

Dudley Prime Properties
6744 Contreras Rd
Oxford, OH 45056

Office 513-523-1800
Cell:513-1900

LEASE AGREEMENT

This Lease Agreement, made and entered into this _____ day of _____, _____ by and between, Dudley Prime Properties LLC, hereinafter called lessor, landlord, or Owner, and

_____, _____, _____ hereinafter referred to as Lessee or tenants.

Landlord hereby leases to Lessee and Lessee hereby lets from the Landlord the premises commonly known and hereinafter referred to as the "Leased Premises" located at _____, Oxford, OH 45056.

For a term commencing on _____, 20____ and terminating on _____, 20____. Delay by landlord in delivering possession of the premises shall suspend rent due pro rata during such delay but shall not relieve Lessee of any other obligations nor render liable for such delay. In consideration of possession and/or risk of possession of said leased premises given to Lessee and Landlord's surrender of the same.

If the lease term is for the academic year, the lessee agrees to pay total rent of \$_____. Rent is payable in two installments of \$_____, or \$_____ each tenant. Rent is due on or before August 1, 20____ and December 1, 20____.

If the lease term is for 12 months, rent shall be \$_____ per month, payable on the 1st of the month.

1. JOINT AND SEVERAL LIABILITY - Each Lessee under this lease is jointly and severally (individually) liable to the Landlord for the total rent due for the premises, together with any and all damages and any other miscellaneous charges. If one of the Lessees fails to pay rent, damages, or other miscellaneous charges, then any number of other Lessees may be held liable by the Landlord for unpaid rent, damages, or other charges. However, Lessees making payments on behalf of a defaulting Lessee have the right to demand reimbursement from the defaulting Lessee. It is expressly understood that this lease is for the entire term regardless of whether a tenant transferred or is unable to occupy.

2. SECURITY DEPOSIT - A security deposit of \$_____ per tenant or one month's rent, if a 12 month lease is signed, is due and payable upon execution of this Lease. If failure of an individual Lessee to deliver said deposit at the aforesaid time, Landlord may cancel and otherwise render this lease

agreement null, void, and no effect with respect to such individual lessee and such lessee shall forfeit all deposits and rent paid prior to said cancellation.

The security deposit is forfeited if tenancy is terminated by eviction or if any terms of this lease are violated. The security deposit will be held by the landlord until the expiration of the tenancy, at which time, if the terms of the lease have been fulfilled and an inspection of the premises discloses that all other conditions of the lease have been compiled, the deposit, less carpet cleaning, will be refunded within 30 days if all keys are returned and a addressed forwarding envelope is in the landlord's possession.

3. UTILITIES - Lessee shall be responsible for all utilities with the exception of _____ . Lessee agrees to install the utilities in Lessee's name by contacting the appropriate utility offices, prior to occupying the premises, such as Duke Energy, Glenwood Gas, and City of Oxford. Lessee shall pay promptly all utility invoices. Lessee shall conserve all utilities furnished by the Lessor. Absolutely no satellite dishes or devices shall be mounted or placed on the structure.

4. ASSIGNMENT AND SUBLETTING - Lessee agrees not to assign nor sublease premises without written consent of the Landlord. Upon consent to sublease, Lessee agrees to pay Lessor a penalty of 5% of sublease agreement. Only tenants on lease agreement are to occupy the premises, Landlord shall have the right to declare the lease in default and pursue remedies allowed by law to terminate this lease. Lessee is still responsible for rent and care of the premises for the remainder of the original term of this lease.

5. RIGHT OF ENTRY - Landlord shall have the right to enter and have access to the leased premises at all reasonable and necessary times to inspect the premises or for any purpose connected with repair, improvement, care, and management or in case of fire or other causes for protection of the interests of the Lessee and/or Landlord. Landlord will give Twenty four hour notice for non-emergencies unless it is a requested repair and will respect their right to privacy after normal business hours.

6. LANDLORD'S LIABILITY - Landlord shall not be liable to tenants, nor their guest, family or occupants for any damages, injuries or loss of person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, sewer backup, theft, burglary, robbery, assault, vandalism, other person, condition of the property, environmental contaminants (e.g. carbon monoxide, asbestos, radon, lead-based paint, etc.) or other occurrences or casualty losses, or other acts of crime. Landlords shall not be liable to tenants, nor their guest, family, or occupants for personal injury or damage (furniture, jewelry, clothing, etc.). Landlord carries insurance on the premises only.

