

# **LEASE AGREEMENT**

THIS IS A LEASE AGREEMENT (hereinafter "Lease"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Beech Street Investors, LLC, 125 West Spring Street, Oxford, Ohio 45056, (hereinafter "Landlord"), and the undersigned persons identified as Tenants (hereinafter "Tenant" individually or "Tenants" collectively). This is a standardized lease with specifics further described in the Lease Specifics document (hereinafter the "**EXHIBIT A**").

1. **Premises.** The residence rented to Tenants is described as specifically shown on **Exhibit A 1.0** Oxford, Ohio 45056 (hereinafter the "Premises"). Tenants will be given the opportunity to document the condition of the Premises by filling out the Move-In Inspection Sheet given to the first Tenant to be issued a key to the Premises. Except as provided in the Move-In Inspection Sheet, Tenants agree that the Premises are in good working order and habitable. Tenants agree that appliances provided by Landlord, if any, are in good working order and fit for their intended use. Tenants further agree that Landlord has made no promises with the respect to the condition of the Premises, or any appliance therein, other than those in this Lease. Tenants shall keep the Premises in a clean and satisfactory condition. The Premises shall be delivered back to Landlord at the conclusion of the Lease term in the same condition of cleanliness and repair as on the first date of Tenants' occupancy. If Tenants fail to complete the Move-In Inspection Sheet, upon termination of the Lease term Tenants shall be liable for the condition of the Premises compared to like-new condition.
  - 1.1. **FURNITURE AND APPLIANCES.** All equipment, appliances, furniture, and amenities in the Premises are to be used for the purposes intended and in accordance with any instructions provided. Tenants shall maintain such equipment, appliances, furniture, and amenities in good working order. Alteration of any Landlord supplied furnishings is strictly prohibited without Landlord's written consent. No major appliances may be installed or stored in the Premises without Landlord's written consent. If the property has provided furniture and tenant(s) wish to have some or all furniture removed, tenant(s) will be charged a minimum fee of \$250 per room for the cost of labor and storage. Tenants are not permitted to remove any Landlord supplied furnishings from the Premises. If any furnishings are found missing, damaged, stained, broken, or worn beyond normal wear and tear, Landlord shall replace the same at Tenants' cost. Landlord shall have the option to replace the furnishings immediately or upon termination of the Lease. Landlord supplied furniture is as shown on "**Exhibit B**". For special instructions of how to run appliances, see Property Summary Sheet and Move-In Packet.
  - 1.2. **WINDOW TREATMENTS.** If the Premises has any window treatments and unless noted on any applicable provided Furniture List, the window treatments are the Tenants' responsibility and Tenants are responsible for maintenance of and repairs to the same, as needed. In order to enhance the appearance of the community, all window treatments installed by Tenants must appear white on the outside. Sheets, blankets, foil, etc., may not be hung where normal window treatments would be expected. Upon receipt of written notice from Landlord, Tenants shall immediately remove any window treatments that Landlord determines are unacceptable.

