

Inn Town Homes and Apartments



2104 Tuller Street • Columbus, OH 43201
(614) 294-1684

1. Page One

1.1 TERMS AND PREMISES LEASED

This lease made and entered into this date: <<Lease Creation Date>> at Columbus, Franklin County, Ohio, by and between undersigned LESSOR:

Inn Town Holdings III, LLC dba Ohio Stater
2060 N. High Street, Columbus, OH 43201
Phone: 614-294-5381

and LESSEE(S):

<<Tenants (Financially Responsible)>>

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 Street, Columbus, Ohio 43201, numbered OSI Room Number for the term of **291** days beginning **August 15th, 2023 (at your designated time frame to be given at a later date)**, and ending at 6pm on **May 31st, 2024** at a rental sum of Yearly Rent Amount whole contract dollars per **291** day term (which includes the utility and CAM charge in clause 2.1) payable in **10 equal** monthly installments due on the following schedule:

- The first installment of rent equals Monthly Installment Rent Amount. This installment is due on or before the lease commencement of August 15th, 2023. The first installment of rent is paid initially as a holding fee to reserve the apartment in advance, and it becomes the first rent installment on the lease commencement of August 15th, 2023; and
- Followed by 9 equal monthly installments of Monthly Installment Rent Amount which are due by the FIRST DAY of each month beginning September 1st, 2023 and on the first of each month thereafter throughout the installment term.

The rental sum listed above is for the **291** day term (NOT 365 days) and it has already been prorated to arrive at 10 equal installments, therefore it is NOT SUBJECT TO ANY MORE PRORATION. All rent received after the DUE DATE(S) AS LISTED ABOVE shall be subject to a late charge outlined in 1.2 below and the LESSEE and the Guarantor(s) agree, and covenant as follows:

1.2 RENT AND CHARGES

1.2(a.) LESSEE(s) shall pay rent using the secure online payment portal provided which offers ACH debit and card payments. LESSEES that do not utilize the portal for payment are subject to a mandatory monthly charge of \$50.00. Within the payment portal, each resident can pay separately by ACH debit or card payments. In light of this payment method, LESSOR will not be able to accept or reject rent payments as they are made. As a result, if one or more LESSEES has insufficient funds to pay at the time of ACH debit or payments are returned for any reason, or if partial payment is received, LESSOR will return all partial rent payments received and proceed with an eviction.

1.2(b.) Upon move-in, all residents owe their first rent installment as stated above. All subsequent installments are due on the 1st of each month. If any installment of the rent is paid after the due date, it shall be subject to a late charge equal to \$50.00, LESSEE should also be aware that the landlord may also start eviction proceedings once rent is past due. In the event the LESSEE 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 grounds for termination of the Lease and/or eviction by the Landlord. It is expressly understood and agreed that the LESSEE shall be and remain liable for any deficiency in rent until the Lease expiration date or until such time in the interim; the Premises are leased by another acceptable LESSEE. The LESSEE 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 LESSEE's use and occupancy of the Premises or default under the Lease. Landlord reserves the right to require that rent be paid in certified funds, cashiers check or money order, at any time due to late or returned payments. Payments received from LESSEE shall first be applied to late fees, then NSF fees, then past due utilities, then current utilities, then damages caused by LESSEE, then past due rent, and then current rent. LESSEES paying rent in multiple installments must do so outside the resident portal via cashier's check or money order, without fees, at LESSOR'S discretion.

1.2(c.) LESSEES further agree they will be charged \$50.00 for each payment rejected or returned to LESSOR unpaid for any reason (NSF payment.) Common reasons for rejected payments include but are not limited to: insufficient funds, incorrect account information given, closed accounts, invalid or inactive accounts, and accounts not set up for ACH transactions. No returned checks will be redeposited. In addition, tendering an NSF payment 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 will pay LESSOR any charges LESSOR'S bank may have charged LESSOR for processing the NSF or rejected payment. If there are two returned payments for any one apartment, online payments will be suspended and all further payments must be made by certified funds via bank check or money order.

