

Lease Agreement

1. PARTIES. This Standard Lease (hereinafter "Lease") is made at Athens, Athens County, Ohio on _____, _____ by and between **Greg Chapman** (hereinafter "Landlord") and the tenants _____ **and** _____, (hereinafter "Tenants") for lease of the premises located at _____, Athens,

Ohio (hereinafter "Premises"). The occupancy level of the Premises shall be in accordance with housing, health and zoning regulations and limited to the parties of this Lease or persons acquiring legal rights of occupancy hereunder.

2. TERM. The term of this Lease shall be for the **2009–2010 Ohio University Academic School Year** (Summer, Fall, Winter and Spring Quarters). Beginning on **June 20, 2009 and ending at 5:00pm June 13, 2010**. The term is to correspond with the Ohio University Academic Calendar (beginning on the Saturday after undergrad commencement, and ending on the Sunday immediately following undergrad commencement). The Academic Calendar will take precedence in the event of an error or change in dates. A \$200.00 per day fee will be assessed for failure to vacate Premises by the specified date and time.

3. RENT. Tenants shall be jointly and severally liable to pay Landlord the total sum of \$_____ in installments of \$_____ per Qtr. (\$_____ per person per qtr.) each in advance on **JUNE 1, 2009, SEPTEMBER 1, 2009, DECEMBER 1, 2009 and MARCH 1, 2010**. There shall be a late charge of \$30.00 plus an additional \$2.00 per day, for each person late with rents, beginning with the day after the due date for each payment that is not paid within three days after the due date. The postmark date shall determine the date of payment for mailed payments. A fee equal to the late payment fee will be charged for any check not honored by the bank. Tenants may not use their security deposit as a rent payment.

Rent payments are to be made out to Greg Chapman and mailed to P.O.Box 769, Athens, Ohio 45701.

4. JOINT AND SEVERAL LIABILITY. Each Tenant under 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. However, Tenants making payments on behalf of a defaulting Tenant have the right to demand reimbursement from this defaulting Tenant.

5. UTILITIES. Tenants shall be responsible for payment of all utilities (including any utility bill that may be in Landlord's name) to the Premises during the lease term unless otherwise specified in this Lease. Tenants agree to install these particular utilities in their name by contacting the appropriate utility office. Water, gas and electric service to the premises will be maintained at all times and such utility invoices paid promptly. **Tenants shall adequately heat the premises at all times in order to protect water lines from freezing.**

6. SECURITY DEPOSIT. Tenants shall deposit with Landlord the total sum of \$_____ (equivalent of 1 months rent), which is security for the faithful performance of the Lease. This security deposit shall serve as a fund from which Landlord may receive reimbursement for unreasonable wear and tear of the premises, or for any other amounts legally due and owing, including amounts due to Landlord for damages Landlord suffered by Tenants' failure to comply with their responsibilities as set forth in paragraph 8.

Tenants shall be entitled to a full refund of this security deposit if they pay the amounts due under this Lease and if they return the Premises in a clean and undamaged condition, except for ordinary wear and tear. Upon occupancy, Tenant should notify Landlord in writing, of any damage noticed to the premises, or any cleaning required to bring the premises up to a clean state.

Landlord shall return Tenants' security deposit, together with a statement itemizing deductions if any, within thirty (30) days of :a) The termination of this Lease; b) Tenants' return of possession (including the keys); and c) Landlord's receipt of Tenants' forwarding address. If the security deposit is insufficient to compensate Landlord for the damages, 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.

7. RESPONSIBILITIES OF LANDLORD. Landlord shall comply with all duties imposed upon Landlord by the applicable provisions of all state laws, municipal codes, regulations or ordinances governing the maintenance, construction, use or appearance of the Premises and the property of which it is a part, and in particular: a) Landlord shall keep all common areas of the Premises in a safe and sanitary condition; b) Landlord shall make timely all repairs necessary to put and keep the Premises in a fit and habitable condition and in compliance with Athens City Housing Code. Landlord shall maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating and air conditioning systems, fixtures and appliances. Landlord will be responsible for lawn care. Landlord shall respect Tenants' right to privacy. Except in the case of an emergency, Landlord shall give Tenants twenty-four (24) hours notice of the intent to enter the Premises, and Landlord shall enter only during reasonable hours.

