

OSU Properties, LLC

Privately Owned and Managed by George Kanellopoulos

Hours: Monday - Friday | 10:00am - 6:00pm
Other Hours for Emergencies Only

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Sample Lease Agreement

This Lease Agreement is made and entered into on this date, _____, at Columbus, Franklin County, Ohio, by and between the undersigned LANDLORD and TENANT, WITNESSETH:

That LANDLORD, in consideration of the rents to be paid and the agreements to be performed by TENANT, has leased to TENANT a unit located at _____, **Columbus, Ohio 43201**, known as unit _____, for the term beginning **August 15**, _____ and ending **July 31**, _____, in **12 installments** of \$ _____ each for a total of \$ _____ (**monthly rent may increase according to paragraph #1 below**). Each installment shall be due on the 1st (first) day of each and every month in advance. TENANT is permitted to move in no earlier than the lease start date. TENANT and the Guarantor(s) shall agree, and covenant, as follows:

This is a () Furnished, () Partially Furnished, or (X) Unfurnished unit.

- 1. If a _____ TENANT is added to this lease, any time between now and the end of the lease, the rent will increase to \$ _____ per month.
- If a _____ TENANT is added to this lease, any time between now and the end of the lease, the rent will increase to \$ _____ per month.
- TENANT is allowed a maximum of _____ parking permits and will pay a yearly fee of \$ _____ per parking permit issued.

2. Each TENANT sharing the unit shall be JOINTLY and SEVERALLY liable for the entire term of this Lease Agreement.

3. GUARANTOR REQUIREMENT

- 3.1. TENANT agrees to have his or her GUARANTOR(S) execute a Guaranty To Lease Agreement form within 48 hours of TENANT's approval by LANDLORD.
- 3.2. **INTERNATIONAL STUDENTS:** LANDLORD is unable to accept guaranty forms for tenants with parents/guardians living outside of the United States. In lieu of a guaranty, international tenants must prepay their portion of the last three (3) months of the total monthly rent amount. Only their portion of the last three months of the rent is required, not the entirety of the rent amount.

4. PAYMENT OF RENT

- 4.1. TENANT shall only make online rent payments. Payments must be made online no later than the 1st day of every month, at OSUproperties.com through RENTPAYMENT company, free of charge if paid by e-check. To learn about this reputable online rent payment processing company and various ways of paying rent online, please visit www.rentpayment.com.
- 4.2. **TENANT(s) shall pay the rent jointly in one transaction, totaling the amount due for rent per month.** If the total monthly rent amount is not paid in one transaction, TENANT will pay a fee of \$30 per each additional transaction.
- 4.3. Rent paid after the 1st day of each month, shall subject TENANT to a service charge of \$50 dollars. In addition, a \$5 per day service charge will be assessed beyond the 2nd day, regardless of holidays or weekends. In the event LANDLORD elects to terminate this Lease Agreement for non-payment, or breach of other condition(s) of this lease, LANDLORD may possess the premises in accordance with Section 1923 of the Ohio Revised Code.
- 4.4. TENANT further agrees to the "terms of use" of RENTPAYMENT as listed at www.rentpayment.com/terms.html. For any payment that TENANT makes and is reversed (not paid to LANDLORD) by RENTPAYMENT, for any reason other than being RENTPAYMENT's error, TENANT will be charged a \$35 reversed payment fee plus the charges shown in paragraph #4.3 until the rent is paid in full.

