

LEASE AGREEMENT

Uptown – N- High Rentals, L.L.C.
P.O. Box 572
Oxford, OH
513-524-2222

THIS AGREEMENT made this _____ day of _____, by and

between Uptown –N- High Rentals, LLC, herein collectively called “Landlord”, and the person(s) named

In this lease agreement “we” and “us” refers to the lessor and “you” and “your” refers, jointly and severally, to all persons lists as “Lessee” above. The property Manager under contract with the lessor to manage this property, has the full authority of the lessor to execute this Lease Agreement, you and we agree to following:

1. **NOTICES, RENT, DEPOSITS AND COMMUNICATIONS TO LANDLORD:** Any notices that you are required by law to give us shall be addressed to us. All rent, deposits, and other payments shall be made payable to us and mailed to: **P.O. Box 572 Oxford, Ohio 45056**. You shall contact us on any notices, communications or other matters you are required to make to us under this Lease.
2. **NOTICES, DEPOSITS AND COMMUNICATIONS TO TENANT:** Upon signing this Lease, you shall provide us, in writing, a current address and telephone number where Tenant(s) may be contacted prior to the commencement of the Lease Term. You shall also provide, in writing, a forwarding address and telephone number as well as a forwarding address and telephone number on the Tenant Information Sheet.
3. **LEASED PREMISES:** We hereby agrees to rent to you the real property located in the City of Oxford, County of Butler, State of Ohio, described as follows: _____ “Premises or Leased Premises” as referred to in the Lease includes the building, any porches, balconies or patios attached to the building, stairwell areas, and any common grounds used by you. “Premises” or Leased Premises” does not include attached garages, detached garages or storage areas of any kind, unless specifically indicated on the Lease Agreement.
4. **TERM OF LEASE :** The term of this Lease commences on Determined at time of signing, starting at 9 a.m. move-ins will be by appointment only and this lease will terminate Determined at time of lease signing, at 11:59 p.m., hereinafter referred to as the “Lease Term”. It is understood that this Lease is for the entire Term regardless of whether you are transferred, ceases to be enrolled in a college or university in Oxford, Ohio, or for any other reason is unable to continue occupying the Premises. Accordingly, your obligation to pay rent hereunder (and the Guarantor(s) obligation to ensure payment of the same) shall continue for the entire Term of this Lease and until all sums due us hereunder have been paid in full.

We will exercise our best efforts to deliver possession of the premises upon commencement of this Lease, but will not be liable for failure to do so. Any such failure will not modify this Lease except that, at your option, we will provide secondary facilities until delivery of possession of said location.

We reserves the right to deny possession of the Leased Premises at the commencement of the Lease Term if the first installment of rent as agreed to in Section 5 has not been paid in full. Said denial of possession

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shall in no way alter or void said Lease other than possession shall be delayed until full payment of first installment of rent is received by us.

5. **RENT:** You shall pay us the sum of Determined by the Property Address being leased (different properties lease for different amounts) Dollars (\$ _____) in consideration for this Lease and the Lease Term. Payment for said rent of the Premises shall be made in 2 payments as follows:

\$ _____ on or before August 1, _____

\$ _____ on or before December 1, _____

Late rental payments shall be subject to a late charge when more than five (5) days past due of \$5.00 plus \$5.00 per tenant per day thereafter. The total amount of late fees shall not exceed the total amount of late rent. Payment of the late charge shall not cure any default of this Lease by you, nor shall our acceptance of rent past due or late charges be considered a waiver of any default of yours, including our right to eviction proceedings. Any rental payments made by check shall be charged a handling fee of twenty-five dollars (\$25.00) if the check is returned unpaid. If any installment of rental payment under this Lease Agreement is not paid within thirty (30) days when due, the entire amount of rent on this Lease Agreement along with any late fees shall become due and payable immediately at the option of the Landlord.

6. **RENEWAL AND HOLDOVER:** This Lease will not automatically renew. Each tenant shall pay fifty dollars (\$50.00) rent each day you occupy the Premises or otherwise holds over after the expiration of the Lease Term.

7. **REMEDIES:** If your monthly rental installment is late, or unpaid, or if we discovers that you have made a false statements on your rental application, or if you vacate the Leased Premises prior to the termination of this Lease, or if you violate any of the other terms or conditions of this Lease, or any of the rules of the Leased Premises, we may, at time, enter and take possession of the Leased Premises, sue for and recover all the rent earned to that date, and re-rent the Leased Premises for the remainder of the term of the Lease at the best rent we can obtain at that time. You agree that you will jointly and severally liable for any deficiency or for the full amount of rent we are unable to re-rent the Leased Premises for those months remaining of the term of the Lease.

Every demand for rent after it falls due will have the same effect in law as if made at the time that such rent fell due. The remedies provided to us in this Lease are in addition to and do not limit or supersede, any remedy at law of at equity, which may be available to us.

8. **UTILITIES:** You are responsible for all utility bills incurred by the reason of the occupancy of the Premises except _____ for the Term of this Lease. You hereby authorizes the usto place all utilities in your name by signing this Lease Agreement should you fail to do so. You shall be responsible for telephone service hookup, repairs, monthly charges and all other associated costs, and cable television service hookup, repairs, monthly charges and all other costs should you desire those services.

When you vacate the Leased Premises then you are responsible for having the utilities taken out of your name. Form the date utilities are turned off by cancellation or otherwise, it is presumed that you have abandoned the Leased Premises then we may enter and take possession. Any damages from utilities being turned off until we gains possession shall be paid by you. If disconnected, utilities are reasonable management overhead fee, to you. Should you fail to pay these charges, it shall constitute a breach of this Lease and may result in eviction.

9. **SECURITY DEPOSIT:** You shall deposit Determined Byt the property being leased (generally 400.00 per person is the security deposit that is required) (\$ _____) with us upon entering this Lease.

The deposit is security for the faithful performance by you of this Lease. The deposit will serve as a fund from which we have the option to obtain partial or full reimbursement for any amounts that you are obligated to pay as rent, damages, or otherwise under this Lease or under the law. We may obtain such reimbursement without

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prejudicing any other available remedies or rights, including Landlord's right to possession of the Premises for nonpayment of rent. In the event that Landlord obtains any reimbursement out of the deposit fund, upon notice, you shall immediately redeposit the same amount so that the total security deposit remains unchanged.

If we repossesses the Premises because of abandonment, default or breach of this Lease by you, we may apply the security deposit to all damages suffered to the date of repossession. We may also retain the balance of the security deposit to apply to damages that my accrue or be suffered after the date of repossession by reason of your default or breach of this Lease.

- 10. NON-WAIVER:** No waiver by Landlord of any breach of any promise in this Lease will be deemed a waiver of that breach or any later breach of that promise or any other promise in this Lease. Our acceptance of rent will not be deemed a waiver of any earlier breach by you, of any promise in this Lease even if we do know about the breach at the time we accept the rent. No promise in this Lease will be deemed waived by you or us unless the waiver is in writing and signed by Both the you and us. Our receipt of any other sum of money, or any other consideration paid by you after the termination of this Lease after us giving you notice of any termination or after starting legal action against you, will not reinstate, continue or extend this lease or in any way effect any other rights we may have in law or in equity or as a result of default of this Lease by you.

We will return the security deposit less permissible itemized deductions to you at your forwarding address that you must provide to us. You shall forfeit any amount of the security deposit that we are otherwise obligated to refund if you fail to provide a correct self-addressed, stamped envelope. In no event will the security deposit be returned until you have vacated the Premises and delivered possession to us.

- 11. RENTER'S INSURANCE AND LIABILITY:** You are responsible for insurance on personal property and liability. All personal property belonging to you or any other person, located in or about the building or Premises shall be there at the sole risk of you and such other person and neither the we nor our Agents shall be liable for theft or misappropriation thereof, nor for any damage or injury thereto, nor for damage or injury to said Tenant(s) or to other persons or to other property, caused by water, snow, frost, steam, heat or cold, dampness, falling plaster, seepage, sewer or sewage gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds or for any act, neglect or omission of other Tenants or occupants of the building in which the demised Premises are located or of any other person or cause in any other manner whatsoever. you agree to protect, indemnify and save harmless the Landlord and his Agents from all losses, costs, and /or damages sustained by reason of an act or occurrence causing injury to any person whomsoever or whatsoever due directly or indirectly to the use of the demised Premises or any part thereof by Tenant(s).

Neither we nor our Agent be liable for any personal conflict of Tenant with co-tenants, your guests or invitees, or with any other Tenants or neighbors. Therefore, a conflict between Tenants does not constitute grounds for termination of this Lease. Neither Landlord nor Agent shall be liable for any personal injury to you or damage or loss to your property, including but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes.

- 12. RESPONSIBILITY FOR DAMAGE, INJURY:** You agree that as the law permits you, your employees, guests, and invites will release and hold us harmless from any claims, suits, damages, liabilities, or actions for damages or injuries to the person or property of you, your employees, guests, or invites or to any other person or their property, arising from theft, accident or other occurrence in the Leased Premises of the buildings or common areas of the Leased Premises.

You are responsible for repairing any damage to the Leased Premises, the common areas or the building caused by the misuse, abuse or neglect by you, your employees, guests, or invites. Any temporary interruption of the services provided by us, or any public utility from any cause will not be an eviction of you, nor will you have the right to any damages or rental deduction as a result of such occurrence

- 13 LEAD-BASED PAINT DISCLOSURE:** Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead

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exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.

Lessor's Disclosure: Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment: Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

14. ABANDONMENT OF PREMISES PRIOR TO END OF LEASE TERM: You understand that upon signing this Lease, you are obligated to make all rental payments stated in the Lease and is bound by this Lease even if you abandon or never occupy the Premises. We will make efforts required by law to lease the Premises for part or all of the Lease Term. You will be responsible for all costs incurred by Landlord in attempting to obtain a replacement Tenant(s).

Please be advised that We make no promises that attempts to find a replacement Tenant will be successful, and further advises that our experience is that obtaining replacement Tenants during the Lease Term is unlikely. We advises you to notify us at the earliest date if for any reason you do not plan to occupy and do not want to pay rent for the entire Lease Term in order to provide us with more time to attempt to obtain a replacement Tenant(s). We do not obligate ourselves to find replacement Tenant(s) expect to the extent required by law. Any attempt to find replacement Tenant(s) does not constitute surrender or termination of this Lease. If we our successful in finding a replacement Tenant(s), you agrees to pay usa leasing fee of two hundred dollars (\$200.00) per Tenant.

15. DEFAULT: Any failure by you to pay rent when due or perform any term hereof, shall at the option of the us terminate all rights of Tenant(s) hereunder. In the event that you shall be absent from Premises for a period of five (5) consecutive days, while in default you shall, at option of Landlord, be deemed to have abandoned the Premises and any property left shall be considered abandoned any may be disposed of by us as we shall see fit. All property on premises is hereby subject to a lien in favor of us for payment of all sums due hereunder to the maximum extent allowed by law.

In the event of a default by you, we may elect A) to continue the Lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or B) at any time, terminate all of your rights hereunder and recover from you all damages incurred by reason of breach of this Lease, including the cost of recovering the leased Premises, and including the worth at the time of such termination or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the Lease Term exceeds the amount of such rental loss which you prove could be reasonably avoided.

16. CONDITION OF PREMISES AT COMMENCEMENT OF LEASE: You acknowledge that no representations, written or verbal have been made by the Landlord or his Agent as to any repairs that will be made to the property prior to your occupancy. You further acknowledges that they have seen the Leased Premises and accept it in its present condition. You, with cooperation from us, will complete a Move-In Inspection Sheet recording damages and defects in the Leased Premises on the date you move into the Leased Premises. Except as provided in the Move-In Inspection Sheet, Tenant(s) agrees that the Premises are in good and acceptable repair. you further agrees that we have made no promises with respect to the condition of the Leased Premises other than those in this Lease. If you fails to complete the Move-In Inspection Sheet, you shall be liable for the condition of the Premises upon vacation the Leased Premises.

17. CARE AND USE OF PREMISES DURING LEASE TERM: You shall assume complete and total liability for any damage to Leased Premises or fixtures thereof caused by anyone other than us or our Agent. You specifically

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agrees to clean and maintain in good working order and condition any furniture and/or appliances provided by us or our Agent. You shall abide by the "Rules and Regulations" attached as Exhibit "A" and incorporated into this Lease. You shall abide by any reasonable amendment to these Rules and Regulations that are enacted by us during the Lease Term upon delivery or notification of these amendments. You will keep the sinks, lavatories and commodes open and will immediately report any malfunctions to us. You shall reimburse the us for the cost of all repairs made necessary by, or resulting from, your abuse or careless use of the Premises. You shall be responsible for normal household maintenance such as replacement of light bulbs, fuses, steam cleaning of carpets, cleaning of sinks and commodes, replacement of appliance bulbs, painting, snow removal, etc. You shall use care in placing a limited number of small finishing nails for hanging pictures or use only white plasti-tac. No colored plasti-tac or tap (double-sticky or otherwise) shall be used; no dartboards or targets of any kind shall be hung on the walls or doors inside or outside of Leased Premises; if so, you shall be liable for any damages caused.

18. DAMAGES AND REPAIRS OF PREMISES DURING LEASE TERM: You shall pay for all repairs to the Premises and appliances that are necessary because of Your negligence or abuse. We shall not be liable for personal injury or property damage resulting from the malfunction of any appliances in the Leased Premises.

We will make all major repairs as required by law. We shall pay for such repairs, but you shall pay for any repairs necessary because of damage or negligence caused by you.

You shall report any damage to us within twenty-four (24) hours of discovering the damage. We will have damages repaired within a reasonable time after you give written notice of the need for such repairs. Except to prevent further damage, you shall not repair or have repaired any damages. Failure to report needed repairs is negligence per se on the part of you.

Certain damages, in the our experience, occur with regularity. We have provided a list of these damages along with the normal charges for such damages, and you agree to the following **minimum charges** for such damages: (Please see the attached Addendum entitled "Exhibit "B" to Lease Agreement, Cleaning/Repair/Replacement Price List.") you agree that we will charge for the actual repair cost for said damage.

All items not listed on the Addendum are charged to you at the estimated cost of total replacement, labor and material.

19. TERMINATION OF LEASE: One to three (1-3) weeks before vacating the leased premises, You may notify us and make an appointment for inspection of the Premises. You may be present with us during the inspection at which time we will make an inspection report, which will later be used in determining any damages thatyou're your responsibility. Our inspection will only take place after you have vacated the unit upon receipt of the disposition.

You will thoroughly clean the Leased Premises to our satisfaction and restore the Leased Premises to its original condition, normal wear and tear excepted, or pay us the cost of doing so. Any alternations made by you without prior approval from us shall be removed at your expense, if we requires it. Any alternations made to the Leased Premises by you with prior approval from us will remain part of the Premises. You agree to pay for all cleaning to restore the Premises to satisfactory condition for a new Tenant(s) as deemed necessary by the us. It is agreed that these charges are to be deducted from your security deposit prior to its return.

You shall lock all doors and windows and return all keys to us. You shall have utilities taken out of your name and arrange to pay the final utility bills.

You will personally notify us of the date you vacate the Leased Premises, and will provide us with a correct forwarding address, self-addressed stamped envelope and telephone number.

Upon vacating the Leased Premises and terminating this Lease, Tenant(s) shall remove all personal property. We may remove and store such property, if you shall remove all personal property. We may remove and store such property, if you fail to remove such property, at your expense. We shall not be liable to you for any loss or damage to such property. If you fail to claim such property within thirty (30) days of vacating the Leased Premises, we will deem such property abandoned and may sell the property at public or private sale without notice

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to you. We may apply the proceeds of such sale to the cost of removing, storing and selling such property. We may also apply the proceeds towards any rent or other payments due under this Lease, and shall send any remaining proceeds to the forwarding address, if any, that you have given Landlord.

20. FIRE, OTHER DESTRUCTION AND CONDEMNATION: If the Premises are partially destroyed by fire or other destruction during the Lease Term, we shall repair any damage to the structure with all reasonable diligence, and without unnecessary interruption of your occupancy. If the Premises are rendered uninhabitable during the Lease Term by fire, other destruction or condemnation for more than five (5) days, this Lease shall terminate and the rent shall cease to accrue as of the date of destruction. Rents and deposits previously paid will be refunded, prorated to the time the Premises became uninhabitable, less any deductions permitted under this Lease. You must notify us immediately in the event of fire or other casualty. You shall have no claim or interest in any compensation or award of damages for such occurrences. In no event shall we, or our Agent be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and you hereby expressly waive all claims for such injury, loss or damage.

21. LANDLORD'S RIGHT TO ENTRY AND INSPECTION: You shall permit us, its Agent or employees, upon scheduled appointments, to enter the Premises for the purpose of displaying the same to prospective tenants or purchasers. No such prior appointment shall be necessary if this Lease has been declared in default or if the Premises have been abandoned by you. You will also permit us, its Agent, employees and designated individuals to enter upon the Premises at all reasonable times, and always after one (1) hour's notice for inspections, repair or improvement. A maintenance or management request by one of the cotenants of the Leased Premises occupied by you shall constitute permission for the Landlord to enter the Leased Premises. You shall reimburse us for the cost of any repairs attributed to or caused by your abuse, carelessness, or misuse of the Premises and Landlord shall invoice you for the costs of any such repairs, including a reasonable charge for management overhead, which charges shall constitute additional rent. We also reserves the right to enter the Premises if you have temporarily vacated the Premises, such as for Holiday and Spring Breaks, to make inspections for safety and health purposes. we may enter the Premises without notice in an emergency, as permitted by law. We may show the Leased Premises during reasonable hours to prospective Tenants or purchasers.

22. SUBLETS AND ASSIGNS: You shall not assign, sublet, board, or transfer any part of the Premises without Landlord's written consent, and a full security deposit and all appropriate paperwork as required by us must be submitted prior to receiving our written consent. You agree that the maximum number of people occupying the Premises shall be _____. You also agree that no guests shall live in the Premises without our written approval. We shall be entitled to recover from you and guest(s) (whose liability shall be joint and several) an amount of rent equal to that being paid by you, in addition to the right of the Landlord to declare the Lease in default and pursue and of Landlord's other remedies hereunder allowed by law.

23. MORTGAGES: We reserves the right to subordinate this Lease to the lien of any mortgage now or later placed upon our interest in the Leased Premises and on the land and buildings of the office building. You agree to execute and deliver upon our demand any instrument needed to subordinate this Lease to the lien of any such mortgage, and you hereby irrevocably appoint us as your attorney-in-fact to execute and deliver any such instrument for and in your name.

24. TENANT'S RIGHT TO QUIET ENJOYMENT You shall have peaceful and quiet enjoyment of the Premises during the Lease Term, provided that you comply with the Lease.

25. SUCCESSORS AND ASSIGNS: Upon your death, this Lease may be terminated by your legal representative, sixty (60) days after the Leased Premises has been returned to us vacant: but your legal representative must pay the full rental installment for the entire life of the Lease, excluding any portion

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of time the Leased Premises is re-rented. In the event your legal representative fails to contact us within thirty (30) days after your death, we reserve the right to remove your possessions from the premises where they will be safeguarded for you at no cost for a period of sixty (60) days.

