



1. **PARTIES.** This lease agreement is made for the premise located at \_\_\_\_\_ situated in the City of Oxford, County of Butler, State of Ohio, between Park Place Real Estate Management, Inc. (Park Place), 116 E High Street; Oxford, OH 45056, hereby known as landlord, lessor, us, or we, and the following \_\_\_\_\_ total occupant(s), hereby know as lessee(s), you or tenant(s):

- |          |           |           |
|----------|-----------|-----------|
| 1. _____ | 6. _____  | 11. _____ |
| 2. _____ | 7. _____  | 12. _____ |
| 3. _____ | 8. _____  | 13. _____ |
| 4. _____ | 9. _____  | 14. _____ |
| 5. _____ | 10. _____ | 15. _____ |

2. **TERM OF LEASE.** The term of this lease agreement shall commence at **9am on the Wednesday prior to the beginning of Miami's 2018 1st semester** and terminate at **9am on the immediate Monday after Miami's 2019 May commencement\***. We cannot accommodate early move-ins or extended stay, no matter what the circumstance. **You will not receive keys or access to the leased property until the first day of the lease term.** We also cannot allow you to store your belongings in the property prior to or after the lease term. Furthermore, due to safety and liability issues we cannot allow anyone to tour the property during any non-lease period, such as the summer. This lease does not renew. You must vacate at the end of the lease term and return all entry keys to our office and leave all bedroom keys in the appropriate bedroom door lock. A violation of this lease is to stay beyond the lease term. You will be charged \$100 per occupant on the lease agreement per day whether one or more tenants stay beyond the lease term (i.e. \$100 x 4 total occupants = \$400/day. \$400 x 2 days = \$800).

*\*As of today, these dates are Wednesday, August 22, 2018 and Monday, May 20, 2019. However, these dates are subject to change if Miami alters their 2018-2019 academic calendar.*

3. **RENT.** Tenant(s) shall pay the landlord the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_). Payment for said rent of the premises shall be made in two installment payments as follows:

**Rent due date, 1st installment** \$ \_\_\_\_\_ on or before **July 1, 2018.**

**Rent due date, 2nd installment** \$ \_\_\_\_\_ on or before **December 1, 2018.**

Payment may be made by check, cash, or money order (we do not accept credit cards) and is payable to: Park Place Real Estate; 116 E High Street; Oxford, OH 45056.

- Financial Aid.** If you will be using financial aid to pay your rent you must provide official written documentation from your financial institution **PRIOR to July 1, 2018.** If we do not receive written notice, late fees will be applied. For the 1st installment of rent, you must **pay at least 40% of your rent by July 1, 2018** and then the remaining 60% by September 5, 2018. For the 2nd installment of rent, you must pay at least 40% of your rent by the due date and then the remaining 60% by January 15, 2019.
- Parent/Guardian Guarantor.** We require that each tenant submit a parent/guardian guarantor to accompany this lease agreement. Forms are available in our office and on our website. Failure to obtain a parent guarantor form will in no way modify this lease agreement except at our discretion we may terminate this lease agreement for one or more tenants and the security deposit will be forfeited.
- Rent Invoice.** This lease is your invoice. We will mail a courtesy reminder to the permanent address you gave us on your lease application prior to each payment due date, but because circumstances out of our control may prevent you from receiving the reminder, this lease is your invoice and should be paid accordingly.
- Timely Payment.** Your failure to timely pay the rent is a default of this lease. We do allow a grace period of five calendar days. Any payment that is more than five days over due will be charged late fees of \$5.00 per day thereafter. No exceptions. **Tenants will not be permitted to move-in without paying rent. Late payments require additional administrative work, so late fees will be enforced.**
- Returned Checks.** There is a \$45.00 fee for any returned checks by the bank and you may be required to pay all future payments with a cashier's check. If your deposit return check is lost or not deposited within the time allotted, you will be assessed a \$45.00 fee to stop payment in order for us to reissue a new check.
- Eviction.** If you do not pay rent when due or you violate any term or condition under this agreement, we may evict you pursuant to Chapter 1923 of the Ohio Revised Code. Excessive damage or criminal activity to the property is also cause for eviction.
- Default.** If you fail to pay any rent by the due date, if you fail to comply with any term or condition of this lease, if you violate any provision of Ohio landlord-tenant law, you are in default. Upon your default, we may take one or more actions allowed by law or under this lease.
- Waiver or Default.** No waiver by you or us of any default or breach of any provision of this lease shall be deemed a waiver of any subsequent default or breach. For example, if we choose to accept the first installment of rent late or waive late charges, we do not waive enforcing the deadline for payment of the second installment of rent and payment of late charges.
- Breach of Agreement.** Any breach of this agreement will result in an eviction from the premises by a three-day notice with collection of all rent due under the terms of this agreement and a forfeiture of the deposit.