2. **Term.** The term of this Lease (hereinafter the "Term") shall be as further described in **Exhibit A 2.0** (hereinafter the "Lease Commencement Date").
- 2.1 **If Landlord cannot deliver Premises.** If for any reason Landlord is unable to deliver possession of the Premises on the Lease Commencement Date, Landlord shall provide written notice to Tenants with Landlord's statement of the date the Premises will be available for possession. Tenants, as their sole remedy, may choose to (1) cancel the Lease, in which event all monies (security deposit, rent, etc.) will be returned to Tenants; or (2) accept occupancy at the later date, in which event Landlord will prorate the rent to that date.
- 2.2 **Obligations if Tenants leave or never take occupancy.** It is expressly understood that this Lease is for the entire Term regardless of whether one or more of Tenants is unable to occupy or continue occupying the Premises. Accordingly, Tenants' obligation to pay rent hereunder shall continue for the entire Term.
3. **Rent.** The rent for the Term shall be as further described in **Exhibit A 3.0**, to be paid by cash, or check in two installments as further described in **Exhibit A 3.0**. Rent is to be paid sufficiently in advance of the due dates so that it is received by the due dates, or the first business day thereafter. Mailing instructions are further described in **Exhibit A 3.0**, or wiring instructions may be requested if Tenant desires. Tenants may also pay rent by accessing their online account. Once they set up via our website ckcrentals.com. Except by written addendum to this Lease, Tenants shall not be issued keys or be permitted to occupy the Premises prior to the Lease Commencement Date or Landlord's receipt of the first installment payment of rent, whichever occurs later. As a courtesy, Rent Reminders will only be sent by email to each Tenant during the month of July. The rent reminders will include further instructions of how to set up your online account. Regardless of receipt of this courtesy reminder, Tenants are responsible to ensure rent is paid in full as described within and agreed upon by signing this Lease.
- 3.1. **LATE PAYMENTS.** If Tenants' rent payment is more than 3 days late, Tenants will be charged a late payment fee as further described in **Exhibit A 3.1**. from the due date to the date payment is received.
- 3.2. **RETURNED CHECKS.** There will be as further described in **Exhibit A 3.2** charge for every occurrence of a check being returned unpaid.
4. **DEPOSITS.** Tenants have paid, and Landlord acknowledges receipt of, a security deposit in the amount as further described in **Exhibit A 4.0** (hereinafter the "Deposit"). The Deposit shall be held by Landlord and shall not be applied toward any rent payment. After the Lease has expired and ALL of Tenants have vacated the Premises, Landlord will examine the property to ascertain damages. Within 30 days after the termination of the Lease and delivery of possession of the Premises to Landlord, the Deposit will be returned to Tenants, less any amounts due for damages suffered to the Premises and less any other amounts due to Landlord. Landlord will itemize any deductions and deliver such itemization in writing to Tenants with the balance of the Deposit. Tenants shall provide Landlord, in writing, an address to which the itemization and any amount due from the Deposit is to be sent. Unless otherwise notified in writing signed by all Tenants, Landlord shall equally divide any amount due to Tenants from the Deposit among all Tenants. All re-issued deposit checks will be charged a \$50 processing fee.

5. EARLY MOVE-IN. At the discretion of Landlord, Tenants may be permitted to move in to the Premises prior to the Lease Commencement Date. Early move-in requests must be submitted to Landlord as further described in **Exhibit A 5.0**. All of the terms of this Lease shall apply to Tenants' early move-in and occupancy of the Premises. Rent for the early move in period shall be as further described in **Exhibit A 5.0** per day per tenant moving in early. The rent for the early move in period shall be paid in full in advance of the early move in. Landlord reserves the right to charge the early move in rent for full occupancy of the Premises should Landlord determine, at Landlord's discretion, additional Tenants than requested are on Premise.
6. VACATING PREMISES AND HOLDOVER. Tenants shall vacate the Premises and return all keys to Landlord by the time the Lease expires. Upon vacating the Premises Tenants shall make arrangements to have all carpets professionally cleaned. For each day one or more Tenants hold over after the expiration of the Lease, Tenants shall be charged as further described in **Exhibit A 6.0** per day multiplied by the number of tenants constituting full occupancy of the Premises. For example, if full occupancy is a total of four (4) people, then the additional Holdover Rent times four (4) per day will be charged to Tenants.
7. UTILITIES. Tenants are responsible for all utility bills for the Premises. Utilities for this Premises is as further described in **Exhibit A 7.0**. Within 24 hours after Tenants take possession of the Premises the Tenants shall arrange for separate billing for utility charges to be sent directly to the Tenants. Utilities not switched into the name of the Tenants within 24 hours of Tenants' possession of the Premises may be disconnected. Any Tenant utilities paid by the Landlord will be prorated and billed to Tenant as additional rent. At the end of the Term, Tenants are responsible for terminating the utilities in his or her name. The utility configuration in the Premises is as is. Any addition or alteration to the utility configuration must first be approved by Landlord, in writing, and shall be at Tenants' expense.
8. PARKING GARAGE AND LOTS. The availability or description of parking specifics are as further described in **Exhibit A 8.0**.
9. SECURITY. Tenants agree to abide by all rules and regulations within this Lease and as provided in writing to Tenants regarding security and use of the locking systems. Tenants agree to notify Landlord promptly and in writing of any problem, defect, malfunction, or failure of door locks, controlled access barriers or any other security-related device.
10. NON-LIABILITY OF LANDLORD. Landlord shall not be liable to Tenants, or to their guests or invitees, for damages or losses to person or property caused by other persons, including, but not limited to, damages or losses due to theft, burglary, assault, vandalism, or other acts or crimes. Unless due to Landlord's failure to comply with an obligation imposed on Landlord by Ohio law, Landlord shall not be liable to Tenants, or to their guests or invitees, for damages or losses to person or property caused by sewer backup, interruption of utilities, or any other occurrence.
11. PERSONAL PROPERTY LEFT ON THE PREMISES. All personal property belonging to the Tenants, or to their guests or invitees, located in or about the building or the Premises shall be there at the sole risk of the Tenant, and the Landlord shall not be liable for the theft or misappropriation thereof. Landlord is not responsible for items left in the Premises over breaks, vacations or summer recess. No personal property is to be stored in, on or about the Premises during summer recess, even if any of Tenants have a lease with Landlord for the

