

## LEASE AGREEMENT

### PARTIES:

This agreement made in Athens, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between SUN HAVEN PROPERTIES, LTD. of Athens, OH, Landlord, and the following  
individual(s),

\_\_\_\_\_  
Tenant(s).

**LEASED PREMISES:** The Landlord leases to the Tenant(s) living accommodations in the premises known as \_\_\_\_\_, College Park Condominiums, 247 W. Union St. Athens, OH.

**LEASE TERM:** Tenant(s) shall occupy the leased premises for a nominal 1-year term. The lease period shall begin at 9 am on the Saturday prior to the first day of summer classes at Ohio University and shall end at 12 noon the day after undergraduate commencement the following year. Therefore, the lease will begin the 16<sup>th</sup> day of *June, 2012*, and end on the 5<sup>th</sup> day of *May, 2013*, unless Ohio University changes the currently published calendar.

**RENTAL PAYMENTS:** Tenant(s) shall pay to Landlord the total sum of **\$13,035.00** for the entire term of this lease, payable in the amount of **\$3555.00**, on the first day of the following months: *June 2012, September 2012, December 2012, and \$2370.00*, on the first day of *March 2013*. Rental payments shall be made to SUN HAVEN PROPERTIES, LTD. A \$5.00 per day penalty will be paid by Tenant(s) for late payment of rent, and \$15.00 for any returned check in addition to cancellation charges by Landlord's bank.

**SECURITY DEPOSIT:** The amount of **\$1185.00** has been received by Landlord as security to assure faithful performance of this agreement by Tenant(s). Landlord shall return the security deposit, less any warranted deductions, to the Tenant(s) within thirty (30) days of the completion of the three following events: (a) the termination of this lease, (b) Tenant's return of possession (including all keys and parking passes), and (c) Landlord's receipt of the forwarding address(es) of Tenant(s). In no event will the security deposit be credited to rent or will a refund be made prior to the end of the term of this lease. Upon termination of this lease, the security deposit may be applied toward the costs to correct damages caused by Tenant(s) or their guests, or to unpaid rent, cleaning, hauling and other expenses resulting from the failure of Tenant(s) in meeting their obligations as specified in this contract. Such deductions shall be itemized by the Landlord and mailed to Tenant(s) at the address(es) provided by Tenant(s).

### TERMS and CONDITIONS:

It is agreed by the parties that this lease is subject to the following terms and conditions:

1. Tenant(s) shall use the leased premises only as a dwelling and shall not conduct a trade, business, or occupation, and Tenant(s) shall not use the premises for any unlawful purpose.
2. Tenant(s) shall not partially or entirely sublet or assign this lease.

3. Tenant(s) shall not make any changes or alterations of any kind in or to any portion of the premises, including the walls, floors, ceilings, windows, doors, fixtures and appliances in the premises without prior written consent of Landlord.

4. Tenant(s) shall place all garbage and other waste materials in garbage cans or other suitable receptacles provided by College Park Condominiums, which are situated outside.

5. Tenant(s) shall not keep or allow any pets of any kind in or around the leased premises.

6. Tenant(s) shall not permit overnight occupancy of the leased premises by persons other than Tenant(s) for a period longer than three consecutive days. This provision is intended to permit overnight or weekend guests but to prohibit the continued occupancy of the premises by persons other than tenants.

7. Tenant(s) shall permit Landlord, or its agents, to enter the leased premises at reasonable times during daylight hours to inspect or to make necessary repairs or at any time in case of fire or other emergency for the protection of the interest of tenants and/or Landlord. Landlord shall not abuse its right of access.

8. Tenants shall be responsible for making all arrangements for the commencement and termination of all utility services to the leased premises, except water, sewerage, and trash removal, which will be paid by Landlord.

