild the premises, this lease shall continue in full force and effect during the time of repairing or rebuilding, except that rent only shall abate during the repair or rebuilding period. When the premises are repaired or rebuilt, LESSOR shall give notice of that fact to LESSEE, and LESSEE shall resume his physical occupancy of the premises, and resume paying rent, all within fifteen (15) days of the giving notice by LESSOR that the repairs or rebuilding is complete. In the event of fire not caused by LESSEE, then LESSOR shall attempt to find alternative housing during repairs.

14A. In the event of fire or other casualty which is caused by any negligence of LESSEE, or of LESSEE'S guests, co-tenants, invites, agents or servants, LESSEE shall be fully liable to LESSOR for all damages, costs, losses, and expenses resulting from such fire or other casualty, and not reimbursed by LESSOR'S insurance. Further, in such event LESSOR may, at its option, retain LESSEE'S security deposit, without interest or other penalty, pending the final determination of the cause of such fire or other casualty, and LESSEE'S liability therefore, unless otherwise required by ORC 5321.16.

15. No rebate will be made for vacating the apartment prior to the end of the rent term. The LESSEES in the apartment and all guarantors of the lease shall remain on the lease and **there is no right to cancel at the end of the school semester unless the term of this lease ends contemporaneously therewith.**

16. The LESSEE shall not assign this lease or sublet the premises without the consent of the LESSOR. LESEE will pay LESSOR a non-refundable processing fee of \$50.00 for each application to LESSOR for LESSOR'S consent to sublease. For purposes of summer sublet only, LESSOR shall not unduly withhold its consent for summer subleasing. A minimum of \$100.00 damage deposit will be required by the SUBLESSEES in addition to the rent damage deposit of the original LESSEES.

17. The LESSEE shall be responsible for any damage to the premises, appliances, or carpeting, herein whether caused by the LESSEE, or other occupants or visitors to the apartment, as further agreed and provided in paragraph 26 below.

18. The LESSEE shall keep the apartment, lawn, and parking lot free from all filth, debris, and refuse. All garbage shall be handled in accordance with paragraph 10 of the lease.

19. The LESSOR or its agent or employee may inspect the premises at any hour in the event of an emergency, but if there is no emergency situation a reasonable notice to the LESSEE shall be given for an intention to enter by the LESSOR, its agent, or employee. Further, upon 24 hour notice to LESSEE, LESSOR may enter the leased premises for the purpose of exhibiting to potential tenants, and any request for service or repairs made by LESSEE to LESSOR constitutes LESSEE'S permission for any person making such service or repair call to enter the premises during reasonable hours.

20. The LESSEE agrees that the hallways shall be kept clear and clean throughout, including the areas in and about the entrance to the apartment; that said duty shall be borne by the LESSEE and that LESSEE shall not store any boxes or containers in the hallways of the building, or in any furnace or mechanical room. In the event LESSEE violates this provision, and such

violation causes, aggravates or contributes to any fire or other casualty, LESSEE shall be liable to LESSOR and/or any other LESSEE who may be damaged, as in paragraph 14A above, and such violation shall be conclusively presumed to be a negligent act on the part of LESSEE, LESSOR does not itself insure, nor does LESSOR have insurance from others which covers ANY LOSS to any property of LESSEE AND LESSEE hereby agrees to adequately insure his own property against fire and extended perils.

21. The LESSEE shall not install or make alterations, additions, or improvements to the physical structure of the premises without written consent of the LESSOR.

22. LESSOR agrees that LESSEE shall perform all of the covenants herein, prior to the expiration of the applicable notice and care period, they shall be entitled to possession of the herein premises during the term of this lease. Failure of LESSOR to exercise his rights in respect of any default shall not be construed as a waiver representing any subsequent default, or otherwise prejudice any right to which LESSOR may be entitled.

23. The laws of the State of Ohio shall govern the construction and interpretation of this lease.

24. The execution of this lease by LESSEE, LESSOR, and GUARANTOR(S) shall constitute the transaction of business in Ohio within the meaning of the Ohio Civil Rule 4.3(A) (1) and Section 2307.382 of the Ohio Revised Code.

25. The LESSEE agrees to have his or her parents, execute Guarantee at the bottom of this lease within ten (10) days after the date LESSEE executes this lease. If the appropriate parent or parents, as set forth herein above, fail to do so, LESSOR may terminate this lease at any time by giving notice thereof to LESSEE, and retain any monies paid, in addition to all other rights and remedies to which LESSOR is entitled. LESSOR may also agree to hold individuals responsible without a cosigner at their discretion. Signing a lease shall be considered binding at LESSOR'S option until such time as all guarantors shall have executed the guarantee below.