following school year. In the event Tenants fail to remove all personal property from the Premises upon termination of the Lease or vacating the Premises, Landlord may, as an option, remove and discard all or any part of said property. Landlord may choose to store the same without liability to Tenants for loss or damage. Tenants shall be liable to Landlord for all expenses incurred in any property removal and disposal or storage. Upon any termination of the Lease, Landlord shall have a lien upon the personal property and effects of Tenants in the Premises.

12. INSURANCE. Tenants are strongly urged to acquire renter's insurance to protect against loss from property damage or personal liability. Except for damages sustained by reason of Landlord's failure to comply with an obligation imposed on Landlord by Ohio law, Tenants agree to protect, indemnify and save harmless the Landlord from all damages sustained by reason of any act or other occurrence causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the use of the Premises, or any part thereof, by the Tenants.
13. MAJOR DAMAGES. In the event that the Premises shall, in the absence of negligence by Tenants, be damaged by fire, flood, storm, civil commotion, or other unavoidable cause so as to render the Premises uninhabitable, this Lease shall terminate as of the date of such damages. In the event of such termination, Rent will be refunded on a prorated basis from the date of the incident.
14. REPAIR CALLS. Tenants agree to notify the Landlord immediately upon discovering any damage or needed repair to the Premises. Calls should be placed to 513-523-7263. Tenants shall pay for all necessary repairs to the Premises caused by Tenants', or by their guests' or invitees', negligence, carelessness, or intentional acts. (An example of such an act is, but is not limited to, clogging of a toilet with too much toilet paper, tampon, etc.)
15. ENTRY & WAIVER. Landlord or its agent shall have the right to enter the Premises at any reasonable hour of the day to make such repairs, additions, or alterations as may be necessary for the safety, comfort and preservation of said building, to inspect the Premises, or as may be necessary to repair or improve Landlord's adjoining property. Landlord shall give Tenants reasonable advance notice of intent to enter except in the case of emergency. A request for repairs from Tenants shall be deemed a waiver of the required notice.
16. RULES & REGULATIONS. All of the following rules and regulations are a part of this Lease. Tenants agree to observe and abide by the following rules and regulations, and to observe all reasonable rules and regulations which may be promulgated in the future, in writing, by Landlord:
  - 16.1 Tenants' Obligations. In addition to complying with all of the provisions of the laws, ordinances and regulations of the State of Ohio and City of Oxford, Tenants shall:
    - 16.1.1 Keep the Premises safe and sanitary;
    - 16.1.2 Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner; if refuse is disposed of improperly, Landlord reserves the right to charge an initial fee, and additional incremental fees per occurrence as further described in **Exhibit A 16.1.2** to remove and/or clean the area, or the actual cost of time and material should it be greater than described. This fee increases incremental for each additional occurrence add to the total amount charged for any previous occurrences. Tenants agree and

