



Smellek, LLC

8747 Mount Hope Road, Harrison, OH 45030
www.smellekrentals.com

513-505-4918
smellek.rentals@gmail.com

LEASE AGREEMENT 2028-2029

DATE OF LEASE: _____ CONTACT: email - Smellek.Rentals@gmail.com call or text Dave - 513-505-4918

This LEASE AGREEMENT is made for the residential premises located at: _____, Oxford, Ohio 45056. This agreement is entered into by and between the Landlord (Smellek LLC or Lessor), and the Tenant(s) signing the execution page of this lease (Lessee(s)). In consideration of the mutual covenants and agreements set herein, Lessor and Lessee(s) agree to all terms outlined below.

1. TERMS OF THE LEASE, KEY RELEASE AND HOLDOVER

- A. **ACADEMIC TERM ALIGNMENT:** The operational term of this lease agreement will begin and end strictly according to Miami University's official academic calendar. Early move-ins and extended stays cannot be accommodated under any circumstances. The lease terms are the following specific occupancy blocks:
- FALL TERM:** 9:00 AM on the Monday immediately preceding the start of the Fall Semester to 12:00 PM on the Monday immediately following the end of the Fall Semester.
 - SPRING TERM:** 9:00 AM on the Friday immediately preceding the start of the Spring Semester to 12:00 PM on the Monday immediately following graduation.
 - WINTER J-TERM (OPTIONAL):** Occupancy from the Friday preceding the start of J-Term to the Friday ending J-Term is available for an additional **\$600.00 per Lessee**. For Lessees requiring partial winter residency or short-term break access, housing may be granted at a **per Diem rate of \$55.00 per day per person**, subject to prior written approval from Lessor. Lessees who do not explicitly purchase the Winter Term option must vacate the premises over Winter Break.
- B. **KEYS AND POSSESSION RESTRICTIONS:** Physical keys (house and bedroom keys) will only be issued on regular business days. No keys will be released on weekends unless a confirmed written arrangement is made with Lessor at least 72 hours in advance.
- Keys will not be released and possession will not be permitted at move-in until full property term rent, security deposits, and active utility account confirmations are received and cleared by Lessor. Failure to take possession due to outstanding account balances does not relieve the Lessee(s) of their obligation to pay rent.
- C. **VIOLATIONS OR FEES:** Any violation of this agreement may result in administrative or penalty fees. All specific fee amounts, including but not limited to lockouts, unauthorized pets, and utility transfers, are expressly outlined in the attached Schedule of Fees, which is incorporated herein by reference.
- D. **HOLDOVER AND LATE VACATE PENALTIES:** If any Lessee(s) or their belongings remain on the property past the designated lease expiration time or date without express written authorization from Lessor, it creates an immediate holdover tenancy. The property ledger will be charged a daily holdover rent equal to **200% of the daily pro-rated** unit rent (calculated by dividing the total semester rent by the exact number of days in the lease term). The parties agree that this holdover rent represents liquidated damages for administrative inconvenience and is not a penalty. Tenant shall also be liable for all actual operational and consequential damages incurred by Lessor due to the holdover. This lease agreement is not automatically renewable.

Please initial below that you have read, understand and agree to all information contained on the page.

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2. FINANCIAL TERMS, LATE FEES, & ORDER OF PAYMENTS

- A. **SEMESTER RENT STRUCTURE:** Total rent is split and paid in two installments, matching the academic semesters at Miami University. This lease does not include summer or winter terms unless explicitly added via a separate written agreement. Rent is due in the office on or before the specified due dates and can be paid via check, cash, or money order.
- a. **FALL TERM RENT:** Due on or before **August 1st**.
 - i. \$_____ per Lessee | \$_____ Total Property Installment Amount
 - b. **SPRING TERM RENT:** Due on or before **December 1st**.
 - i. \$_____ per Lessee | \$_____ Total Property Installment Amount
 - c. **WINTER TERM RENT (IF APPLICABLE):** Due on or before **December 1st**.
 - i. **\$600.00** per Lessee participating in J-Term occupancy.
- B. **LATE FEE ASSESSMENT:** Rent must be physically received in the office by 11:59 PM on the due date. If any portion of the collective rent remains unpaid on the 2nd day of the month, an initial Late Fee of **\$100.00** will be assessed to the property ledger, followed by an additional daily charge of **\$10.00 per day** for each day thereafter until the balance is paid in full. **The total accumulated late fees for any single unpaid rent installment shall be capped at a maximum of 5% of the remaining unpaid balance.** Postmark dates do not constitute on-time payment.
- C. **FINANCIAL AID DEFERMENT EXCEPTION:** If an individual Lessee relies on student financial aid disbursements to pay their rent, the 5% Late Fee on their portion of the rent will be temporarily deferred **only if** the Lessee submits an official financial aid letter and online account ledger proving pending, approved funds to the Lessor by the rent due date. The Lessee remains fully liable for any financial shortfall if the aid refund does not cover their complete rent obligation.
- a. If approved in writing by Lessor, late fees for that specific student's share will be waived until **ten (10) calendar days following the university's official Disbursement Date, or three (3) business days following the university's official Refund Date**, whichever occurs later.
- D. **DISHONORED CHECKS:** If any check, money order, or payment is dishonored for any reason, the property ledger will be assessed a processing fee of **\$75.00**, plus any actual banking fees charged to the Lessor. This fee is assessed in addition to any applicable late payment fees if the issue pushes the payment past the due date. If a payment is rejected or bounced, Landlord reserves the absolute right to require all future payments for that unit to be made via cashier's check or certified funds. Non-payment of rent or bounced fees constitutes a material breach, and Lessor may immediately pursue eviction pursuant to Chapter 1923 of the Ohio Revised Code.
- E. **PAYMENT MAILING ADDRESS:** All physical checks and money orders must be made payable to Smellek LLC and mailed or delivered to: **Smellek LLC, 8747 Mount Hope Road, Harrison, Ohio, 45030.**

3. SECURITY DEPOSITS & DOCUMENTED BASELINE

- A. **SECURITY DEPOSIT REQUIREMENTS:** A security deposit of **\$1,000.00 per person** is required at the time of signing the lease. Security deposits will be held in escrow in accordance with Ohio law. If the total deposit exceeds one month's periodic rent, the amount in excess will accrue interest at the statutory rate of 5% per annum for tenancies lasting six months or longer.
- B. **DEPOSIT PROTECTION:** The security deposit is intended strictly as a protective shield against physical property damages, excessive cleaning fees, or unpaid utility balances remaining *after* the lease has fully terminated. **Lessee(s) may not withhold or apply any portion of the security deposit toward rent installments, current utility invoices, or active late fees mid-lease.**