26. It is further understood and agreed by and between LESSOR and LESSEE that charges for damages and cleaning will be made when applicable. Customary charges included the amount of subcontractor's (cleaners, painters, etc.) bill plus 15% overhead to cover administrative charges. Failure to pay these charges upon receipt of invoice therefore, by LESSEE is a default of payment of rent and LESSOR may then, without further demand, exercise any of its rights and remedies for default as provided in paragraphs 2 and 13 above. Further, abnormal circumstances of damage may result in charges above those estimated herein, for the items listed herein, as well as for other damages not listed:

- A. Broken door or lock on mailbox: \$130.00
- B. Missing or damaged exterior lock: \$170.00; interior knob \$130.00
- C. Damaged entry door: \$430.00; entry jamb: \$570.00
- D. Damaged pre-finished interior door: \$330.00; custom interior door: \$700.00 plus installation.
- E. Damaged window \$220.00 or screens: \$130.00
- F. Broken or missing light globe: \$100.00, damaged fixture: \$250
- G. Any damage to any appliance, (dents, scratches, damage from defrosting, etc.) cost of new refrigerator \$500.00, new microwave \$150.
- H. Clogged disposal: \$85.00; damaged \$250
- I. Damaged carpet: bleach stains: \$75.00 each; iron burns: \$120.00 each; cigarette burns: \$150.00 each; other: contract repair cost plus \$25.00.
- J. Soiled carpet: \$75.00 per room, hallway is one room. Unvacuumed carpet additional: \$35.00 per room, hallway is one room. Carpet with permanent stains, burns, and/or pet odor and or dander will be replaced at Lessee's expense at a cost to Lessee of \$99.50 per yard. Payable at the time the damage is discovered.
- K. Uncleaned bathroom: \$260.00.
- L. Uncleaned kitchen: \$300.00 (dirty refrigerator \$90.00).
- M. Holes in drywall, under 12 square inches: \$220.00; Holes larger than 12 square inches: \$470
- N. Repainting due to unnatural wear and tear; up to: \$160.00
- O. Tears and burns in linoleum floors: \$60.00 per square yard for entire floor area.
- P. Damaged Formica counter tops: contract repair cost plus \$175.00.
- Q. Damaged plumbing fixtures: contract replacement plus \$140.00.
- R. Damaged shower door: \$330.00
- S. Any other item of damage or abnormal wear and tear; contract repair cost plus \$150.00 per damaged area (i.e., wood burns on exterior deck work resulting from charcoal grills).
- T. Unclean cold air return or register: \$50.00.
- U. LESSOR'S dumpsters are not depositories for any furniture or appliances you may throw away. If LESSEE throws furniture, appliances, or any other items in dumpsters which the city will not haul away on their regular route, LESSEE will be charged for the removal of these items: \$100.00 per item. LESSEE shall arrange for free pickups of bulk items by calling the City of Columbus bulk refuse dept. and by following City of Columbus. Rules (overhead is currently estimated at 20%).
- V. Necessary extermination for roaches or bed bugs due to unclean conditions and/or extermination for fleas due to prohibited animals on premises: \$410.00 per treatment
 - i.) Bedbug treatment due to negligence of resident: treatment cost x 150%.
- W. Stained Mattress: \$180.00 Dirty Mattress Encasement: \$25 Mattress Encasement \$95

OTHER TERMS: This lease contains the final agreement between the parties hereto (including guarantors) and no party (including guarantors) shall be bound by any prior item, condition or representation, oral or written, not set forth herein. IN TESTIMONY WHEREOF THE PARTIES HAVE SIGNED THESE PRESENT ON THE DAY AND YEAR HEREIN BEFORE WRITTEN (To the extent permitted by Ohio Law).

LESSOR: Inn Town Homes By: _____ AGENT FOR: Ohio Stater Student Housing: _____

LESSEE _____ SIGNATURE _____ LESSEE: _____ (PRINTED NAME)

We, The undersigned who are the parents (or guardian) of the LESSEE (S) in the foregoing lease, hereby guarantee payment of the rent due under said lease, and fulfillment of all other terms and conditions of said lease. We agree that our liability is joint and several with all other lessees and guarantors, and NOT limited to a fractional amount of the rent owing. We further agree that, in the event LESSOR pursues collection of our liability, that we shall be further liable for all costs of collection, including but not limited to court costs and reasonable attorney fees.

CO-SIGNER _____ SIGNATURE _____ CO-SIGNER: _____ (PRINTED NAME)