- understand this fee is applied as a deterrent in jeopardizing the peaceful enjoyment of other tenant;
- 16.1.3 Keep all plumbing fixtures in the Premises as clean as their condition permits;
  - 16.1.4 Use and operate all electrical and plumbing fixtures properly;
  - 16.1.5 Comply with the requirements imposed on Tenants by all applicable state and local housing, health, and safety codes;
  - 16.1.6 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; including but limited to Landlord's marketing material.
  - 16.1.7 Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances;
  - 16.1.8 Conduct themselves and require other persons on the Premises with their consent to conduct themselves in a manner that will not disturb Tenants' neighbors' peaceful enjoyment of the Premises; and
  - 16.1.9 Conduct themselves and require other persons on the Premises with their consent to conduct themselves so as not to violate the prohibitions contained in Chapters 2925 [Drug Offenses] and 3719 [Controlled Substances] of the Ohio Revised Code, and municipal ordinances that are substantially similar to any section in either of those Chapters.
- 16.2 Tenants agree to indemnify Landlord for all fines, costs or attorney fees assessed to or incurred by Landlord resulting from Tenants' violation of any laws, ordinances and regulations of the State of Ohio and City of Oxford.
- 16.3 No Pets. No pets shall be allowed at ANY time.
- 16.3.1 If a pet is found in the Premises, Tenants will be charged a pet fee of \$200.00 per tenant, payable immediately. For each following day the pet remains on the Premises, Tenants will charged an additional pet fee of \$10.00 per tenant, per day. Severally, Tenants agree that if a pet is found in the Premises, Tenants shall immediately pay to Landlord a supplemental security deposit in the amount of One Thousand Four Hundred Dollars and no cents (\$1,400.00). The supplemental security deposit will be held by Landlord consistent with the terms of this Lease governing the Deposit. Tenants' payment of a supplemental security deposit according to this section shall NOT be deemed as a waiver of the pet prohibition or as a waiver of the pet fees.
  - 16.3.2 Waivers under the Americans with Disabilities Act must make such requests as instructed on Landlord's website [www.ckcrentals.com/tenant-resources](http://www.ckcrentals.com/tenant-resources). The requirements are reasonable and legally within Landlord's rights to request. Tenants agree that any animal found on Premises who has not been approved by Landlord as described will be considered a pet and bound by 16.3.1.
- 16.4 The Common Areas. The entry passage halls, public corridors, and stairways shall not be obstructed by Tenants or used by them for any purpose other than ingress and egress. If bikes, lawn furniture, grills etc. are found in the common areas, including exterior sidewalks and lawn, they may be removed without notice. The Tenants shall be liability for any and all damages associated with the inability for ingress and/or egress due to obstructions not caused by Landlord.
- 16.5 Tenants are to Stay Off of the Roof. Tenants are not permitted on the roof. Other than the fact that it is dangerous to access it, the roof is not designed to allow

Tenants to be on it. Accessing the roof may cause damage to the roof. Tenants agree that the damage caused by accessing the roof is difficult to determine. Inspection and repair costs to the Landlord are estimated to be a minimum of \$600.00. If Tenants, or to their guests or invitees, or any one of them are observed on the roof, Tenants will be charged \$600.00 per person observed on the roof to pay for inspection and repairs. It is understood that this amount is to be treated as liquidated damages and not as a penalty.