26. **JOINT LIABILITY:** This Lease is between Landlord and each Signatory, both individually and severally. Each person who has signed this Lease as a Tenant is liable for the full amount of the rent and other obligations under this Lease.
27. **TENANT'S SUCCESSORS:** This Lease shall be binding upon your heirs, legal representatives, successors and assigns.
28. **AMENDMENTS TO THIS LEASE:** This Lease is the entire agreement between us and you, there being no oral condition, representation, warranties or agreements. Any subsequent modifications of this Lease shall not be valid unless in writing and signed by us.
29. **SEVERABILITY:** If any provision hereof shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision so adjudicated invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall remain in full force and effect and shall not be affected by such holding or adjudication.
30. **HEADINGS:** The heading in this Lease are for convenience and reference only and in no way change or explain the interpretation or meaning or the provisions in this Lease.
31. **GOVERNING LAW & VENUE:** This Agreement shall be governed by and constructed in accordance with the laws of the state of Ohio, without giving effect to the principles of conflicts of laws thereof. The parties each consent to personal jurisdiction in the state of Ohio and agree that the exclusive venue and place for trial for any legal actions or proceedings arising in connection with the interpretation or enforcement of this Agreement shall be the state courts of Ohio sitting in Butler County, Ohio or Federal Court for the federal district encompassing Butler County, Ohio.
32. **COMPLIANCE WITH THE LAW:** You shall use and occupy the Premises as a private dwelling and for no other purposes. You agree to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct. If you are arrested and charged with a violent crime, we may, at our sole discretion declare the you are in breach of this Lease and may bar you from Premises.
33. **ATTORNEY FEES:** In the event that we or you incur legal fees pursuant to enforcement of this Lease, upon demand the party that does not prevail in a judicial determination shall pay the prevailing party reasonable legal fees as set by the prevailing party, but in no event shall the amount be greater than five hundred dollars (\$500.00) unless approved by the court.
34. **CONTACT PERSON:** You all agree that the person named as Contact Person is hereby designation to receive any and all communications and correspondence from Landlord. All communication and correspondences received by Contact Person shall constitute receipt by all Tenants. The covenants, conditions and agreements made and entered into by the parties hereto are also declared binding on their respective heirs, successors and assigns. The undersigned have read and understand the terms herein and intend to become legally bound upon execution of this document and have received a copy of this document.
35. **ENTIRE AGREEMENT:** This Agreement (including all exhibits, offers, addendums and schedules hereto) contains the entire agreement among the parties Tenant(s) and Lessor hereto with respect to the subject matter hereof and supercedes any and all prior agreements and understandings, written or oral, with respect thereto. This

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Agreement may be amended and the terms hereof may be waived only by a written instrument signed by each of the parties here to or, in the case of a waiver, by the party waving compliance.

WARNING: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS LEASE BEFORE YOU SIGN IT!

TENANT SIGNATURE/DATE SIGNED

IN WITNESS WHEREOF, Sellers and Buyers have set their hands as of _____, 20__.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Tenant Contact Person Signature/Date Signed

Accepted by Landlord or Agent/Date Signed

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**EXHIBIT "A" TO LEASE AGREEMENT
RULES AND REGULATIONS**

These Rules and Regulations are a binding part of this Lease, and may be amended, as state in Section 23 of this Lease.

1. **EMERGENCY CALLS:** In an emergency, a maintenance person may be reached by calling the Rental Office at 524-2222. Landlord will supply Tenant(s) with appropriate phone number. All regular business should be taken care of during regular business hours. An "emergency" is defined as circumstances in which either Tenant or property may suffer loss if the situation remains uncorrected until the office is open.
2. **FIRE SAFETY:** Tenant(s) shall be responsible for maintenance and replacement of any smoke alarm batteries and fire extinguisher(s) in the Leased Premises which is discharged or loses pressure during the Lease Term
3. **HEALTH AND SAFETY:** Tenant(s) shall comply with all applicable state, county and local housing, health and safety codes. Tenant(s) shall keep the Leased Premises safe and sanitary and shall do no act that would cancel, violate, or increase the fire insurance policy or premium on the Leased Premises. Tenant(s) shall use and/or operate all electrical and plumbing fixtures properly and keep all plumbing fixtures in the Leased Premises in a clean condition. Tenant(s) also agrees to keep all heating and air conditioning units in clean condition and free of debris.
4. **LOCKOUT AND KEYS:** If Tenant(s) is locked out of Tenant's Premises, or for whatever reason needs Landlord's assistance to gain access to the leased Premises, Tenant(s) shall be charged a fee of thirty dollars (\$30.00) which must be paid prior to gaining access to the Leased Premises. Tenant(s) shall also pay replacement cost of any lost mailbox or Premises keys. Tenant(s) shall receive only one mailbox key per Premises. Tenant(s) shall not place any additional locks on any door.
Locks may NOT be changed or added without prior written permission of Landlord. Locks and the appropriate keys, and/or chains added must be left in place upon vacating the Premises. All keys must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge.
5. **MOVE-IN PACKET AND TENANT INFORMATION:** All information and instructions contained in the Move-In Tenant Information packets are binding part of this Lease Agreement. Copies of this packet are available from the Landlord.
6. **THERMOSTATE SETTING:** During the winter months and during vacations breaks, under no circumstances shall the hear in the Leased Premises be turned off, and under no circumstances shall the Leased Premises' thermostat be set lower than sixty degrees (60) Fahrenheit. Any damage to the pipes or any other damage that occurs because of disregard of this clause shall be Tenant's responsibility.
7. **COMMON AREAS:** The sidewalks, entry passages, halls, public corridors, and stairways shall not be obstructed by Tenant(s) or used by Tenant(s) or any other purpose other than ingress and egress. A reasonable fee will be assessed for violation of this Section.
8. **NOISE AND DISTURBANCES:** No Tenant(s) or Tenant guest(s) shall make or permit excessive noise or loud, improper or boisterous conduct at any time. All radios, televisions sets, phonographs, or any other appliances or items which may cause noise, etc. must be turned down to a level of sound that does not annoy or interfere with other residents. Special care should be taken to prevent all loud noise levels before 8:00 a.m. and after 10:00 p.m. Because of the nature of most apartments, it is understood that offensive noises and/or odors are expressly prohibited. Accordingly, at Landlord's discretion, the following shall apply to complaints concerning a Tenant's violation of this rule.

