

# Contract For Student Housing

\_\_\_\_\_ Academic Year \_\_\_\_\_ Summer

Owner/Manager: Terry Nels  
199 Wynstone Ct.  
Xenia, OH 45385  
[tnels@mindspring.com](mailto:tnels@mindspring.com)  
Home;(937) 372-0792: Cell; 937-673-0216

Assistant Manager: Kevin Nels  
3558 Swigert Rd.  
Beavercreek, OH 45440

\_\_\_\_\_ L.L.C., hereafter referred to as "owner", hereby leases the dwelling at \_\_\_\_\_ to the person(s), hereafter referred to as "renter(s)", listed below.

**ACADEMIC YEAR RENT AND LEASE PERIOD.** This lease shall commence at 8:00 AM on the day dorms open for juniors at U.D., approximately \_\_\_\_\_ and shall terminate at 11:59 AM on \_\_\_\_\_.

-The renter(s) agree(s) to pay the owner as rent for the said dwelling during the said term, the sum of \$ \_\_\_\_\_. The rent shall be paid in two installments of \$ \_\_\_\_\_ unless other arrangements are made as noted below. The first installment of \$ \_\_\_\_\_ is to be received by the owner on or before \_\_\_\_\_ and shall represent the first semester's rent. The sum of \$ \_\_\_\_\_ is to be received by the owner on or before \_\_\_\_\_ and shall represent the second semester's rent. Rent may be delivered in person or by mail. Anticipated semester rent payments are \$ \_\_\_\_\_ per semester, each of \_\_\_\_\_ renters. Monthly payments if chosen amount to \$ \_\_\_\_\_ per month for 8 continuous months starting July 1, \_\_\_\_\_. This monthly fee includes a ~ %5 surcharge. THE OWNER WILL NOT SEND INVOICES FOR MONTHLY RENTS. No keys to the dwelling will be distributed unless all rent and security deposit payments are current.

**SUMMER RENT AND LEASE PERIOD.** This lease shall commence at \_\_\_\_\_ AM/ PM on \_\_\_\_\_, and shall terminate at \_\_\_\_\_ AM/ PM on \_\_\_\_\_. The renter(s) agree(s) to pay the owner as rent for said dwelling for said term the amount of \$ \_\_\_\_\_. The rent shall be paid in three payments of ~\$ \_\_\_\_\_, unless other arrangements are made as noted below. The payments are to be received by owner on or before May 15, June 15, and July 15, \_\_\_\_\_. Anticipated rent payments are ~ \$ \_\_\_\_\_ per month each of \_\_\_\_\_ renters.

## **GENERAL RENT CONDITIONS FOR ACADEMIC YEAR AND SUMMER LEASE PERIOD.**

Any occupancy beyond the period stated is not permitted unless otherwise agreed to in writing. Rent for lease extensions are usually \$30.00 per day per person, request for lease extensions are to be made in writing to manager.

### **The renters agree to be corporately responsible for full payments of all rents.**

-A \$10.00 per day fee may be deducted from the security deposit for any portion of rent received more than three days late. -A \$35.00 fee will be deducted from the security deposit for returned checks.  
-Renters verify that person responsible to provide funds (such as parents) for payment understand and agree to terms and conditions in this (RENT) section.

**SECURITY/ DAMAGE DEPOSIT.** -The sum of \$ \_\_\_\_\_ per person has been or will be deposited with the owner by \_\_\_\_\_ as a security/ damage deposit.

-The owner will hold the security/ damage deposit until termination of this rental contract and vacating of the premises by the renter(s). The renter(s) may not assign the security/ damage deposit to be used as rent. The security/ damage deposit will be used to reimburse the owner for damages to the premises or furnishings or failure to meet the terms of this contract. The security/ damage deposit may also be charged to compensate for any unpaid rent. The security deposit may also be used to obtain a parking permit and/or for DSL service as discussed below. The application of the security deposit shall not prevent the owner from taking legal remedies against the renter(s) either individually or as a group for any charges or damages exceeding the amount of the security/ damage deposit. Legal charges associated with the enforcement of this contract may be deducted from the security/ damage deposit.  
-Security deposit refunds will not be made until after the dwelling as been vacated, all keys are returned to the owner and the owner has had an opportunity to inspect the premises, which is normally 30 days.