4. **DEPOSIT.** A security deposit of \$ \_\_\_\_\_ is to be paid when the lease agreement is signed. You agree to pay the security deposit to secure your obligations and compliance with the provisions of this lease and Ohio landlord-tenant law. **Deposit Paid** \_\_\_\_\_.

- You agree that we are accepting your deposit jointly as a whole and not individually. However upon the return of the deposit refund, we will take the refund and divide it equally among all **remaining\*** tenants on the lease. This means even if your individual share of the whole

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deposit was less or more than the amount submitted by other tenants, all **remaining** tenants on the lease will receive an equal portion of the refund. *\*remaining tenants – those tenants actively on the lease when the lease agreement ends (typically 2<sup>nd</sup> semester).*

- b. At the end of the lease term, you must vacate the leased property and leave it clean and undamaged. We may apply the deposit to cover any past due rent, late charges, outstanding utility bills, and damages to the leased property or other expenses resulting from your failure to comply with any of the provisions of this lease, consistent with Ohio landlord-tenant law.
  - c. We will return your deposit 30 (thirty) days after the lease ending date. **It is your responsibility to make sure we have your correct permanent address to mail your deposit.** We will provide you with an itemized statement explaining any deductions from the deposit. Any deposit refund discrepancies you have must be submitted within 60 (sixty) days of the lease expiration date. Discrepancies must be submitted in writing *and* from a tenant on the lease to allow for accurate review and response.
5. **JOINT LIABILITY.** You hereby agree that you are jointly and severally (individually) liable for the performance of all obligations created by this contract or imposed by law, including payment of rent. Each tenant who has signed this lease as the tenant is liable for the full amount of the rent and other obligations under this lease. Each tenant guarantees the faithful performance of this contract by all other tenants. If one of the tenants fails to pay rent, damages or other miscellaneous charges, then any one of the other tenants or any number of the other tenants may be held liable by the landlord for such unpaid rent, damages, or charges. Everyone who is currently signed on the lease is responsible for the rent. This means we may enforce the lease terms and pursue remedies for default under the lease terms against one or more of the named tenants together, at our option. Remember, while you may have an agreement among each other (your fellow housemate tenants) to pay equal shares of the rent that is an agreement between housemates and has no bearing on our rights. For example, if you have an agreement among your housemate tenants to pay equal shares of the rent and one roommate fails to pay their agreed share, each tenant is still fully responsible and liable for the rent. Everyone is also liable for late fees if the rent is not paid on time. By signing this lease agreement, tenant agrees to willfully enter into joint liability.
- a. **Sub-lease.** You agree not to sublet said premises, or any part thereof, without our written consent, which we will not unreasonably deny. *You*, not us, have the responsibility of finding a suitable replacement. You may not substitute someone for a named tenant in this lease without written consent. You must also receive our consent to sub-lease the entire lease to a brand new group, which we have the right to deny. **You are still bound to this lease agreement and its faithful performance even if a sub-lease tenant takes your place.**
    1. **Sub-leasing Fee.** There is a \$300 non-refundable processing fee per sub-lease tenant that takes or attempts to take the place of a signed tenant. This fee must be paid to our office **before** a sub-lease tenant can sign the lease agreement. This fee does not release the replaced tenant from this lease agreement. This fee will not be refunded even if the proposed sub-lease tenant does not sign the lease.
    2. **Sub-lease Addendum.** All tenants on the lease must consent in writing the approval of a sub-lease tenant by signing our sub-lease addendum. This addendum must be submitted to our office **before** the sub-lease tenant can sign the lease agreement.
    3. **Sub-lessee Requirements.** The new tenant must complete the lease application, provide us with a valid driver's license, and submit a parent guarantor in order to sign this lease agreement.
    4. **Sub-leasing Deposit.** The tenant being replaced and the sub-lease tenant must make an agreement among themselves in regards to the replaced tenant's deposit. **We will not return any of the deposit for this property to any tenants who have been replaced by a sub-lease or removed from this lease agreement.** Any payable deposit at the end of the lease term will only be returned to the remaining tenants on the lease agreement.
  - b. **Roommate Remediation.** An internal conflict between you and your roommate(s) is not grounds to terminate the lease or evict a tenant from the premises. The landlord is not responsible for resolving tenant conflicts. If the conflict involves the accusation of illegal activity, physical harm, or other misconduct that is said to of occurred in the property, then law enforcement personnel should be involved to the extent needed. The landlord is not a law enforcement officer and therefore does not have the authority to resolve such matters.
  - c. **Tenant's Successors.** This lease shall be binding upon tenant's heirs, legal representatives, successors, and assigns.
6. **UTILITIES.** You agree to pay all charges for gas, electric, water, sewer, and trash pertaining to the leased property during the lease term. You agree to timely pay us or reimburse us for any utility bills in our name for the leased property used during the lease term. You must arrange for all utilities to be put in your name during the lease term **PRIOR TO** the lease start date. You must pay any required deposits except for the specified properties listed in Section 6. e and h (2) in which the utilities will remain in our name and you will be billed back accordingly.
- a. **You must sign up for your utilities, (electric, gas and water), prior to your lease start date. If you fail to do this, you will be charged a \$45 processing fee per utility and you will not have electric, gas or water when you move in.**
  - b. **All Electric and gas utilities must** remain in the tenants name without interruption for the duration of the lease (including all renewal leases). Under no circumstances, should either electric or gas services be discontinued. If it's turned off you will be charged all re-connection fees and a minimum service charge of \$50 per utility.
  - c. The utility companies will only turn on utilities during the week, **never** on weekends
  - d. Some properties have multiple meters. Adjoining properties may have shared utilities. Ask the utility companies to turn on ***all meters*** for the property.
  - e. **Electric.** Duke Energy 1-800-544-6900.
    1. One tenant must be designated to put electric in their name.
  - f. **Gas.** Glenwood Energy; 5181 College Corner Pike; Oxford, Ohio 45056; (513) 523-2555
    1. You must go in person to sign up for gas because a deposit is required.
    2. You must schedule with the gas company and pay a service fee for them to light the pilot lights on your furnace and water heater.
    3. If we light your water heater or furnace pilot light, you will be charged \$45. We will not light pilot lights during move-in.
  - g. **Water, Sewer, Trash.** City of Oxford; 101 E. High Street, Oxford, OH 45056
    1. You must sign up in person prior to move-in.
    2. Water, sewer, and trash will remain in our name for **10 ½ W Park Place, 20 E Park Place, 32 ½ W High, 33 E Church, 45 E Church, 113-131 Plum, 201 S Elm, 215 N Main, 218 N Poplar, 231 W Collins, 311-322 S Poplar, 313 S Main & 315 S Main.** You will be billed monthly for these services. The water usage shall be divided up per building, then per person living in that building.

