



116 E High Street Oxford, OH 45056 (513) 523-2015 (513) 524-9935 fax
ParkPlaceRealEstate.net Info@ParkPlaceRealEstate.net

1. **PARTIES.** This lease agreement is made for the premises 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. _____
 2. _____
 3. _____
 4. _____

2. **TERM OF LEASE.** The term of this lease agreement shall commence at **9am on the Wednesday prior to the beginning of Miami's 2020 1st semester** and terminate at **9am on the immediate Monday after Miami's 2021 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. **As of today, these dates are Wednesday, August 19, 2020 and Monday, May 17, 2021. However, these dates are subject to change if Miami alters their 2020-2021 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, 2020.

Rent due date, 2nd installment \$_____ on or before December 1, 2020.

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.

 - a. **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, 2020**. 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, 2020** and then the remaining 60% by September 5, 2020. For the 2nd installment of rent, you must **pay at least 40% of your rent by December 1, 2020** and then the remaining 60% by January 15, 2021.
 - b. **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. However, the absence of a Parent/Guardian Guarantor form will require that the entire amount of rent for this lease is due prior to July 1, 2020.
 - c. **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.**
 - d. **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.
 - e. **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.
 - f. **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.
 - g. **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.
 - h. **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 _____.**
 - a. 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 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 2nd semester).*

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1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

- b. At the end 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 provide us with 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.
- 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 \$50 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. **Water, Sewer, Trash.**
 1. Water, sewer, and trash will remain in our name for **University Housing, New England Square Apartments, and Plum Street Apartments.** You will be billed monthly for these services. The water usage shall be divided up per building, then per person living in that building.
 2. Trash will remain in our name for **324 & 326 S Poplar.** You will be billed monthly from our office for trash service.
 - d. 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.
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.
- a. You agree to use and occupy the premises in a safe and proper manner.
 - b. You agree to lock your exterior doors for your own safety.
 - c. You agree to comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes.
 - d. You agree to keep the interior and exterior of the premises in a safe, healthy, sightly, and sanitary condition at your own expense.
 - e. You agree to keep the premises, including common areas, well-preserved and free from any damages during your tenancy.
 1. Your tenancy includes those occasions during the lease term in which you may be away from the property for an extended period of

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- time such as school breaks, holidays, J-term, summer months, etc.
- f. You agree that you will be responsible for any restoration costs due to damages that occur during your tenancy.
 1. 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.
 2. You will be responsible for any damages caused by vandalism to the property; regardless if you have a police report.
 3. You may be billed for additional deposit money or invoiced if damages are evident during your tenancy.
 - g. You agree to deliver the property back to us, upon your vacating or the termination of this lease, in the same good condition of cleanliness, preservation, and sightliness that you received the property upon your lease start date; less normal wear and tear as permitted by law under the circumstances. Hereof, loss by fire excepted where caused without fault on the part of the resident.
8. **ACKNOWLEDGEMENT & ACCEPTANCE OF CONDITION OF PROPERTY.** **You acknowledge that you have inspected the interior and exterior of the premises 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 premises 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.
9. **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).
10. **MAINTENANCE SERVICE.** Per Ohio law a current tenant is the only person authorized to make a repair request for your residence. **We cannot execute any repair requests made by someone 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 premises upon the signing of this lease agreement. You do not need to be present for repair work.
 - a. **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.
 - b. **After Hours Emergency Repair Call or Text (513) 839-0354.** 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).
 - c. **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 must pay the technician \$45 upfront if they have to let you into your residence after business hours.
12. **ENTRY & WAIVER.** After we provide 24 hours notice, you grant us 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.
 - a. 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:
 - a. **Keeping the interior and exterior of the premises in a safe, sanitary, and in clean condition.**
 - b. **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.
14. **PLUMBING.** You agree to keep all plumbing fixtures clean, and use and operate all plumbing devices properly.
 - a. **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.
 - b. **Drains.** Do not pour drain cleaning chemicals into the plumbing fixtures. If your drain is clogged, please call the office for assistance.
 - c. **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.
 - d. **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.
 - e. **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.

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- a. **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.
 - b. **Smoke Alarms and Carbon Monoxide Detectors.** You will regularly test smoke alarms and CO₂ detectors and replace batteries as needed during your lease term. You will not remove smoke alarms, CO₂ 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.
 - c. **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.
 - d. **No Smoking or Vaping.** You will be charged for any cleaning, repair, or painting costs related to smoke damage.
 - e. **No Candles.** Candles are a fire hazard.
 - f. **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.
 - g. **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.
 - h. **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.
 - i. **Space Heaters.** If you use a space heater they must be plugged directly into the wall and 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.
17. **TRASH.** **You will dispose of rubbish, garbage and other waste in a clean, safe, and sanitary manner.**
- a. 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 will be charged back to all residents residing at the property.
18. **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.** 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.
 - g. You may only park in designated parking areas.
19. **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 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.
20. **RENTER'S INSURANCE.** You are required to have renter's insurance for your personal property and for your personal liability. **You will need to show proof of your renter's insurance prior to receiving your keys for your residence.** 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 or vandalism.

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21. **CONDITION OF THE LEASED PROPERTY AT START OF LEASE TERM.** Within **seven days of the start of the lease term**, please inspect the leased property and provide us with 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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **SPECIFIC ENFORCEMENT.** The rights, duties, and covenants set forth herein are intended by the parties to be specifically enforceable.
27. **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.

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.

Landlord/Agent of Park Place Real Estate Management, Inc.	Date
Tenant #1 Print Name	Signature
Tenant #2 Print Name	Signature
Tenant #3 Print Name	Signature
Tenant #4 Print Name	Signature