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. Page Two

2.1 UTILITIES

2.1(a.) The LESSOR shall pay the following utilities: The following utilities are included in the monthly rental price listed above and are paid as a part of rent each month: GAS, ELECTRIC, WATER, SEWER, EXTERIOR LIGHTING, BASIC INTERNET AS DEFININED BY SPECTRUM AND BASIC CABLE AS DEFINED BY SPECTRUM CABLE CO. 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. The costs of providing heat, hot water, air conditioning, electric, water, and cable TV are a part of the LESSOR's monthly rent. This cost allocation is calculated by dividing the annual cost of these utilities for the previous year by 124, which is the number of apartments in the building. 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, and LESSOR promptly shall repair/replace same. Boiler/Chiller to be switched over for the new season when Lessor deems fit based on looking at the extended weather forecast.

2.2 COMMUNICATIONS, ENTRY & INSPECTIONS

2.2(a.) LESSOR will send LESSEE notifications via email or text whenever possible to the email address or phone number provided by the LESSEE on the application. Notifications include, but are not limited to general LESSEE notifications, lease account statements, notice to enter, and notice of violation. LESSOR may also notify LESSEE by personal notice on their apartment door. It is LESSEE'S and cosigner's responsibility to notify LESSOR of any changes to email addresses and/or phone numbers. LESSOR is not responsible for any missed notifications because of wrong contact information.

2.2(b.) 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 reasonable notice to LESSEE, LESSOR may enter the leased premises for the purpose of exhibiting the same 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.

By initialing below, you acknowledge and agree to the terms in Section 2.

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3. Page Three

3.1 OCCUPANCY AND GUESTS

3.1(a.) 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.

3.1(b.) LESSEE agrees if the number of adults living in a unit exceeds one (1), there will be an additional charge per month for each additional resident of \$100.00 more per additional person at LESSOR'S discretion. This provision is not applicable to families with children. Violation of this section shall entitle the LESSOR, at its option, to terminate the lease in accordance with procedures defined in paragraph 2 of the 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.

3.1(c.) 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:

i.) The LESSEE will permanently remove the pet from the premises within three (3) days of 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, [1]failure to pay this sum shall constitute non-payment of rent and is subject to all the remedies in Paragraphs 2 and 2A of this lease.

ii.) LESSEE will pay for any damage done by LESSEE's pet(s) or visiting pets, (e.g., scratch marks, ripped carpet, chew marks etc.) immediately when billed by LESSOR. All carpet will be replaced due to pet dander, stains, hair, odor, etc. LESSEE will pay the cost of the damage, but it will not be fixed until LESSEE has moved out, because of the high probability of recurrence. Failure to pay these charges upon receipt of invoice by LESSEE, is therefore a default of payment of rent, and LESSOR may then pursue legal remedies for default.

3.2(a.) LESSEE and all guests and occupants must comply with any written rules and policies. LESSOR'S rules are considered part of the lease agreement. LESSOR or LESSOR'S representatives may prohibit from the apartment complex and outside property, including parking garage and outside lot, guests or others who, in our judgment, have been violating the law, violating the lease agreement or any apartment rules, or disturbing other Residents, neighbors, visitors, or LESSOR'S representatives. LESSOR or LESSOR'S representatives may also prohibit a person who refuses to show photo identification or refuses to identify himself/herself/themselves as a Resident, occupant, or guest of a specific Resident in the apartment complex.

3.2(b.) It is the policy of the LESSOR to allow Guests and Visitors to the property, under the guidelines of the Visitation Policy, which states: Any person not on Lease and is occupying or staying on the premises of the LESSEE is considered to be a Guest. Overnight Guests will be limited to three (3) consecutive day stays, unless given written approval by LESSOR for additional days/nights. LESSOR reserves the right to limit the number of overnight Guests per apartment. Guest parking must be purchased ahead of time by LESSOR and is not guaranteed. Guests must have a pass to park on the premises (parking garage, outside lot), otherwise they are at risk of being towed at their own expense. Any Guests parking on property are parking at their own risk and LESSOR is not responsible for theft or damage to vehicle/belongings.