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3. Trash will remain in our name for **324 & 326 S Poplar**. You will be billed monthly from our office for trash service.
7. **COVENANTS of the TENANTS.** You agree to observe and abide by all rules and regulations, which are hereinafter made a part of this lease, and to observe all reasonable rules and regulations, which may be promulgated in the future, in writing, by the landlord. Tenant(s) shall assume complete and total liability for any damage to the leased premises or fixtures thereof caused by anyone, including non-tenants, other than the landlord or their agent.
- You agree to use and occupy the premises in a safe and proper manner.
  - You agree to lock your exterior doors for your own safety.
  - You agree to comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes.
  - You agree to keep the premise in a safe, healthy, slightly, and sanitary condition at your own expense.
  - You agree to keep the premise, including common areas, well-preserved and free from any damages during your tenancy.
    - Your tenancy includes those occasions during the lease term in which you may be away from the property for an extended period of time such as school breaks, holidays, J-term, summer months, etc.
  - You agree that you will be responsible for any restoration costs due to damages that occur during your tenancy.
    - Damages to the interior and/or exterior of the property as well as common areas include, but are not limited to physical destruction; water supply or plumbing damages such as flooding, leaks, or freezing pipes due to turning off heat; fire, smoke, or cigarette related damages; pest or animal induced damages; excessive garbage; vandalism by a known or unknown persons; damages caused by leaving windows open allowing rain or pests into the property, etc.
    - You will be responsible for any damages caused by vandalism to the property; regardless if you have a police report.
    - You may be billed for additional deposit money or invoiced if damages are evident during your tenancy.
  - You agree to deliver the property back to landlord, upon vacating the premises, whether such vacating shall occur by expiration of the lease, or in any other manner whatsoever, in the same condition of cleanliness, repair, well-maintained, and sightliness as the lease start date. Hereof, reasonable usage excepted or loss by fire excepted where caused without fault on the part of the resident.
8. **LAWFUL USE.** Said premise shall not be used for any illegal purpose. Tenant(s) shall use and occupy the premises as a private dwelling and for no other purposes. Tenant(s) agree to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct. If tenant(s) is arrested and charged with a crime, the landlord may, at its sole discretion declare the tenant(s) in breach of this lease and may bar tenant(s) from the premises with the immediate collection of the total rent due for this lease agreement.
9. **ACKNOWLEDGEMENT & ACCEPTANCE OF CONDITION OF PROPERTY.** You acknowledge that you have inspected the interior and exterior of the premise and you are SATISFIED and ACCEPT its age, size, condition, structure, amenities, and its suitability for your intended residential use. Upon signing this lease, you agree that you have personally toured the property and accept the premise in its "AS IS" condition. Therefore, except for routine maintenance and/or as agreed herein, we are not expected to make physical improvements, alterations, or changes to the premises prior to or during your occupancy. However, we have the right to make improvements, alterations, or changes to the property in order to enhance its value after the execution of this lease without notice to you.
10. **Lead-Based Paint Disclosure.** Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive an approved pamphlet on lead poisoning prevention. Intact lead-based paint that is in good condition is not necessarily a hazard. Please read through "EPA Pamphlet" that the lessor has provided. Lessor has no knowledge of lead-based paint. Lessee has received "Protect your family from lead in your home" pamphlet. Lessee acknowledges that the lessor has fully informed you of your rights regarding lead-based paint in accordance with 42 U.S.C. 4582(d).
11. **MAINTENANCE SERVICE.** A current tenant is the only person authorized to make a repair request for your residence. We cannot and will not execute any repair requests made by anyone who is not living in the premises (i.e. your parents). A request for repairs by any tenant named in this lease shall be deemed a waiver to enter the premise upon the signing of this lease agreement. You do not need to be present for repair work.
- Non-Emergency Repair Calls (513) 523-2015.** Please submit any maintenance requests to our office Monday through Friday 9am-5pm, closed daily from 12-1pm. All maintenance requests must go through our office (not a maintenance technician). You can call, visit, or email us to submit your requests. For minor water leaks and minor repairs, please call our office during business hours, but without delay so that the problems can be promptly repaired by us.
  - After Hours Emergency Repair Call or Text (513) 839-0354.** We provide around the clock "emergency" maintenance service. "An after hours emergency is a situation in which either the property or the tenant will suffer loss if the situation goes uncorrected until the next business day." (i.e. the heat goes out or water pouring through the ceiling).
  - Lock-Outs.** During business hours, please bring an ID to the office in exchange for a temporary key. After business hours, you may call the emergency hotline. You will be charged if we have to let you into your residence after business hours.
  - Replacement Keys.** There will be a \$10 charge for any replacement key requested.
  - Additional Locks Request.** Due to fire and safety codes, no additional locks or change in locks shall be installed by tenants. If we have to remove or re-key a lock, you will be billed \$45 per lock.
  - Window Treatments.** We do not furnish, fix, or clean any pre-existing window treatments\*. Any pre-existing window treatments in the property have been left as a courtesy to you to use or remove at your discretion. *\*We only provide and maintain blinds for Bella Place, Calista Tower, and Walnut Street Suites.*
  - Exterior Maintenance.** During the course of your tenancy, it may be necessary for us to perform exterior maintenance work. We do not need your permission to do this. If you prevent or prohibit contractors from completing their job, you will be charged accordingly (i.e. not moving your cars so work can be completed).

