



MILL STREET VILLAGE

**186 Mill Street Athens, OH 45701
740~566~MILL (6455)**

Residential Lease Agreement

This lease, executed this ___ day of ___ 2009, between **Mill Street Village, LLC**, Lessor, and:
___, Lessee
___, Lessee

WITNESSETH: in consideration of the rents and covenants hereinafter contained Lessor agree to lease to Lessee and Lessee agrees to lease from Lessor the following described unit and premises situated in the City of Athens, County of Athens and State of Ohio, an apartment. (herein referred to as the Unit) in Mill Street Village (herein referred to as the Premises), located at 186 Mill Street. Together with the following parking space, appliances, fixtures and furniture:

Parking Spaces: #

Appliances: range, refrigerator, dishwasher and microwave.

Unfurnished

Furnished: a sofa, side chair (2 bedroom units only), coffee table, end table, one lamp, entertainment center, dinette table and ___ chairs, or breakfast bar and ___ stools, and in each bedroom: one bed, one night stand, one dresser, one desk chair, one mirror and one table lamp.

1. TERM: The term of this lease shall begin ___ 2010 and end at noon on ___ 2011 herein referred to as the "Lease Term. Lessee shall be obligated to move out of the Premises at the expiration of this Lease unless, prior to expiration Lessee and Lessor have executed a new lease beginning immediately upon the termination of this Lease. Lessor reserves the right not to renew this Lease. Should Lessee hold over beyond the term of this Lease, Lessee will be charged rent of one hundred and 00/100 dollars (\$100.00) per day. This provision of the Lease shall not be construed as giving the Lessee the right to hold over.

2. RENT: Lessee shall pay a total sum of ___ as rent during the Lease Term in monthly installment of ___ and monthly parking fee \$ ___ total monthly rent of \$ ___ for the apartment on or before the first day of each calendar month without a grace period, in advance and without demand or offset to the Lessor. **Payments shall be made payable to: Mill Street Village, LLC** at the leasing office or to

such other location as Lessor shall designate. Lessee shall make rental payments by check, money order, or other traceable or negotiable instrument, as determined by Lessor. **No cash** will be accepted. Lessor reserves the right to require Lessee to pay Rent only by cashier's check or money order. All funds received from Lessee shall be applied to any dishonored checks, late fees, damage charges, delinquent rent and current rent in this order. If any payment is returned to Lessor as a result of insufficient funds, the Lessee agrees to pay twenty-five (\$25.00) to Lessor to defray the expenses incurred by the Lessor. Said charge shall be in addition to any late charges.

3. Late Payments: Should rental payments not be received by the first day of the month in which they are due, the Lessee agrees to pay a late fee of \$50.00. It is further agreed that if Lessee fails to pay rent by the first day of the month in which rent is due, that Lessor, within its sole unilateral right and/or discretion, may elect to refuse acceptance of said late rent and late charges. Furthermore, if Lessor rejects said late rent and late charges, Lessor is entitled to pursue in court an Eviction, Forcible Entry and Detainer action for the purpose of reclaiming possession of the subject property. It is further agreed and understood that if late rent and late charges are received and deposited in a bank lock box, this shall not be deemed an acceptance of late rent and late charges and Lessor can elect to react to the same and return said late rent and late charges payment. In such event, as stated above, Lessor is entitled to pursue an Eviction/Forcible Entry and Detainer action to reclaim possession of the subject premises.

Lessee agrees that acceptance and/or refusal by Lessor of the rent payment after the due date shall in no manner constitute a waiver of the Lessors' rights in the event of the Lessee's failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which the Lessee is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Lessor, and the necessity of demand for the rent by the Lessor when rent is overdue, is hereby waived.

4. Security Deposit: Lessee shall pay to Lessor a security deposit of \$ upon execution of this Lease to become the property of the Lessor to guarantee Lessee's performance. Under no condition shall the security deposit be used as rent. Lessee's payment to the Lessor is to guarantee the return of the premises to Lessor at the termination of this Lease in as good or better condition as accepted, normal wear and tear excepted, and to indemnify Lessor against damage or loss caused by Lessee's tenancy. Provided that the Lessee has occupied the premises the full term of the Lease including renewals, the damage payment will be paid to Lessee within thirty (30) days following the expiration of the lease and any renewals or the vacating of the premises, whichever ever occurs last, after deducting any amount needed to cover replacement of keys, damage to the premises, unpaid utility bills, cleaning or restoration of the premises, leasing charges, late payment charges and any other amounts due Lessor. Lessee will be responsible for all damages that exceed the damage payment amount. At the termination of this Lease, Lessee must supply Lessor with Lessee's forwarding or new address not later than fifteen (15) days after Lessee vacates the premises, and the parties agree that Lessee's failure to do so shall result in Lessee's forfeiture of any claim or right to said security deposit or any part thereof. It is expressly agreed that Lessor has the right to hold and use said damage payment as Lessor deems appropriate during the term hereof and Lessee shall not be entitled to interest thereon. Each of the aforementioned Lessees shall be jointly and severally responsible for all losses incurred by the Lessor occasioned by the tenancy of Lessees.