5. UTILITIES TERMS

- 5.1. Rent paid by TENANT includes Gas, Electric, Water/Sewer, High-Speed Internet (600 Mbps download/40 Mbps upload, when plugged via ethernet cable directly into the modem — wireless speed will vary) and Extended Basic Cable TV (80+ channels).
- 5.2. TENANT will be responsible for any excessive use of utilities due to waste i.e. leaving windows or doors open while heat or air conditioning is ON, having a water fixture (faucet, toilette) drip, run or malfunction and not promptly notifying LANDLORD so LANDLORD can repair problem, etc. How conservatively TENANT uses gas, electric and water and how promptly TENANT reports problems to LANDLORD related to the use of gas, electric and water, will be highly weighed in LANDLORD's consideration of TENANT's Lease Agreement renewal in the future.
- 5.3. Please note that most units are equipped with submeters that are monitored by LANDLORD.
- 5.4. TENANT can upgrade Extended Basic Cable TV (add more or HD channels etc.) and internet service (higher speed) through the cable provider by setting up an account in TENANT's name, per unit, at an additional cost at TENANT's expense.
- 5.5. The cable provider will only provide the modem for the internet service and TENANT is responsible for providing a router, if needed. TENANT will be charged \$195 dollars for a damaged/missing internet modem due to TENANT's misuse/negligence. Living room and all bedrooms come with a TV Cable outlet. TENANT is responsible for any phone service repair/installation expense.
- 5.6. Washer and dryer will be used by TENANT ONLY.

6. TENANT MOVE-IN INSPECTION REPORT

- 6.1. TENANT, within 3 days from receiving the keypad code to the premises, will email LANDLORD, describing in detail the condition of the premises at move-in time. Specific instructions will be provided to TENANT prior to move-in.
- 6.2. If TENANT does not notify LANDLORD as described above, within 3 days from receiving the keypad code to the premises, describing in detail the condition of the premises, the premises will be considered to be with no problems or concerns and in excellent condition.

7. MAINTENANCE REQUESTS AND LANDLORD RESPONSE

- 7.1. TENANT will promptly notify LANDLORD of the need for repairs/maintenance. All repairs/maintenance requests are to be submitted to LANDLORD online by using the link www.OSUproperties.com/maintenance.asp at www.OSUproperties.com and be very descriptive. In case of an emergency only, TENANT shall ALSO CALL LANDLORD at 614-299-9940 in addition to submitting the emergency maintenance request at www.OSUproperties.com.
- 7.2. TENANT will be responsible for any damages caused by TENANT's negligence in reporting any repair/maintenance issue in a timely manner. Regular (non-emergency) maintenance requests, entered on www.OSUproperties.com/maintenance.asp on a weekday, will be addressed within 24 hours from being entered, most of the time within a few hours. Any emergency requests will be addressed immediately, 24 hours a day, 7 days a week.

8. LOCKS AND KEYS

- 8.1. LANDLORD provides an electronic deadbolt with digital keypad code for every exterior door. If TENANT desires to have the keypad code changed for any reason, LANDLORD will charge a \$20.00 code changing fee.
 - 8.1.1. Only TENANT and his or her GUARANTOR are provided the keypad code. TENANT and/or GUARANTOR are not permitted to share the keypad code with unauthorized third-parties.
- 8.2. TENANT is not allowed to change any interior or exterior door locks.
- 8.3. LANDLORD provides a keyed lock for all bedrooms, but LANDLORD does not keep key copies of bedroom door locks.
- 8.4. TENANT is responsible for his or her mail key. LANDLORD does not keep copies of mail keys. If TENANT loses his or her mail key, the fee to re-key the mailbox is \$40.
- 8.5. **LOCKOUT SERVICE:** All TENANT's bedroom lockout service calls attended to by the LANDLORD shall be charged to the TENANT at forty (\$40.00) dollars per call between 8:00 a.m. and 5:00 p.m., MON-FRI, or at one hundred (\$100.00) dollars per call on any other day or hours, or on any holiday.
- 8.6. If any bedroom or mailbox keys to the premises are not returned to LANDLORD at the end of TENANT's tenancy, LANDLORD will charge TENANT \$40 dollars for each bedroom or mailbox lock replaced.