7. PETS - No animals shall be allowed on the Lease Premises at any time. Violation of this provision will be deemed an act of default which shall entitle the landlord to all remedies at law and eviction. Tenants shall pay the landlord \$400 due immediately for each animal violation, plus \$10 per day until the animal is

removed. The charges listed do not cover damages or destruction due to urine, carpet repair, flea extermination, etc., caused by violation of the policy.

8. RESPONSIBILITIES OF LANDLORD - Landlord shall comply with all applicable building, housing, and safety codes. The landlord will make all repairs and do whatever is necessary to put and maintain the premises in a fit and habitable condition. The landlord will keep all common areas in a safe and sanitary condition. The landlord will maintain all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances in a good and safe working order and condition.

9. RESPONSIBILITIES, RULES, AND REGULATIONS OF LESSEE - Lessee shall comply with all duties imposed upon Lessee by the applicable provisions of all state laws, municipal codes, regulations and ordinance and in particular:

- a. Lessee shall keep safe and sanitary that part of the Premises which Lessee occupies and uses.
- b. Lessee shall dispose of all rubbish, garbage and other waste in a clean, safe, and sanitary manner.
- c. Lessee shall keep in a clean condition all plumbing fixtures in the Premises.
- d. Lessee shall use and operate all electrical and plumbing fixtures properly.
- e. Lessee shall not place any foreign objects in toilets, disposals, or drains and will be charged for plumbing repairs resulting from placement the aforementioned. Absolutely no grease is to be poured in drains.
- f. Lessee shall refrain, and forbid any other person who is on the Premises with Lessee's permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the Premises. Lessee shall be liable for damages to the premises caused by intentional reckless or negligent act of Lessee's guest.
- g. Lessee shall use and operate properly any range, refrigerator, washer, dryer, dishwasher or other appliances supplied by Landlord.
- h. Lessee shall require other persons on the Premises with Lessee's permission to conduct themselves in a matter that will not disturb the neighbors peaceful enjoyment of the premises.
- i. Lessee shall inform the Landlord of any conditions, whether caused by Lessee or due to normal use of the Premises, which should be corrected in order to preserve the condition of the Premises.
- j. Lessee shall give consent for the Landlord to enter the Premises at reasonable times and upon reasonable notice in order to inspect, make ordinary, necessary repairs or improvements, or exhibit the Premises to prospective Lessees.
- k. Lessee shall maintain a thermostat temperature level above 60 degrees F within the Premises at all times even if departing for winter and spring break. If damage to water pipes occurs due to disregard of these policies, the cost of repair shall be the responsibility of Lessee. All outside water hoses need to be removed from spigots in freezing temperatures to avoid frozen pipes.
- l. Lessee shall not engage in any acts which would violate or increase the fire insurance premiums.
- m. Lessee shall not permit nor allow persons other than Lessee to occupy or cohabit the premises at any time during the term of this lease, Additional rent will be charged if additional occupants.

- n. Lessee shall pay for extermination of insects, rodents, or other pests on the premises if a problem should develop during their tenancy and Landlord reasonably concludes it the fault of Lessee's housekeeping.
- o. Lessee shall use the Premises in a lawful manner, thus, Lessee shall not permit violations of any law, including those pertaining to alcohol or drugs.
- p. Lessee shall not serve alcohol on the premises to anyone younger than 21 years of age.
- q. Lessee shall use the Premises as a residential dwelling not to disturb other nearby residents.
- r. Lessee shall not cause nor maintain any dangerous, noxious, or offensive activity that might constitute a nuisance to others.
- s. Lessee must abide by further reasonable rules and regulations the Landlord may see needed for the safety, care, and preservation of the Premises.
- t. Lessees are not permitted to go on Rooftops of the premises or permit anyone else to do so and will be held responsible for any damages caused by their default .
- u. Absolutely no parking or driving in the grass. Lessee will be held responsible for charges to repair. It is also a city violation.
- v. Lessee shall not change Entry door locks because the Landlord has to have a key to enter. If Lessee locks themselves out it is a \$25 charge for each occurrence, If after hours and Landlord isn't available, Locksmiths can be hired at Lessee's expense.
- w. Lessee shall immediately report to the Landlord and the local law enforcement authority any acts of vandalism to the Premises.

10. VIOLATION OF LEASE TERMS - Any failure of lessee to pay rent when due, shall at the option of the lessor, terminate all rights of lessee.

In the event that Landlord must pursue legal action related to eviction and/or collection of back rent and/or property damages the Lessee will be responsible for all attorney fees and court costs incurred by the Landlord, in pursuit of the action.

11. LATE FEES - Lessee will be charged fees of \$5.00 per day for every day the semester rent installment is in arrears subsequent to a 5-day grace period following the due date of a said semester installment and shall continue until the entire rent installment and all late fees are paid in full.

Lessee will be charged a fee of \$30 for any check presented to the Landlord which is dishonored and shall immediately pay, in U. S. currency or money order, such dishonored check fee along with the full amount of the dishonored check (no replacement check will be honored). In addition, the provisions of this paragraph concerning late payment will be applicable until such times as the returned check is paid in full as provided herein. These provisions are not in lieu of but in addition to any other legal remedies available to the Landlord for nonpayment or late payment of rent by Lessee.

12. ABANDONMENT - If Lessee shall at any time abandon or vacate said premises and leave any goods or chattels in, upon, or about the premises for a period of fifteen days after abandonment, or termination of Lessee's lease in any manner whatsoever, then the Landlord shall have the right to sell all or any part of said goods and chattels as a public or private sale without notice to the Lessee. The proceeds of such sale will be applied first to the payment of all costs and expenses of conducting the sale or caring for or storing chattels, and the balance to and indebtedness due Landlord from Lessee. The Landlord is hereby authorized but under no obligation to store such property of the Lessee in any warehouse or other place at the expense of and for the amount of said Lessee.

13. DAMAGE OR DESTRUCTION OF PREMISES - Should fire or any act of God damage said premises so as to make it uninhabitable, this lease shall become null and void and all rights and obligations of all parties thereunder shall be extinguished.

14. STANDARD DAMAGES AND REPAIRS - Lessee shall pay for all repairs to the Premises and appliances that are necessary because of Lessee negligence or unreasonable wear and tear damages. Damages are to be construed as any item that was not noted on the "Move in Sheet" returned to the Landlord upon commencement.

Listed are some of the most common damages in the past experience of Landlord and Lessee agrees to the following minimum charges for such Damages and responsible for the actual cost:

- Unclog disposal, drains, or toilet due to Lessee's misuse- \$45
- Keys not turned in upon termination of Lease- Security Deposits withheld
- Professionally Steam Carpet Cleaning- \$0.20 per sq ft
- Paint - \$40/gal
- Unauthorized locking devices on doors -remove- \$15
- Replace Fire Extinguisher- \$35
- Smoke detectors missing- \$30
- Smoke detector battery- \$10
- Window screens damaged or missing- \$45-\$65
- Replace Mini Blinds- \$35-\$55
- Extermination of Bugs or other infestation- Cost of exterminating
- Replace light bulbs- \$5
- Replace towel bar- \$50
- Replace interior door- \$200
- Remove trash- \$100/load
- Cleaning refrigerator or stove- \$45/ea
- General Cleaning- \$25/hr

The Covenants, Conditions, and Agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, and assigns. The undersigned have read this Lease Agreement in its entirety and its provisions are fully understood and agreed to and intent to become legally bound upon execution of this document and have received a copy of this document.

IN WITNESS WHEREOF, the parties here unto have set their hands this _____ day of

_____, 20 _____.

_____, Landlord

Lessee Name (signature)

Lessee Name (signature)

Home Address

Home Address

City, State, and Zip Code

City, State, and Zip Code

Email

Email

Cell #

Cell #

Lessee Name (signature)

Lessee Name (signature)

Home Address

Home Address

City, State, and Zip Code

City, State, and Zip Code

Email

Email

Cell #

Cell #