

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 _____

The term of this lease shall be for 12 months starting **at noon**, 12 pm on Sunday, **JUNE 20, 2010** and ending **at midnight**, 12 am on Saturday, **JUNE 11, 2011**, graduation day at Ohio University.

COMMUNICATION BETWEEN TENANTS & LANDLORD: Coady Rentals office is at 25 W. Washington, Athens, Ohio 45701 (740.593.7517) (Webpage: www.coadyrentals.com). To send maintenance requests go to the contact 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 phone number and email address whereby the landlord may contact them.

RENT: Tenants shall **EACH** pay rent in Quarterly installments of \$ _____ in advance or on or before 5:00 p.m. on **JUNE 1, 2010; SEPTEMBER 1, 2010; DECEMBER 1, 2010; AND MARCH 1, 2011.** 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. 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. **If a vacating tenant fails to pay the rent; the other tenants agree to do so.**

LATE CHARGE: Tenants acknowledge that performance of the landlord's financial obligations requires timely payment. Although such costs are difficult to measure precisely, tenants agree to pay a **\$25.00 LATE FEE FOR EACH PAYMENT POSTMARKED AS MAILED AFTER THE RENT IS DUE or late in any other respect. There is an additional \$25 late fee for each TEN DAYS the rent is late after that up to a maximum of \$75 per quarter.**

SECURITY DEPOSIT: 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 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, stains on carpets, 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 the 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 **GROUNDS 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 any 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. No extension cords are to be used at any time. 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 or on the porches. 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 rental units without permission from 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 basements 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 a member of 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 therefore it shall be 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 tenant's 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.

INSPECTION & REPAIRS: The landlord or his agents 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 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. There is then a follow-up re-inspection after the landlord has made all the repairs. 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 jointly and severally are 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 to not 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 \$100; kitchens and living rooms \$150. Touchup Painting/filling holes due to putting posters/pictures/etc. on the walls is \$50 per room. If Tenants wish to have bedroom deadbolt locks, the landlord will install them for \$30 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. Tenant agrees 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 \$25.00 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 premises are 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, for example:

Clean Refrigerator -- \$50.00 Clean Kitchen Stove and Hood -- \$75.00
Removing Trash (per bag) -- \$15.00 Replacing Windows or Screens -- \$50.00
Replacing Window Blinds -- \$40.00 Repairing Holes in Walls -- \$50.00
Excessively Dirty Bathrooms -- \$75.00 Couch/furniture removal -- \$75.00 per item

HOLDING OVER: Occupancy beyond the end of the lease period will result in \$100.00 being deducted from the security deposit for each day. If any possessions are left in the apartment after the ending lease date such as: furniture, clothing, food, etc. tenant will be charged for the removal of such items. This policy may not be construed as giving tenant 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 sub lessers 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 the tenant if any monthly rental payment is not paid within thirty days after it becomes due. If the tenant violates 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 tenant agrees to vacate the premises.

TENANTS 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.

IN WITNESS THEREOF: The Landlord and the tenants have signed this lease on the dates written below:

LANDLORD: _____ DATE: _____

TENANT NAME: _____

TENANT SIGNATURE: _____

DATE: _____

TENANT'S Permanent HOME ADDRESS: _____

HOME PHONE: _____ Your cell number: _____

E-MAIL: _____

DRIVERS LICENSE # AND STATE: _____

TENANT NAME: _____

TENANT SIGNATURE: _____

DATE: _____

TENANT'S Permanent HOME ADDRESS: _____

HOME PHONE: _____ Your cell number: _____

E-MAIL: _____

DRIVERS LICENSE # AND STATE: _____

TENANT NAME: _____

TENANT SIGNATURE: _____

DATE: _____

TENANT'S Permanent HOME ADDRESS: _____

HOME PHONE: _____ Your cell number: _____

E-MAIL: _____

DRIVERS LICENSE # AND STATE: _____