9. PARKING PERMIT AND TOWING POLICIES

- 9.1. For units with paid parking, TENANT must pay the annual parking fee and fill out a Parking Permit Request Form before receiving a parking permit from LANDLORD.
- 9.2. TENANT must suspend the parking permit from the rear-view mirror of his or her vehicle. The parking permit must be visible at all times and not covered or obstructed by any object.
- 9.3. LANDLORD's contracted towing company will tow away any vehicle that does not have a current and valid permit suspended from its rear-view mirror.
- 9.4. If a vehicle that does not have a parking permit is blocked by a vehicle that does have a permit, TENANT agrees to have the towing company temporarily remove the blocking vehicle, so that the blocked vehicle can be towed away and the blocking vehicle be parked in the blocked vehicle's space.
- 9.5. A lost parking permit will cost \$50 to replace. Lost a second time, TENANT will lose his or her privilege to park in the parking lot. There will be a \$20 charge for each parking permit not returned at the end of TENANT's lease term.
- 9.6. **VISITOR PARKING:** Visitor parking is not available at units with paid, permitted parking lots. TENANT's visitors are required to park away from the leased premises. LANDLORD is not responsible for coordinating parking of any visitors.

10. USE AND MISUSE OF PREMISES

- 10.1. **ABSOLUTELY NO PETS shall be permitted anywhere on the premises, even for a few minutes visit. Effective the day of witnessing a pet on the premises the rent will increase by \$350.00 per monthly installment for the remainder of this Lease Agreement term, including the month in which the pet was witnessed, even if the pet is subsequently removed from the premises. Furthermore, violation of this section shall entitle LANDLORD, at its option, to terminate this Lease Agreement in accordance with procedures defined in paragraph #4.3 of this lease, and sue for breach of contract. In addition, TENANT will be responsible for the cost of a pest control company treating for fleas, the cost of deodorizing, sealing floors, replacing carpet and pad in the entire unit, as well as the cost of any damages incurred by the pet. A fish in a bowl/tank of capacity of no greater than one gallon of water is allowed.**
- 10.2. **No smoking inside the house, apartment or apartment building hall is allowed and TENANT will be subject to \$150 fine plus the cost of replacing the carpet and repainting/cleaning the entire house/apartment.**
- 10.3. TENANT agrees the premises will be used for residential purposes only and will be occupied only by persons having written Lease Agreement with LANDLORD or assignee of TENANT hereinafter who must be approved by LANDLORD in writing. Violation of this section shall entitle the LANDLORD, at its option, to terminate this Lease Agreement in accordance with procedures defined in paragraph #4.3 of this Lease Agreement and sue for breach of contract, or charge a rental increase equal to whatever is applicable under the terms of this Lease Agreement per month, retroactive to the first day of the lease, plus a fine of \$1,000 dollars.
- 10.4. No holes, stickers, screws or nails of any kind are allowed inside or outside the unit. No adhesive-back hangers or sticky substances are allowed anywhere on the premises, which when removed, damage or peel the surface on which they were used, except for 3M Command Strips. TENANT will be charged for any wall damage caused by the improper removal of the 3M Command Strips.
- 10.5. No painting by TENANT will be permitted.
- 10.6. When TENANT moves in, LANDLORD shall furnish fluorescent, compact fluorescent (CFL) or LED light bulbs for fixtures furnished by LANDLORD; thereafter, light bulbs of the same kind (fluorescent, compact fluorescent or LED) and of the same wattage shall be replaced at TENANT's expense.
- 10.7. TENANT is responsible for replacing the battery in a digital thermostat.
- 10.8. Mini blinds are provided as courtesy to TENANT and TENANT is responsible for the replacement expense of any damaged, dirty, or dusty mini blinds.
- 10.9. If a fireplace exists in the apartment/house, TENANT is not allowed to use it at any time.
- 10.10. TENANT further covenants and agrees to execute and comply promptly with all statutes, ordinances, rules, orders and regulations of Federal, State, County, and City governments regulating the use by TENANT of the premises.
- 10.11. TENANT will not use, or permit the premises to be used, in any noisy, boisterous or other manner or use that will tend to create a nuisance or otherwise unnecessarily disturb or offend neighboring residents, nor will TENANT use, or permit the premises to be used, for any purpose deemed extra hazardous on account of fire or otherwise.

