

# OUApartments.com

36 South Court Street, Suite 101  
Athens, Ohio 45701  
740-592-4422

Document Number \_\_\_\_\_

## **I. APARTMENT LEASE**

BY THIS AGREEMENT, made at Athens, Ohio, on \_\_\_\_\_  
by and between OU Apartments, 36 South Court Street, Suite 101, Athens, Ohio 45701,  
hereinafter referred to as "LESSOR" and the following individuals:

\_\_\_\_\_  
hereinafter referred to as "LESSEE" (whether one or more than one); Lessor demises,  
lets, and leases to lessee the apartment unit situated in the City of Athens, Athens County,  
Ohio, known as \_\_\_\_\_ Reference Number \_\_\_\_\_ located at \_\_\_\_\_  
Apartment \_\_\_\_\_ Where there is more than one lessee, all obligations hereunder  
shall be joint and several.

## **II. TERM**

The Term of this lease shall be for days over a month period with possession of the  
premises commencing at 11:00 AM on \_\_\_\_\_ and ending at 11:00 AM on \_\_\_\_\_  
Upon the signing of this lease, the tenant evidences the intent to be  
bound by all terms and/or conditions of the lease

## **III. RENT:**

Lessee shall pay to Lessor, its successors and assigns, the sum of \_\_\_\_\_ dollars  
as rent for said premises, in \_\_\_\_\_ monthly installments in accordance with  
Schedule A, in advance on or before 5:00 P.M. on the 1<sup>st</sup> day of each month of the Lease  
term. Payments shall be mailed or delivered to Lessor at 36 South Court Street, Suite 101  
Athens, Ohio 45701, or to such other place or person as Lessor shall specify in writing  
delivered to the leased premises. The first and last month's rent shall be paid on the  
commencement of this lease. In the event of occupancy prior to the first day of the first  
full month of the Lease term, rent shall be prorated and paid in advance for the first  
partial month of prior occupancy. Acceptable payment will be in US funds by Cash,  
Personal Check, Cashiers Check, or Money Order.

#### **IV. LATE CHARGE**

The parties acknowledge that performance of Lessor's financial obligations requires timely payment of rentals by the Lessee and that each day of delay increases Lessor's cost of doing business. Such costs are difficult to precisely measure but the parties agree that Five Dollars (\$5.00) per day is a reasonable approximation of Lessor's loss. Lessee therefore agrees to pay to Lessor a charge of Five Dollars (\$5.00) per day for each day that the monthly rental remains unpaid after the due date thereof. If more than one month's late fees remain unpaid at one time, each month accumulates late fees individually (month one is accumulating late fees at the rate of \$5.00 per day; month two is accumulating an additional \$5.00 per day at the same time.) In addition, interest will be charged on unpaid balances at the rate of 2% per month.

#### **V. SECURITY DEPOSIT**

Lessee shall deposit with Lessor, upon the signing of this Lease, the sum of (*equal to one month rent*) Dollars as a Security Deposit to assure the performance by Lessee of all terms and conditions of this Lease. No portion of the Security Deposit shall be considered as a substitute for, or in lieu of, any rental installment due hereunder or any other charges currently payable by Lessee during the term of this Lease. Upon termination of this Lease, Lessor may apply the Security Deposit to payment of past due rent, to payment of damages that Lessor has suffered by reason of Lessee's non-compliance with Section 5321.05 of the Ohio Revised Code, and to payment for damages caused by Lessee's non-compliance with the terms of this Lease. Such damages shall include payment for restoration of extraordinary wear and tear, broken windows, damages to walls, stains on carpets, the cleaning and/or repairing of appliances, and such other damages as shall have occurred during or are attributable to Lessee's tenancy. The Security Deposit, or the balance thereof after deduction for the payments provided for herein, shall be refunded to Lessee within thirty (30) days after termination of the Lease and delivery of possession to Lessor, provided that the Lessee shall have delivered to Lessor written notice of Lessee's forwarding address. Lessor shall provide Lessee with a written account of amounts deducted from the Security Deposit for rent or damages, if any. Lessee agrees that breach of this lease shall result in forfeiture of Security Deposit at the sole discretion of Lessor. After the signing of the Lease and payment of Security Deposit, Lessee may forfeit the Security Deposit for failing to take possession of the premises in conjunction with failing to pay rent.

#### **VI. RETURNED CHECKS**

If any payment of Lessee's obligations hereunder shall be dishonored or refused by the drawee financial institution for any reason not directly attributable to Lessor, Lessee shall pay to Lessor a service and handling charge of Fifty Dollars (\$50.00) for each such item for each occurrence. Rental payments unpaid by the drawee bank shall be deemed not to have been received until finally paid by Lessor. In such event, late charges payable hereunder shall be due for such period of time as shall have elapsed after the due date for such rental payment.