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12. **ENTRY & WAIVER.** After we provide 24 hours notice, you grant us, police, and fire authorities the right to enter said property to inspect, show or make repairs, additions, or alterations as may be necessary for the safety, comfort, and preservation of the building. We may enter the leased property without notice to you in the event of an emergency, maintenance related or not.
- A request for repairs by any tenant named in this lease, who is currently living in the property, shall be deemed a waiver to enter the premise upon the signing of this lease agreement.
  - You agree to assume financial responsibility if by any action, actions of tenant(s), or any guests of tenant(s), or conditions caused by tenant(s), prevent a maintenance technician and/or subcontractor from completing their work at the premise.
  - This lease agreement provides advance written notice to you that during Miami's Fall Break, Thanksgiving Break, Winter Break, J-term, and Spring Break a representative from our office may conduct a safety inspection of your residence.
13. **GENERAL UPKEEP.** You are responsible for the implementation of the following items at your expense:
- Replacement of smoke alarm batteries** that expire during your tenancy.
  - Replacement costs of any fire extinguisher** which is discharged or loses its pressure during your tenancy.
  - Replacement of any burned out light bulbs** including specialty and/or unconventional bulbs.
  - Keeping the premise in a safe and sanitary condition.** You shall be responsible for general housekeeping of the property which includes, but is not limited to cleaning and sanitizing of the floors, sinks, toilets, appliances, bathrooms, kitchens and the removal of mildew, dust, debris, and litter throughout the property.
  - Hanging shower curtains and liners** and using them properly and removing them when you vacate.
  - Resolving pest problems** with bug spray and/or setting mouse traps, etc. If we must intervene for pest control, you will be charged \$45 per trip if the pest problem was caused by you (i.e. leaving out food, garbage, etc. that attracts pests).
  - Snow and ice removal** from the sidewalks adjacent to your residence.
  - Keeping the exterior part of the property clean and litter free.** You will keep all yards, porches, decks, common hallways free from trash, litter, dust, dirt, grime, bottle caps, cigarette butts, unappealing clutter, broken or overturned furniture, etc.
  - Taking special care in maintaining the quality of all flooring** in the property. Use furniture pads on hardwood flooring. Do not walk on hardwood floors with high heel shoes. Do not drag furniture across any flooring.
  - Maintaining the quality of the walls, doors, windows, and woodwork** throughout the property. If you damage any of these areas, you will be responsible for the costs to restore them. These costs include repair, replacement, painting, and labor.
14. **PLUMBING.** You agree to keep all plumbing fixtures clean, and use and operate all plumbing devices properly.
- Toilet.** Do not flush paper towels, flushable wipes, facial tissues, cotton swabs, condoms, or feminine hygiene products down the toilet. You must keep a **toilet plunger** (not a sink plunger) on hand in order to avoid being billed for service calls.
  - Drains.** Do not pour drain cleaning chemicals into the plumbing fixtures. If your drain is clogged, please call the office for assistance.
  - Garbage Disposal.** To function properly, you must only put tiny food particles, essentially crumbs, down the drain. If we find large pieces of food or other objects in the garbage disposal (such as metal bottle caps, potato peels, pasta, etc.), you will be billed accordingly.
  - Shower.** You must hang a water repellent shower liner (goes behind the curtain) in your shower and keep it inside the shower/tub base when showering in order to prevent water from splashing onto the bathroom floor and walls.
  - Preventive Leaks.** Please notify the office if your residence is going to be unoccupied for an extended period of time so we can turn off your water as a preventive measure for unforeseen plumbing issues or leaks that may occur during your absence.
15. **FIRE PREVENTION.** You shall not engage in any acts which would violate or increase the fire insurance policy on said premises. You will report to us any unsafe conditions or fire hazards.
- Electrical and Gas Systems.** You agree to properly operate all electrical and gas fixtures and appliances properly. You agree that the **electrical systems** are operable, however their capabilities are limited and they **should not be overloaded** (i.e. using multiple hairdryers at one time). You agree to use **surge protectors** for all **computer systems**. Extension chords are prohibited.
  - Smoke Alarms and Carbon Monoxide Detectors.** You will regularly test smoke alarms and CO<sub>2</sub> detectors and replace batteries as needed during your lease term. You will not remove smoke alarms, CO<sub>2</sub> detectors, or the batteries from these devices. This is a violation of this agreement and you are subject to a \$75.00 fine for each violation. You will notify us immediately if these devices do not work.
  - Fire Extinguishers.** You will notify us if you or anyone discharges a fire extinguisher on the leased property or any extinguisher is missing or not fully charged.
  - Designated Sleeping Areas.** You are only allowed to sleep in designated sleeping areas of the premises. If you sleep in a non-designated sleeping area, you may be evicted for non-compliance and breach of this agreement.
  - No Smoking.** Smoking is not permitted in any of our properties. You will be charged for painting of the walls due to smoke damage.
  - No Candles.** You will refrain from burning candles.
  - Ingress/Egress.** All windows must be free and clear of all objects and furniture for means of egress (exit). The stairways, entry passage halls, and public corridors shall not be obstructed by you or your belongings (i.e. bicycles, furniture, etc.) or used for any purpose other than ingress (enter) or egress (exit). You will keep the leased property clear of excess debris and other fire hazards. You will keep the access to all doors and fire exits clear.
  - Fireplaces.** You agree that all fireplaces are inoperable and will not be operated.
  - Mechanical Systems Storage Rooms.** (i.e. closets/basements with water heaters, furnaces, etc.). You agree to not store any personal items in these rooms or use them for any reason whatsoever. We have the right to lock off these areas from your access.
  - Outdoor Open-Flames.** No tiki torches, fire pits, or open outdoor flames anywhere in, on, or near the property. Outdoor grills must be at least 20 feet away from the property and supervised when in use.
  - Outdoor Furniture.** You can only place outdoor furniture that was specifically constructed for the purpose of outdoor use on your