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- First Violation:** A written warning will be issued to the Tenant(s), specifying the complaint that was filed.
- Second Violation:** Upon a second complaint, a twenty-five dollar (\$25.00) charge will be assessed against Tenant(s)
- Third Violations:** Upon a third complaint, a fifty-dollar (\$50.00) charge will be assessed and the Parent or Legal Guardian signing the Guarantee Form will be notified.
- Fourth Violation:** A charge shall be imposed in the amount of one hundred dollars (\$100.00) and Landlord may, in its discretion, declare the Lease to be in default.

Landlord expressly retains the right to increase the charges set forth herein if the initial charges set forth herein fail to cover costs and expenses. Such charges are expressly included as an item guaranteed in the Guarantee By Parents/Guardians Of Tenant Form. Landlord retains the right to summon law enforcement officers, who may impose additional charges as determined by local laws.

- 9. ALTERNATIONS TO PREMISES:** Tenant(s) will make no alterations or additions to the Leased Premises without prior written consent of Landlord. No radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.
- 10. WATERBEDS:** No waterbeds are allowed in the Leased Premises.
- 11. PETS:** No animals shall be allowed on the Leased Premises at any time. In the event the Tenant(s) enters into this Agreement and takes possession of the Premises and later keeps an animal on the Premises at any time (and for any length of time, including animal-sitting, and/or visiting) during the Lease Term, Tenant(s) shall pay Landlord or his Agent four hundred dollars (\$400.00) due immediately for each animal violation, plus ten dollars (\$10.00) per day until the animal is removed. The charges listed do not cover damages or destruction due to urine, carper repair, flea extermination, etc., caused from a violation of this policy.
- 12. FURNACE AND AIR CONDITIONER:** Tenant(s) agrees to clean and/or replace the furnace and air conditioning filters once a month.
- 13. HOUSEHOLD MAINTENANCE:** Tenant(s) shall perform normal household maintenance, including the replacement of light bulbs (colored bulbs are not allowed), fuses, steam cleaning of carpets, cleaning of sinks, commodes, etc. All bulbs and tubes must be operational at the time the Tenant(s) vacates the Premises. Windows and doors shall not be obstructed. Damage to property, including but not limited to paint, plaster, cabinets carpets, floors, furniture or damage to any part of the premises will be the responsibility of the Tenant(s). Damage caused by leaving windows or doors open during inclement weather will also be the responsibility of the Tenant(s). Tenant(s) shall also be responsible for keeping the exterior of the Leased Premises free of refuse.
- 14. APPLIANCES:** Tenant(s) shall maintain in good working order and condition any range, refrigerator, range hood, dishwasher, garbage disposal, or other appliances supplied by Landlord under this Lease. Tenant(s) shall also forbid any other person who is in the Leased Premises with Tenant's permission from intentionally or negligently destroying, damaging or removing any fixtures, appliances, or other part of the Premises. The Tenant(s) further agrees that if the Landlord or Agent provide a refrigerator for the Leased Premises, that at the expiration date of this Lease Term, Tenant(s) agrees to turn off the refrigerator, remove all food, clean the refrigerator, and leave the door of the refrigerator open. The Tenant(s) further agrees that the refrigerator will never be unplugged unless all food is removed and the inside cleaned and the door left open.
- 15. FURNITURE:** No upholstered furniture of any kind may be placed outdoors of the Leased Premises, including on the patios, porches and balconies. No furniture of any kind may be left for any extended period of time outdoors, including patios, porches and balconies.

