**STANDARD LEASE AGREEMENT**

This Agreement, dated ,20 , by and between an

individual known as Ima Landlord of 5 N Co u1tSt, Athens, Ohio, 45701, hereinafter known as the "Lan dlord",

## AND

An individual known as Ura Student, hereinafter known as the "Tenant(s)", agree to the following:

**OCCUPANT(S):** The Premises is to be occupied strictly as a resi.dential dwelling with only the Tenant(s) mentioned above as the Occupant(s).

**OFFER TO RENT:** The Landlord hereby rents to the Tenant(s), subject to the following tenns and conditions of this Agreement, an apartment with the address of 123 E Main, Athens, Ohio, 45701 consisting of 2 bathroom(s) and 3 bedroom(s) hereinafter know n as the "Premises". The Landlord may also use the address for notices sent to the Tenant(s).

**PURPOSE:** The Tenant(s) and any Occupant(s) may only use the Premises as a residential

dwelling. IL may nol be used for storage , manufacturing of an y Lype of food or producl, professional service{s), or for any commercial use unless othe1wise stated in this Agreement.

**FURNISH[ GS:** The Premises is not furnis hed.

**APPLIANCES :** The Landlord shall provide the following appliances:

Air Conditioner(s), Refrigerator, Stove(s), and all other appliances to be provided by the Tenant(s). Any damage to the Landlord's app lia nces shall be the liability of the Tenant(s), reasonable wear­ and-tear except ed, to be billed directly or less the Security Deposit.

**LEASE TERM:** This Agreement shall be a fixed-pe riod an-angement beginning on August 16 2020 and ending on August 15 2021 with the Tenant(s) being required to move-out at the end of the Lease Term il a new Lease Agreement is not authorized. Hereinafter known as the "Lease Term".

**RENT:** Tenant(s) shall pay the Landlord in equal monthly ins tallments of $975.00 (US Dollars) hereina f ter known as the "Rent". The Rent will be due on the First (1st) of every month and be paid by sending payment to the Landlord's aforementioned mailing address.

**NON-SUFFICIENT FUNDS (NSF CHECKS):** If the Tenant(s) attempts to pay the rent with a check that is not honored or an electronic transaction (ACH) due to insufficient funds (NSF) there s ha ll be a fee of 35.00 (US Dolla rs).

**LATEFEE:** If rent is not paid on the due date, there shall be a late fee assessed by the Landlord in the amount of:

$35.00 (US Dollars) per occu1Tence for each month payment that is late after the 6th Day rent is due.

**FIRST (1ST) MONTH'S RENT:** First (1st) month's rent shall be due by the Tenant(s) upon the execution of this Agreement.

**PRE-PAYMENT:** The Landlord shall not require any pre-payment of ren t by the Tenanl(s).

**PRORATIONPERIOD:** The Tenant(s) will not move into the Premises before the start of the Lease Tenn.

**SECURITY DEPOSIT:** A SecuriLy Deposit in the amount of $975.00 (US Dollars) shall be required by the Tenant(s) at the execution of this Agreement to the Landlord for the fait hful

performance of all the terms and conditio ns. The Security Deposit is to be returned to the Tenant(s)

within 30 days afte r this Agreement has termin ated, less any da\_mage charges **and** without interest. This Security Deposit shall not be credited towards rem unless the Landlord gives their wrinen consenL

**POSSESSION:** Tenant(s) has examined the condition of the Premises and by taking possession acknow led ges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s).

Furthermo re, under such fai lure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenanc(s) along with any other pre-paid rent, fees, including if the Tena nt(s) paid a fee d uring the application process before the execution of this Agreement.

**ACCESS:** Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Te.nant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the co mmon areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Land lord and , if any replace ments are :needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord or a fee will be charged to the Tenant(s) or Lhe [ee wiU be subtracted from Lhe Sec urity Deposit

**MOVE-IN INSPECTION:** Before, at the time of the Tenant(s) accepting possessi on, or shortly thereafter, the Landlord and Tenant(s) shall perform an inspectio n documenting the present

cond itio n of all appliances, fixtures, furniture, and any existing damage within the Premises.

**SUBLETTING:** The Tenant(s) shall not have the right to sub-let the Premises or any part thereof withou t the prior wr itten consen t of the Landlord. If consent is granted by the Landlord, the Tenant(s) will be respo nsib le fo r all actions and liabiUties of the Sublessee inclu ding but not limited to: damage to the Premises, non-payment of rent, and any eviction process (In the event of an eviction the Tenant(s ) shall be responsible for all court filing fee(s), representation, and any other fee(s) associated with removing the Sublessee). The consent by the Landlord to one sub-let shall not be deemed to be consent to any subsequent subletting.