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porch(es) and yard. You **cannot have upholstered furniture** on any porches or yard because it is a violation of Oxford's Housing Code 521.12 *Outdoor Furniture Restriction*. It will be removed at your expense and may result in you receiving a citation from the City in which you are fully liable.

1. **Space Heaters.** If you use a space heater they must be placed on a solid surface with at least a 24" clearance on all sides from the walls, furniture, or other objects. Space heaters should be used according to the manufacturer's operating instructions and guidelines and should never be left unattended.
16. **HEAT CONTROL.** From November thru April, **YOU MUST HAVE THE HEAT ON.** When departing for break, vacation, J-term, etc. **the thermostats must be set at 65 DEGREES or higher.** If the heat is turned off then the water pipes will freeze and cause serious damage to the property and your belongings. You are responsible for all damages related to the violation of this provision, including replacement or repair of the building pipes or structure. The repair costs for damages due to frozen pipes can be extremely costly; a minimum of \$5,000. We have the right to raise the thermostat to 65 degrees during cold weather and you will be responsible for the utility bill.
17. **TRASH. You will dispose of rubbish, garbage and other waste in a clean, safe, and sanitary manner.**
  - a. You are responsible for the removal of any litter or trash on the premises, this includes inside and outside; including trash surrounding trash cans or dumpsters. The city will pick up refuse on a designated day during the week.
  - b. If you are in violation of City of Oxford Housing Codes regarding trash, you may receive a warning to remove it and/or be fined by the City of Oxford or us.
  - c. If we must remove excessive trash inside, outside, or trash that is not placed in the designated trash receptacles for this property or any of the common areas (stairwells, etc.) affiliated with this property, labor for removal of the trash will be charged back to all residents residing at the property.
18. **ROOFS.** For safety and maintenance reasons, you, furniture, or any items are **not allowed on the roof** of the property. If you or your guests are observed on the roof or we find evidence (furniture, cigarette butts, beer cans, etc.) that you have been on the roof in a non-emergency situation you shall pay an immediate **\$400 violation fee.** Your security deposit will also be forfeited and you will be charged to repair any damages. **It is extremely dangerous for you to be on the roof because it could collapse or you could fall off causing injury or death.**
19. **BASEMENTS.** Unless otherwise noted, basements are not living space and should not be used as such. You should **not store items in the basement.** There is *never* a guarantee that the basement will be dry. Wet items lead to mildew and clutter invites pests. Most basements are used for utility purposes only and will not be accessible.
20. **GARAGES, SHEDS, OUTBUILDINGS, YARDS.** Garages, sheds, and outbuildings attached or not attached to the property cannot be used by the tenants unless otherwise agreed upon in writing. You may not drive through or park in the yard, not even for temporary purposes. You will be charged for any damages to the yard caused by you or your guests during your tenancy. You may only park in designated parking areas.
21. **DESIGNATED PARKING (PERMITS for NEW ENGLAND SQUARE RESIDENTS ONLY)**
  - a. New England Square apartments will receive two parking passes per apartment for the parking spots surrounding the apartment buildings.
  - b. New England Square townhouses, 324 & 326 S Poplar, will receive five parking passes per townhouse.
  - c. It is the tenant's responsibility to register their vehicle in person with our office to receive a parking pass. Only one pass may be issued to an individual tenant.
  - d. You must register your vehicle and **visibly display your parking pass** by the first day of school of Miami's academic year. If you fail to do so, you risk being ticketed or towed.