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- C. **MOVE-IN & MOVE-OUT VIDEO DOCUMENTATION:** All properties are video recorded immediately prior to Lessee(s) arrival to establish a record of the baseline condition of the premises. Furthermore, Landlord will video record the entire property immediately following the total vacate and surrender of keys. Both entry and exit videos will be utilized for lease-end deposit evaluations and itemized deductions.
- a. **Documentation Disclaimer:** While Landlord makes every operational effort to capture comprehensive footage, **photo and video documentation is not 100% guaranteed**. Third-party contractor invoices and itemized material bills shall serve as evidence supporting deductions.
- D. **SURRENDER AND REFUND PROCESS:** Within thirty (30) days after official lease termination, total surrender of keys, and delivery of possession, Smellek, LLC will conduct a thorough move-out inspection. Lessor will mail the deposit refund check and an itemized written statement detailing any legal deductions to the Lessee(s). Repair costs, fees, or unpaid utility balances will be deducted from the Lessees' deposit pool, and the remaining balance will be distributed equally. An example of pricing for common occurrences is attached to this lease as an exhibit for convenience. This list is strictly an estimate and is not exhaustive, as fees and administrative charges may change depending on the actual invoice cost of repair, replacement, and labor.
- E. **CONDITION ACCEPTANCE AND WARRANTIES:** Lessee(s) acknowledge that they have inspected the property and agree to accept the premises in sound, habitable, and compliant condition as of the lease execution date. Lessor warrants that standard professional turn-cleaning and necessary safety repairs will be fully completed prior to initial occupancy. No other verbal agreements or visual promises regarding cosmetic updates shall be binding unless explicitly written into this lease prior to signing.
- F. **FORWARDING ADDRESS MANDATE:** Lessee(s) must provide a written forwarding address, phone number, and email to Lessor prior to or upon vacating. Per Ohio law, failure to provide a written forwarding address prevents the Lessor from mailing the deposit or itemized statement within 30 days and forfeits Lessee's statutory right to double damages and attorney fees, but does not void Lessee's right to an accounting once a forwarding address is provided in writing.
- G. **EXCESS DAMAGE LIABILITY:** If the total security deposit does not cover all repair costs, fees, or unpaid utility balances accumulated by the house, all Lessee(s) remain jointly and severally liable for the remaining balance and explicitly agree to pay the remaining itemized invoice upon receipt. If this agreement is terminated by Lessee(s) prior to the expiration of the lease term, the security deposit shall not be automatically forfeited, but Lessee(s) remain fully liable for all actual damages, lost rent differentials, and re-renting expenses incurred by Lessor.

4. JOINT LIABILITY & SEPARATE BILLING ARRANGEMENTS

- A. **JOINT AND SEVERAL LIABILITY:** All Tenants signing this Lease Agreement are contractually treated as a single legal entity and are jointly and severally liable for all monetary obligations, including full rent installments, utility payments, property damage fees, and late fees. This means the Landlord may legally demand the entire semester rent installment or any outstanding fee balance from any single Tenant individually, or from all Tenants combined. A breach of the lease or non-payment by one Tenant constitutes a default by all Tenants on the lease.
- B. **SEPARATE PAYMENTS AND ACCOUNT LEDGER:** For the convenience and logistics of the Tenants, Landlord agrees to accept separate payments from individual Tenants toward the total collective lease obligation. However, allowing individual payments does not change or dissolve joint liability.
- a. **No Partial Waiver:** Acceptance of a partial payment from any individual Tenant does not constitute a waiver of Landlord's right to collect the remaining property balance, assess late fees on the unpaid portion, or pursue legal eviction remedies against the entire group. If any portion of

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the collective semester rent installment remains unpaid on the due date, late fee(s) will be assessed to the remaining unpaid portion of the property ledger.

5. KEYS, LOCKS & LOCKOUTS:

- A. **KEYS:** Lessor shall furnish each Lessee with a full set of keys (house and bedroom) per named tenant upon fulfillment of all move-in requirements at move-in. All keys and emergency lockbox keys remain the property of Lessor and must be returned to Lessor upon surrendering the premises. All physical keys assigned to Lessee(s) must be surrendered to Lessor on or before the lease expiration date/time.
- B. **MISSING KEYS:** Failure to return issued keys upon vacating requires a lock rekey for security purposes ledger will be charged a **\$150.00 Lock Rekey Fee per key** (or actual re-keying cost, whichever is greater).
- C. **KEY DUPLICATION:** Lessee(s) shall not duplicate keys without prior written consent from Lessor. Upon move-out, bedroom key must in the lock of the bedroom door and house key left on the mattress.
- D. **LOCKOUTS & EMERGENCY LOCKBOX:** Lessor is not a 24-hour locksmith service. In the event Lessee(s) lock themselves out of the premises:
- a. **Emergency Lockbox Key:** The property is equipped with an emergency backup lockbox, Lessee(s) may request the access code from Lessor during a lockout. The lockbox key is intended strictly for emergency entry and must be returned to the lockbox immediately after unlocking the door.
 - b. **Lockbox Key Misuse Fee:** If the lockbox key is not returned to the lockbox within two (2) hours of code issuance, Lessee(s) will be charged a **\$50.00 Lockbox Key Misuse Fee**.
 - c. **Lost Lockbox Key:** If the lockbox key is lost, removed, or unreturned, Lessee(s) will be charged a **\$150.00 Lock Rekey Fee** and the replacement cost of the lockbox.
 - d. **Business Hours Lockout:** During regular business hours (M–F, 9:00 AM – 4:00 PM), if Lessor or agent travels to the property to provide access, a **\$150.00 In-Person Lockout Fee** will be billed.
 - e. **After-Hours/Weekend Lockout:** Outside regular business hours, a **\$225.00 After-Hours Lockout Fee** will apply if Lessor or agent is available to respond.
 - f. **Self-Hired Locksmith:** If Lessor or agent is unavailable, Lessee(s) may contact a licensed, bonded locksmith at Lessee's sole expense. Lessee(s) must ensure no damage is done to doors, frames, or locking mechanisms.
 - g. **Unauthorized Locks & Alterations:** Lessee(s) shall not install additional locks, deadbolts, padlocks, chain latches, or smart/keyless entry devices (e.g., Ring, Nest, electronic keypads) on any interior or exterior door without Lessor's prior written approval.
 - i. **Unauthorized Installation Fee:** Installing unauthorized locks or smart entry devices will result in an **unauthorized installation fee of \$150.00 per occurrence** assessed to the property ledger. This fee represents a reasonable pre-estimate of the administrative and management overhead required to document the violation and conduct a security audit.
 - ii. **Removal & Damage Restoration Liability:** In addition to the fee, Tenant shall be fully liable for all actual, itemized contractor labor and material costs required to remove the unauthorized hardware, repair any stripped screw holes or split wood on the door and frame, and fully restore the door assembly to its original aesthetic condition.
 - iii. **Master Key Bypass:** If an authorized lock change occurs, Lessee(s) must immediately provide Lessor with a physical working master key. If Lessee(s) alter or add locks without providing instant emergency access, Lessor reserves the absolute right to drill, remove, or re-core the lock immediately at the Tenant's sole expense to protect property safety.

