

LEASE AGREEMENT

1. PARTIES

This lease Agreement is made in Athens, Ohio this _____ day of _____ 20 _____, by and between L'Heureux Properties, whose address is 70 N. Court, Suite B, Athens, Ohio, 45701, hereinafter referred to as "LANDLORD or LESSOR" and the following individual(s): _____ whose permanent address is on attached rental applications(s), hereinafter referred to as "TENANT(S) or LESSEE(S)"

2. LEASED premises:

Landlord lease to Tenants the following described property: _____ ATHENS, OHIO, not to be occupied by more than _____ individuals. The term "premises" or "leased premises" as referred to in the lease includes the rental unit, any porches, yards, patios, or other areas used in conjunction with the rental unit.

3. LEASE TERM

Tenants shall occupy the leased premises for a term commencing on the _____ day of _____ 20 _____, and ending on the _____ day of _____ 20 _____. This Lease shall commence at 1:00 p.m. on the first day of the lease term as described in this paragraph, and shall end at 11:00 a.m. on the last day of the lease term as described in this paragraph. This lease will not automatically renew. In the event that the Tenants have not vacated the premises by 11:00 a.m., they shall be assessed a fee of one hundred dollars (\$100.00) per hour until such time that the premises are vacated. Landlord will exercise its best efforts to deliver possession of the premises upon commencement of this lease, but will not be liable for any damages to Tenants other than a daily pro ration for the rent to the date upon which occupancy is available to Tenants. We reserve the right to deny possession of the leased premises at the commencement of the lease term if the first installment of rent as agreed to in section 4 has not been paid in full. Said denial of possession shall in no way alter or void said lease other than possession shall be delayed until full payment of first installment of rent is received by Landlord.

4. RENTAL PAYMENTS

Rent shall be payable no later than the day of the month indicated below at the mailing address of the Landlord. If rent is not received postmarked before midnight of the day indicated, a service charge of \$2.00 per day will be collected for each day rent is in arrears.

Any failure by the Tenant to pay rent or other charges promptly when due, or to comply with any other term or condition thereof, shall at the option of the Landlord, forthwith terminate the tenancy.

Any action by Landlord shall not constitute a waiver or modification of this lease unless in writing by Landlord.

Any rental payment made by check shall be charged, in addition to any charges by Landlord's bank, a processing fee of thirty-five dollars (\$35.00) if the check is returned unpaid. Rental payment dates as defined below may be modified if Tenant is receiving and requiring financial aid to pay for housing costs. If Tenant is receiving such aid, Landlord hereby modifies below stated to the date the Tenant receives their overage check from the university. This amendment is only valid if Tenant provides Landlord with all applicable paperwork from the financial aid department of the university, which will include the total amount of financial aid to be received by the Tenant. If Tenant is released

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from receiving financial aid from whatever reason, the payable dates below will be enforced, retroactively if necessary, and all \$2.00 per day service charges incurred shall be owed to Landlord.

Total rental amount is \$ _____. Payable in four equal installments as follows:

\$ _____	on _____
\$ _____	on _____
\$ _____	on _____
\$ _____	on _____

5. SECURITY DEPOSIT

Tenants shall deposit with Landlord at the time of the execution of this lease, the total sum of _____ which is security for the faithful performance of this lease. The security deposit shall serve as a fund from which Landlord may receive reimbursement for unreasonable wear and tear of the rental unit, or for any other amounts legally due and owing, including the amounts due to Landlord for damages caused by Tenants, or Tenants' guests, or for Tenants' failure to comply with their responsibilities under the terms of this lease. If Landlord must repossess the rental unit because of abandonment, default, or breach of this lease by Tenants, Landlord may apply the security deposit to all damages suffered to the date of possession, and Landlord may also retain the balance of the security deposit to apply to damages that may accrue during the pendency of the controversy of resolving Tenants' obligations under this lease agreement. Landlord shall be entitled to apply the security deposit to any outstanding utility bill for which Landlord may be liable, and Tenant shall reimburse Landlord for any utility payment required to be paid by Landlord due to Tenant. Where there are multiple Tenants, Landlord shall be entitled to prorate Tenant's share of utility bills.