**SUBLETTING** -The premises are to be occupied by only by the renter(s) agreeing to and signing this lease, there are to be no other occupants or renters without written permission from the owner/manager. Renters agree not to sublet all or any part of the premises without written permission from the owner.

**PETS**-The visiting or keeping of a dogs, cats, & other animals on the premises is not permitted and can be a cause for eviction and/or \$500 minimum animal damage deduction from security deposit. Keeping of caged animals requires owner's approval. Usual rental cost for approved pet(s) is \$150.00/ month/ pet.

### **DUTIES**

-The renter(s) agree(s) to live peaceably and abide by all relevant civil and University of Dayton's laws and rules. The renter(s) will keep the premises in a clean, neat, and orderly condition. This includes the following: keeping the premises free of trash and other nuisances, keeping counters and floors clean, keeping the yard and parking lot free of trash, keeping curtains and window coverings properly installed, keeping the outside steps and sidewalks free from ice, snow and other obstructions, and keeping the house free of signs or banners that are permanently attached to the house.

-Locks not to be added/changed without owner's written consent. Padlocks not allowed on bedroom doors

-Fines assessed by the City of Dayton housing inspectors against the property for litter, poor housekeeping or illegal signs will be charged against the security/damage deposit.

-At the end of the term of this lease, the renter(s) shall leave the premises in as good a condition as it was in at the time of occupancy, including overall cleanliness, less normal wear and tear.

**TRASH PROCEDURE** -Renters agree to place trash only in suitable and legal containers and locations. There is/are to be no trash or trash bags in yards, on porch, adjacent to trash dumpster, etc. Renters agree to insure trash container is at pickup point on trash pick-up day, which is traditionally Wednesday morning.

-Fee for removing trash or broken glass from yard is typically \$70.00 per incident; this amount is deducted from security/damage deposit.

**REPAIRS** -The renter(s) agree(s) to promptly report to the owner any damage from any cause, or any dangerous situation, or any need for repairs to the premises. Repair requests may be reported to managers above by email, cell phone, or home phone as shown above. The renter(s) will permit the owner or the owner's repairmen to enter the premises at all reasonable times to examine the premises and to make repairs. Owner is not required to give notice to enter unit, but agrees to provide a reasonable level of privacy to renters.

- Renter's requests for upgrades (i.e. paint room, replace carpet, different furniture) are to be provided to the owner in writing 45 days prior to lease commence date to be considered for completion.

**FIRE, THEFT and DAMAGES**-The owner shall not be responsible for the loss or damage to any property of the renter(s) from any cause whatsoever. The renter(s) agree to present any claims for loss at said unit to their family's insurance company. The renter(s) further agree(s) to keep the owner and the owner's agents free of any suit or claim for damages or injuries sustained on said premises by any invited guests or invited persons from any cause whatsoever during the term of this contract.

**OCCUPANCY** -All personal property of the renter(s) must be removed by the last day of the term of this contract unless the owner has approved the storage of renters' items. Any items stored beyond lease period, must have owner's written approval, must be together, covered with sheet, and be well identified w name of the owner, cell #, and planned pick up date; items not complying to these storage instructions are subject to be discarded. All keys must be returned by the last day of this contract term. Fee for unreturned keys is typically \$80.00.

**FURNISHINGS** -Dwellings are furnished with beds, desks, couches, dining room sets, occasional tables, lamps, etc. Cooking utensils, dishes, linens and other items of a personal nature are not provided. The only cleaning equipment/supplies provided by owner is a carpet sweeper. The contents of the dwelling(s) and their condition will usually be recorded on video just prior to the starting date of the lease. The renter(s) agree(s) not to remove furnishings from the dwelling. Kitchen chairs are not to be removed from the dwelling or placed on the porch. At the end of the contract term, all furniture must be in its original position and beds assembled.

### **PORCH FURNITURE**

-No furniture, except porch style furniture, is to be placed on the porch or outside the confines of the building. Davenport, couches and other pieces of stuffed furniture are not permitted and will subject the property to monetary fines, which will be charged to the security/damage deposit.

### **UTILITY CHARGES**

The owner will pay gas, electric and water charges. However, the renters may be responsible for excessive or unreasonable gas, electric or water charges due to wasteful acts by the renters.

### **DSL INTERNET SERVICE**

-The owner will / will not provide Internet service [DSL or equivalent] if so requested by renters before \_\_\_\_\_.

-Fee for Internet service is \$220.00 per person for the ~8 month lease period. This fee will normally be deducted from the security/damage deposit. DSL service is normally provided during summer lease period at no charge to renters.

-Cable TV service is not provided by owner, however the owner provides wires and connections inside the dwelling for cable TV and will assist in supporting connection of the service if requested by renters.

### **PARKING**

-On site parking is / is not provided. Use of parking lot during Academic year lease period, if provided, requires a parking permit from owner. Fee for parking permit is \$180.00 per vehicle for the ~ 8 month Academic lease period. Renters and owner agree that fee for parking permit will normally be deducted from security/damage deposit. Application for parking permits is to be completed with owner within 10 days from start of lease. Parking during summer lease period is at no charge to renters.

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**-SMOKE ALARMS** It is the responsibility of the renter(s) to periodically (monthly) test the smoke detection devices by pressing the test button. Any problems with these safety devices are to be reported to the owner immediately. Tampering with the alarm system or fire extinguishers is a violation of the Ohio and Dayton fire codes and can result in fine of \$100.00 per person and/or arrest. Renters understand that smoke alarms do not call 911 or Fire Department. Occupants are responsible to call 911 or Fire Department if needed.

### **TERMS and CONDITIONS**

-1. Smoking is not permitted inside the dwelling.

-2. Open flames from candles or other devices are not permitted inside the dwelling.

-3. Open flames from devices such as campfires, candles or Teekee Torches are not permitted on the grounds. Gas grills may be used in a safe manner.

-4. No persons are to reside at this dwelling except those signing this lease (other than casual overnight guests).

-5. No candles, fireworks, guns, or ammunition will be permitted on the premises.

-6. No painting, driving of nails into walls, affixing of signs to furniture or walls, or alterations of any kind will be permitted on the premises without express consent of the owner. Posters should be attached to walls with small, non-damaging tacks.

-7. Swimming pools are not to be installed on the premises.

-8. The renter(s) is/are also responsible for, and agree to pay for, damages done by wind or rain entering from windows left open, and by overflow of water or stoppage of waste pipes due to renter neglect.

-9. The renter(s) is/are not permitted on the roof of the house, porch or garage.

-10. The renter(s) agree(s) to have no beer kegs on the premises. A fine of \$200.00 per renter per beer keg may be assessed against the renters' for beer kegs on the premises.

-11. Beds are not permitted in basement areas and renter(s) are not permitted to sleep in basement areas.

-12. Owner reserves the right to provide any information on this lease form, Renter Information form, or from other legitimate sources to any person, government official or business organization, so requesting.

-13. Owner supports civil & U.D. laws/rules and normally reports violations to law enforcement officials.

**TERMINATION** The owner reserves the right to terminate this contract if the renter(s):

[a.] Fail to maintain a good environment on the premises,

- [b.] Violate any term of this contract, or violate any civil law on the premises,
- [c.] A change in student's college enrollment status,
- [d.] Cause excessive damage to the property located on the premises,
- [e.] Upon vacation or abandonment of the premises, also the owner may remove any personal property found on the premises and dispose of it without liability,
- [g.] Or if the renter(s) fail to pay rent when due or not comply with any other provision of this lease;  
-It will be the owner's option to take possession of the premises, change locks & cut off all utilities without notice to occupants. Renter(s) are responsible to pay costs incurred by the owner in enforcing this contract.

**COOPERATION:** The renters and owner agree to make a good faith effort to maintain a spirit of cooperation regarding this lease.

**ACCEPTANCE:** In consideration of the rents and covenants herein stipulated to be paid and performed by the renter(s), the owner listed above hereby let and lease unto said renter(s) the premises previously described.

Owner: \_\_\_\_\_ an Ohio Limited Liability Company

By \_\_\_\_\_  
Manager/Agent's Signature Date

Our signature indicates I/(we) accept the terms described above and agree to pay the contract rates.

<u>Signature of Renter(s)</u>	<u>Date</u>	<u>Deposit payment information &amp; Comments</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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Notes and Supplementary Conditions:  
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