8. RESPONSIBILITIES OF TENANTS. Tenants shall comply with all duties imposed upon them by the applicable provisions of all state laws, municipal codes, regulations and ordinances, and in particular: a) Tenants shall keep safe and sanitary that part of the Premises which Tenants occupy and use; b) Tenants shall dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner; c) Tenants shall keep the Premises, and plumbing fixtures in a clean condition at all times. If any area or part of the Premises is observed to be in an excessively dirty or un-kept state, Tenant shall remedy this immediately on notice, or Landlord shall arrange to have this corrected at Tenants expense. d) Tenants shall use and operate all electrical and plumbing fixtures properly; e) Tenants shall not place any foreign objects in toilets or drains; f) Tenants shall personally refrain, and forbid any other person who is on the Premises with Tenants' permission, from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or other part of the Premises. Tenants shall not nail or screw items to walls, ceilings, doors or woodwork, put tape on the walls or place any hanging on the wall which may damage the plaster, wallpaper or surface coating of the walls; g) Tenants shall use and operate properly any range, refrigerator, washer, dryer, dishwasher or other appliances supplied by Landlord; h) Tenants are to keep the grounds about the premises clean and clear of any debris or other items. No planting, altering, or digging will be allowed. Tenant will not leave anything out in the lawn areas that would either kill the lawn or interfere with lawn-care. Such items left out longer than 24 hours will be subject to removal by Landlord and fee for removal and disposal will be charged to Tenant. i) No personal items shall be moved into, or stored at the premises prior to the occupancy of this Tenant, nor shall Tenant make arrangements with previous occupants for leaving furnishings or belongings. The Premises is to be cleared out between lease terms. j) Tenants shall conduct themselves, and require other persons on the Premises with Tenants' consent to conduct themselves, in a manner that will not disturb the neighbors' peaceful enjoyment of the community. **Tenant will not host, or allow, Keg parties, excessive drinking, or large crowds in or about the premises;** j) Tenants shall inform Landlord of any conditions, whether caused by Tenants or due to normal use of the Premises, which should be corrected in order to preserve the condition of the Premises; and k) Tenants shall give consent for Landlord to enter the Premises at reasonable times and upon reasonable notice in order to inspect, make ordinary, necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services or exhibit the Premises to prospective or actual purchasers, mortgages, tenants, workers or contractors. In the event of an emergency, Tenants shall permit Landlord to enter the premises immediately without the usual notice.

9. LIABILITY. Landlord shall not be liable for any theft, destruction, loss or damage to any property of the Tenant or guests. Tenant must provide personal renters insurance, if they so desire. Landlord shall not be liable to Tenant for any act of violence, nor shall landlord be liable for damage caused by failure of heating equipment, from plumbing, pipes, fixtures, or sewage; nor for any damage arising from the acts of neglect of other Tenants of said Premises, or the elements or damage arising from acts which Landlord cannot control.

10. SUBLEASING. Tenants shall not sublease the Premises. However subletting to a housemate is permitted as long as a majority of the occupants residing at the premises during that time, are named tenants on the lease

11. LAWFUL USE. Tenants shall use the Premises in a lawful manner as a residential dwelling; thus, Tenants shall not disturb nor annoy other residents of the neighborhood. Tenants shall not cause nor maintain any dangerous, noxious or offensive activity which might constitute a nuisance to others.

12. PETS. Neither tenants nor guests shall have a pet upon or about the Premises.

13. VEHICLES. Parking will be by separate agreement; number of available spaces may be limited. Vehicles must be both operable and currently licensed

14. SERVICE OF PROCESS. Every tenant who signs this Lease agrees to be the agent of the other Tenants of this dwelling and is both authorized and required to accept, on behalf of the other Tenants, service of summons and other notices relative to the tenancy.

15. AVAILABILITY. If the premises are not fully available for occupancy upon the date specified in this Lease for any reason, the Tenant shall not have cause for any damage, except for a rebate of rental for the period the premises are unavailable on a per diem basis.

16. CONSEQUENCES. In the event of default or violation of any part of this Agreement or nonpayment of rent when due, the Landlord may, after any notice required by law, terminate the Agreement and thereupon the Tenant shall vacate the premises, and upon failure to do so the Landlord may obtain possession by legal action including any other relief that may be appropriate.

The parties, by signing below, hereby represent that they have fully read and fully understood the foregoing Standard Lease and, they acknowledge receipt of a signed copy of this Standard Lease.

M. Chapman (property manager)