Landlord shall return Tenant's security deposit within thirty (30) days of completion of the three following events: (a) the termination of this lease, (b) Tenant's return of possession (including keys), and (c) Landlord's receipt of the Tenant's forwarding address. If the security deposit is insufficient to compensate Landlord for the damages caused during Tenants' occupancy of the premises, Landlord shall give written notice to Tenants of the nature and amount of the deficiency. Tenants shall pay the amount of the deficiency to Landlord within thirty (30) days of receipt of such notice.

Deposit is forfeited at option of Landlord if the Tenant vacates the premises before or during the term of the lease, even if Tenants secure an alternate replacement.

6. REMEDIES

If your rental installment is late, unpaid, or if we discover that you have made a false statement on your rental application, or if you vacate the leased premises prior to the termination of this lease, or if you violate any of the other conditions of this lease or any of the rules of the leased premises, the Landlord may, at any time, enter and take possession of the leased premises, sue for and recover all rent owed to that date, and re-lease the premises for the remainder of the term of the lease at the best rent the Landlord can obtain. The Tenant(s) agree that you will be jointly and severally liable for any deficiency or for the full rental amount if the Landlord is unable to re-lease the premises for the remaining term of the lease. Every demand for rent after it falls due, will have the same effect in law as if made at the time that such rent fell due. The remedies provided to us in this lease are in addition to and do not limit or supersede any statutory or equitable remedy, which may be available to the Landlord.

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7. UTILITIES *(utilities included varies, will depend on the address)**

Tenant shall furnish and pay for the following utilities used in the above premises: _____ beginning the first day of the contract and ending the last day of the contract, Tenant shall furnish and pay for, at the Tenants' discretion, the following utilities: telephone, cable and internet. Tenants shall pay said utilities on a monthly basis, to the utilities directly. Should Landlord receive any utility bill, still in Landlord's name, for which Tenant is responsible, Tenant agrees to pay a penalty of \$10.00 for each bill, to Landlord. When the leased premises is vacated, the Tenant is responsible for having the utilities taken out of the Tenant's name and placed back in the Landlord's name. Tenants shall be solely responsible for all hook-up or installation fees charged by the utility companies.

8. LIABILITY

If Tenants are jointly renting a dwelling, each Tenant under the terms of this lease, is jointly and severally (individually) liable to Landlord for the total rent due for the premises, together with any and all damages and any other miscellaneous charges. 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 other Tenants may be held liable by Landlord for such unpaid rent, damages or charges.

The Landlord shall not be liable for any theft, destruction, or loss or damage to any property of Tenants, or their guests. Tenants must provide their own personal renter's insurance, if they so desire. Landlord shall not be liable to Tenants for any act of violence, nor shall Landlord be liable for damages caused by failure of heating equipment or from plumbing, or other pipes or fixtures, or sewage nor from any damage arising from the acts of neglect of other Tenants of said premises or adjacent premises, or the elements or damages arising from acts which Landlord cannot control.

9. CONDITION OF PREMISES AT COMMENCEMENT OF LEASE

Tenants acknowledge they have reviewed the rental unit, and they are satisfied with the cleanliness and condition of the same at the time of the commencement of their occupancy of the premises. Tenants, with cooperation of the Landlord, will complete a check-in sheet, recording any damages and defects in the rental unit due to Landlord within 48 hours after the commencement of the lease. No check-in sheets will be accepted by Landlord after 48 hours of lease start date. Except as provided in the check-in sheet, Tenants acknowledge that the unit is in good and acceptable repair. Tenants further agree that Landlord has made no promises with respect to the condition of the leased premises other than those in this lease.

10. TERM OF THIS LEASE

Tenant agrees to vacate the premises within three (3) days after being notified in writing due to non-payment of rent, or breach of this contract. The parties further agree that should Tenant fail to reside within the premises for over three (3) weeks, and further fail to pay the rent due during that period, or to notify Landlord in writing of a forwarding address, Landlord shall be entitled to consider said actions to be as an abandonment of Tenant's interest in the property, and the Landlord shall further be entitled to enter the premises and arrange for the storage of any personal property or furniture of the Tenant, and Tenant shall be liable to Landlord for the payment of any storage charge or incidental expenses. Landlord agrees to use reasonable care in moving and storing Tenant's personal property, and Tenant hereby holds Landlord harmless from all damage caused to property. Tenant further agrees that if said property is not picked up by Tenant within one (1) month of the commencement of storage of the same, and if the storage and transportation charges are not paid within one (1) month, the Landlord may arrange for the reasonable sale of said property, and may deduct all costs, and expenses from the

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proceeds. The parties further agree that any notice to be provided to Tenant, as required by any eviction action or other legal proceedings, shall be served upon Tenant at either the above-described premises, or at the following address : _____ by regular U.S. Mail, and that Tenant hereby consents to service of process in that manner in lieu of personal service by certified mail.

The violation of any of the conditions of this agreement shall be sufficient cause of eviction from said premises.

11. RESPONSIBILITIES OF LANDLORD

The Landlord shall be responsible for upkeep of the property in accordance with the Housing and Building codes for health and safety standards.

12. RESPONSIBILITY OF TENANT - CARE OF PROPERTY - HOUSE RULES & REGULATIONS

Lessee shall comply with all duties imposed upon Lessee by the applicable provision of all state laws, municipal codes, regulations and ordinances, and in particular:

- 1) Tenants shall keep and maintain safe and sanitary that part of the premises that Tenant occupies and uses
- 2) Tenants are responsible for keeping the driveway, sidewalks, and stairs clear of snow and ice
- 3) Tenants shall dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner.
- 4) Tenants shall keep in a clean condition, all plumbing fixtures in the premises.
- 5) Tenants shall use and operate all electrical and plumbing fixtures properly
- 6) Tenants shall not place any foreign object in toilets or drains. Absolutely no sanitary napkins or tampons shall be flushed down toilets.
- 7) Tenants shall refrain, and forbid any other person who is on the premises with or without Lessee's permission, from intentionally or negligently destroying, defacing, damaging or removing any fixture, an appliance or other part of the premises.
- 8) Tenants shall behave and require other persons on the premises with or without Lessee's permission, to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of the community.
- 9) Tenants shall inform Landlord in writing of any conditions, whether caused by lessee or due to normal use of the premises, that should be corrected in order to preserve the condition of the premises.
- 10) Tenant shall, under no circumstances, turn the heat off completely in said premises, during the winter months. When departing the premises for break or vacation, Tenants shall maintain a thermostat temperature level of not less than 60 degrees Fahrenheit within the premises.
- 11) Absolutely no grease is to be poured into the sinks or any other drains in, on or around the premises.
- 12) Tenant hereby waives all right to make repairs or alterations of any kind (including painting) at the expense of the Landlord. All repairs caused by negligence of the Tenant(s) such as stopped-up sewers, sinks, toilets, or broken windows, shall be repaired at the expense of the Tenant. Any costs incurred by the Landlord for such reasons shall be collectible on the same basis as rent.
- 13) Tenants agree that they will share and maintain in good condition, the common areas of the premises. Failure by any one Tenant to maintain the common areas in a clean and reasonable condition may subject that Tenant to eviction.
- 14) Tenant shall perform normal household maintenance, including the replacement of light bulbs. All light bulbs must be operational at the time the Tenant vacates the premises.
- 15) Windows and doors shall not be obstructed.

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- 16) Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the premises will be the responsibility of the Tenants. Damage caused by leaving windows or doors open during inclement weather will also be the responsibility of the Tenant.
- 17) Tenant shall be responsible for keeping the exterior of the premises free of refuse
- 18) Tenant shall maintain, in good working order and condition, any range, refrigerator, range hood, dishwasher, garbage disposal, or other appliances supplied by Landlord under this lease. Tenant further agrees that at the expiration date of this lease term, Tenant agrees to turn off the refrigerator, remove all food, clean the refrigerator, and leave the door of the refrigerator open. The Tenant agrees that the refrigerator will never be unplugged unless all food is removed and the inside is cleaned and door left open.
- 19) Only furniture that is expressly designed by the manufacturer for "outdoor" use shall be permitted on porches or patios.
- 20) No waterbeds or kerosene heaters are permitted on the premises.
- 21) Window air conditioners and electric heaters must be approved by the Landlord.
- 22) No Tenant, guest, other persons, animals or plants are allowed on the roof area of the building at any time.
- 23) No vehicles may be parked at any time on lawns or sidewalks. No vehicles of any kind may impede upon access to any neighboring premises.
- 24) Tenant will make no alterations or additions to the leased premises without prior written consent of the Landlord. No radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.
- 25) Tenant agrees to refrain from creating unreasonable noise or disturbances. Should Tenant's actions result in the continued disturbance of other Tenants or neighbors, Landlord will be entitled to serve Tenant with a Notice of Breach of this Lease. Should Tenant receive one (1) such notice from Landlord and fail to prevent further disturbances, Landlord shall have the right to declare Tenant's right under this lease forfeited and Tenant shall be responsible for any rent due or damages pursuant to the terms of this contract.
- 26) Tenant may not add or change any locks, interior or exterior, to premises without prior written consent of Landlord. All keys, including mailbox keys, must be returned to Landlord upon termination of occupancy. Cost of replacement of locks due to the loss of keys will be assumed by the Tenant. Tenant may not duplicate keys without written consent of Landlord.
- 27) Tenant shall keep and maintain all smoke detectors, fire extinguishers, and carbon monoxide detectors in working order and shall inform Landlord promptly in writing when replacement is needed.
- 28) Tenants agree to pay for all cleaning necessary (including carpets) to restore the unit to satisfactory condition for new Tenant. It is agreed that these charges are to be deducted from Tenant's deposit prior to its return.
- 29) Tenant shall control any parties, or other social activities, at the leased premises and Tenants acknowledge they are jointly and severally responsible for any damages caused to the premises as a result of their social activity.
- 30) Any redecorating or renovation project must be approved by the Landlord before work is started. Under no conditions will major structural changes to the building be approved. Nor would Tenant be entitled to charge Landlord for labor or materials without Landlord's written permission.
- 31) Tenants also agree to abide by all statutory obligations required by Ohio Revised Code 5321.05.
- 32) Failure to keep and observe the above rules may constitute a breach of lease.

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13. LANDLORD'S RIGHT TO ENTER

Tenants will permit Landlord, it's agents, employees and any designated individuals to enter and be upon the premises at all reasonable times; and always after twenty-four (24) hour notice, for inspection, exhibiting it for sale or rent, repairs, or to make improvements. Twenty-four hour notice is hereby given for any time Tenants have temporarily vacated the premises, such as for holiday and spring breaks, to make inspections for safety and health purposes, repairs or to make improvements. Landlord may enter the premises without notice in an emergency, as permitted by law.

14. PETS

Tenant is expressly forbidden to have, maintain, or house in the leased premises, or any other part of the property, permanently or temporarily, any animal, bird, reptile, or rodent. There will be a \$250.00 charge for unauthorized pets plus a charge of \$10.00 per day from discovery until removal of the animal.

15. ASSIGNMENTS AND SUBLEASE

Tenants shall not assign, sublet, board, or transfer any part of the premises without Landlord's written consent. Tenant agrees that no guest shall live in the premises without Landlord 's written consent. No guest shall be permitted longer than three (3) days within any thirty (30) day period.

16. ATTORNEY FEES

In the event that the Landlord or the Tenant incurs legal fees pursuant to enforcement of this lease, upon demand, the party that does not prevail in a judicial determination shall pay the prevailing party reasonable legal fees set by the prevailing party, but in no event shall the amount be greater than five hundred dollars (\$500.00) unless approved by the court.

17. 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 paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning control.

LESSOR'S DISCLOSURE: Lessor has no knowledge of lead-based paint or lead-based paint hazards in the housing. Lessor has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

LESSEE'S ACKNOWLEDGEMENT: Lessee has received the pamphlet "Protect Your Family From Lead in Your Home."