**ABANDONMENT:** If the Te nant(s) vacates or abandons the property for a time-period tha t *is* the min imum set by State law or seve n (7) days, whic heve r is less, the Landlord sha ll have the right to tenninate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.

**ASSIGNMENT:** Tenant(s) shall not ass ign this Lease without the prior written consent of the Landlor d. The consent by the Landlord to one assignmen t shall not be deemed to be consent to any subsequent assignment.

**PARKING:** The Landlord shall provide the Tenant(s) 1 Parking Space. The Landlord shall not charge a fee for the 1 Parking Space.

RIGHT OF **ENTRY:** The Landlord shall have the right to enter the Premises during no rmal working hours by providing notice in accordance with the minimum State requirement in order for inspecLio n , make necessary repairs, alterations or improvemenLs, to s upply serv ices as *agreed* or for any reasona ble purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

**SALE OF PROPERTY:** If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if Lhere is a new Ma nage r, their comact derails for repairs and ma intenance shall *be* forwarded. If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant(s) .

**UTILITIES:** The Landlord shall not pay for any of the utilities and services and will be the responsibility of the Tenant(s).

**MAINTENANCE, REPAIRS, OR ALTERATIONS:** The Tenant(s) shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination here-of, in as good conditi o n as received, normal wear and tear excep ted. The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of rhe building. If the Premises incl udes a washer, dryer, freezer, dehumidifie r unit and/or air condi tion ing unit, the Landlord makes no warranty as to the repair or replacement of units if one or al l shall fail to

operate. The Landlord will place fresh batteries in all battery-operated s moke detectors when the

Tenant(s) moves into the premises. After the initial placement of the fresh batteries it is the responsibili ty of the Tenant(s) Lo replace baueries when needed. A monLhJy "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

**EARLYTERMINATION:** The Tenant(s) may not be able to cancel this Agreement unless the Tenant is a victim of Domestic Violence, in such case, the Tenant may be able to cancel in acco rdance wiLh any lo cal, s late, o r federal la\\fS.

**PETS:** The Tenant(s) shall be allowed to have:

One (1) pet on the Premises consisting of Cats, Dogs, Fish, Hamsters, with no other types of Pet(s) being allo vJed on the Pre mises or comm on areas, hereinafter known as the "Pet(s)". The Tenant(s) shall be required to pay a pet *fee* in the amount of $2.50 which is refundable at the end of the Lease Term only if there is no damage to the Premises that is caused by the Pet(s). The Tenant(s) is responsible for all damage that any pet causes, regardless of owners hi p of said pet and agrees to restore the property to its original condition at their expense. There shall be no limit on the weight of the pet. pounds (Lb.).

**NOISE/WASTE:** The Te nant(s) agrees not to commit waste on the premises, maintain, or permit to be mainta ined, a nuisa nce thereon, or use, or permit the premises to be used, i\_n an unlaw ful manne r. The Tenanl(s) further agrees to abide by any and all local, county, and State noise ordinances.

**GUESTS:** There shall be no other persons living on the Premises other than the Tenant(s) and any Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for *more* than forty-eight ho urs unless otherwise approved by the Lan dlor d.

**SMOKING POLICY:** Smoking on the Premises is prohibited on the entire property, including individual units, common areas, every building and adjoining properties.

**COMPLIANCE WITH. LAW:** The Te nan t(s) agrees that during the term of the Agreement. to promptly comply with any present and future laws, ordinances, orders , m les, regulations, and requiremenLs of Lhe Fe deraJ, S tale, County, Cily, and Municipal governmenl or any of Lheir departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlo rd, or both.

**DEFAULT:** If Lhe Tenan L( s) fails Lo comply wilh any of the financial or malerial provisions of lhis Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fai ls to comply with any duties imposed on the Tenant(s) by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non­ compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlo rd may terminate this Agreement If the Tenant(s) fails to pay rent when due and the default con tinues for the time-period specified in the written notice thereafter, the Landlord may, at t11eir option, declare the entire balance (compiling all montl1s applicable to this Agreemen t) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenam(s) will be in default i.f: (a) Tenant(s) does not pay rent or other amounts that are owed in accordance with respective State laws; (b) Tenant(s), their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Temmt(s) abando ns the Premises; (d) Tenant(s) gives incorrect or false information in the rental application; (e) Tenant(s), or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or poLe ntial physical harm Lo a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant(s), guests, or Occupanc(s) while on the Premises andfo r; (g) as otherwise allowed by law.

**MULTIPLE TENANT(S) OR OCCUPANT(S):** Each individual that is considered a Tenant(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constit utes not ice *to* the Tenant(s). Notices and requests from the Tenant(s) or any one of the Ocrupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). ln eviction suits, the Tenant(s) is considered the agent of the Premise for the service of process.

**DISPUTES:** If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

**SEVERABILITY:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unen forceable, neither the remainder of th\_is Agreement nor the application of the provision to other persons, entities or circumstances shall be affec ted thereby, but instead shall be enforced to the maximum ex tent permitted by Jaw.

**S URRENDER OF PREMISES:** The Tenant(s)has surrendered the Premises when (a) the move­ out dale has passed and no one is living in the Premise within the Landlord'sreasonable judgment; or (b) Access to the Premise have been tw·ned in to Landlord - whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Premise in bener or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tea r thereof, and damages by the elements excepted.

**RETALIATION:** The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities,failure to repair appliances or fixtures,or any other type of act that could. be considered unjustified.

**WAIVER:** A Waiver by the Landlord for a breach of any covenant or duty by the Tenant(s), under this Agreement is not a waiver for a breachof any other covenant or duty by the Tena nt(s), or of any

subsequent breach of the same covenant or duty·. ·o provision of this Agreement shall be

considered waived unless such a waiver shallbe expressedin writing as a formal amendment to this Agreement and executedby the Tenant(s) and Landlord.

**EQ U AL HOUSING:** If the Tenant(s) possess(es) any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impaim1entof the Tenant(s) is/are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriateroute for providing the modifications to the Premises.

**HAZARDOUS MATE RIALS:** The Tenant(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substancehaving flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises,other than for eveiy <lay cooking or the needof an appliance, includesbut is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

**WATERBEDS:** The Tenant(s) is not permitted to fu rnish the Premis es with waterbeds.

**INDEMNIFICATION:** The Landlord shall not be liable for any damageor injury Lo the Tcnant(s), or any other person, or to any property,occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenanl(s) agrees lo hold the Landlord ham1less from any claims or damages unless cause d so le ly by the Landlord's neg.lige nce. It is recommended that renter's insurance be purchased at the Tenant(s)'s expense.

**COV ENANTS:**The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

**NOTICES:** Any notice to be sent by the Landlord or the Tenant (s) to eac.h other shall use the following mailing addresses:

## Landlord's/ Agent's Mai]ing Address

Im a Laodlord

5 **N** Court St, Athens,Ohio, 45701

## Tenant(s)'s Mailing Address

Ura Srudent

123 E Main, Athens,Ohio, 45701

# **AGENT/MANAGER:** The Landlord. does not have an Agent or Manager and all contact in regard to any repair, maintenance, or complaint must go through the Landlord through the following contact information:

Landlord's Phone Number: xxx-xxx-xxxx Email: XXX

# **PREMISES DEEMED UNINHABITABLE:** If the Propet1y is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

**SERVICEMEMBERS CIVIL RELIEF ACT:** In the event the Tenant(s) is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant(s) receives permanent change of station (PCS) orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, is ordered into military housing, or receives deployment orders, then in any of these events, the Tenant may tem1inate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant sha1J also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change which warrants termination under this clause. The Tenant will pay prorated rent for any days which he/she occupies the dwelling past the beginning of the rental period.

The damage security deposit will be promptly returned to Tenant, provided there are no

damages to the Premises.

**LEAD PAINT:** The Premises was not constructed before1978 and therefore does not contain lead­ based paint.

**GOVERNING LAW:** This Agreement is to be governed under the laws located in the State of Ohio.

**ADDITIONAL TERMS AND CONDITIONS:** There are no further tem1s or conditions that will be added to this Agreement other than any attachments or addendums attached.

# **ENTIRE AGREEMENT:** This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term.

The parties have agreed and executed this agreement on xx/xx/xxxx

## LANDLORD(S) SIGNATURE

**AMOUNT** ($) **DUE AT SIGNING**

Security Deposit:

First (1st) Month's Rem:

Pet Fee{s):