3.2(c.) If a Guest, visitor, nonresident, or uninvited individual displays any of the following behaviors or activities, said person will be barred from the property and possibly subjected to criminal prosecution.

Any visitor, guest, non-resident, or uninvited person will be placed on the "No-Trespassing List" for any of the following reasons:

- Solicitation
- Disturbing or repeatedly disturbing a resident's right of peaceful enjoyment of the premises
- Engaging in criminal or illegal activity on the premises
- Exhibiting threatening behavior/verbal abuse to any individual on the premises
- Loitering on the premises
- Demonstrating disorderly and disturbing conduct on the premises
- Breaking any rules and/or policies in lease agreement

If LESSEE violates the "No-Trespass" order by allowing said person back to the property, it will be considered a material breach of the lease agreement and the LESSOR will determine if LESSEE'S tenancy will be terminated.

3.2 LIABILITY

3.2(a.) JOINT LIABILITY LEASE CONTRACT: A joint liability interest in the apartment numbered OSI Room Number, located at 2060 N. High St., Columbus, Ohio 43201, together with the right to use in common with others, the furniture, appliances, and property provided by LESSOR in such Bedroom and Unit, and the right to use, in common with others, any common kitchen, bathrooms, provided property, parking lots and other common areas, to the extent currently in place at the Unit or Facility. Each LESSEE sharing the apartment shall be JOINTLY and SEVERALLY liable for the entire term of this lease in issues of contract and negligence, 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).

3.2(b.) The LESSEE agrees to have his or her GUARANTOR, approved by LESSOR, execute Guarantee at the bottom of this lease within ten (10) days after the date LESSEE executes this lease. If the appropriate GUARANTOR, 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.

3.2(c.) In no event shall LESSOR be obliged to relocate LESSEE at LESSEE'S request, or be responsible or liable to problems or disagreements arising out of any differences in personality, style of living, etc among LESSEE and other LESSEES occupying the unit. This clause (3.2c) only applies to INDIVIDUAL LEASE CONTRACTS.

By initialing below, you acknowledge and agree to the terms in Section 3.

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4. Page Four

4.1 PARKING

4.1(a.) PARKING: Number of parking passes allotted: no of parking passes. It is agreed by and between the LESSOR and LESSEE that

parking is not granted as part of the leased premises. The parking lot shall, at the LESSOR'S option, be operated on a basis subject to unauthorized cars being towed by a private towing and storage company. **Parking passes are required.** All vehicles with passes must be registered with the Ohio Stater office for passes to be valid. All Parking Passes must be purchased by August 17th, 2023 by 5:00 p.m. by LESSEE and LESSEE is only able to use the pass. They are sold on a first come, first serve basis in regards to the Floor level of the garage and outside parking lot off of Tuller St. LESSEE is required to pay a one-time fee for parking pass upon move-in, paid for by check or debit only. Parking cost is as follows for 10-installment lease ending May 31st, 2024: 1st Floor - \$650.00 per pass. 2nd/3rd Floor - \$800.00 per pass. No prorating for late purchase. LESSOR will not be responsible for any towing costs that may occur as a result of the LESSEE forgetting to renew his parking pass. At LESSOR'S option, LESSOR may tow the cars of persons who have violated any rules of the garage/lot as described by 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. ALL LESSEES/RESIDENTS MUST SHOW A VALID ID WHEN PURCHASING A PARKING PASS. All LESSEES must sign the "Parking Rules and Regulations" Addendum to obtain their parking pass. Passes can be revoked without a refund if LESSEE is caught breaking rules and regulations listed in Parking Addendum. If the LESSEE does not turn in garage remote control/Access card with holder at the end of lease, or if it is turned in damaged or not working, a \$200 fee will be deducted from security deposit for the remote/Access card, and a \$35 fee for the holder.