- 16.6 Noise. Due to the nature of the location of the Premises in a neighborhood or mixed-use community, no Tenant or guest shall cause excessive noise or disturbance at any time, or operate a radio, television, or stereo as to disturb other tenants or neighbors.
- 16.7 Locks. No additional locks shall be put on any door without permission of the Landlord. Tenant shall not disable any lock within the Premises.
- 16.8 Alterations to Premises. Tenants shall make no changes of any nature in the Premises, including redecoration, without first obtaining consent from Landlord in writing.
- 16.9 Risk of Fire. Tenants shall not engage in any acts which would violate or increase the fire insurance policy on the Premises; nor shall the Premises be used for any illegal purpose.
- 16.10 Outside Furniture. Tenants shall not place or store any upholstered furniture or trash of any kind on the front porch, the roof, or in the yard at any time. Any upholstered furniture or trash of any kind that is placed or stored on the front porch, the roof, or in the yard shall be hauled away and disposed of at Tenants' expense.
- 16.11 Routine Maintenance. Tenants are responsible for normal household maintenance, including replacement of light bulbs, fuses; and cleaning of carpets, sinks, showers, tubs, drains, commodes, etc.
- 16.12 Heating. Tenants shall under no circumstances set the thermostats in the Premises lower than 55 degrees. If any damage to the Premises or building occurs because of disregard for this rule, said damages shall be the responsibility of Tenants, including, but not limited to, any structural damages and costs of remodeling.
- 16.13 Smoke Alarms. Tenants shall be responsible for the replacement of smoke alarm batteries which expire during the Term and for the replacement costs of any fire extinguisher which is discharged or is depressurized during the Term. Tenants shall not disable, unplug, or discard any battery operated or hard-wired smoke alarm or carbon monoxide detector as required by the City of Oxford. Violations may be charged by The City of Oxford (Fire Department or otherwise) directly to Landlord or Tenants. Tenants shall reimburse Landlord for any such costs, including any repairs or replacements.
- 16.14 Lockouts. There will be a \$5.00 charge for the second and each subsequent time Landlord is called to let any of Tenants into the Premises, whatever the reason. Getting locked out of your apartment after regular business hours is not an emergency. The charge to unlock your door is \$35.00 After Hours and is payable at the time of service, or will be billed to Tenant as determined by Landlord.
- 16.15 Parties. Any debris remaining from parties must be cleaned up by 8 a.m. the morning following the party. If Landlord has to arrange for clean-up, Tenants will be billed accordingly.

17 SUBLEASES AND REPLACEMENT TENANTS.

Tenants agree not to sublet said Premises or any part thereof without consent of Landlord. Landlord will not unreasonably withhold consent as long as all Tenants of the Lease unanimously approve the sublet. Tenants also agree that no person other than Tenants will be permitted to reside in the Premises for any length of time without the written consent of Landlord. Tenants may apply for Landlord's consent in writing and for each person they seek to permit to reside in the Premises must include his or her name(s), social security number(s), name of his or her parent/guardian contact(s), home phone, home address, current Oxford phone and current address. The Tenants agree and understand that the Landlord is not responsible for screening or approving the acceptance of the sub-lease tenant. Tenants are responsible for a non-refundable Sub-Lease Processing fee as further described in **Exhibit A 17.0**. In the event one or more the Tenants named in this Lease desires to vacate the Premises, it shall NOT be the obligation of Landlord to find replacement(s). All Tenants, including those who vacate the Premises, will be responsible for all obligations (including unpaid rent) under this Lease. Any assistance provided to Tenants by Landlord in securing replacement Tenants shall in no way excuse Tenants' rent obligation or any other obligations enumerated herein. The replacement Tenant is required to pay Landlord whatever portion of the Deposit that was paid by the vacating Tenant. Any portion of the Deposit owed to vacating Tenant(s) will be refunded after the deposit and rent is secured from the replacement Tenant(s), minus any charge authorized under this Lease.

18 DAMAGES TO THE PREMISES. A list of common charges for damages is provided as further described in **Exhibit A 18.0**. Tenants agree to pay these minimum charges for damages, or as the cost to Landlord, whichever is greater.

18.1 If Landlord's actual cost exceeds any of the minimum charges stated above, Tenants will pay the actual repair or replacement cost.