18. WAIVER

One or more waiver of any covenant or condition by Lessor shall not be construed as waiver of a subsequent breach of the same covenant or condition and the consent or approval by Lessor to or of any act by Lessee's consent or approval shall not be deemed a waiver nor render unnecessary Lessor's consent or approval to or of any subsequent act by Lessee.

19. STANDARD DEDUCTIONS

Tenant agrees to be following minimum charges for such damages caused by Tenant or Tenant's guest negligence:

- | | |
|--------------------------------------------------------|---------|
| 1. Extermination of bugs or other infestations | \$75.00 |
| 2. Clean plugged drains/disposals due to Tenant misuse | \$60.00 |
| 3. Keys not returned/lost | \$25.00 |

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|-------------------------------------------------------------------------|---------|
| 4. Cleaning refrigerator or stove, each | \$50.00 |
| 5. Repair or replace storm or screen insert | \$45.00 |
| 6. Remove trash or other items from premises (per hour/man) | \$18.00 |
| 7. Replace smoke alarms/fire extinguishers, each | \$40.00 |
| 8. Clean bathroom, including tub, shower, toilet, lavatory, etc. | \$60.00 |
| 9. Clean kitchen cabinets, counter-top, sink, etc (excludes appliances) | \$50.00 |
| 10. Painting, per hour | \$40.00 |

20. NO SMOKING IN PREMISES

Neither the TENANT(S), guests, nor any other person shall be allowed to smoke in the premises. Any violation shall be deemed a material violation of the Lease Agreement. TENANT(S) understands that any damage caused by smoking any substance will be considered damage. Damage includes, but is not limited to: deodorizing caret, wax removal, additional paint preparation, replacement of drapes / blinds, repair or replacement of carpet, countertops, or any other surface damaged due to burn marks and / or smoke damage. TENANT(S) agrees to pay cost of ionizing the premises to removed unwanted odors.

21. COMPLIANCE WITH OHIO LAW; SEVERABILITY

Ohio law shall apply to this lease. Lessor intends this lease to be in compliance with the laws of the State of Ohio. Any rights and remedies contained in this lease shall be cumulative to any right or remedies specified under the laws of Ohio. If any provision of this lease is held invalid, the validity of the remaining provisions shall not be affected. This lease shall be construed as though such invalid provisions had been omitted.

22. FIRE, OTHER DESTRUCTION AND CONDEMNATION

If the leased premises are partially destroyed by fire or other destruction during the lease term, Landlord shall repair any damage to the structure with all reasonable diligence, and without unnecessary interruption of Tenant's occupancy. If the premises are rendered uninhabitable during the lease term by fire, other destruction or condemnation for more than five (5) days, this lease shall terminate and the rent shall cease to accrue as of the date of destruction. Rents and deposits previously paid will be refunded, prorated to the time the premises became uninhabitable, less any deductions permitted under the lease agreement. Tenant shall have no claim or interest in any compensation or award of damages for such occurrences.

23. JURISDICTION, VENUE, AND STATUTORY INTERPRETATION

The parties stipulate this agreement was negotiated and executed in Athens County, Ohio, and should a dispute arise between the parties, that the Athens County Municipal Court shall have both jurisdiction and venue to hear the case. This lease shall be construed in accordance with Ohio Revised Code Section 5321. The invalidity of any particular provision shall not invalidate the entire lease.

ACKNOWLEDGEMENT

Lessee hereby acknowledges that he/she has read this lease agreement. Lessee understands that rules and regulations may be amended from time to time and are for the purpose of protecting the premises and providing for the safety and well being of all occupants of the premises and affirms that Lessee will, in all respects; comply with the terms and provisions of this lease agreement. Lessee acknowledges that this lease is a legal document with it's terms and conditions. Lessee should seek competent legal advice if any portion of this lease agreement or related documents is not clear or otherwise understood by Lessee.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first above written.

LESSEE'S SIGNATURE: _____ **DATE:** _____

LESSEE'S PRINTED NAME: _____

LESSEE'S SOCIAL SECURITY NUMBER: _____

LESSEE'S SIGNATURE: _____ **DATE:** _____

LESSEE'S PRINTED NAME: _____

LESSEE'S SOCIAL SECURITY NUMBER: _____

LESSOR: _____ **DATE:** _____