6. UTILITIES & ACADEMIC BREAKS

- A. **TENANT UTILITY RESPONSIBILITY:** Lessee(s) must arrange, establish, and pay for all utilities (gas, electricity, water, sewer, and trash removal) serving the premises during the entire lease term. All applicable utility services must be legally established in the Lessee(s)' name prior to the move-in date.
- a. **UTILITY TRANSFER FAILURE:** Failure to properly transfer utility accounts into the Lessee(s)' name prior to taking possession of the property will result in a **\$75.00 Administrative Processing Fee per utility, per billing cycle**, applied to the property ledger. This fee is assessed in addition to a mandatory full financial reimbursement to the Lessor for all actual utility charges incurred while the accounts remained in the Lessor's name.
- B. **CONTINUOUS SERVICE REQUIREMENT:** Utilities must remain continuously active and in good standing throughout the entire lease term. Utility accounts must never be shut off or paused over winter break, spring break, J-Term, or any other academic intervals. Discontinuing service or allowing utilities to lapse will incur a **\$75.00 Non-Disconnection Fee** applied to the property ledger, plus full responsibility for all actual utility reconnection charges, administrative labor, and property damage costs.
- C. **REIMBURSEMENT & SECURITY DEPOSIT DEDUCTIONS:** Lessee(s) agree to promptly pay and reimburse Lessor for any utility bills, transfer overages, or penalty fees incurred in Lessor's name during the active lease term. Any unpaid utility charges, transfer fees, or administrative fees remaining unpaid at the end of the tenancy will be deducted directly from the collective Security Deposit prior to disbursement.

7. RENTER'S INSURANCE & INDEMNIFICATION

- A. **MANDATORY COVERAGE:** Lessee(s) must purchase and maintain a standard Renter's Insurance policy for personal property and personal liability at all times during the lease term.
- B. Lessee(s) shall maintain continuous liability insurance for property damage, loss, or personal injury occurring on or about the premises. Lessor's insurance policy covers the physical building structure only and does not cover Lessee personal belongings or tenant-caused damages.
- a. **Proof of Coverage:** All named Lessees must provide an individual copy of their insurance declaration page proving a minimum of \$100,000 in personal liability coverage to the Landlord prior to move-in. In accordance with Section 2, keys will not be released until valid proof of active renter's insurance is received for the property from all residents.
- C. **INDEMNIFICATION:** Lessee(s) agree to indemnify, defend, and hold Lessor harmless from and against all third-party claims, liabilities, costs, and expenses arising directly from Lessee(s)', their sublessees', or their invited guests' negligence, use, or occupancy of the premises. Nothing in this paragraph shall be construed to release the Landlord from liability for the Landlord's own active negligence or failure to maintain the property pursuant to Ohio law.

8. TENANT COVENANTS, MAINTENANCE, & REPAIRS

- A. **COMPLIANCE WITH LAW & BASIC CARE:** Pursuant to O.R.C. § 5321.05, Lessee(s) must keep the premises clean, safe, and sanitary, and maintain all plumbing, electrical, and heating fixtures in proper working order. Lessee(s) shall be responsible for damages to the premises or fixtures caused by the negligence, misuse, or intentional acts of Lessee(s), household members, guests, or invitees. This lease remains in effect regardless of enrollment status, withdrawal from Miami University or inability to occupy the premises for any reason.
- a. Tenants must use and occupy the premises in a safe, reasonable, and proper manner.
- b. Tenants must comply with all requirements imposed on residents by applicable Ohio laws and local Oxford housing, health, and safety codes (per O.R.C. § 5321.05).
- c. Tenants must keep the interior of the home clean, healthy, and sanitary. Outdoor areas must be kept free of trash, furniture, and personal debris at the tenants' expense.

- d. Tenants must keep the premises well-preserved and free from damage or neglect.
 - e. Upon lease termination, tenants must surrender the property in the same condition of cleanliness and repair as received at move-in, less normal wear and tear permitted by Ohio law.
- B. SERVICE CALLS:** Lessor is responsible for structural and system repairs resulting from normal operational wear and tear. However, repairs due to Lessee misuse, neglect, or failure to perform basic maintenance will be billed directly to the property ledger as a Service Call Fee plus the actual cost of all required labor and materials:
- a. **Business Hours Service Call: \$150.00** base fee plus labor and materials (Monday through Friday, 9:00 AM – 4:00 PM).
 - b. **After-Hours / Weekend / Holiday Service Call: \$250.00** base fee plus labor and materials
 - c. **Delay Charges:** Lessee(s) are financially liable for any service call charge or vendor cancellation fees caused by a lack of property access, unmanaged site conditions, or failure to appear at a scheduled maintenance appointment.
- C. MAINTENANCE REQUEST PROTOCOLS:**
- a. **Routine Requests:** All non-emergency maintenance issues must be submitted in writing via email to smellek.rentals@gmail.com. At least one Lessee must be present to provide access; contractors are not required to enter an empty home unless written authorization is provided.
 - b. **24-Hour Emergency Protocol:** For active property-threatening emergencies (e.g., major burst pipes, gas smells, complete loss of heat in freezing weather), immediately call 911 if life-safety is at risk. For urgent property emergencies, call or text 513-505-4918. If there is no immediate answer, leave a detailed voice message and text describing the issue; Lessor will return the contact as soon as possible.
 - c. **Outside Service Providers:** Lessee(s) shall not independently hire outside contractors (locksmiths, plumbers, HVAC technicians) without prior written approval from Landlord. Lessor is not responsible for reimbursing unauthorized third-party invoices.
 - i. **Exception:** In the event of a catastrophic property emergency (such as a major active water leak or total structural failure) where Lessor has been contacted via the emergency protocol and fails to respond within a reasonable timeframe, Lessee may take immediate emergency mitigation steps (such as shutting off the main water supply) or engage emergency services, but must notify Lessor immediately thereafter.
- D. ROUTINE TENANT UPKEEP:** Lessee(s) are responsible for basic daily maintenance, including replacing lightbulbs and batteries in smoke/carbon monoxide detectors, cleaning floors, carpets, surfaces, and sinks, clearing dryer lint traps and garbage disposals, and resolving simple toilet clogs via a plunger. Tenants must strictly execute the following mandatory tasks:
- a. **Smoke & Carbon Monoxide (CO) Detectors:** Tenants must test detectors regularly. If a unit is beeping due to a low battery and requires Lessor service, a **\$25.00 battery replacement fee** will be billed. Unplugging, disabling, or failing to maintain a detector is a severe life-safety violation and carries a **\$250.00 Safety Violation Fee** per incident, plus full hardware replacement and installation costs if lost/damaged.
 - b. **Furnace Air Filters:** Lessee(s) must replace furnace filters for at least four specific seasonal intervals: (1) prior to Thanksgiving, (2) before Winter Break, (3) before Spring Break, and (4) at Lease End. Failure to replace filters at these intervals will incur a **\$60.00 Service Fee** plus the actual cost of the filter.