9. Tenant(s), with the cooperation of Landlord, will complete a check-in sheet, recording any damages or defects in the unit at or about the move-in time. If Tenant(s) fail to complete a check-in sheet, Tenant(s) agree that the unit is in good and acceptable condition and repair. At the end of the lease term, Tenant(s) shall surrender and return the leased premises and any furnished contents to Landlord in normal move-in cleanliness and state of repair. In the case that professional cleaning or repairs are required to correct deficiencies at the end of the lease period, the charges will be \$40 per hour or less. Tenant(s) shall, upon vacating the leased premises, deliver the keys and parking passes to SUN HAVEN PROPERTIES, LTD.

10. Tenant(s) shall immediately contact Landlord upon recognition of a problem. Landlord shall be responsible for normal repairs and maintenance. Tenant(s) shall be responsible for payment of any repairs or maintenance required as a result of the act or neglect of Tenant(s) or the act or neglect of guests of Tenant(s).

11. Tenant(s) will not put locks on any doors including bedroom doors unless arrangements are made to utilize a locksmith designated by Landlord. Any such lock will be forfeited to the Landlord at the termination of the lease.

12. Waterbeds are not permitted due to their weight and potential for water damage due to leaks.

13. Tenant(s) shall not use adhesives to attach any items to the walls of the unit. Picture hooks (hook-nail type) may be used. Screws are not permitted. Tenant(s) shall contact Landlord for other recommendations, as needed.

14. Tenant(s) shall immediately report any leaking water to Landlord. Tenant(s) shall keep all plumbing fixtures clean and operable and shall not dispose of grease or foreign objects in any sink or any drain.

15. Tenant(s) shall use and operate all electrical and plumbing fixtures properly.

16. Tenant(s) shall comply with the College Park Condominiums By-Laws, where applicable, and all applicable state and local housing, health, and safety laws and codes.

17. Tenant(s) shall refrain, and forbid any other person who is on the premises, from

Landlord initials \_\_\_\_\_

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Tenant(s) initials \_\_\_\_\_

intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, furniture or other part of the premises belonging to Landlord.

18. Tenant(s) shall maintain in clean condition and good working order any range, washer, dryer, refrigerator, fire extinguisher, smoke alarm or other appliances supplied by Landlord. Tenant(s) shall provide their own vacuum and cleaning supplies in order to maintain the condition of carpets and other floor coverings.

19. The conduct of Tenant(s) shall be in a manner that will not disturb neighbors or other tenant(s) in the peaceful enjoyment of their premises.

20. Tenant(s) shall not unreasonably withhold consent for Landlord, its employees, contractors, or agents to enter the premises to inspect, make ordinary, necessary or agreed repairs or improvements, or to exhibit the premises to prospective or actual purchasers or tenants.

21. Tenant(s) shall immediately notify Landlord of any damage to the premises, or damage or malfunctioning of appliances, including smoke alarm and fire extinguishers, furnishings or facilities provided by Landlord by calling (740) 594-7924.

22. Tenant(s) shall maintain heat in the premises at all times sufficient (thermostat set at a minimum of 55° F) to prevent freezing of pipes, appliances, or other contents of premises. Repairs caused by the acts or neglect of Tenant(s) resulting in freezing in the premises shall be paid by Tenant(s).

23. Tenant(s) shall maintain the premises in a safe and sanitary condition, and cooperate with other tenants in maintaining common areas inside or outside any building in a similar safe and sanitary condition.

24. Tenant(s) shall assume risk of loss for all personal items. Contents of dwelling belonging to Tenant(s) are not insured by Landlord. Renter's insurance can be purchased by Tenant(s).

25. This is a non-smoking unit. No smoking by Tenants or their guests is permitted.

EACH AND EVERY TENANT SHALL BE JOINTLY AND SEVERALLY LIABLE FOR EACH OBLIGATION IMPOSED BY THIS LEASE OR OTHERWISE IMPOSED BY LAW.

The foregoing statements, terms, and conditions are all part of this lease and shall be binding on the respective heirs, successors, representatives and assigns of each tenant.

\_\_\_\_\_  
1) Tenant's Signature

\_\_\_\_\_  
3) Tenant's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
2) Tenant's Signature

Landlord: SUN HAVEN PROPERTIES, LTD  
6886 Beechwood Dr, Athens, OH 45701

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_