5. Utilities and Services: Lessor shall pay for all water, sewer, electricity, gas, Cable TV, refuse removal, and Ohio University CNS internet service. All utilities shall be used for normal and ordinary household purposes only. Lessee shall pay for all utilities or services not included in the rent.

6. USE: The Unit and Premises will not be used, or allowed to be used in any noisy, boisterous, or other manner offensive to the Lessor or to any other occupants of the Premises, for any unlawful purposes nor for any purposes deemed hazardous by the Lessor or Lessor's Insurance Company because of fire and other risks and Lessee will conform with and obey all laws, ordinances, rules, regulations, requirements and orders of all Governmental Agencies or Sub-Divisions having jurisdiction over said premises or the use or occupancy thereof. Overnight guests may not stay more than three (3) consecutive nights and no more than six (6) nights in any one calendar month. No person is permitted to reside in the Unit more than the days allotted above without being party to the Lease.

7. Quiet Enjoyment: Lessor covenants and agrees that Lessee, paying the rents and observing and keeping the covenants of this Lease on Lessee's part to be kept, shall peaceably and quietly hold and occupy the premises during said term.

8. Alterations and Care: Lessee agrees to make no alteration, additions, or changes (including painting) in or to said Unit and Premises, and at all times give good and reasonable care to the property. By completing and signing the attached Apartment Condition Checklist, the Lessee acknowledges the condition of the premises at time of occupancy. Failure to return it to the rental office within 48 hours of occupancy is acknowledgment of the excellent condition of the Unit. Lessee shall keep said Premises and all parts thereof in good condition and repair, and will so deliver up said Premises at the termination of this Lease, normal wear and tear excepted. In no instance will any damaged caused by pets be considered normal wear and tear. Lessee shall be liable for and pay all costs and expenses for damages to the Premises and common areas including but not limited to replacing and repairing all broken or damaged furnishings, furniture, fixtures, or damage to walls, ceilings, floors, carpet, doors, or windows, and waste water stoppages caused by foreign or improper objects in the lines regardless if such damages are caused by the Lessee or Lessee's guests, invitees, family or dependents.

NOTE: Littering in the parking lots or on the property is subject to a minimum of a \$50.00 fine and no more than \$500.00 dollars.

Lessee agrees that possession, use, or trafficking illegal drugs or paraphernalia by the Lessee, Lessees' guests, invitees, family, or dependents is strictly prohibited and will be grounds for eviction.

_____, Lessee

_____, Lessee

_____, Lessee

CLEANING AND REPAIR CHARGES

If prior to moving out, you do not clean the items listed below and leave them in satisfactory working order, the following charges will be deducted from your security deposit or owed to us if your security deposit is insufficient to cover the charges. You will be charged a listed amount for each instance in which an item must be cleaned or repaired. The prices given for the items below are average prices and can increase due to inflation or because the actual cost of cleaning and/or repairs exceeds the charge indicated. Please note that this is not an all-inclusive list; you can be charged for cleaning or repairing items that are not on the list.

| <u>KITCHEN</u> | <u>BATHROOM</u> |
|----------------------|-----------------|
| Oven | Toilet |
| \$20 | \$10 |
| Drip pans (each) | Tub/Shower |
| \$ 5 | \$10 |
| Stove & vent hood | Sink/Cabinet |
| \$10 | \$10 |
| Refrigerator/freezer | Floor |
| \$30 | \$10 |
| Dishwasher | |
| \$10 | |
| Cabinets | |
| &Countertop | |
| \$25 | |
| Floor | |
| \$10 | |

| <u>MISCELLANEOUS</u> | |
|-------------------------------------|-----------------------|
| Blinds | \$20 |
| Vacuum carpet (each room) | \$ 5 |
| Mop floors | \$10 |
| Trash removal | \$25 per bag |
| Repainting from unapproved resident | at cost |
| Paint jobs | |
| Repair holes in walls | at cost |
| Carpet repairs or replacement | at cost |
| (other than normal wear) | |
| Repair or replace windows, mirrors, | at cost |
| Glass or screens | |
| Repair or replace light fixtures | at cost |
| Or bulbs | |
| Repair or replace doors | at cost |
| Non-return of keys | \$100 to replace core |

Lessee hereby understands and agrees to the above charges.

| | | | |
|--------|------|--------|------|
| Lessee | Date | Lessee | Date |
|--------|------|--------|------|

Lessee shall keep the premises in a clean, sightly and healthy condition and shall prevent health or sanitation problems from arising. Lessee shall notify Lessor promptly of the need for repairs to the premises, particularly those involving water issues of any kind that may result in the growth of mold. Conditions such as water leaks, excessive condensation, water damage or moldy or musty odors, or the discoloration of or staining of surfaces may indicate the presence of mold. Lessee shall not arrange with others to make repairs. The cost of any repairs or damage caused by the negligence of the Lessee or Lessee's guests, invitees, family or dependents, shall be charged to the Lessee and Lessee shall reimburse Lessor upon demand. No water furniture, antennas, satellite dishes, additional phone or TV outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except with Lessor's prior written consent. Lessee shall not disable, disconnect, alter or remove the Lessor's property, including but not limited to security devices, alarm systems, smoke detectors, appliances, furniture and window screens. Upon termination of this Lease prior to surrender of possession, Lessee shall thoroughly clean the premises, and in the event of failure to clean, Lessee shall pay Lessor the cost of having the same done, including but not limited to shampoo of the carpeting, cleaning all appliances, furniture and fixtures and the replacement of all non-working light bulbs.

***NOTE: you will be charged \$25 per bag of trash found outside of your apartment, not taken directly to the trash receptacle.**

In the event the apartment community is under construction, Lessee agrees to observe all warning signs and blockades and stay away from the construction areas. Construction crews may work throughout the days to complete construction. Construction areas will have machinery and equipment to be used by authorized personal only and entry into these areas by Lessee or Lessee's family, invitees and guests is strictly prohibited.

9. PREMISES: Delay by Lessor in delivering possession of the Unit shall suspend rent due during such delay, but shall not relieve Lessee of any other obligation hereunder nor render Lessor liable for such delay provided that Lessee may terminate by notice in writing for delay in delivering extending beyond thirty (30) days. It is further provided that in the event said Unit and/or Premises, without fault or neglect of Lessee, are destroyed or so injured by the elements or other causes as to be unfit for occupancy Lessee shall thereupon surrender possession of said Unit and Premises to Lessor and thereupon this Lease shall be terminated. Lessor, where not required by law, may discontinue any facilities, amenities, or such services rendered by the Landlord and furnished to Lessees on a common basis, not expressly covenanted for herein, it being understood that they constitute no part if the consideration for the Lease.

10. LIABILITY: Lessee acknowledges that any security measures provided by the Landlord shall not be treated by the tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Lessee, the Lessee's guests, invitees, family or dependents for injury, damages, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Lessee understands and agrees that the Unit appliances, air conditioner, and fixtures will be under the control of Lessee and that Lessor shall not be liable to Lessee or Lessee's guests, invitees, family or dependents for any damage, whether to person or property, caused by failure of any plumbing, heating, air conditioner, sewage, electrical, water, and gas systems or supply, nor for the failure of any fixtures or for roof, parking areas, sidewalks or floor leakage, sweating or seepage nor for any damage arising from the elements or other causes whatsoever in nature, nor shall Lessor be liable for any latent defect in the Premises in

which the Unit is located. The Lessor has no duty to remove ice, sleet or snow; but the Lessor may do so in whole or in part, with or without notice.

11. INSURANCE: Lessee will provide insurance for damages and injuries to self, guests, invitees, family or dependents and personal property, including coverage of liabilities in paragraph 10.

12. PERSONAL PROPERTY: Lessee agrees that any personal property left by Lessee in or about the Premises after the expiration of this Lease or upon Lessee's earlier abandonment of the Premises will have been deserted by Lessee as valueless, and Lessor may discard or dispose of such personal property as Lessor may determine in its sole discretion without Lessor incurring any liability whatsoever.

13. DEFAULT: If the rent or any part thereof shall at any time be in arrears and unpaid, and without any demand being made therefore, or if Lessee shall fail to keep and perform any of the covenants, agreements or conditions of this Lease, or if Lessee shall be adjudged bankrupt, or if Lessee shall give false information on the application for rental, or if Lessee shall abandon or vacate said Unit during said term, then and in any such cases, it shall be lawful for Lessor to enter into said Unit and again have, repossess and enjoy the same as if this Lease had not been made, and thereupon this Lease, and everything herein contained on the part of Lessor to be done and performed, shall, at the option of Lessor cease, determine and be utterly void; without prejudice, however, to the right of Lessor to recover from Lessee amounts due for rent or damages. Damages shall include, but shall not be limited to all actual damages suffered by Lessor, until the property is relet, including reasonable expenses incurred in reletting or attempting to relet. The commencement of a proceeding or suit in forcible entry and detainer, or in ejectment, or otherwise, after any default by Lessee, shall be equivalent in every respect to actual entry by Lessor. Lessor may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Lessee's credit record. Lessee hereby authorizes Lessor or Lessor's agent to obtain and hereby instructs any consumer credit reporting agency designated by Lessor or Lessor's agent to furnish a consumer report under The Fair Credit Reporting Act to Lessor or Lessor's agents to be used in attempting to collect any amounts due and owing under the Lease or the Guaranty or for any other permissible purpose.

14. ACCESS BY LESSOR: If Lessee requests service to the Unit such request shall be deemed as authorization for Lessor or Lessor's Agent to enter and make the necessary repairs. The Lessee specifically grants permission to the Lessor or Lessor's Agent to enter said premises in case of emergency and when Lessee temporarily vacates the premises for holidays, spring break, etc so that Lessor may inspect for safety and health purposes. Lessor shall give Lessee a twenty-four (24) hour notice before entering the unit to make improvements or to exhibit the apartment to workmen, contractors, purchasers or prospective renters.

15. PARKING: Lessee shall display the parking identification sticker provided by Lessor at all times in the front window on the passenger side of Lessee's vehicle(s). Lessee agrees to park only in the parking space designated in this Lease. All vehicles on the Premises shall be currently registered and in operable condition. Lessor reserves the right to designate and control the method, manner and time of parking in parking spaces and in and around the property. Lessee shall comply with all parking rules and instructions posted by Lessor. Neither Lessee nor their guests, invitees, licensee, family nor dependants shall park in no parking zones, unpaved areas, on sidewalks, in front of dumpsters or other restricted areas.

Restricted areas are: guest parking spots are for overnight guests only and not residents. Leasing office spots are for the leasing office only during business hours, Mon-Fri. from 9am-5pm. At no time shall a resident park in the leasing office spots and guests may only park in the leasing office spots after 5pm Mon-Fri and must be moved before 9am Mon-Fri.

NOTE: you will be subject up to a \$500.00 fine for driving on the property at any time.

16. SUBLET: Lessee agrees not to assign this Lease or sublet said Unit or any part thereof without the prior written consent of Lessor nor shall the number or names of the occupants be increased or changed without the prior written consent of the Lessor.

17. PETS: No dogs, cats or animals of any kind, except service animals, are to be kept in or on the Premises or adjoining common areas (even temporarily). Visitors may not bring their pets with them at anytime. Lessor may assess Lessee a charge of \$25.00 a day for violating this provision of the lease.

18. WAIVER AND SEVERABILITY: Failure of Lessor to insist upon strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that Lessor may have, and shall not be deemed a waiver of any subsequent breach or default upon the part of the Lessee. Each term and condition of this Lease shall be deemed severable and, if for any reason is invalid, unenforceable or contrary to law, the applicability or validity of any other provisions of this Lease shall not be affected.

19. RULES AND REGULATIONS: Lessee agrees that the Rules and Regulations of Lessor, a copy of which Lessee herewith acknowledges receiving, are hereby made a part of this Lease, and agrees to abide by and observe such Rules and Regulations and any reasonable additions or modifications to same issued by Lessor during the term of this Lease.

20. ORAL STATEMENTS: This Lease shall contain the sole agreement between Lessor and Lessee. No oral statement between Lessor and Lessee or between Lessee and any agent of Lessor, unless reduced to writing and executed by Lessor shall be construed as a binding agreement between Lessor and Lessee.

21. BINDING EFFECT: The Lease is binding on the Lessor and the Lessee and on their respective heirs, successors, executors and administrators. The Consumer Sales Practice Act does not apply to the Lease.

22. VENUE: Lessee hereby agrees and stipulates that the jurisdiction and venue shall be had under the law of the State of Ohio and specifically in the County of Athens and shall be heard in a court of competent jurisdiction as found there in.

23. Additional Provisions:

IN WITNESS WHEREOF, the parties have caused this Lease to be subscribed as of the day and year first above written. I, the Lessee, have read and understand the clauses within this Lease.

OWNER: Mill Street Village, LLC
ADDRESS: P. O. Box 68
Chester, OH 45720

Thomas W. Karr, Member, Lessor
/ Wesley Karr, Member, Lessor

PROPERTY ADDRESS:
Mill St Village
186 Mill St
Athens, Oh 45701

Lessee _____

Lessee _____