- c. **Freeze Prevention & Thermostats:** From October through April, the thermostat must remain set to **HEAT ON** at a minimum of **65°F (18°C)** at all times, including university breaks. Tenants are strictly liable for all freeze-related property damages. A **\$300.00 Safety Violation** will be billed for non-compliance callouts (e.g., found open windows or lowered thermostats during cold weather months).
- d. **Plumbing Care:** Disposable personal products (baby wipes, "flushable" wipes, tampons, pads, condoms, paper towels, makeup wipes, food, hair) must *never* be flushed down toilets or washed down sinks. Clogged drains or backed-up lines caused by these items will be cleared completely at the Lessee(s)' expense.
- e. **Window Treatments & Blinds:** Window blinds are provided in good condition. Tenants are responsible for keeping blinds clean and undamaged. Any bent, broken, or missing blinds resulting from tenant negligence, rough handling, or pet activity will be replaced at the tenant's expense according to the attached Schedule of Fees.
- f. **Surrender of Premises & Mandatory Carpet Cleaning:** Upon lease expiration, Lessee shall surrender the property in clean condition, ordinary wear and tear excepted. To maintain flooring hygiene and standards, all carpets **must** be professionally steam-cleaned after vacating **exclusively by Lessor's designated vendor**. Lessee is strictly prohibited from hiring independent contractors, using third-party services, or renting DIY machines. The applicable cost for this mandatory cleaning and any necessary repairs will be assessed per the Schedule of Fees and deducted from the security deposit.

E. EXTERIOR MAINTENANCE AND SURFACING:

- a. **Lawn Care:** Lessor handles routine lawn mowing and major tree trimming.
 - i. **Exterior and Landscaping Damage:** Lessee(s) are responsible for any damage to exterior landscaping, porches, fences, or hardscaping caused by themselves or guests.
- b. **Snow and Ice:** Lessee(s) are solely responsible for clearing snow and ice from all private driveways, walkways, stairs, and porch steps serving the property.

F. FURNITURE & BASEMENT STORAGE:

- a. **Lessor-Owned Furniture:** Furniture provided by Lessor must remain indoors and in its original room placement. Moving furniture outside will incur a violation fee of \$100 plus labor and landfill fees. An unauthorized storage space will incur an **\$80.00 Heavy Lifting Fee** per load.
- b. **Dehumidifiers & Basements:** Provided dehumidifiers must remain powered **ON** and running continuously from Spring through Fall. Basements are accepted "as-is" and dry environments are not guaranteed. Personal items stored in the basement are kept at the tenant's risk and must be elevated off the concrete floor.

9. LESSOR'S RIGHT OF ENTRY AND INSPECTION:

- A. **NOTICE OF ENTRY:** Per Ohio Law, Lessor or agents reserve the right to enter the premises during reasonable hours for the purpose of showing the property to prospective tenants or buyers, conducting routine or emergency repairs, inspecting for damages, and verifying lease compliance.
 - a. Except in emergencies or as otherwise provided herein, Lessor will give Lessee(s) at least twenty-four (24) hours' notice prior to entry. Notice may be delivered via email, text message, or written notice posted at the premises.

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- B. **NOTICE TO ONE IS NOTICE TO ALL:** Lessee(s) explicitly agree that written, emailed, or texted notice provided to any single named Lessee constitutes legally sufficient notice to all named Lessee(s). Lessor is not obligated to confirm receipt by every individual occupant.
- A. **MAINTENANCE REQUESTS AS ENTRY AUTHORIZATION:** Submission of a maintenance request or repair ticket by any Lessee constitutes immediate permission for Lessor or Lessor's authorized contractors to enter the premises to perform the requested work **during reasonable business hours (9:00 AM to 5:00 PM)** without requiring an additional 24-hour notice period. Service appointments made when applicable.
 - a. **Emergency Entry Exception:** In emergencies involving active water leaks, fire, extreme weather freeze risks, utility emergencies, or conditions immediately threatening life or property, Lessor may enter the premises immediately and without prior notice as permitted by law.
- B. **SCHEDULED SEASONAL SAFETY INSPECTIONS:** Lessor reserves the right to enter the premises during university breaks (including Thanksgiving Break, Winter Break, and Spring Break) to perform mandatory safety, system, and freeze-prevention inspections. These checks ensure heating systems are operational, thermostats are set properly, windows are closed, smoke detectors function, and no unaddressed leaks exist. Notice will be issued prior to break periods.
- C. **PROPERTY SHOWINGS:** Lessor reserves the right to show the property to prospective Lessees or buyers during reasonable hours upon providing 24 hours' notice. Lessee(s) agree to keep common areas and showable spaces reasonably clean and presentable for scheduled showings.

10. STUDY ABROAD, SUBLEASE, & ASSIGNMENTS

- A. **ASSIGNMENT AND SUBLETTING RESTRICTIONS:** This lease agreement may not be assigned, sublet, or transferred in whole or in part to any other party without the prior written consent of the Landlord. Any unapproved transfer of occupancy or unauthorized residents constitutes a material breach of this contract and may result in immediate lease termination and legal eviction.
- B. **STUDY ABROAD SHARED-SPOT LEASES:** Lessees participating in approved study abroad programs may execute a shared-spot lease structure *only* at the time of the initial lease signing, subject to absolute written confirmation and approval by the Landlord.
- C. **SUBLEASE PROCESSING FEE:** All approved subleases must be fully completed on the Landlord's designated forms and are subject to a mandatory **\$300.00 Administrative Processing Fee per tenant change**, which must be paid in full before any sublease receives final approval from the Lessor.
- D. **LEASE ASSIGNMENT FEE:** A complete lease assignment transferring all legal rights and financial obligations from an original Lessee to a new tenant must be fully executed via Landlord's paperwork and requires a **\$500.00 Administrative Processing Fee** paid to Lessor prior to approval.
- E. **SECURITY DEPOSIT FOR SUBLEASE:** Lessor shall retain the original Lessee's security deposit until the end of the lease term. The incoming sublessee must submit a separate, independent security deposit directly to Lessor before moving in. At the end of the term, Lessor will inspect the unit and issue separate refunds to both parties, minus any deductions for damages or unpaid balances.

