

LEASE AGREEMENT

This lease (the "Lease") is made effective this ___ day of ___, 2009 by and between **University Manors, Ltd.**, agent and/or owner ("Landlord") and the individuals executing this Lease below as tenants (referred to jointly and severally as "Tenant").

I. PREMISES LEASED. Landlord, in consideration of rent to be paid and covenants and agreements to be performed by Tenant, does hereby lease the following described premises located ___ at NOON on _ and ending at NOON on

_(for all 355 day leases a full month's rent is due in September regardless of when Tenant takes possession of the premises).

III. RENT. Tenant agrees to pay as rent for the Premises the total sum of \$ ___ at the rate of \$ ___ per month without demand. **All rent shall be paid in one monthly check (not in multiple checks).** Landlord may require that all rent and other sums be paid in certified, cashier's check, bank check or money order. Cash shall not be accepted. **Rent is due on or before the first day of each month (the due date), there is no grace period (please take this into account when sending rent through the mail which may take up to five days).** Rent shall be delivered to or mailed to **University Manors, Ltd., 72 E. 14th Ave., Columbus, OH 43201.** **Rent unpaid after the first of the month is delinquent and will authorize all remedies in the lease.** If **ALL** the rent is not **RECEIVED** on or before the first day of the month, Tenant agrees to pay a late charge of **\$50.00.** **Applicable late charges must be included when late rent is tendered. Landlord will give tenant notice of late charges owed on a monthly basis. Any and all unpaid late charges not paid during the course of the lease term will be charged to the security deposit at the end of the lease term.** All funds received shall be applied to: dishonored check charges; late charges; damage charges; delinquent rent; and current rent, in that order. If payment is made by a check that is returned, Tenant agrees to pay a returned check charge of **\$30.00** in addition to the initial **\$50.00** late rent charge. Tenant further agrees that acceptance and/or refusal by Landlord of the rent payment after the due date shall in no manner constitute a waiver of Landlord's rights in the event of Tenant's failure to make rent payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by Landlord and the necessity of demand for the rent by Landlord when the rent is overdue is hereby waived.

IV. OCCUPANCY. Tenant agrees that only those persons executing this Lease below shall occupy the Premises. No person shall be released from the covenants of the lease without first obtaining the written agreement of the other tenants and/or co-signers set forth herein and written approval of changes from Landlord. If such changes are agreed upon, all parties herein agree to make changes to the Lease before changes are valid. Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by Landlord because of fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoyment of any other occupant of the apartment community of which the Premises are a part. Landlord reserves the right of eviction for the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before Landlord can institute an eviction action.

V. SECURITY DEPOSIT. Tenant agrees to deposit with the Landlord the sum of \$ ___ door & mailbox keys & laundry room/security door computer tag) as a security deposit for his/her faithful performance under the Lease and by law. Tenant agrees the deposit is not an advance of rent and does not relieve the obligation to pay rent including the rent for the last month of occupancy. Landlord at the expiration of the Lease or hold-over tenancy, may apply the security deposit for past due rent, fees, utilities, and/or the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guests or invitees. **Tenant agrees to pay for all interior repainting charges incurred by landlord resulting from damage caused by tenants excessive cigarette smoking in the premises during the lease term.** Abandonment or vacating of the Premises by Tenant before the end of the term shall result in Landlord deducting damages incurred from the security deposit. Each of the undersigned Tenants shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy. Tenant agrees to provide the Landlord, in writing, a forwarding address upon vacating the Premises. If Tenant fails to provide a forwarding address, Landlord shall issue to the tenant whose last name begins with the earliest occurring letter of the alphabet, a check representing the security deposit, or whatever part has not been applied in payment of any Tenant obligations under the Lease, in accordance with state law. This provision does not waive rights of Landlord to seek damages in excess of the security deposit. Tenant agrees to reimburse Landlord for any rent, fees, utilities due and/or damages exceeding the security deposit, however, balances of \$10.00 or less owed by either Landlord or Tenant will not be considered reimbursable.

VI. KEYS. Tenant will receive ___ apartment key(s), ___ sec. tags key(s), ___ mailbox key, ___ laundry room/security door computer tag. Keys may not be duplicated. There will be a **\$100.00** charge **for each** unreturned, lost/stolen security door computer tag (computer tag properties are 310 E. 18th Ave., 315 E. 19th Ave., and 1662 Summit St., 95 Chittenden Ave., 1662 Summit St., 252 & 262 E. 12th Ave., 173 W 9th and 31 Chittenden). There will be an **\$80.00** charge for re-keying an entry door and a **\$40.00** charge for re-keying a mailbox door if any of the keys related to these locks are not returned upon vacating the premises.

VII. UTILITIES. Landlord shall pay for (only if checked) ___ electricity, ___ heat, ___ water & sewage. ___ Internet service. Tenant agrees to pay for all other utilities related deposits and charges on Tenant's utility bills. **Tenant agrees to pay for common area electricity and water which will be billed to Tenant by Landlord on a quarterly basis. Regardless of when Tenant receives these bills from Landlord, payment is due by the due date of the next rent payment. Failure to pay these bills (along with but separately from the rent) by the next rent due date will be the same as failure to pay rent and be subject to the same late charges and penalties associated with non-payment of rent. The last of these bills will be charged to Tenant's security deposit at the end of the lease term along with any other unpaid utility related balances/bills.** Tenant shall not allow utilities to be disconnected by any means (including non payment of bill) until the end of the Lease term. Tenant agrees to reimburse landlord for any utility bills paid by Landlord during Tenant's responsibility to the Lease. Utilities shall be used for normal household purposes and not wasted. **Tenant shall not allow utilities to be disconnected by any means (including non payment of bill) until the end of the Lease term. Further, if Tenant(s) go home over Winter Break they shall set the thermostat no lower than 60 degrees.** Tenant agrees to reimburse landlord for any utility bills paid by Landlord during Tenant's responsibility to the Lease. Utilities shall be used for normal household purposes and not wasted. **At buildings where landlord pays the gas, electric and or water, tenants are required to notify landlord of situations which could adversely affect landlords utility bills (i.e. a running toilet). Landlord at its discretion reserves the right to back charge any and all tenants in a particular building their pro-rata portion of an average if a utility bill(s) exceeds that building's three year consumption average by 25% or more. At buildings where landlord pays the gas, electric and or water, tenants are required to notify landlord of situations which could adversely affect landlords utility bills (i.e. a running toilet). Landlord at its discretion reserves the right to back charge any and all tenants in a particular building their pro-rata portion of an average if a utility bill(s) exceeds that building's three year consumption average by 25% or more.**