## **VII. OCCUPANTS**

The premises shall be used for personal residence purposes only and shall be occupied only by the Lessees named herein. Lessee shall not use, nor let or allow the premises or any part thereof to be used for any unlawful purpose nor be used in any loud, noisy, boisterous or other manner offensive to any other occupant of the building or neighborhood.

## **VIII. AVAILABILITY**

The Premises may be occupied at or after 11:00AM on the first day of the lease. If the premises are not fully available for occupancy upon the date agreed or specified in the Lease for any reason whatsoever, or if any government agency terminates tenancy of the premises for any reason, the Lessee shall not have cause for any damage, except for a rebate of rental for the period the premises are untenable. This rebate shall be computed based on the monthly rental prorated for the number of days the premises are untenable.

Lessor shall have the exclusive right to substitute comparable unit in lieu of rebate.

## **IX. FACILITIES & LIABILITY**

Lessee accepts the premises in their present condition as detailed in the preoccupancy inspection form completed by the parties prior to entering into possession of the premises except for such matters as shall be corrected by Lessor upon mutual written agreement of the parties. The personal property of Lessees, their guests and invitees, shall be on the premises at Lessee's sole risk. It shall be Lessee's sole responsibility to obtain tenant's liability and personal property protection insurance. Lessee acknowledges that Lessee's contents are not covered by the Lessor's hazard insurance policy. To the extent not prohibited by law, Lessee releases Lessor from any loss, cost or liability arising out of Lessee's occupancy of the premises except insofar as the same may be directly attributable to the negligence of the Lessor or Lessor's agents.

## **X. INSPECTION AND REPAIRS**

Lessor, or its agents, shall have the right to enter the premises inspect the same, to make necessary repairs, or to exhibit the premises to prospective or actual tenants, purchasers, mortgagees, workmen or contractors and, in the case of fire or other emergency, for protection of the premises and the building of which the same shall be a part, such entry shall only be at reasonable times upon reasonable notice except in the case of emergency or impracticability. Otherwise, such notice shall be at least twenty-four (24) hours in advance.

## **XI. ENTERING PREMISES**

Lessor may permit agents of governmental entities and/or emergency personnel to enter the premises without any notice to Lessee.

## **XII. PARKING - FURNITURE**

Lessor shall provide to Lessee no (zero) parking spaces. Off street parking is available for this property. Use of parking facilities shall be subject to such reasonable rules and regulations as the Lessor shall from time to time prescribe. Rent for off street parking where applicable is separate from this lease. Parking is rented on a first come first served basis. Lessor shall provide the premises.

## **XIII. RULES AND REGULATIONS**

Lessor shall from time to time prescribe various uniform rules and regulations for the preservation of the premises and for the quiet and peaceful occupation and enjoyment of the same by all of the tenants of the building of which the leased premises are a part. Lessee acknowledges receipt of a copy of the current rules and regulations delivered to Lessee prior to execution of this Lease. The rules and regulations may be amended from time to time. Amendments shall become effective upon delivery of a copy thereof to the Lessee's premises. Failure by the Lessee, or Lessee's invitees, to abide by the rules and regulations shall be deemed to be a breach of this Lease. Lessee hereby agrees to abide by all local code requirements.

## **XIV. UTILITIES**

Lessee shall be responsible and pay for all public utilities used, consumed or wasted on the premises, including and the extent that such services are not able to be billed directly to lessee by the respective utility providers, lessee shall pay and reimburse lessor for lessee's pro-rata share of such utilities. The pro-rata share will be billed to lessee beginning (lease start date) & ending (lease end date) with no adjustment for partial vacancy of the unit. Lessor currently bills Lessee for the following utilities: water, sewer and trash.

Thermostat shall be set no lower than 60 degrees Fahrenheit during the winter months to avoid freezing water lines.

## **XV. VACATING PREMISES**

Upon termination of this lease, Lessee shall vacate premises at or before 11:00AM on the last day of the lease. Lessee shall leave the premises in the same condition, natural wear and tear excepted, as upon its entry on the same, with any necessary cost or expense in cleaning, or for damages caused by Lessee, to be deducted from the Security Deposit or to be charged against Lessee. No rebate will be made for vacating apartments prior to the end of the rent period unless the premises shall have been re-rented, in which case Lessee shall be credited with the actual rent savings attributable to such re-renting. Should Lessee fail to vacate the premises by the specified time and date without prior written approval from Lessor a penalty of \$250 per day (or part thereof) - plus all actual expenses incurred by Lessor to accommodate incoming tenants.