11. USE OF PREMISES & AUTHORIZED OCCUPANTS:

- A. **USE OF PREMISES:** Premises must be used exclusively as a private residence by the named Lessees. No commercial, business, or retail activities are permitted. Lessees must obey all local housing, sanitary, and safety laws and may not alter the property without Landlord's prior written consent.
- B. **OCCUPANCY AND GUEST LIMITS:** Occupancy is strictly limited to the named Lessees. Exceeding this limit violates safety codes and breaches the lease. Guests may not stay more than seven (7)

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consecutive days, or fourteen (14) cumulative days per academic term, without prior written consent. Guests must comply with all lease rules.

- C. **UNAUTHORIZED PROPERTY & OCCUPANCY:** If an unauthorized occupant resides on the premises, or if personal property belonging to a non-lessee remains stored on the premises beyond the approved guest timeline, the Tenants shall be assessed an **Unauthorized Occupancy & Storage Fee of \$400.00** per occurrence to the property ledger. This fee represents a reasonable pre-estimate of the extensive administrative labor, property management oversight, housing code compliance, and legal liability risk assessment required to manage unlisted occupants or unauthorized property storage.
- D. **COLLECTION & EVICTION REMEDIES:** All violation fees must be paid upon invoice. Unpaid fees or damages caused by unauthorized occupants will be deducted from the security deposit or recovered legally. Unauthorized occupants must leave, and Landlord retains the right to evict all named Tenants for material lease breach under Ohio law.

12. PROHIBITED ITEMS, CONDUCT, & PROPERTY RULES

- A. **FIRE SAFETY, SMOKING, & GRILLING RESTRICTIONS:** Open flames, candles, incense, space heaters, halogen lamps, fire pits, tiki torches, bonfires, fireplaces, lighters and unapproved heating or outdoor burning devices are strictly prohibited indoors and on all exterior porches, decks, or lawns.
 - a. **Smoking Ban:** Smoking of any kind (including cigarettes, cigars, pipes, marijuana, vaping, or hookahs) is strictly prohibited inside the premises or on covered porches.
 - b. **Grilling Distance:** Outdoor charcoal/gas grilling is permitted strictly at a distance of at least **ten (10) yards (30 feet) away** from the building structure. Grilling on wooden decks, covered porches, or within 30 feet of the home is entirely prohibited.
 - c. **Fire Policy Violation :** Any violation of this subsection will incur a **\$100 Fire Safety Violation fee per occurrence**, plus full responsibility for smoke detector replacements, professional duct/wall odor remediation, or physical property repairs.
 - d. If fire destroys or damages the premises to make them uninhabitable, lease termination and rent obligations will be governed by Ohio law. A formal report from the local fire department will be required to verify the property's condition.
- B. **STRICT NO-PET POLICY:** Pets or animals of any kind (including cats, dogs, reptiles, rodents, birds, and temporary "visiting" or "pet-sitting" animals) are strictly prohibited on the premises, except as required by applicable fair housing laws for certified assistance or service animals.
 - a. **Pet Violations:** An unauthorized animal found on the property will incur an immediate **Pet Violation Fee of \$500.00** upon discovery, plus an additional **\$30.00 per day** for each day the animal remains on the premises. Tenants are fully liable for all actual physical property damage, including carpet replacement and deep-clean odor remediation, caused by the animal.
 - b. By signing this lease, Lessees agree to indemnify, defend, and hold Lessor harmless from any and all liability, claims, lawsuits, damages, or injuries caused by any animal brought onto the premises by the Lessees, their occupants, or their guests.
 - c. **Assistance Animals:** Requests for reasonable accommodation for verified assistance animals will be handled in accordance with applicable federal Fair Housing laws.
- C. **PROPERTY MODIFICATIONS & WALL CARE:** Lessee(s) shall not make structural, cosmetic, or electrical modifications to the property without prior written consent from Lessor. Painting, applying wallpaper, and displaying spray-painted bedsheets or organizational banners on exterior surfaces or visible windows is prohibited.
 - a. **Approved Wall Adhesives:** Hanging lightweight items on interior walls is strictly limited to standard removable adhesives (e.g., "3M Command" strips used strictly according to manufacturer instructions). **Lessee(s) acknowledge that removable adhesives do not guarantee**

Please initial below that you have read, understand and agree to all information contained on the page.

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damage-free removal. If removal results in torn drywall paper, peeled paint, or wall damage, Lessee(s) remain fully responsible for repair and repainting costs.

- D. **WALL, DOOR, & HARDWARE DAMAGE RESTRICTIONS:** The use of over-the-door hangers, unapproved hooks, adhesive strips, large screws, toggle bolts, heavy drywall anchors, adhesive bracket mounts, and television mounts is strictly prohibited on any wall, door, or cabinet without prior written consent. Any unauthorized hardware installation or structural alteration constitutes a material breach of this Lease.
- a. **Wall and Surface Repairs:** Lessee acknowledges that hanging items, mounting TVs, or otherwise causing holes or surface damage to walls requires professional restoration. Any wall damage or unauthorized holes will be assessed at a \$15.00 Repair Fee per hole or damaged area, plus the full cost of labor and materials to patch, sand, prime, and repaint the entire affected wall to maintain professional standards. Minor touch-up painting that results in visible discoloration or flashing is not accepted, and the full wall painting fee will apply.
 - b. **Contractor Restoration Liability:** If Tenant installs unapproved hardware or causes excessive punctures or scratches exceeding normal wear and tear, Tenant shall be billed for the actual, itemized professional labor and material costs required to repair the drywall or door frames, match the texture, re-align hinges, and repaint the affected wall panel(s) or doors from corner to corner to ensure a uniform finish.
- E. **PARTIES, NOISE, & GATHERING LIMITS:** Lessor maintains a strict "No Keg & No Large Party" policy. Lessee(s) must comply with City of Oxford sound ordinances and State of Ohio legal drinking age laws.
- a. **Gathering Authorization Limit:** Lessee(s) must obtain written authorization from Lessor at least seven (7) days in advance to host any gathering exceeding **twenty (20) total attendees**. Hosting an unauthorized gathering over 20 people constitutes a material breach of this Lease and grounds for eviction. Proper posting of all necessary age/identification to be in compliance with the state of Ohio and City of Oxford.
 - i. Tenants shall be fully liable for **all actual, itemized professional cleanup, trash removal, and property restoration costs** resulting from any gathering
 - b. **Quiet Hours & Ordinances:** Quiet hours must be strictly observed from **10:00 PM to 8:00 AM**. If the City of Oxford issues any fine, civil penalty, or administrative citation to the Lessor or the property because of the Lessee's behavior, the full amount of said city citation plus a reasonable administrative processing fee shall be billed directly to the property ledger.
- F. **PROHIBITED EXTERIOR FURNITURE:** Fabric-covered or interior furniture (including couches, armchairs, futons, recliners, indoor tables, or mattresses) is strictly prohibited on exterior porches, decks, or in the yard, in compliance with City of Oxford municipal ordinances. Violations will result in a **\$100.00 fee, plus the actual cost of professional removal and landfill disposal**.
- G. **ROOF ACCESS PROHIBITED:** Lessee(s) and guests are strictly prohibited from accessing, walking, sitting, standing, or placing items on any roof surface, porch overhang, or awning. Roof access is permitted strictly during life-threatening emergency escapes. Any unauthorized access to a roof surface constitutes a material breach of this Lease.
- a. **Administrative Life-Safety Fee:** Upon discovery of a violation, a **safety fee of \$750.00 per person on the roof** will be assessed to the property ledger. This fee represents a reasonable pre-estimate of the extensive administrative labor, emergency management overhead, and immediate legal risk-assessment costs incurred due to this severe safety breach.
 - b. **Structural Inspection & Repair Liability:** In addition to the fee, Tenant shall be fully liable for all actual costs of professional structural and shingle inspections to verify the integrity of the roof, plus the full cost of any required professional repairs. Landlord reserves the absolute right to initiate immediate eviction proceedings pursuant to Chapter 1923 of the Ohio Revised Code for any violation of this safety policy.