  - e. If unauthorized vehicles are parked in your permitted parking lot or spot, please call our office during our business hours. We are not responsible for unauthorized vehicles parked in the lot nor will we reimburse you for any lost parking time and/or towing fees.
  - f. We are not responsible for parking lot snow removal/ice melting.
22. **HOUSE SIGNS/BANNERS.** All signs attached to the exterior of the property, prior to, during, or after your tenancy are considered permanent fixtures and therefore property of Park Place. If you would like to remove or attach a sign, you must receive written permission from our office. If your request is approved, Park Place will remove or attach your house sign. There is a minimal \$45 charge for this service. At any time, we have the right to remove or attach a sign to the exterior of the house at our discretion. According to the City of Oxford sign ordinance, new house signs cannot be any larger than 6 square feet. National fraternity or sorority letters are prohibited. Park Place has the right to place yard signs on the premises for purposes of, but not limited to, renting the property.
23. **PROHIBITED ITEMS.**
  - a. **NO PETS.** You are not permitted to have any pets or animals of any kind in the leased property during the lease term, for any time period no matter how brief (such as a visiting pet), and regardless of who owns the pet or animal. Your violation of this provision is an immediate **violation fee of \$400 plus \$10 per day** the pet remains on the premises; this fee doesn't include charges you may incur to cover damages or destruction due to pet urine, feces, floor repair, flea extermination, etc. Any pet on the premises is also a default of this lease and a forfeit of your deposit. We may also choose to evict you or pursue any other remedies permitted under the lease or by law with the immediate collection of the total rent due for this lease agreement.
  - b. **No Alterations to Premises (i.e. no painting or installing locks/keypads).** You shall not make any changes to the property, such as redecorating or remodeling. This means, but is not limited to the hanging of wallpaper, painting, stenciling, changing light fixtures, or installing locks or keypads.
  - c. **No Attachment Damage to the Walls.** To hang items, you may **only** use small finishing nails, tacks, or picture hangers to hang items on

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PLEASE INITIAL BELOW THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED ON THIS PAGE.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_ 7. \_\_\_\_\_ 8. \_\_\_\_\_ 9. \_\_\_\_\_ 10. \_\_\_\_\_ 11. \_\_\_\_\_ 12. \_\_\_\_\_

the walls. Do not use large nails or screws in the walls. Do not bore holes for anchors in the walls. Do not apply plasti-tac, command tape, duct tape, or sticky tape to the walls. **You will be charged for all wall repair and painting caused by damages to the walls.**

- d. **No Loud Noise.** You or your guests shall not cause excessive noise or disturbances at any time. You and your guests shall refrain from loud noise such as television, music, or loud voices before 8:00 a.m. or after 10:00 p.m. that can clearly be heard from the sidewalks or neighboring properties. Please be courteous of your neighbors and respect their peace and privacy.
- e. **No Water Devices.** You are not permitted to have water beds, pools, water slides, or hot tubs inside or outside the premises.

24. **COMPLIANCE WITH CITY OF OXFORD HOUSING INSPECTIONS.** The City of Oxford inspects every rental property every other year. These inspections are focused on the safety of the premises; including the safe use of the premises by tenants as outlined in this lease. You will be notified of this inspection. If the inspection fails due to tenant negligence, you will be charged a violation fee set forth by the City of Oxford. If the violation is not corrected immediately, you may be evicted for non-compliance and breach of this agreement.

25. **RENTER'S INSURANCE.** You are required to have renter's insurance for your personal property and for your personal liability. All personal property belonging to you or any other person located in the leased property is there at your sole risk. We are not liable for theft, damage, vandalism, or injury to your property, except as otherwise required by law. By failing to carry the required insurance, you assume all risk of loss to your property and you agree to replace or repair your property that would have been covered by the required insurance. We agree to maintain fire and extended coverage insurance on the leased property's structure or building. Our insurance covers the building, not your belongings in it or vandalism.

26. **PERSONAL PROPERTY LEFT ON PREMISES.** If you leave personal property or furniture on the leased property before or after the lease term, we may choose to remove or discard it with no responsibility or liability to you or its return or value. We may, only as a courtesy with no obligation, temporarily store the items and try to notify you. We may also charge you for removal and/or storage expenses. We are not responsible for personal property left on the leased property, including leased items such as cable or satellite equipment. Please coordinate with the cable or satellite company for the return of their equipment.

27. **CONDITION OF THE LEASED PROPERTY AT START OF LEASE TERM.** Within **seven days of the start of the lease term**, you are responsible for inspecting the leased property and giving us a written statement of any conditions that are not to your satisfaction. You may use the inspection form available at our office which will be given to the first person issued keys for the property. This inspection form is **not your request for repairs**, but a statement as to the condition of the leased property and its permanent imperfections. You need to submit a separate list for repairs

- a. You agree that the condition of the leased property in its entirety is in very good condition, undamaged, and in complete working order, except for the conditions described in your inspection form that we do not subsequently correct or repair (i.e. permanent flaw – scratch in hardwood).
- b. You also agree that all exterior locks have been inspected and are in working order upon your tenancy unless otherwise noted on your inspection sheet.
- c. You also must determine by your own inspection that the leased property is safe, secure, and satisfactory for your residential living needs.
- d. You agree to return the leased property to us at the end of the lease term or upon termination of this lease in as good as condition as you found the leased property at the beginning of the lease term, less normal wear and tear permitted by law under the circumstances.

28. **COMMON DAMAGE DEDUCTIONS.** Generally, common deductions from your deposit are based on our past experience and the estimate of repair expenses to pay our maintenance staff or outside contractors may include:

- \$20-\$40 per hour for general cleaning.
- \$35 to clean each large appliance (minimum).
- \$1.50 per sq. ft. for painting beyond normal wear and tear.
- \$45 to remove unauthorized locks (minimum).
- \$45-\$60 to re-key locks for lost keys.
- \$30 per bag of trash removal (interior and/or exterior).
- \$45 per clogged drain.
- \$5-\$10 to replace burnt out light bulbs.
- The retail replacement cost for damaged or missing appliance parts or the appliance itself if necessary.
- \$20 to replace or recharge fire extinguishers.
- \$5 to replace expired batteries.
- \$45 for pest removal per trip.
- The cost of labor and material to repair any damages found in the interior and/or exterior walls, doors, windows, etc.
- The replacement cost for any damaged flooring.

- a. **We will have the carpet professionally cleaned at your expense after this lease term ends.** At our discretion, we may have the tile or vinyl flooring professionally cleaned at your expense after the lease term ends.
- b. Actual damages and claims may exceed these stated estimates and you will be billed accordingly.

29. **COMMON UTILITY DEDUCTIONS.** During the lease term, the City of Oxford may transfer the water into our name. If that occurs, then the final water bill we receive for your residence while you were still living in the property will be deducted from your deposit. The City of Oxford charges a \$50 transfer fee per water meter of the property and this fee will be deducted from your deposit. Any utility charges that are outstanding or in arrears, along with a final bill, will be deducted from your deposit at the end of the lease term.

30. **LEASE RENEWAL.** Your lease term cannot be extended. To rent the leased property for the following school year or other times, you must sign a new lease agreement. We have the right to lease the property to another party for the next lease term without any notice to you.

31. **EFFECT.** Your commencement of this lease term supersedes any pre-existing leases for this premise or any past leases for any other premise we manage. The parties acknowledge that tenancy under this lease is not a holdover tenancy. This means this lease ends on its lease ending

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date and cannot continue on a month-to-month basis.

- 32. **LIABILITY.** You hereby release Park Place and the property owner from any and all damages to both person and property during the term of the lease unless it's due to our negligence. Should fire or an act of God destroy or damage said premises so as to make it untenable, this lease shall cease from date of fire and rent will be refunded, prorated to date of incident.
- 33. **NO VERBAL AGREEMENT.** While we may explain the terms of this lease to you, nothing we say changes or modifies the terms of this written lease. No verbal statements made by us, our agents or staff are part of this lease. This written lease sets forth our entire agreement. Tenant(s) acknowledges that no representations, written or verbal promises have been made by the landlord, their agent, or staff that any improvements or repairs will be made to the property prior to or during the tenant's occupancy unless written into this lease agreement and signed by all parties.
- 34. **NO ADVERTISING ENFORCEMENT.** Any repairs or improvements promised to be made to the property prior to or during the tenant's occupancy stated in any of Park Place's advertising or website must be written into this lease agreement and signed by all parties. Furthermore, it is the tenant's responsibility to inspect the property themselves to verify all of the information they believe about a property to be true such as the number of bedrooms, bathrooms, type of amenities, parking availability, floorplan, window and door dimensions, etc. Park Place cannot be held responsible for any information in their advertising or on their website that proves to be incorrect.
- 35. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of an irreconcilable dispute among the parties to this agreement or if litigation is brought in any state or federal court, relating to, arising out of or concerning the lease, addendum or landlord-tenant relationship, the parties hereby agree and covenant with each other to waive and give up the right to a jury trial and to submit all manner of causes of action, controversies, differences, claims or demands whatsoever, whether of fact or of law or both, to be resolved at the request of any party through a two-step dispute resolution process administered by Judicial Alternatives of Ohio, Inc. (J.A.O.) or its successor, or comparable service as followed: 1) mediation before a retired judge or justice from the J.A.O. panel followed, if necessary, and 2) by a trial on order of reference conducted by a retired judge or justice from the panel of Judicial Alternatives of Ohio, Inc. or its successor, or comparable service appointed pursuant to the provisions of Ohio Revised Code Section 2701.10 or any amendment, addition or successor section thereto to try, determine and adjudicate the case in its entirety. The parties intend this reference agreement to be specifically enforceable in accordance with said section.  
In the event either party should petition J.A.O. for temporary or preliminary injunctive relief pursuant to Rule 65 of the Ohio Rules of Civil Procedure, a retired judge shall be selected from the J.A.O. panel, by the J.A.O. without agreement of the parties as to the selection of the judge and the parties specifically waive their right to mediation prior to adjudication of such request for relief under Rule 65 of the Ohio Rules of Civil Procedure.  
Should the provision be ruled invalid then the parties agree to be bound by the Federal Arbitration Act and proceed with arbitration in accordance with the rules of Judicial Alternatives of Ohio, Inc. and its successor, or comparable service. If the parties are unable to agree upon a member of the panel to act as a judge then one shall be appointed by the Presiding Judge of the Common Pleas Court of the county wherein the hearing is to be held. The parties further agree to assume full responsibility for providing facilities, equipment, and personnel reasonably needed by the retired judge during his/her consideration of the action or proceeding and to pay in advance, to the retired judge, the estimated reasonable fees and costs of the trial or proceeding, as may be specified in advance by the retired judge in accordance with his/her customary fee schedule. The parties shall initially share equally, by paying their proportionate amount of the estimated fees and costs of the retired judge. Failure of any party to make such a fee deposit shall result in a forfeiture by the non-depositing party of the right to prosecute or defend the cause(s) of action with is (are) the subject of the reference, but shall not otherwise serve to abate, stay or suspend the reference proceeding.
- 36. **INDUCEMENT.** The parties acknowledge that the Alternative Dispute Resolution clauses are a material inducement to enter into this agreement.
- 37. **LEGAL FEES.** In the event the landlord incurs legal fees pursuant to enforcement of this lease, tenants(s) shall pay those legal fees. This includes, but is not limited to attorney fees, collection agency fees, court costs, etc.
- 38. **SPECIFIC ENFORCEMENT.** The rights, duties, and covenants set forth herein are intended by the parties to be specifically enforceable.
- 39. **SEVERABILITY OF PROVISIONS.** If any part of this lease for any reason is declared invalid or unenforceable, this decision shall not affect the validity of the remaining portion. The remaining portion shall remain in force and effect as if this lease had been executed without the invalid portion. Ohio law shall govern this lease.

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**LEASE SIGNATURE PAGE**

We, the undersigned, jointly and severally guarantee that we are eighteen (18) years of age and have read and understand the terms of this lease and intend to become legally bound upon execution of this lease. We agree by signing this lease that we have read the lease thoroughly and completely, and if we did not understand any of the terms or conditions of this lease we consulted or had the right to consult an attorney, our parents or guardian or someone who could explain what we were signing. We also agree that we have personally inspected the premises and are leasing the property "as is" and with no required undertakings by the landlord unless otherwise agreed upon in writing with the landlord prior to the signing of this lease. Intending to be legally bound, the parties have hereunto set their hands.

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Landlord/Agent of Park Place Real Estate Management, Inc.

Date

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Tenant #1 Print Name

Signature

Date

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Tenant #2 Print Name

Signature

Date

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Tenant #3 Print Name

Signature

Date

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Tenant #4 Print Name

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Tenant #5 Print Name

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Tenant #6 Print Name

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Tenant #7 Print Name

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Tenant #10 Print Name

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Tenant #11 Print Name

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Tenant #12 Print Name

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Tenant #13 Print Name

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Tenant #14 Print Name

Signature

Date

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Tenant #15 Print Name

Signature

Date