- 10.12. The premises will not be used for any unlawful purpose, or for any purpose deemed hazardous by LANDLORD or by LANDLORD's insurance company because of fire or other risk.
- 10.13. TENANT shall, at all times, keep the premises orderly, safe and free from rubbish, debris, litter and dirt and shall store all trash and garbage within ample and appropriate containers, so that such trash and garbage can be picked up by the appropriate government authority, or private contractor designated to perform such function.
- 10.14. TENANT shall keep premises free of insects, rodents, vermin and other pest and shall not cause or permit objectionable odors to emanate or to be dispelled from the premises. In the event that exterminating services are required in respect to the premises, and it is determined that it is due to TENANT's negligence, TENANT shall be responsible for the cost thereof.
- 10.15. TENANT shall not store, collect, park, leave, deposit, maintain, reserve, put aside for future use, permit, allow, or suffer to remain on any porch, balcony, roof, or in a yard except in a completely enclosed building or structure, any upholstered furniture, mattresses, materials and other similar products not designed, built and manufactured for outdoor use unless such is in an enclosed porch or balcony. For purposes of this section an enclosed porch or balcony shall mean a platform located at and attached to or abutting against the entrance to a building, completely covered by a roof and completely enclosed by fully intact glass and/or fully intact screens. Screens are framed wire mesh or framed plastic mesh used to keep out insects and permit airflow. Any evidence of violation of this section will subject TENANT to a \$150 fine, all applicable City of Columbus fines and the cost for any damage to the building resulting from the violation.
- 10.16. No pools or hot tubs are allowed to be placed anywhere on the premises and evidence thereof will subject TENANT to a \$150 fine.
- 10.17. TENANT is not allowed on any roof structure of the premises (i.e. porch roof) for any reason, other than in an emergency. Any evidence of a TENANT (TENANT him/herself, chair(s), sunbathing towel/items etc.) witnessed on any roof structure of the premises will subject TENANT to a \$150 fine/occurrence, all applicable City of Columbus fines and the cost for any damage to the building resulting from this improper use.
- 10.18. TENANT is responsible for removal of ice and/or snow around the premises. If the premises are an apartment building with apartments' entrance door facing outside, TENANT is responsible for removing ice and/or snow, only in the immediate area in front of TENANT's apartment.
- 10.19. No beer kegs and no candles are allowed anywhere on the premises, inside or outside the house or apartment and TENANT shall be charged \$150 fine for each beer keg witnessed on the premises.
- 10.20. No make-shift furniture (i.e. table with plywood top) will be used on porch, deck or anywhere on the premises and evidence thereof will subject TENANT to a \$150 fine.
- 10.21. TENANT shall not erect any kind of signs, banners, fences, speakers, satellite dishes or antennas in, on, or around the premises.
- 10.22. No lumber or construction materials of any kind will be allowed anywhere on the premises. TENANT is not allowed to park on the yard, grass, or any area of the premises that is not designated for parking. TENANT shall be responsible for any damage to yard/grass including ruts and holes caused by improper parking.
- 10.23. TENANT will not charge for parking (ex. football season).
- 10.24. TENANT will not have unregistered or inoperable vehicles anywhere on the premises.
- 10.25. No fire pit or open flames of any kind and no charcoal, electric, gas or any kind of grills are allowed anywhere on the premises. TENANT will be subject to a \$150 fine if any kind of grill, or open flames of any kind are witnessed on the premises.
- 10.26. TENANT shall not store any items or belongings within the "no-storage" zone painted around the furnace(s) and water heater(s).
- 10.27. TENANT shall not string, lay, place, mount, tape, hang, or run any wire or cable, of any type, on, around, or across the floor, walls, ceiling, or anywhere else on the interior or exterior of the premises. Evidence thereof will subject TENANT to a \$150 fine.
- 10.28. No extension cords are allowed anywhere on the premises and evidence thereof will subject TENANT to a \$150 fine. Only a cord with a circuit protection strip is allowed. Any cord placed in the strip must go directly to the appliance it serves.
- 10.29. TENANT shall not install equipment, waterbeds, window A/C units, use space heaters or mini refrigerators, make alterations, additions, or improvements to the physical structure of the premises. Evidence thereof will subject TENANT to a \$150 fine, all applicable City of Columbus fines, and the cost for any damage to the building resulting from TENANT's violation of this provision.
- 10.30. TENANT shall not flush wet wipes or "flushable" wipes down the toilet, as such wipes can seriously damage the plumbing.