- H. **OUTDOOR HAMMOCKS & RECREATIONAL EQUIPMENT:** Trampolines, hot tubs, temporary swimming pools, water slides, and inflatable bounce houses are strictly prohibited on the premises. Attaching hammocks, swings, or slacklines to porch support posts, deck railings, roof structures, gutters, or trees is strictly prohibited. Anchoring hardware into exterior walls or structural posts is prohibited.
- Violation Fee:** Upon discovery of any unapproved hardware, equipment, or structures, a **\$100 Violation fee** will be assessed. A reasonable pre-estimate of the administrative and management costs required for Landlord or Landlord's agent to conduct a mandatory safety and structural integrity inspection of the affected area.
 - Upon discovery of any unapproved hardware, equipment, or structures, Tenant shall be fully liable for the **actual, itemized professional labor and material costs required to remove the items, repair any exterior wall cladding or structural posts, and fully restore, re-seed, or re-sod any dead, damaged, or discolored grass and landscaping** caused by prohibited equipment.
- I. **VANDALISM & EGGING CLEANUP MANDATE:** Tenants must not vandalize the property and must ensure their guests do the same. If the property is vandalized, spray-painted, or egged by a third party, Tenants must report it to the Landlord and file a police report within twenty-four (24) hours of discovery so emergency cleanup can be arranged.
- Delayed Reporting Fee:** Failure to report third-party vandalism or file a police report within 24 hours breaches the lease and will incur a **\$150.00 Delayed Reporting Fee**. If the delay causes permanent staining or worsened damage, Tenants are fully liable for all additional professional restoration or replacement costs.
 - Tenant-Caused Damage:** If the vandalism or egging is caused directly by Tenants, sublessees, or guests, Tenants are fully liable for all actual professional labor and contractor costs required to pressure-wash, repair, or restore the property.
- J. **SURFACE CONTAMINATION & INDOOR GAMES:** Allowing liquids, sugary beverages, or organic spills to pool on carpets, wood floors, drywall, or concrete is prohibited. If improper liquid containment or unapproved indoor games cause sticky residue, deep-set odors, or subfloor contamination, Tenants will be assessed an **Surface Contamination Fee of \$150.00** per occurrence.
- Professional Restoration:** In addition to the fee, Tenants will be billed for the actual costs of professional bio-enzymatic extraction, chemical deodorization, or specialized pressure-washing required to restore the affected area.
- K. **ATTIC ACCESS:** Unfinished attic spaces, crawlspaces, and roof voids are completely off-limits to Tenants and guests. Using these areas for living space, social gatherings, or property storage is strictly prohibited. Access ports and ladders are restricted entirely to the Landlord and authorized contractors.
- Attic Violation Fee:** If Landlord discovers unauthorized entry or evidence of a breached attic access point (such as broken seals, open hatches, or stored items), Tenants will be assessed an Attic Violation Fee of \$150.00.
 - Repairs & Liability:** Tenants are jointly and severally liable for all contractor costs to repair split joists, broken hatches, or damaged drywall resulting from unauthorized entry. Landlord assumes no liability for injury or property damage to any person violating this safety restriction.

13. MUNICIPAL COMPLIANCE, CODE ENFORCEMENT, & SAFETY REGULATIONS

- A. **CITATIONS & MUNICIPAL COMPLIANCE:** Lessee(s) accept full collective and financial responsibility for all citations, housing code violations, administrative fines, or municipal notices issued against the property by the City of Oxford or local authorities due to tenant or guest conduct. If any citation or civil fine is billed directly to the Lessor, Lessee(s) must fully reimburse Lessor for the complete municipal

cost plus a **\$75.00 Administrative Processing Fee** payable upon invoice. Per Section 3, unpaid municipal overages will be deducted from incoming funds prior to clearing rent balances.

- B. **PARKING & VEHICLE RESTRICTIONS:** Parking is restricted strictly to operable, legally registered and insured vehicles belonging to the Lessees, within designated paved driveway spaces only.
- a. **Lawn Parking & Damage:** Driving or parking any vehicle on lawns, grass, sidewalks, or non-designated surfaces is strictly prohibited in compliance with City of Oxford Property Maintenance Codes. Violations will result in a **\$50.00 Lawn Parking Fee per day**, plus the full contractor costs required to re-grade, seed, or sod damaged area.
 - b. **Towing Enforcement:** Lessee(s) are fully liable for all parking violations and yard damages caused by their guests. Any vehicle blocking driveways, sidewalks, municipal trash paths, or parked on unpaved surfaces is subject to towing at the vehicle owner's sole expense.
- C. **FIRE CODE & SAFETY:** In compliance with Ohio and local Fire Codes, Lessee(s) must maintain clear, unobstructed emergency safety pathways throughout the interior and exterior of the premises.
- a. **Hallways and Egress:** Entry passages, public corridors, hallways, doorways, stairways, and exits shall not be obstructed by personal items, bicycles, furniture, or boxes, and must remain entirely clear for emergency ingress and egress.
 - b. **Utility Clearance:** Storage of any personal property, trash, or combustible material is strictly prohibited within **three (3) feet** of furnaces, water heaters, electrical panels, or utility closets. Discovery of unapproved items in these zones will result in a **\$50.00 Safety Violation Fee**, plus the removal and disposal of the obstructing items at the Lessees' sole expense.
- D. **TRASH DISPOSAL & MUNICIPAL REMEDIATION:** Lessee(s) must properly dispose of all garbage, refuse, and recycling in city-provided containers and comply strictly with City of Oxford trash ordinances.
- a. **Cart Placement & Retrieval:** Trash carts and waste wheelers may only be placed at the curb within 24 hours of scheduled collection and must be returned to the designated rear or side of the house within 24 hours after pickup. If the Lessor or agent must travel to the property to move containers to or from the curb to prevent a city citation, a **\$20.00 Cart Fee** will be assessed per cart/wheeler to the property ledger.
 - b. **Bin Replacement Costs:** Missing or damaged small trash containers will incur a **\$100.00 replacement fee**; missing or damaged large roll-carts (waste wheelers) will incur a **\$150.00 replacement fee** deducted from the deposit at lease end.
 - c. **Yard Trash Remediation:** Upon receiving a municipal complaint from the City of Oxford or noticing accumulated exterior trash on the lawn or porches, Lessor will notify Lessee(s) to clean the area. If the trash is not completely removed within **twenty-four (24) hours of notice**, Lessor will dispatch a cleanup vendor, and Lessee(s) will be billed at a rate of **\$75.00 per hour plus all actual landfill disposal costs**. Lessor reserves the right to charge a reasonable fee for any unscheduled yard emergency cleanups.
- E. **PEST CONTROL & INTERIOR SANITATION:** Lessor provides routine outdoor perimeter treatments to deter seasonal pests. Lessee(s) uphold responsibility for maintaining interior sanitation to prevent structural infestations, including prompt trash removal, proper food storage, and general cleanliness.
- a. **Routine Self-Management:** Lessee(s) shall independently handle and remediate routine, minor indoor pests (such as setting basic traps or utilizing retail bug spray) resulting from daily living and changing seasonal conditions.

Please initial below that you have read, understand and agree to all information contained on the page.

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- b. **Professional Remediation & Service Fees:** If Lessor must intervene or dispatch a professional pest control vendor to treat interior infestations caused directly or indirectly by poor sanitation, open food, unmanaged spills, or accumulated trash, Lessee(s) will be billed directly for the full extermination invoice. Additionally a **Service Call Fee** will be assessed to the property ledger.
- F. **PLUMBING & DRAIN MAINTENANCE:** All plumbing fixtures, drains, and appliances are in good, functional working order upon move-in. Lessee(s) must utilize all appliances, plumbing, toilets, garbage disposals, and drains appropriately and actively prevent clogs, lines backups, overflows, and subsequent water damage.
 - a. **Prohibited Flushable Items:** Toilets are strictly for human waste and toilet paper. All other items including paper towels, wipes (including those labeled "flushable"), feminine hygiene products, condoms, tissues, hair, trash, or food, must be placed in trash containers and never flushed. Tenants acknowledge that "flushable" wipes damage plumbing systems.
 - b. **Clog Liability & Plungers:** Clogs, main line backups, or overflow water damage caused by Tenants or guests are the sole financial responsibility of the Tenants. Tenants must keep a standard toilet plunger and drain hair-catchers on hand at all times. Any service calls to clear avoidable clogs will be billed to the property ledger at the standard **Service Call** plus all actual third-party plumber invoices
 - c. **Garbage Disposal Operational Rules:** Garbage disposals must be used appropriately, cleared of solid waste, and never overloaded. Allowing foreign objects (including bottle caps, pop tabs, utensils, glass, eggshells, or grease) into the drain will result in repair, clearing, or replacement charges billed to the house ledger.
 - d. **Shower Liner & Water Protection:** Showers and tubs require a functional, water-repellent liner kept strictly inside the basin during use. Tenants are fully liable for all floor, ceiling, or drywall damage caused by water escaping the tub area due to missing or improperly used liners.

14. LEASE TERMINATION, ABANDONMENT, & BREACH

- A. **CANCELLATION OR TERMINATION PRIOR TO TERM BEGINNING:** If the Lessee(s) attempt to cancel, revoke, or terminate this Lease Agreement prior to the official move-in date for any reason, the contract remains fully active and legally binding. Each signing individual remains strictly liable for all financial covenants, and the total semester rent installments will remain due in full on the scheduled due dates. The security deposit will not be automatically forfeited, but it will be held by Lessor to offset actual operational damages, marketing expenses, and lost rent differentials incurred while securing a qualified replacement group.
- B. **PREMATURE VACATING & ABANDONMENT MID-TERM:** If one or more of the Lessees named in this lease chooses to vacate, abandon, or exit the premises prior to the official lease expiration date, the Lessor is under no contractual or legal obligation to source a suitable sub-lessee or replacement tenant. Under the rules of Joint and Several Liability, the remaining Lessees shall remain fully responsible for the entire collective property rent installment.
- C. **LANDLORD DUTY TO MITIGATE:** In accordance with Ohio law, if the entire group vacates prematurely or breaches the contract, Lessor will make a reasonable, good-faith effort to market the property and secure a replacement tenant. However, the original Tenants shall remain fully liable for all actual financial damages, including: (1) any unpaid rent through the end of the lease term or until a new lease begins, (2) any lost rent differentials if the property must be re-rented at a lower rate, and (3) all reasonable re-renting and administrative marketing expenses incurred by Lessor.

15. LEGAL PROVISIONS, REMEDIES, AND MISCELLANEOUS

- A. **MATERIAL BREACH & COURT REMEDIES:** If rent is not paid when due, or if Tenant violates any material term or condition of this agreement (including any violation or engaging in illegal activity on the premises), Landlord reserves the right to terminate this agreement and pursue restitution of the premises through formal eviction proceedings pursuant to Chapter 1923 of the Ohio Revised Code.
- B. **LEGAL EVICTION PROCESS MANDATE:** Landlord shall not resort to self-help measures, lockouts, or changing doors to remove a Tenant. All removals will be handled strictly through the lawful Ohio judicial system. Tenant shall be liable for all actual financial damages and operational costs resulting from a lease default.
- C. **MUTUAL MEDIATION OPTION:** In the event of a dispute arising out of or relating to this Lease Agreement, the parties may, by mutual written agreement at the time of the dispute, submit the matter to professional mediation before a neutral third party prior to filing formal court actions.
- D. **SEVERABILITY:** This rental agreement is governed by the laws of the State of Ohio and the municipal ordinances of the City of Oxford. In the event that any single provision, fee, or clause of this lease is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such a ruling shall not affect the validity or enforceability of any other provision, and this Lease Agreement shall be construed as if such invalid provision had never been contained herein.
- E. **ENTIRE AGREEMENT AND MODIFICATION:** This lease agreement, along with the attached pricing schedule addendum, constitutes the entire agreement between Landlord and Tenant, superseding all prior oral or written understandings. No modifications or waivers of any terms within this lease shall be valid unless executed in a formal writing signed by both the Landlord and Tenant.