4.2 SECURITY DEPOSITS

4.2(a.) The LESSEE(S) has deposited with the LESSOR a sum of Security Deposit Amount. LESSEE(S) agree the Security Deposit is not an advanced payment of rent and does not relieve the obligation to pay rent, including rent for the last month of occupancy. Lessee has elected to pay the total Security Deposit in one of the following ways:

_____ Pay the Security Deposit in full on or before August 1st, 2023 or

_____ Pay the Security Deposit over 3 monthly installment payments beginning August 1st, 2023 or

_____ Pay the Security Deposit over six monthly installment payments beginning August 1, 2023.

In the event LESSEE elects to make installment payments for their Security Deposit, LESSEE must inform LESSOR of this payment arrangement "in writing/email" no later than July 1st, 2023. The installments shall be due on the same day as the monthly rent payment pursuant to the lease agreement and which may be paid together with the monthly rent installments. In the event LESSEE fails to pay one of their installment payments, it shall be considered a material breach of the lease agreement.

4.2(b) The Security Deposit is to guarantee the return of the premises, including carpeting, in as good condition as when initially occupied, reasonable wear and tear (not dirt) expected.

At the expiration of the lease term, LESSOR may apply the security deposit for past due rent, fees, and /or the cost of repairing damage beyond reasonable wear and tear to the Premises. Also, abandonment or vacating of the Premises by LESSEE before the end of the term of the lease shall result in LESSOR deducting damages he/she has incurred from the Security Deposit. Each LESSEE shall be jointly and severally responsible for all losses incurred by LESSOR occasioned by the tenancy if on a joint lease. LESSEE agrees to provide LESSOR, in writing, a forwarding address upon vacating the Premises. LESSOR agrees to return to the LESSEE the Security Deposit or whatever part has not been applied in payment of the LESSEE'S obligations under the lease postmarked and returned to the LESSEE within thirty days after expiration of the lease or delivery of possession of the Premises to LESSOR, whichever is last to occur. All deductions will be itemized in writing by LESSOR. LESSOR may seek damages in excess of the Security Deposit and LESSEE agrees to reimburse LESSOR for any rent, fees and/or damages exceeding the security deposit. One check will be issued for the return of the security deposit funds to LESSEE'S on a joint lease and the check will be issued to all LESSEE'S unless LESSEE'S all agree to designate on LESSEE to whom the check will be issued. A Security Deposit in one name form must be completed by all LESSEE'S in order for the check to be issued to one LESSEE. This will occur provided:

1. All keys and key fobs are returned to the office of LESSOR and the property vacated in clean condition by the last day of the lease period by 6PM, (once keys are turned in to LESSOR, LESSEE relinquishes all claims to any property left behind and any rights to re-enter unit) and,
2. The LESSOR'S inspection reveals no damages or dirt in the premises, reasonable wear accepted.
3. 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 a fractional part of the deposit may be retained by the LESSOR as damages without prejudice to the rights of 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 create a conclusive presumption that LESSEE has vacated and abandoned the leased property:
 - a. Failure of LESSEE to return all keys at the end of this lease term, or
 - b. Failure of LESSEE to remove all personal property from the premises at the end of this lease term, or
 - c. Failure to have renewed the lease and/or paid monthly rent, or
 - d. Evidence that LESSEES are not inhabiting the apartment and LESSEE has informed LESSOR of LESSEE'S intent not 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 except any resulting from the negligence or misconduct of LESSOR or its agents. Further, if LESSEE has not vacated premises at the expiration of this lease the rental shall accelerate to the rate of \$500.00 per day

4.2(c.) If the LESSEE gets locked out of their apartment when the office is closed, the LESSOR may charge a service fee of \$25.00 for LESSOR'S cost in unlocking the door to the premises/apartment. If LESSEE loses a bedroom door key, that results in a lock change, LESSEE must pay a charge of \$150.00. Losing an apartment door key or a building key LESSEE must pay a charge of \$75 per key. Losing a mailbox key will result in a \$25 replacement fee. LESSEES are not allowed to duplicate keys. Under no circumstances may LESSEE change, re-key, add or delete any lock, key or other security device. Loss or damage to a key fob will result in a \$75 replacement fee. If LESSEE breaches this paragraph or any part hereof, LESSOR may charge LESSEE the fees of 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.

By initialing below, you acknowledge and agree to the terms in Section 4.

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5. Page Five

5.1 RENEWAL, SUBLEASE & ASSIGNMENT

5.1(a.) 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.** LESSOR shall provide LESSEE a renewal date option at LESSOR'S discretion.

5.1 (b.) This lease does not automatically renew and LESSEE(S) must re-sign a new 10 or 12-installment lease within the timeline offered by LESSOR. LESSEE(S) acknowledge that this lease can be renewed by all or a portion of the original LESSEES. LESSOR will notify LESSEE(S) of the terms and conditions of a lease renewal for subsequent lease terms during Ohio State University's fall semester. If current LESSEE(S) on this lease agree to sign a lease for an additional term, a new lease must be executed on or before the lease termination date, but while the unit is still available.

5.1(c.) The LESSEE shall not assign this lease or sublet the premises without the consent of the LESSOR. LESSEE will pay LESSOR a non-refundable processing fee of \$100.00 for each application **not** submitted to LESSOR for consent to sublease. LESSEE is advised to ask SUBLESSEE for a security deposit for damages done during their tenancy. For purposes of summer sublet only, LESSOR shall not unduly withhold or unreasonably delay its consent for summer subleasing. On a joint lease, all roommates must be in agreement of subletting to the interested party to sublet. **No** Airbnb leasing or subleasing is permitted by LESSEE.

- LESSOR requires a signed copy of sublease agreement along with sub-tenant's phone number, email, and a copy of sub-tenant's valid photo ID.
- LESSEE REPLACEMENT for remainder of contract requires: written request that LESSEE is looking to replace themselves on lease, written consent of LESSOR in return to request, updated Lease Agreement for replacement, and \$100.00 processing fee. Roommates on-lease, if any, must agree with replacement.

5.2 RULES, LAWS & GOVERNANCE

5.2(a.) The premises will not be used for any unlawful purpose, nor for any purpose deemed hazardous by the LESSOR or by the LESSOR'S insurance company because of fire or other risk.

5.2(b.) 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, boisterous or in any manner offensive to other LESSEES or occupants of the building. LESSEE or LESSEE'S guests may not engage in the following activities; unlawful activity, behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing any illegal drug or narcotic or drug paraphernalia as defined by law. LESSEE may not possess a weapon prohibited by state law; discharge a firearm in or near the apartment or community; display or possess a gun, knife, or weapon in the common areas in any way that may alarm others; store any hazardous materials in or on the property; tamper with utilities or telecommunications; or injure our reputation by making bad faith allegations against us to others. LESSEE will not hang or display anything in their windows that can be visible from the outside of the building.

5.2(c.) Smoking shall NOT be permitted within the confines of the building at all, including apartments, stairwells and common areas alike. If LESSEE is suspected to be smoking in any of these areas, LESSOR is able to conduct random inspections including apartment after given a warning. If smoking continues by LESSEE OR LESSEE'S guests after warning is given, LESSEE can be evicted due to violating covenant, terms, condition of lease.

5.2(d.) It is the Landlord's policy not to rent to any registered sex offender under any circumstance. If you or any household member occupies the premises and is a registered sex offender at any time during the lease term, any renewal thereof, or otherwise during your

tenancy; landlord shall have the immediate right to terminate tenancy, issue a three (3) day notice to vacate, and initiate an eviction action at your cost.

5.2(e.) LESSOR agrees that LESSEES shall perform all of the covenants herein, 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, nor otherwise prejudice any right to which LESSOR may be entitled.

5.2(f.) The laws of the State of Ohio shall govern the construction and interpretation of this lease.

5.2(g.) 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.

By initialing below, you acknowledge and agree to the terms in Section 5.

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6. Page Six

6.1 CONDITION AND USE

6.1(a.) As of commencement of this lease, the LESSEE acknowledges that the premises, carpeting and furniture therein are in a good state of repair and condition, except as otherwise indicated in the checklist to be submitted no later than five days after the lease beginning date. LESSOR takes no responsibility for phone lines and jacks or cable lines and jacks in the apartment. All properties are custom wired for Spectrum Cable and residents must use this service if they require cable or internet service.

6.1(b.) The LESSEE shall not install equipment or make alterations, additions or improvements to the premises.

6.1(c.) No gummed labels shall be put on the walls, nor any decals, or decorations which, when removed, destroy the wall surface or plaster. No painting will be permitted. No gas or charcoal grills/appliances, or deep fryers are allowed inside apartment or common areas of building.

6.1(d.) 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 (litter or damage to hallway carpet, drywall, etc.) or filth (i.e. cleanup after parties) will be charged to responsible units. 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, LESSEES shall pay to LESSOR the amount of rent lost and for all damages. LESSEES shall be notified of their poor housekeeping and that it meets this clause and shall be given 30 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 LESSOR reserves the right to deduct that amount from the residents' 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, un-cleanable stains) or multiple drywall holes, LESSOR reserves the right to demand LESSEES vacate the apartment. LESSEES agree as part of this lease to move out of the apartment by May 15th provided notice is given by April 30th. This allows LESSOR the necessary time needed to rehabilitate the apartment and/or re-rent the apartment after rehabilitation. At LESSOR'S option LESSEE agrees to allow LESSOR to clean their apartment between October 1 and May 31 for the purpose of renting it for the next season.

6.1(e.) The LESSEE shall be responsible for the maintenance of the toilet, all sinks and disposals, if objects are deposited therein causing stoppage. If there is a stoppage or damage done to any toilet, sink, disposal, dryer or clothes washer as a result of the 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.

6.1(f.) The LESSEE shall keep the apartment, free from all filth, debris and refuse. All garbage shall be handled in accordance with paragraph 6.1(d.) of this lease.

6.1(g.) 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. No bikes, scooters, skateboards are allowed to be parked/left/stored in hallways or stairwells. 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, subject to paragraphs in 6.2 below, 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 to the extent he deems necessary.

6.1(h.) The LESSEE shall be responsible for any damage to the premises, furniture, appliances or carpeting herein whether caused by the LESSEE, or other occupants or Guests/visitors to the apartment.

6.2 INSURANCE

6.2(a.) LESSOR is not liable for damage to LESSEE'S personal property unless caused by negligence of LESSOR or LESSOR'S agents. LESSOR requires that LESSEE carry 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 known to or reported to LESSOR. In the event fire or other casualty wholly destroys the premises, 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 the fire or other casualty, if LESSOR elects to terminate this lease. If 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 occupancy of the premises, and resume paying rent, all within fifteen (15) days of the giving of 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.

6.2(b.) In the event of fire or other casualty which is caused by any negligence of LESSEE, or of LESSEE'S guests, co-tenants, invitees, 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, the LESSOR'S insurance company may subrogate against lessees, co-tenants, guarantors', agents or servants. And 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.

By initialing below, you acknowledge and agree to the terms in Section 6.

X _____
Initial Here

7. Sign and Accept

7.1 OTHER TERMS

OTHER TERMS: This lease and included addenda 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)

This lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile, scan, or electronic version of a signature shall be deemed an original and shall be enforceable as if it is an original signature.

X

Lessee

Date Signed

X

Lessor

Date Signed