## **XVI. ASSIGNMENT AND SUBLETTING**

Lessee understands there shall be no assignment or subletting of premises during the term of this Lease without the prior written approval of Lessor. If one of the Lessees vacates the premises prior to the end of the Lease, all of the Lessees, including the vacating Lessee, shall be fully responsible for all obligations hereunder.

## **XVII. DEFAULT**

If the rent, or any part thereof, shall remain unpaid for ten (10) days after it shall become due, and without any demand therefore, or if the Lessee shall fail to keep and perform any of the terms, agreements, and covenants herein specified to be fulfilled by Lessee, it shall be lawful for Lessor to re-enter said premises and repossess the same as is the Lessor's right prior to the execution of this Lease; and thereupon this Lease, and everything herein contained on the Lessor's behalf to be performed, shall cease, terminate, and be void. In the event of said default by Lessee, all rental installments for the remainder of the term of this Lease shall immediately become due and payable at the option of the Lessor, without notice or demand, said notice and demand being hereby expressly waived by Lessee. Lessee also agrees to pay all Attorney fees that may arise.

## **XVIII ABANDONMENT AND RELETING**

If Lessee shall abandon the leased premises or quit and vacate the leased premises, voluntarily or involuntarily, the same may be relet by the Lessor for such rent and upon such terms as the Lessor may deem reasonable. In the event of such reletting, Lessee shall be and shall remain liable for any deficiency in rent, and expenses incidental to such reletting, and for any damages which Lessor may have sustained by virtue of Lessee's use and occupancy of the leased premises. If Lessee shall have abandoned personal property, involuntarily or voluntarily, Lessor, at Lessor's option, may remove and store the same (or dispose of the same, if Lessor, at Lessor's sole option, deems the same to be valueless) or Lessor may sell the same for any amount of money without public notice or legal process to any party and deduct the net sale proceeds from the balance owed to Lessor by Lessee under this Lease Agreement.

## **XIX. PERSONAL GUARANTEE OF LEASE**

If Lessor shall require one or more guarantees of Lessee's performance, then Lessor's obligation shall be contingent upon Lessor's acceptance and approval of the required personal guarantee in its entirety duly signed by the Guarantor or Guarantors.

## **XX. OWNER; NOTICES**

The name and address of the property owner/manager to whom all notices related to this Lease shall be directed is as follows:

OUpartments  
36 S Court St. Suite 101  
Athens, Ohio 45701  
(740) 592-4422

All notices to the Lessee shall be delivered to the Lessees at the leased premises.

IN WITNESS WHEREOF, the Lessor and Lessee have signed this Lease on the dates written below:

LESSOR: OUApartments

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

**LESSEE:**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**LESSEE:**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**LESSEE:**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**SCHEDULE A**  
**Lease Payment Due Dates**

**Document Number**

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Date Due

Total Amount Due

# OU Apartments

## Apartment Rules and Regulations

- NO LOUD MUSIC
- NO LOUD OR BOISTEROUS GATHERINGS
- No waterbeds except where specified.
- No 'open door ' parties.
- No pets of any kind.
- No additions to structure (i.e. ceiling fans, shelves, etc.) without written permission from landlord.
- No alteration to the apartment (i.e. painting, blinds, etc.) without written permission from landlord.
- Pictures and wall hangings will be hung only by hooks authorized by landlord.
- Mounting Tape for any use is strictly prohibited.
- **Tenants will be held responsible for damages caused by the failure of the tenant to notify the landlord of a maintenance problem.**
- Extension cords, except those having circuit breakers and multiple outlet plugs, are prohibited.
- The use of oil lamps or the storage of flammable materials within the apartment is prohibited.
- Overnight guests who occupy the apartment for more than three consecutive nights or during the tenants' absence must register with the rental office.

THANK YOU!



**LEASE ADDENDUM - A**  
**SMOKE DETECTORS & FIRE EXTINGUISHERS**

This addendum is incorporated in and made part of the Lease between the landlord and tenant whose names and signatures appear below, for the dwelling unit identified below and on the Lease to which this addendum is attached.

1. The landlord shall supply smoke detectors and fire extinguishers as required by City Housing Codes. All smoke detectors and fire extinguishers shall be properly installed and checked to ensure that they operate properly at the beginning of the term of the Lease.
2. The tenant is responsible for providing a continuing source of power (batteries or house current) and for inspecting and testing the smoke detectors to see if they operate properly. The tenant may not remove batteries from a detector or disconnect it from power or remove, move, cover, or in any way interfere with the proper operation of a smoke detector.
3. If a smoke detector is found to be inoperable for any reason, the tenant must notify the landlord in writing immediately.
4. The landlord must repair or replace any smoke detector reported to be inoperable within 48 hours of receipt of notice that it is inoperable.

Tenant Signature \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Landlord Signature \_\_\_\_\_

Address of leased dwelling unit: