

COADY RENTALS
Quality & Reliability
RENTAL AGREEMENT

This lease is made and executed between Coady Rentals, herein "Landlord", and

- | | |
|----------|----------|
| 1) _____ | 2) _____ |
| 3) _____ | 4) _____ |
| 5) _____ | 6) _____ |

hereafter referred to as "Tenants".

Landlord leases to tenants the property located at _____.
This lease for the academic year at Ohio University starts at **noon**, 12 p.m. on Sunday, **June 17, 2012** and ends at 12:00 a.m. (midnight) on Saturday, **May 4, 2013**, the very end of graduation day.

COMMUNICATION BETWEEN TENANTS & LANDLORD:

Coady Rentals office is at 25 W. Washington, Athens, Ohio 45701 (740.593.7517) (www.coadyrentals.com). To send maintenance requests, go to the "Maintenance" page on the website or deliver them in writing at the office. In case of **EMERGENCY**, you may contact us at any time by telephone; an emergency number is provided on the answering machine. In order to avoid miscommunication and legal problems, Coady Rentals will only accept maintenance requests, complaints, etc. from the tenants listed above. Also, tenants agree to furnish a current phone number and applicable email address whereby the landlord may contact them. Coady Rentals regularly communicates with tenants via email regarding obligations in this lease. Tenants agree that failure to respond to these communications constitutes a violation of this lease.

RENT:

In order to qualify for the **discounted quarterly rent**, each individual tenant must pay \$_____ in advance, or on or before 4:00pm on **JUNE 1, 2012; SEPTEMBER 1, 2012; DECEMBER 1, 2012; and MARCH 1, 2013**. However, a tenant who pays after the due date must pay \$_____. Payments shall be mailed to 25 W. Washington postmarked by the due date or deposited in a sealed envelope in the mail drop on the front door of the office for Coady Rentals.

TENANTS AGREE TO BE JOINTLY AND SEVERALLY RESPONSIBLE FOR ALL RENT PAYMENTS AND PROPERTY DAMAGE CHARGES.

If at any time during the course of the lease a given tenant vacates the premises, that tenant agrees to pay the rent until such time as a replacement can be found who is mutually acceptable to the tenants & landlord. **If a vacating tenant fails to pay the rent, the other tenants agree to do so.** Renewal of the lease is at the Landlord's option; a tenant who wishes to extend a lease for an additional year must notify us by September 1 of the current lease.

SECURITY DEPOSITS:

Tenants WILL **EACH** PAY at the time of the signing of the rental agreement the sum of \$_____ as a security deposit to assure the performance of the terms and conditions of this lease. This security deposit is not intended to be used for any portion of the rental payment. It shall be used for the payment of repair of damages to the premises to the extent of real cost or payment of unpaid utility bills or late fees. Damages/Repairs/Repainting will include restoration of extraordinary wear and tear, broken windows, damages to walls, cleaning and/or repairing of appliances, and other such damages. The security deposit will be refunded 30 days after termination of the lease and delivery of the premises to the landlord if: a) tenant has properly vacated the premises including returning the keys, and b) provided in writing a current forwarding address. The deposit is forfeit if a tenant withdraws before the commencement

of the lease without providing a substitute who is acceptable. Landlord will provide a written itemized account of any deductions from the security deposit.

RETURNED CHECKS:

If a bank refuses any payment by check by a tenant, the tenant agrees to pay **\$35.00** in service and handling charges for each such check. There is also a bank charge of **\$35.00** for lost checks that have to be replaced. The late fee charge is also due in such a case.

OCCUPANTS:

Tenants agree that the premises are to be rented for personal residence purposes only and shall be occupied and used **ONLY** by the tenants who have signed this lease. Tenants agree that any violation of this occupancy agreement constitutes **GROUND FOR EVICTION AND TOTAL FORFEITURE OF ALL DEPOSITS**. Tenants shall not use, nor let or allow the premises or any part thereof to be used for any unlawful purpose such as underage drinking nor be used in a loud, noisy, boisterous or any other manner offensive to any other occupant of the building or the neighborhood.

AVAILABILITY & LIABILITY OF PREMISES:

If the premises are not fully available for occupancy upon the date specified in the lease due to conditions for which the landlord is responsible, tenants shall not have cause for any damage, except for a pro rata rebate of the rental charge. Any repairs directly related to the health and safety of the tenants will be corrected to the best of the landlord's ability during the term of the lease. All other repairs are at the sole discretion of the landlord.

TENANTS, THEREFORE, AGREE TO ACCEPT THE PREMISES IN THEIR PRESENT CONDITION AT THE TIME OF THE SIGNING OF THE LEASE except for such matters as shall be changed by the landlord upon mutual written agreement of the parties.

Tenants agree that there will be no beer kegs or beer keg parties on the premises at any time. Tenants agree to replace burnt out light bulbs at their own expense. Power strips, not extension cords, are to be used. Tenants shall neither keep nor permit anything of a dangerous, inflammable, or explosive character that might increase the chance of eruption of fire on the premises. Tenants shall not use any charcoal or gas grills in the rental units. These cooking devices must be limited to a yard or grassy area. Tenants shall not keep or use any electric or kerosene space heaters in the rental unit without permission of the landlord. Tenants agree to be liable for any fire damage resulting from failure to comply with the above provisions. Tenants will not store personal property in the attics or basement of the residence. Tenants agree to pay all necessary charges for removal of any material found in these locations at the end of the lease. Tenants are prohibited from gaining access to the roof of the premises except in case of emergency exit. Any unauthorized person, including a tenant or member of a tenant's household or a guest or any other person under tenant's control, found upon such a roof is subject to prosecution for trespass. Tenants are hereby notified that the landlord does not have any knowledge of or reports or records pertaining to lead based paint hazards on the premises. The landlord's insurance only covers that which is owned by the landlord. Therefore the personal property of the tenants and their guests are on the premises at the tenants' sole risk and it is the tenants' responsibility to obtain tenant liability and property protection insurance. To the extent not prohibited by law, tenants release the landlord from any loss, cost, or liability arising out of the tenants' occupancy of the premises except insofar as the same may be directly attributable to the negligence of the landlord.

PARKING:

Only tenants named on this lease may park on the premises. If the unit named in this lease is posted for towing, each tenant who wishes to park on the premises must obtain a parking hang tag from the Coady Rentals office. Each tag must be returned at the end of the lease; if not, \$25 will be deducted from the security

deposit. Where applicable, parking spaces are assigned to a particular tenant and only the tenant may park in the space. **Misuse of assigned parking may result in the revocation of parking privileges.** Misuse constitutes failure to park in assigned space, failure to properly display hang tag, allowing non-tenants to park in any Coady Rentals space, and any misrepresentation for the purpose of attaining a hang tag. Also, any towing charges incurred due to misuse are the responsibility of the tenant.

INSPECTION & REPAIRS:

The landlord or his agent shall have the right to enter the premises to inspect them, to make necessary repairs, or to exhibit them to prospective or actual tenants, purchasers, mortgagees, workmen or contractors and, in the case of fire or other emergency, for protection of the premises. Such entry will be only at reasonable times upon reasonable notice except in the case of emergency or impracticability. Ordinarily, notice will be given 24 hours in advance of such an inspection. However, tenants agree that in the case where tenants have notified the landlord of a needed repair, it shall be agreed that the 24-hour notice has already been given and landlord's representative may enter the premises to carry out the necessary repair during ordinary working hours without any further prior notice.

The Code Enforcement Office inspects all rental properties annually.

TENANTS AGREE TO MEET WITH THE CODE OFFICER FOR THE ANNUAL INSPECTION.

There is then a follow-up re-inspection after the landlord has made all the repairs.

THE TENANTS ALSO AGREE TO MEET WITH THE CODE OFFICER FOR THE RE-INSPECTION.

Any fines incurred due to failure to comply with annual code inspections are the responsibility of the tenants. The landlord will give prior notification to the tenants of such inspections.

UTILITIES:

Tenants shall be responsible and pay for all public utilities such as gas, electricity, telephone, cable television, internet, water/trash, etc. and shall be responsible to contract directly with each respective utility company *except for water/trash* because:

THE CITY OF ATHENS SENDS OUT UTILITY BILLS TO EACH ADDRESS ADDRESSED TO OCCUPANT; TENANTS AGREE TO PAY FOR THESE CHARGES DURING THE ENTIRE TERM OF THE LEASE ON A PRO RATA BASIS.

The final water bill will then automatically be deducted from the security deposit. Tenants who are jointly and severally renting the entire premises, e.g., a single house, also agree to provide and pay for yard care (i.e. LAWN MOWING because Athens City Code requires that lawns be mowed) and **ICE AND SNOW REMOVAL.**

Heat must be maintained by the residents at all times when the temperature is below 50 degrees. Any damages from failure to do so will be the responsibility of the residents.

Tenants agree not to put any feminine sanitary products in the plumbing due to the antiquity of the Athens City sewer system. Charges for clearing sewer lines and toilet repair due to such improper disposal will be billed to the tenants jointly. Where applicable, the residents agree to supply and utilize at least two cans with tight fitting lids for disposal of trash. Tenants agree to maintain the property free of litter and trash. If the landlord is ordered by the city to clean up the premises, tenants agree to pay for such service and fines.

ALTERATIONS:

No alterations of the premises (e.g. installing cable or phone lines, etc.) can be carried out without prior written approval of the landlord (usually by e-mail). Any such alterations that have to be repaired or restored (e.g. repainting or damage resulting from hanging pictures, posters, etc.) will be deducted from the deposit. Repainting a bedroom costs at least \$100, kitchens and living rooms at least \$150. Touch up painting/filling holes due to putting posters/pictures/etc. on the walls is at least \$50 per room. If tenants

wish to have bedroom deadbolt locks, the landlord will install them for \$35 per lock. Tenants agree to not install any new **exterior** locks. Tenants agree to put no nails, screws, etc. in the walls or any other attachment EXCEPT **COMMAND STRIPS**. The cost of any repairs caused by such attachments will be deducted from the deposit. **TENANTS ARE NEVER ALLOWED TO PAINT THE PREMISES.**

FURNISHINGS:

No waterbeds are allowed. Tenants agree to maintain all appliances belonging to the landlord in reasonable condition given normal wear and tear. Landlord will pay for repairs to appliances furnished with the property unless they are clearly damaged by the tenant. The landlord will provide mini-blinds for bedrooms and bathrooms only. Tenants agree to furnish window coverings for all other windows. Window cleaning is also the responsibility of the tenants. **TENANTS CANNOT PUT ANY POSSESSIONS ON THE PREMISES BEFORE THE BEGINNING OF THE LEASE.**

PETS:

Absolutely **NO PETS** are allowed anywhere on the premises at any time. Tenants agree that violation of this provision will result in total loss of deposit and termination of the lease upon three days written notice.

VACATING PREMISES:

Upon termination of the lease, tenants shall deliver all keys to the Coady Rentals Office at 25 W Washington – failure to return all keys issued will result in a \$25 fee per person per key, i.e. entrance (and mailbox keys where applicable). Tenants will leave the premises in the same condition (natural wear and tear excepted) as they found them. All charges for cleaning or damage repair or removal of personal property will be deducted from the security deposit. No rebate will be made for vacating early unless the premise is re-rented. At the end of the lease tenants are responsible for delivering the premises in a clean condition. Tenants agree to pay for necessary cleaning charges by means of a deduction from the security deposit. The examples below are *minimum* charges; in many cases the charges will be higher.

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|-------------------------------------|--|
| Clean Refrigerator -- \$50 | Clean Kitchen Stove & Hood -- \$75 |
| Removing Trash (per bag) -- \$15 | Replacing Windows or Screens -- \$50 |
| Replacing Window Blinds -- \$40 | Repairing Holes in Walls -- \$50 |
| Excessively Dirty Bathrooms -- \$75 | Couch/Furniture Removal -- \$75 per item |

HOLDING OVER:

Occupancy beyond the end of the lease period will result in \$100 being deducted from the security deposits for each day or partial day. If any possessions are left in the apartment after the ending lease date such as: furniture, clothes, food, etc. tenants will be charged for the removal of such items. This policy may not be construed as giving tenants any right to hold over.

SUBLEASING:

A tenant is permitted to have a sublesser, but **only** when the sublesser fills out an application form from the office of Coady Rentals. Tenants agree to be responsible for all damages caused by sublessees or assignees.

ABANDONMENT & RELETTING:

If the tenants totally vacate the premises, the landlord has the right to lease them again. The original tenants are then responsible for any deficiency in rent and expenses incidental to such re-letting, and for any damages.

TERMINATION OF LEASE:

Tenants agree that violation of the pet provision allows for termination of the lease upon three days written notice. Landlord may terminate this lease upon written notice to tenants if any monthly rental payment is not paid within thirty days after it becomes due. If the tenants violate any other provision of this lease, the landlord will give thirty days notice in writing of the obligation. If the tenant fails to comply, the lease is terminated and the tenants agree to vacate the premises.

TENANT OBLIGATIONS:

1. Pay the rent and other charges to be paid landlord when due;
2. Keep the leased premises clean, neat, safe and sanitary at all times;
3. Dispose of all refuse, garbage, and other waste in a clean, safe and sanitary manner;
4. Keep all appliances and plumbing fixtures as clean as their condition permits;
5. Use and operate all gas, electrical and plumbing fixtures/appliances properly;
6. Comply with all requirements imposed on tenants by applicable state and local housing, health, and safety codes;
7. Personally refrain and forbid any person who is on the premises with tenant's permission from negligently or knowingly defacing, damaging, destroying or removing any part of the premises or common areas, or any appliance;
8. At all times conduct themselves and require other persons on the premises with their consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of their premises and common areas;
9. Permit entry to the leased premises as provided in this lease and not unreasonably withhold permission to enter.