- 10.31. TENANT shall be responsible for the maintenance of stopped up toilets and/or garbage disposal if such maintenance is required due to TENANT's negligence, i.e. tampons, food, bottle-caps, wet wipes, "flushable wipes", etc.
 - 10.32. TENANT will always have a toilet plunger available for every toilet in the house/apartment and will make sure that it is a toilet plunger and not a sink plunger.
 - 10.33. TENANT shall be responsible for all door/window/glass breakage and screen damage regardless of circumstances.
 - 10.34. No repairs will be made by TENANT anywhere on the premises without written approval of management.
 - 10.35. TENANT is responsible for and agrees to pay for damage done by wind, rain or cold weather caused by leaving windows open.
 - 10.36. TENANT must set the furnace(heater) thermostat in the premises no lower than 65 F degrees during Winter months and is responsible for and agrees to pay for frozen/burst water lines and fixtures and all damage resulting therefrom.
 - 10.37. TENANT shall keep all smoke and carbon monoxide detectors in good working order, including keeping batteries which work in each detector, and test all smoke and carbon monoxide detectors daily and notify LANDLORD in writing of any mechanical failure, need for repair, or replacement.
 - 10.38. PODS or any other storage units are not allowed on the premises at anytime including moving in and moving out.
 - 10.39. TENANT shall be responsible for any damage to the premises or carpeting therein whether caused by TENANT, other occupants or visitors to the unit.
11. **RENTERS INSURANCE:** It is highly recommended that TENANT carry renter's insurance to cover any loss or damage of TENANT(S) (or any other occupants) personal property caused by fire, leakage or flow of water, explosion, sewer backup, rain or any other insurable hazards regardless of the cause thereof, and TENANT does hereby release LANDLORD from any and all liability for such damage or loss. If the premises are rendered unusable by fire, flood, or other casualty, LANDLORD, at his option, may repair the premises, or terminate this Lease Agreement.

12. UNIT ENTRY AND INSPECTION

- 12.1. LANDLORD or his agent or employee may inspect the premises in the event of an emergency. However, if there is no emergency situation, a 24-hour notice to TENANTS shall be given via e-mail for an intention to enter by LANDLORD, his agent or employee.
- 12.2. TENANT shall keep all bedroom doors unlocked during all inspections and showings to prospective tenants, or to insurance and mortgage agents.
- 12.3. LANDLORD or his agent or employee will perform 3-6 routine inspections of your premises per year, as needed, to make sure TENANT is complying with this Lease Agreement. Any damages caused by TENANT or TENANT's guest(s) will be immediately repaired at TENANT's expense and TENANT will reimburse LANDLORD for said repairs within seven (7) days from demand for payment from LANDLORD. Failure to reimburse LANDLORD within seven (7) days of demand for payment from LANDLORD shall constitute a violation under this Lease Agreement and TENANT shall be subject to eviction.
- 12.4. All repairs made by TENANT anywhere on the premises without written approval of LANDLORD, will be reversed/undone and repaired by LANDLORD at TENANT's expense (ex. drywall hole repaired by tenant will be cut out and redone by landlord in order to make sure that no plumbing, or electrical wires, or structural framing have been adversely affected by tenant's repair). There will be a 10% administrative cost added to the cost of all repairs/damages.

13. PROFESSIONAL CARPET CLEANING OBLIGATION

- 13.1. TENANT is responsible for having the carpet professionally cleaned at the end of TENANT's tenancy, at TENANT's own expense, and must provide LANDLORD with the original receipt for this service.
- 13.2. The unit must be completely empty and clean prior to the day of the carpet cleaning. If the carpet is cleaned before the unit is completely empty, the incomplete work will be obvious. LANDLORD will schedule a second cleaning on LANDLORD's time, the cost of which (the cleaning and LANDLORD's time) will be deducted from TENANT's security deposit.
- 13.3. Professional carpet cleaning, as it applies for this Lease Agreement, means a full-service company with truck-mounted commercial or industrial equipment using a hot-water extraction method (also known as commercial steam cleaning) to dissolve and extract dirt. The use of consumer-brand or self-service machines by TENANT will not be considered professional — this means that the use of Bissell, RugDoctor, or Hoover vacuums will not satisfy the carpet cleaning requirement under this Lease Agreement, nor will the use of any rental vacuums found at department stores.

14. SECURITY DEPOSIT POLICY

- 14.1. TENANT will deposit with LANDLORD a sum, equal to one month's rent, as security deposit, to guarantee the return of the premises in as good or better condition as when initially occupied (reasonable wear and tear excepted). If this is a Lease Agreement renewal, part of this security deposit will be paid by the new tenants, if applicable, and part of it will be transferred from the renewing tenants' current Lease Agreement to this renewal Lease Agreement. The security deposit shall NOT be applied toward any month's rent during occupancy. Said deposit will be postmarked and returned (less any applicable deductions) to TENANT within thirty days after the expiration of this Lease Agreement under the following conditions:
- 14.1.1. All keys are returned to LANDLORD together with the carpet cleaning receipt, the property is vacated in clean condition by the last day of this Lease Agreement period and,
- 14.1.2. LANDLORD's inspection reveals no damages to the premises, reasonable wear and tear excepted and,
- 14.1.3. All TENANTS have signed a SECURITY DEPOSIT RESPONSIBILITY FORM (if not all tenants are vacating) or a SECURITY DEPOSIT RETURN FORM (if all tenants are vacating) designating the name, address and phone number of one individual to receive all or any portion of the deposit being refunded at that time. TENANTS understand and agree that if all tenants and sublessees fail to agree on a designee, the security deposit will be made payable to all tenants and sublessees who signed this Lease Agreement in one check and it will be mailed to the address of the leased premises stated in this Lease Agreement.
- 14.2. Further, if the conditions of this Lease Agreement are not complied with including rent not timely paid, or if other conditions or requirements of this Lease Agreement are breached or violated by TENANT, then the whole or a fractional part of the deposit may be retained by LANDLORD as partial liquidated damages without prejudice to the rights of LANDLORD to recover such damages as he may be entitled to. Any deductions from the security deposit shall be itemized and identified in writing by the LANDLORD during this same time period. This provision does not waive rights of the LANDLORD to seek damages in excess of the security deposit. The TENANT agrees to reimburse the LANDLORD for any rent, fees, utilities due and/or damages exceeding the security deposit.
- 14.3. **POTENTIAL SECURITY DEPOSIT CHARGES:** The most common, and easily avoidable, itemized charges can be found in the table below. Costs in red are minimums and are subject to increase. Remember, according to this Lease Agreement, an administrative cost of 10% is added to each item.