VIII. PETS. There shall be no dogs, cats, ferrets, or pets of any kind permitted in, on, or about the Premises, or adjoining common areas (**even temporarily without written permission**). If a pet has been in the apartment at any time during the tenant's term of occupancy a charge may be made for de-fleaing, deodorizing, and/or shampooing, and/or other damages occasioned by the pet.

IX. INSURANCE. Tenant will be responsible for insuring all Tenant's personal property within Premises. Tenant will need to purchase and provide proof of a Renter's Insurance policy or provide documentation of other coverage, and Tenant hereby relieves Landlord of all risk that can be insured there under.

X. DEFAULT BY TENANT/USE AND ASSIGNMENT/SUBLETTING. In the event Tenant is in default of any of the terms or obligations of the Lease, violates and/or fails to comply with any covenants, terms, or conditions of the Lease, or any community policies herein adopted and reasonable community policies hereafter adopted by Landlord, said default shall constitute grounds for termination of the Lease and/or eviction by Landlord. Tenant agrees that the Premises shall be used only as a dwelling unit and for no other purpose; nor shall the Premises or any part thereof be sublet or assigned, nor shall the number or name of occupants be increased or changed, **without the written consent of landlord and the remaining tenant(s) living in the premises.** It is further understood and agreed to by tenant and his/her co-signer that if tenant decides to assign/sublet his/her portion of the lease or vacate the premises anytime prior to or during the lease term (**for whatever reason either by choice or by eviction by landlord**), the burden of procuring another individual (**acceptable to landlord and the remaining tenant(s) in the premises**) to take over exiting tenant's portion of the lease rests solely with the **exiting tenant and his/her co-signer.** Failure to replace himself/herself does not in any way release the exiting tenant or his/her co-signer from the obligation to pay rent under the terms and conditions of the lease. **In addition it is understood and agreed to by tenant and his/her co-signer if tenant fails to procure a replacement tenant and landlord is forced to re-let the premises, tenant and his/her co-signer agree to: 1. Pay a \$100.00 administrative re-rental charge to landlord if tenant fails to procure a replacement tenant. 2. Forfeit tenant's security deposit if tenant fails to procure a replacement tenant. 3. Remain responsible for paying the rent until such time as landlord procures another acceptable tenant for the premises or the lease expires whichever is the sooner.** Tenant shall also remain liable for any expenses incidental to the re-letting of the premises- marketing costs, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities or any other damages and costs which Landlord has sustained by virtue of Tenant's use and occupancy of the Premises or default under the Lease.

XI. TENANT'S DUTIES. Tenant shall (1) keep the premises that he/she occupies and uses safe and sanitary; (2) dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord. **ALL tenants whether living in single-family homes or multi-family apartment buildings must maintain the entire lot the property sits on free of cigarette butts, beer bottles/cans, plastic cups, broken glass and all other trash and debris. Landlord will maintain exterior cleanliness and interior corridors as applicable. Continual failure over the course of the lease term(s) to keep the property exterior/interior corridors clean WILL result in the landlord levying AT LANDLORD'S DISCRETION an assessment or "CAM" charge (Common Area Maintenance) to compensate landlord for the costs involved in continually having to clean up inordinately filthy properties throughout the course of the lease term(s). This "CAM" charge is not to exceed \$50.00 per tenant and will be deducted from the tenant's security deposit upon the lease expiration. Where applicable landlord will levy (IN ADDITION to the aforementioned "CAM" charge) a charge PER tenant to cover landlord's costs involved in dealing with any and all acts of negligence, vandalism and/or malicious destruction of property not attributable to a particular individual (whether caused by the tenants themselves, their guests/invitees or anyone else). These costs will also be equitably divided, pro-rated and subtracted from each individual's security deposit upon the lease expiration. Further, each individual tenant agrees to contribute \$5.00 out of his/her security deposit (in addition to any "CAM" charges levied by landlord) to cover landlord's costs involved in CAMPUS WIDE "move-in/move-out dumpster cleanup;** (3) keep all plumbing fixtures in the premises or used by Tenants as clean as their condition permits. **Tenants and/or Tenant's guests/invitees shall not flush TAMPONS AND/OR SANITARY WIPES down ANY toilets in ANY property – costs incurred by landlord in snaking main line sewer backups due to tampons and/or sanitary wipes having been flushed down toilets will be charged appropriately, in multi-family structures ALL units will be charged a pro-rata share of the charges;** (4) use and operate all electrical plumbing fixtures properly; (5) comply with the requirements on Tenants by all applicable state and local housing, health and safety codes i.e. **Tenants of all single-family homes are prohibited from having upholstered furniture located anywhere on the front or rear porches and are also prohibited from being out on the roof(s) for any reason;** (6) personally refrain, and forbid any other person who is on the premises with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any