16. ALTERNATIVE DISPUTE RESOLUTION & WAIVERS

- A. **CONFLICT RESOLUTION TIMELINE:** Landlord and Tenant group agree that in the event of a civil or financial dispute arising out of or relating to this Lease Agreement (including security deposit returns, property damage ledger disputes, or utility balances), the parties shall make a good-faith effort to resolve the matter out of court using the following multi-tiered progression:
 - a. **Informal Negotiation:** The affected parties shall schedule an informal conference (via phone, video call, or in-person) to review ledger lines, itemized contractor invoices, or property documentation to attempt an immediate cure.
 - b. **Voluntary Mediation:** If informal negotiation fails, the parties may, by mutual written consent at the time of the dispute, voluntarily submit the matter to professional mediation. The mediation session shall be conducted by a neutral third-party mediator or a court-connected alternative dispute resolution (ADR) service. All mediation communications shall remain strictly confidential pursuant to **Ohio's Uniform Mediation Act (O.R.C. Chapter 2710)**. The cost of the private mediator's hourly fee shall be split equally between the Landlord and the Tenant group.
- B. **ABSOLUTE EXCLUSION FOR RE-POSSESSION:** The Alternative Dispute Resolution provisions outlined in this section **shall not apply** to any actions brought by the Landlord for the restitution of the premises, non-payment of rent, or holdover tenancies. Landlord preserves the absolute right to bypass negotiation and mediation to initiate immediate statutory eviction proceedings under **Chapter 1923 of the Ohio Revised Code**.
- C. **MUTUAL TRIAL BY JUDGE WAIVER:** If a non-eviction financial dispute escapes resolution under Paragraph A and proceeds to a formal lawsuit, the Landlord and Tenant group mutually agree to waive their respective rights to a trial by jury. Both parties explicitly agree that any such civil action shall be tried directly before a judge of competent jurisdiction sitting without a jury.

Please initial below that you have read, understand and agree to all information contained on the page.

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17. ABANDONED PERSONAL PROPERTY:

- A. **PROPERTY REMOVAL:** Tenants must completely remove all personal property, trash, and belongings upon vacating or lease termination.
- a. **Abandoned Property:** Any personal property left behind after move-out or physical abandonment will be contractually deemed abandoned. Landlord reserves the absolute right to remove, store, or dispose of these items at the Tenants' sole expense, without liability for any loss or damage.
 - b. **Removal Costs & Lien:** Tenants are fully liable for all actual packing, hauling, dumping, and storage fees incurred. Pursuant to Ohio law, Landlord retains a contractual lien on all abandoned property to cover unpaid rent, outstanding fees, physical damages, or disposal costs, and may sell or discard the items at a private or public sale.

Please initial below that you have read, understand and agree to all information contained on the page.

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SCHEDULE OF FEES AND EXAMPLES OF REPAIR CHARGES

This Schedule of Fees is incorporated by reference into the Smellek, LLC Lease Agreement. The following itemized fees represent standard administrative costs, late fees, violation fees, and estimated replacement or repair charges. Final charges may vary based on actual invoices, material costs, and labor required.

FINANCIAL			CLEANING	
Holdover, % of daily pro-rated rent	200%		Main sewer line	\$350
Dishonored Check + bank fees	\$75		General cleaning, per hour	\$70
Late fee 1 st day	\$100		Furnace Coils	\$175
Late fee 2+ days, daily	\$10		Vacuum	\$75
Leas Assignment	\$500		Plugged drains/disposals, per drain	\$160
Lock Rekey	150		Stove	\$100
Lockbox Misuse	\$50		Spray (tan, paint, hair), per hour	\$100
Security Deposit	\$1,000		Bathroom	\$175
Sublease	\$300		Mattress cover, per	\$200+
Unauthorized Lock Installation	\$150		Kitchen cabinets & countertops	\$170
Utility not transferred	\$75p		Biohazard cleaning, per hour	\$275
Winter Term	\$600		Carpet/Upholstered, per area	\$105
Winter Term, per diem	\$55		Waste Removal, per load	\$80
MAINTENANCE			VIOLATIONS	
Service Call, normal	\$150		Fire Safety Violation, per	\$100
Service Call, after hours	\$250		Unauthorized Occupancy	\$400
Detector Battery Replacement	\$25		Unauthorized Pet, discovery	\$500
Unmaintained Detector	\$250		per day	\$30
Missing /Damaged Detector Install	\$50		Entry or early return during J-term, per	\$55
Replacement	cost		diem	
Thermostat, off or below 65	\$300		Wall Damage Repair: per, plus labor and	\$15
Unlocked/open door/window over	\$300		materials.	Cost
break			Party plus cleanup	\$200
Furnace Filter Install, per + cost	\$60		Surface Contamination	\$150
REPAIR/REPLACE			Delayed Reporting	\$150
Toilet handle, seat	\$75		Nuisance Complaint	\$200
Prime and Paint, labor per wall	\$85		Trash Curb Placement / Retrieval, per	\$20
material	cost		Appliance Clearance Obstruction	\$50
Carpet Burn/Stain, small	\$65		Lost or Damaged Trash, small	\$100
Carpet Burn/Stain, large	Cost		Lost or Damaged Trash, large	\$150
Screen Insert	Cost		Lawn Parking, plus labor and material	\$50
Shower Rods	\$50		Yard Trash, per hour	\$75
Miniblind, install	\$58		Attic Access	\$150
+ material	cost		Door Hanger	\$150
Fire Extinguisher	\$100		Roof Access	\$750
Interior Door/frame	\$350+		Hammocks or Rec Equipment, per	\$100
Exterior Door/frame	\$600+		Lessor Furniture Outdoors	\$100
Pressure washing, per hour	\$75		Restore Furniture, per	\$80
Glass top replacement	\$100			
Appliance parts	Cost			

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Lease Signature Page

The undersigned Lessee(s) jointly and severally guarantee that they are at least eighteen years of age and confirm that they have read and understood the terms of this lease. By executing this lease, Lessee(s) intend to be legally bound by its provisions and acknowledge that they have received a copy of this agreement. By signing this lease, Lessee(s) affirm that they have thoroughly and completely reviewed the document. Lessee(s) also acknowledge that Lessor has inspected the premises with no obligations imposed on the Lessor unless otherwise agreed upon in writing and attached to this document prior to signing the lease.

LESSOR/AGENT OF SMELLEK LLC

_____ Date _____

JOINT AND SEVERAL LESSEES

1.) Print Name: _____

Signature _____ Deposit \$1,000 Paid _____

2.) Print Name: _____

Signature _____ Deposit \$1,000 Paid _____

3.) Print Name: _____

Signature _____ Deposit \$1,000 Paid _____

4.) Print Name: _____

Signature _____ Deposit \$1,000 Paid _____

5.) Print Name: _____

Signature _____ Deposit \$1,000 Paid _____

6.) Print Name: _____

Signature _____ Deposit \$1,000 Paid _____

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