| LANDLORD Action | Cost | Admin Fee | Total Charge |
|---|-----------|-----------|--------------|
| Removal of Furniture (Per Item) | \$ 50.00 | 10% | \$ 55.00 |
| Replace Damaged/Dirty/Dusty Mini Blinds (Per Blind) | \$ 25.00 | 10% | \$ 27.50 |
| Replace Damaged Window Screen (Per Screen) | \$ 50.00 | 10% | \$ 55.00 |
| Replace Dirty/Missing Stove Drip Pan (Per Pan) | \$ 10.00 | 10% | \$ 11.00 |
| Replace Standard Light Bulb (Per Bulb) | \$ 5.00 | 10% | \$ 5.50 |
| Replace Vanity/Fluorescent Light Bulb (Per Bulb) | \$ 8.00 | 10% | \$ 8.80 |
| Replace Discharged/Missing Fire Extinguisher (Per Extinguisher) | \$ 60.00 | 10% | \$ 66.00 |
| Replace Battery - Smoke Detector (Per Detector) | \$ 8.00 | 10% | \$ 8.80 |
| Replace Battery - Carbon Monoxide Detector (Per Detector) | \$ 8.00 | 10% | \$ 8.80 |
| Replace Damaged Smoke Detector (Per Detector) | \$ 40.00 | 10% | \$ 44.00 |
| Replace Damaged Carbon Monoxide Detector (Per Detector) | \$ 60.00 | 10% | \$ 66.00 |
| Replace Damaged Interior Door (Per Door) | \$ 300.00 | 10% | \$ 330.00 |
| Replace Damaged Exterior Door (Per Door) | \$ 600.00 | 10% | \$ 660.00 |
| Replace Lock (Damaged/Key Missing) - Mailbox | \$ 40.00 | 10% | \$ 44.00 |
| Replace Lock (Damaged/Key Missing) - Bedroom | \$ 40.00 | 10% | \$ 44.00 |
| Replace Lock (Damaged) - Keypad Deadbolt | \$ 200.00 | 10% | \$ 220.00 |

| LANDLORD Action | Cost | Admin Fee | Total Charge |
|---|----------------------------------|-----------|--------------|
| Replace Damaged/Missing Fire Escape Ladder | \$ 125.00 | 10% | \$ 137.50 |
| Replace Damaged/Missing WOW! Cable Modem | \$ 195.00 | 10% | \$ 214.50 |
| Replace Carpet Damaged/Stained Beyond Normal Wear | Contractor Price + 10% Admin Fee | | |
| Repair Damaged Landscaping/Grounds | Contractor Price + 10% Admin Fee | | |
| Paint Beyond Normal Wear and Tear | Contractor Price + 10% Admin Fee | | |
| Repair Damaged Drywall | Contractor Price + 10% Admin Fee | | |
| Replace Damaged Ceramic Tile | Contractor Price + 10% Admin Fee | | |

15. SUBLEASING

- 15.1. Subleasing is permitted under strict guidelines. TENANT shall not sublease the premises without the express written consent of LANDLORD. LANDLORD shall not unduly withhold its consent to allow TENANT to sublease. TENANT requesting to sublease is wholly responsible for finding a sublessee. A prospective sublessee must complete a rental application and pay the required application fee. A prospective sublessee must have a parent or guardian sign a Guaranty to Lease Agreement form.
- 15.2. TENANT requesting to sublease, the prospective sublessee, and all TENANTS under this Lease Agreement must sign a Sublease Agreement, approving the sublessee and agreeing to the sublease terms. A sample Sublease Agreement can be viewed at <https://www.osuproperties.com/docs/Subleasing-Instructions.pdf> on our website.
- 15.3. The prospective sublessee must pay a security deposit equal to the total monthly rent amount stated on this Lease Agreement divided by the number of tenants currently on this Lease Agreement. Sublessee security deposits will be handled according to paragraph #14 here above.
- 15.4. TENANT requesting to sublease must pay a non-refundable sublease fee of \$200.00.
- 15.5. TENANT requesting to sublease, the prospective sublessee, and all TENANTS under this Lease Agreement must receive a copy of the Sublease Agreement signed by LANDLORD prior to having the prospective sublessee occupy the premises. TENANT understands that an executed Sublease Agreement does not remove him or her from the obligations set forth in this Lease Agreement. All TENANTS understand that an executed Sublease Agreement does not alter the monthly amount due, the term of the original Lease Agreement, nor any other obligation set forth in this Lease Agreement.

