

COADY RENTALS
Quality & Reliability
RENTAL AGREEMENT

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

- 1) _____ 4) _____ 7) _____
2) _____ 5) _____ 8) _____
3) _____ 6) _____ 9) _____

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, **May 12, 2019** and ends at 12:00 a.m. (**midnight**) on Saturday, **May 2, 2020**, 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, outside of office hours you **MUST** contact us by telephone at 740-541-4461. This emergency number is also provided on the answering machine. Also, tenants agree to furnish a current phone number and applicable email address so that we can communicate with you via email regarding obligations of this lease. Failure to respond to these communications constitutes a violation of this lease.

VERY IMPORTANT

TENANTS AGREE TO BE JOINTLY AND SEVERALLY RESPONSIBLE FOR ALL RENT PAYMENTS AND PROPERTY DAMAGE CHARGES INCLUDING ALL DAMAGES CAUSED BY GUESTS.

RENT: There are four equal payments. In order to qualify for the discounted rent, **EACH INDIVIDUAL TENANT** must pay \$ _____ in advance, on or before 4:00pm on **MAY 1, 2019; AUGUST 1, 2019; NOVEMBER 1, 2019 and FEBRUARY 1, 2020.** 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.

If at any time during the course of the lease a given tenant vacates, that tenant agrees to pay the rent until 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. If the tenants are billed for damages during the lease, payment is due at the next quarterly installment. Failure to pay such billings on time will cancel the discount on the rent.

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. Damages/Repairs/Repainting will include restoration of extraordinary wear and tear, broken windows, damages to walls, cleaning and/or repairing of appliances, etc. 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 properly labeled 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 an acceptable substitute. Also, a tenant who wishes to withdraw from the lease is still liable for the entire amount of rent due on the lease unless said tenant finds an acceptable replacement. **The 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 **\$40.00** in service and handling charges for each such check. The full rent (no discount) 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 manner offensive to others.

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 agree that damages are limited to 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.

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 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 inside the rental units. Such 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. 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: The number of parking spaces for this unit is _____. **Only tenants named on this lease may park on the premises or use the parking hang tags.** 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, or failure to properly display hang tag or allowing non-tenants the use of the hang tag. Any charges incurred due to misuse are the responsibility of the tenant. Tenants park at their own risk. Tenants acknowledge that Coady Rentals is not liable for any damages that may be incurred.

INSPECTION: 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, the 24-hour notice has already been given and we may enter the premises for repairs during ordinary working hours without any further prior notice.

The Code Enforcement Office inspects all rental properties annually. If there are any repairs needed, there is 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.** The final water bill will then be deducted from the security deposit. Repair of utilities is then the Landlord's responsibility. It is the tenant's responsibility to notify the Landlord of any utility problems *As Soon As Possible*. But if the Landlord is not notified in time, Tenants agree that any excess charges due to this delay will be prorated at the Landlord's discretion.

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.

Any excessive water bills due to running toilets are the tenant's responsibility. 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 ANY 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 & REPAIRS: 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 from hanging pictures, posters, etc.) will be deducted from the deposit. If tenants wish to have bedroom deadbolt locks, the landlord will install them for \$50 per lock. Tenants agree to not install any new **exterior** locks. Tenants agree to put no nails, screws, etc. in the walls and only use **COMMAND STRIPS to attach things**. The cost of any repairs caused by such attachments will be deducted from the deposit. **TENANTS ARE NEVER ALLOWED TO PAINT THE PREMISES, NOR TO REPAIR OR HAVE REPAIRS MADE FOR ANY DAMAGE WITHOUT THE LANDLORDS PRIOR CONSENT.**

FURNISHINGS:

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 LEASE BEGINS.**

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. A service pet is allowed if, and only if, all these conditions are completed.

1st. Coady Rentals must be notified about the pet before signing the lease.

2nd. The tenant must furnish a document from a qualified professional recommending the specific pet and describing the reason/diagnosis behind this recommendation.

3rd. All of the other tenants must agree to the pet in writing.

VACATING PREMISES:

Upon termination of the lease, tenants shall deliver all keys, properly labeled, 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.

- | | |
|---|--|
| Repainting a bedroom-- \$100 | Repainting kitchen/living room—\$150. |
| Painting/filling holes from posters/pictures/etc. -- \$50 per room. | |
| Cleaning the entire unit -- \$40 per hr. | Repairing all damages -- \$40 per hr. |
| Removing Trash (per bag) -- \$20 | Plus the cost of all materials needed!! |
| Changing Locks--\$50 | Couch/Furniture Removal -- \$75 per item |

HOLDING OVER:

Occupancy beyond the end of the lease period will result in **\$250** being deducted from the security deposits for each day or partial day. 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 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 loss in rent and expenses incidental to such re-letting, and for any damages. In case of renewal, tenants agree that they are now financially responsible for all charges for cleaning, repairs, etc. which now cover a period of two years or more.

TERMINATION OF LEASE: Landlord may initiate termination of this lease by written notice to tenants if any monthly rental payment is not paid within fifteen 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. Tenants are prohibited from leaving behind personal property when the lease expires and intended for future tenants. Landlord accepts no responsibility for any such abandoned items and the Landlord may dispose of them as he wishes.

PEST CONTROL: When tenants first occupy the premises they should notify the Landlord of any pest problems they find immediately. During the term of the lease, the Landlord agrees to provide adequate pest control to treat general pests, including, but not limited to ants, bees, spiders, and roaches. But if the infestation was clearly attributable to the tenants, they then agree to reimburse such costs. The Landlord guarantees the premises are free of bedbugs and other pests through a thorough inspection by an independent contractor before the tenants have begun their occupancy. Accordingly, it is agreed that any infestation of bedbugs is directly attributable to actions on the part of the tenants. As a consequence, the tenants agree to bear the full costs of treatment for all units so affected and will reimburse the Landlord for all such costs. Moreover, tenants agree that under no circumstances shall the Landlord be liable for damages to persons or property involved in the situation. Tenants agree to cooperate with the Landlord in all extermination procedures, preparation requirements, steps needed to sanitize the leased premises, or any other requests made by the pest control company.

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

LANDLORD: _____ DATE: _____

TENANT'S NAME (PRINTED) _____

TENANT'S SIGNATURE: _____ DATE: _____

TENANT'S Permanent HOME ADDRESS: _____

HOME PHONE: _____ CELL _____ E-MAIL _____ City State Zip

TENANT'S NAME (PRINTED) _____

TENANT'S SIGNATURE: _____ DATE: _____

TENANT'S Permanent HOME ADDRESS: _____

HOME PHONE: _____ CELL _____ E-MAIL _____ City State Zip

TENANT'S NAME (PRINTED) _____

TENANT'S SIGNATURE: _____ DATE: _____

TENANT'S Permanent HOME ADDRESS: _____

HOME PHONE: _____ CELL _____ E-MAIL _____ City State Zip

TENANT'S NAME (PRINTED) _____

TENANT'S SIGNATURE: _____ DATE: _____

TENANT'S Permanent HOME ADDRESS _____

HOME PHONE: _____ CELL _____ E-MAIL _____ City State Zip

Signature page