INITIAL BELOW THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED ON THIS PAGE.

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- 16. TRASH:** All garbage/refuse shall be properly contained and disposed of by Tenant(s). Landlord reserves the right to impose a reasonable charge for violation of this provision as well as for any littering by Tenant(s). If a dumpster is provided for the Leased Premises, Tenant(s) agrees to place trash on inside of dumpster, not outside the dumpster or surrounding area.
Should the Landlord receive notice from the City of Oxford that the property is in violation of General Offenses Code 521.08 (b) and (d); Littering or Allowing Litter to Remain Upon Property; Corrupting or Altering a Watercourse, the Landlord reserves the right to come onto the property to remove said litter. Upon notice from the City of Oxford, Landlord shall have no obligation to give notice to the Tenant(s) that the litter will be removed by the Landlord. Landlord shall invoice Tenant(s) for removal of the litter and Tenant(s) agrees to pay said invoice within 10 days of receipt
- 17. VISITORS:** Tenant(s) is responsible for any and all damages caused by Tenant's visitors. Tenant(s) and Tenant's guests will conduct themselves in a mannerly fashion and be respectful to their neighbors; failure to do so could result in eviction.
- 18. PARENT'S GUARANTEE:** It is required that this Lease be accompanied by a Parent's Guarantee Form from each Signatory. This Guarantee Form is available from the Landlord. In lieu of a Parent's Guarantee Form Tenant(s) may pay rent in full as determined by the Landlord and by the date set by the landlord. Failure to obtain a Parent's Guarantee Form will in no way modify this Lease except that, at the Landlord's option Landlord may terminate this Lease Agreement and said security deposit will be forfeited.
Tenant(s) understands that the Guarantee must be obtained directly from the Parent or Legal Guardian and that Landlord reserves all right, both civil and criminal, for any false execution of forgery of the Guarantee. The execution of the Guarantee constitutes an additional insurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.
- 19. MOVE-IN REPORT:** Please be advised that Tenant(s) must complete the "Move-In Report", that is available from Landlord, upon possession of the Leased Premises. Each co-tenant that will occupy the Leased Premises must complete and sign the Report and return the Report to the Landlord. Landlord or his Agent may visit the Leased Premises and verify all items that are listed in the Report. This Report protects each Tenant(s) and guarantees that no Tenant(s) will be charged for damages that occurred in the Leased Premises prior to commencement of Tenant's Lease Term. Without the written consent of Landlord or his Agent, this Report will not be accepted after the first day of the Lease Term, and Tenant(s) will be liable for whatever condition the Leased Premises was in prior to the commencement of the Lease Term.
- 20. FIREPLACES:** Fireplaces are not to be used at any time for any reason.
- 21. STORAGE:** Absolutely nothing is to be stored in an area or room where there is a furnace, water heater or sump pump. Storage of any flammable or explosive items is strictly prohibited on or about the Premises.
- 22. ROOF:** No Tenant, guest, other persons, animals or plants are allowed on the roof area of the building at any time. Violation will result in automatic forfeiture of damage deposit.
- 23. PARKING:** No vehicles may be parked at any time on lawns or sidewalks. No vehicles of any kind may impede upon access to any neighboring premises. Landlord reserves the right to impose a reasonable charge for violation of this provision.
- 24. AMENDMENTS TO RULES AND REGULATIONS:** Landlord reserves the right at any time to make changes to these Rules and Regulations as Landlord shall in its judgment determine to be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order, comfort and benefit of Tenant(s) in general and for the efficient operation of the Premises.

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25. FULL DISCLOSURE:

The Tenants signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment that he/she has received a signed copy of the Rental Agreement.

TENANT SIGNATURE/DATE SIGNED

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

Tenant Contact Person Signature/Date Signed

Accepted by Landlord or Agent/Date Signed

INITIAL BELOW THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED ON THIS PAGE.

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