16. TENANT REPLACEMENT PROCEDURE

- 16.1. At any time before expiration of this Lease Agreement, if TENANT is unable to fulfill his or her contractual obligations, he or she may request approval from LANDLORD to be formally replaced on this Lease Agreement by a new prospective tenant. Under no circumstances shall TENANT be removed from this Lease Agreement without a replacement tenant secured.
- 16.2. TENANT is wholly responsible for finding a prospective replacement for his or her spot on this Lease Agreement. LANDLORD will not assist, in any way, in the search or discovery of a prospective replacement tenant.
- 16.3. Any prospective replacement tenant must complete a rental application and pay the required application fee. If approved by LANDLORD, the prospective replacement tenant must pay a security deposit equal to the outgoing TENANT's individual security deposit contribution. All security deposits will be handled according to paragraph #14 here above. If approved by LANDLORD, the prospective replacement tenant must have a parent or guardian serve as a guarantor and complete a Guaranty to Lease Agreement form.
- 16.4. All TENANTS on this Lease Agreement, and the prospective replacement tenant, are required to sign a Tenant Removal/Replacement Addendum.
- 16.5. The outgoing TENANT must pay a non-refundable replacement fee of \$750.00.
- 16.6. TENANT shall not be formally replaced on this Lease Agreement until he or she receives a completed Tenant Removal/Replacement Addendum directly from LANDLORD, signed by all TENANTS on this Lease Agreement, the prospective replacement tenant, and LANDLORD.

17. **MOVE-OUT POLICIES**

17.1. No rebate will be made for vacating the unit prior to the end of the rent period.

17.2. Residents remaining in the unit beyond the last day of their lease, without renewal or permission, will be charged the prorated rent per day plus an additional service charge of \$300.00 per day. In addition, LANDLORD may proceed with an eviction action and sue for damages arising out of the late move out.

18. This Lease Agreement and all Guaranty to Lease Agreement forms, as well as any other documents associated with this Lease Agreement and TENANT's tenancy, may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of copies of this Lease Agreement and of signature pages by electronic mail and/or facsimile transmission in Portable Document Format (PDF), or any other method, shall constitute effective execution and delivery of this Lease Agreement and may be used in lieu of the original Lease Agreement for all purposes. Signatures of the parties transmitted by electronic mail and/or facsimile transmission in Portable Document Format (PDF), or any other method, shall be deemed to be their original signatures for all purposes.

19. LANDLORD agrees that if TENANTS perform all of the covenants herein, they shall be entitled to possession of the herein premises during the term of this Lease Agreement. Failure of LANDLORD to exercise his rights in respect of any default shall not be construed as a waiver respecting any subsequent default.

20. The execution of this Lease Agreement by TENANT, LANDLORD, and GUARANTOR(S) shall constitute the transaction of business in Ohio within the meaning of Ohio Civil Rule 4.3 (A) (1) and Section 2307.382 of the Ohio Revised Code. The laws of the State of Ohio shall govern the construction and interpretation of this Lease Agreement.

21. **SPECIAL PROVISIONS**

[Empty rectangular box for special provisions]

OTHER TERMS: This Lease Agreement and all Guaranty To Lease Agreement Forms contain the final and entire agreement between the parties hereto (including guarantors) and no party (including guarantors) shall be bound by any term, condition, or representation, oral or written, not set forth herein. IN TESTIMONY WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY AND YEAR HEREIN BEFORE WRITTEN.

SIGN ON NEXT PAGE

The undersigned have read and understand the terms herein, intend to become legally bound upon execution, and have received a copy of this agreement.

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

OSU PROPERTIES, LLC

X _____

Date _____

GEORGE KANELLOPOULOS, Owner / Landlord / Manager

Appendix 1

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement (Required by Federal Government Regulation)

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

Please click or visit the link below to view and read the *Protect Your Family from Lead in Your Home* pamphlet:
https://www.epa.gov/sites/production/files/2017-06/documents/pyf_color_landscape_format_2017_508.pdf

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

(c) _____ Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SIGN ON NEXT PAGE

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

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TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

OSU PROPERTIES, LLC

X _____

Date _____

GEORGE KANELLOPOULOS, Owner / Landlord / Manager