18.2 In addition to the foregoing common charges, the following is a non-exclusive list of common damages for which, if they occur, Tenants will be charged actual repair or replacement costs:

- (a) Damaged or dirty walls (beyond normal wear/tear)
- (b) Missing smoke alarm(s) or fire extinguisher(s)
- (c) Missing or damaged screen(s) or window(s)
- (d) Professional cleaning of carpet(s)
- (e) Damaged or missing furniture

19 CHARGES DURING TERM. Tenants agree to pay all charges incurred during the Term, for example, but not limited to, for lockouts, repairs required due to Tenants' negligence, etc., upon receipt of an invoice for such charges from Landlord. Invoices not paid within 30 days of Tenants' receipt will accrue service charges in the amount of 10% of the total invoice per month until paid.

20 JOINT AND SEVERAL LIABILITY. Tenants are jointly and severally liable for the performance of all obligations created by this Lease or imposed by law. Each Tenant guarantees the faithful performance of this Lease by all other Tenants. To protect the communication of any issues among all Tenants, each Tenant agrees to allow Landlord, or its Agents, at its discretion, to communicate by email, phone and/or mail, with any Parent,

Guardian, or Representative Contact as listed within the contact information provided by Tenants, or as updated by any Tenant throughout the term of the Lease.

20.1 Roommate Agreement. This Lease is a contract enforceable between the Landlord and Tenants, and is not a contract enforceable by a Tenant against fellow Tenants. For this reason, Tenants are encouraged to create a separate "Roommate Agreement" among the Tenants as to the terms and obligations with one another. This may include the share of rent, utilities, damages, privacy, and/or approval of sublet, if applicable.

20.2 Roommate Remediation. An internal conflict between Tenants is not grounds to terminate the lease or evict a Tenant from the premises. The Landlord is not responsible for resolving Tenant conflicts, including making decisions among one Tenant's rights over another. If the conflict involves the accusation of illegal activity, physical harm, or other misconduct that is said to have occurred in the property, then law enforcement personnel should be involved to the extent needed. The Landlord is not a law enforcement officer and therefore does not have the authority to resolve such matters, although it is advisable to bring any legal matters to the Landlord's attention.

21 LANDLORD'S REMEDIES. Any failure by Tenants to pay rent when due, shall, at the option of Landlord, terminate all rights of Tenants hereunder. In the event that Tenants shall be absent from Premises for a period of ten (10) consecutive days while in default of payment of Rent for at least fifteen (15) days, Tenants shall, at the option of Landlord, be deemed to have abandoned the Premises. None of the provisions contained in this Lease are in lieu of any other legal remedies available to Landlord for non-payment or late payment of rent, or any other default or violation of this Lease, by Tenants.

22 NON-WAIVER. No waiver of any of the covenants or agreements herein contained or any breach thereof by Landlord shall be taken to constitute a waiver of any other subsequent breach of such covenants or agreements or justify or authorize the non-observance at any other time of the same or of any other covenants or agreements hereof.

23 HEADINGS. The section headings herein have been inserted for purposes of reference only, and in no way define, or limit the scope or intent of this Lease or in any way affect this Lease.

24 SEVERABILITY. If all or any part of any term, covenant, provision or condition of this Lease or the application thereof to any circumstance is to any extent held to be invalid or unenforceable, the remainder of this Lease and the terms, provisions or conditions hereof and the application thereof to any circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby and each such other term, covenant, provision or condition hereof shall be valid and shall be enforced to the full extent permitted by law.

25 RENEWAL. This Lease is not automatically renewable. The terms of a new lease for subsequent periods shall not necessarily be the same as this Lease. The Tenants' interest in signing a new lease does not guarantee that an opportunity will be awarded. All requests of Tenants' interest to sign another lease must be in writing.

- 26 AGENCY BROKER. This is to acknowledge and disclose that the owner of the premise has a Leasing Agent and Property Management relationship with CKC Rental Agency, LLC listed with Pamela S. Lindley, an Ohio Licensed Real Estate Broker. CKC Rental Agency, LLC is contractually the Agent of the Landlord obligated for the leasing, management, communication, collection of rent, and all other duties as assigned as representing the Landlord. Tenants do not have any financial responsibility of commission related to this transaction. Tenant acknowledges that he/she is not represented by Agent or Broker in this transaction, or has otherwise written notice of such.

SIGNATURE PAGE TO FOLLOW: