

Contract for Student Housing

20 -21 Academic Year

Owner/Manager: Terry Nels
199 Wynstone Ct.
Xenia, OH 45385
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Cell; 937-673-0216

_____ L.L.C. hereafter referred to as "owner", hereby leases the dwelling identified as a _____ bedroom property located at _____; Dayton, OH 45409 ; to the person(s), hereafter referred to as "renter(s)", listed below.

LEASE PERIOD: This lease shall commence at 8:00 AM on the day dorms open for juniors at U.D., nearest Sunday, August 26, 2020 and shall terminate at 3:00 PM on the Sunday of UD graduation ceremony nearest May 9, 2021.

ACADEMIC YEAR RENT 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 May 1, 2020 and shall represent the first semester's rent. The sum of \$ _____ is to be received by the owner on or before November 1, 2020 and shall represent the second semester's rent. Rent may be delivered in person or by mail to the above address. Anticipated semester rent payments are \$ _____ per semester, each of _____ renters. Monthly payments if chosen amount to \$ _____ per month for 8 continuous months with starting due date of July 1, 2020. This monthly payment includes a ~ %5 surcharge. **THE OWNER WILL NOT SEND INVOICES FOR MONTHLY RENTS. The renters agree to be corporately responsible for full payments of all rents.** No keys or entry codes needed to gain legal entry to the dwelling will be distributed unless all rent and security deposit payments are current.

GENERAL RENT CONDITIONS: Occupancy beyond the stated period is not permitted unless otherwise agreed to in writing. Rent for lease extensions are usually \$45.00 per day per person, request for lease extensions are to be made in writing (email) to owner/ manager.

-A \$20.00 per day fee may be deducted from the security deposit for any portion of rent received more than three days late. A \$45.00 fee will be deducted from the security deposit for checks returned NSF.
-Renters verify that person responsible to provide funds (such as parents) for payment are clearly aware and agree to terms and conditions regarding rents.

SECURITY/ DAMAGE DEPOSIT:-The sum of \$1000.00 per person is to be/or has been 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 owner may elect to use the security/ damage deposit to compensate for any unpaid rent. The security deposit may also be used to purchase a parking permit 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.

INSPECTION-All renters signing this lease have inspected the subject property inside and out and understand it will be in the same general condition when they move in. Renters recognize that it is their responsibility to notify owner/manager of any preexisting defects, damage or dangerous issues found at said property within 5 days of start of lease date..

PETS-The visiting or keeping of 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. Charge for removing trash or broken glass from yard is typically \$100.00 per incident; this amount is deducted from security/damage deposit.

-Locks not to be added/changed without owner's written consent. 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, renter(s) shall leave the premises, and return it to the owner in as good condition as it was in at the time of occupancy, including overall cleanliness, less normal wear/tear. Renters will be assessed cleaning charges of \$54/hour if property is not sufficiently clean for next renters.

TRASH PROCEDURE -Renters agree to place trash only in suitable and legal containers (**which are provided by the City of Dayton**) 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, **and returned to rear of dwelling within 24 hours after being emptied by trash pickup service.**

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, or cell 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 reasonable 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 and STORAGE -All personal property of the renter(s) must be removed from the premises by the time and date this rental contract ends unless the owner has approved extended storage of renters' property. All extended storage property must have the building owner's written approval, renter's property must be together, covered with sheet, and be well identified on each container with name of the owner, cell #, and planned pick up date. Items not complying to these storage instructions are subject to be discarded. Only property belonging to persons signing this lease may be stored on the premises, illegally stored property is 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. Specifically, kitchen chairs are not to be removed from the dwelling or placed on the porch or yard. At the end of the contract term, all furniture must be in its original position and beds assembled.

PORCH & BASEMENT FURNITURE-The owner provides no basement or porch furniture. Only porch style furniture is to be placed on the porch or outside the confines of the building. Davenports, 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.

DSL INTERNET AND CABLE TV SERVICE

-The owner will provide basic Internet service and basic ~60 channel cable TV service at no additional cost to renters. Renters agree not to contact Spectrum, or other service provider without approval of Owner

UTILITY CHARGES

The owner will pay gas, electric, trash removal, 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.

PARKING-On site parking 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 \$200.00 per vehicle for the ~ 8 month Academic lease period. Renters and owner agree that fee for parking permit not paid within first 10 days of start of lease date will 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.

-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.

RESPONSIBLE PARTY _____ shall be designated as the "responsible party" and shall represent the other renters in all notices concerning this agreement. Also, responsible party is expected to create and effectively use a duties list to assign tasks for :

- trash removal from dwelling
- trash containers to alley for pickup/ return
- lawn cleanliness
- bathroom cleanliness
- kitchen cleanliness
- dishes washed/put away
- carpets swept

GENERAL TERMS and CONDITIONS

- 1. NO SMOKING OR VAPING ON PREMISIS! (BUILDING, LAWN, OR PARKING LOT). VIOLATIONS SUBJECT TO \$200 FINE.
- 2. Open flames from candles or other devices are not permitted inside the dwelling.
- 3. Open flames from devices such as campfires, candles or Tekee Torches are not permitted on the grounds. Gas grills may be used in a safe manner. Owner must approve location of tenant's gas grill. Grill propane tanks are not to be brought inside the dwelling.
- 4. No persons are to reside at this dwelling except those signing this lease (other than casual overnight guests).
- 5. No beer kegs, illegal drugs, candles, charcoal grills, fireworks, firearms, ammunition, campfires, water beds, hot tubs, swimming pools (including Kiddy pools), water slides or pets are permitted on the premises at any time.
- 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. Renters can be assessed charges for pest treatment if source of pests (i.e. roaches, bedbugs, etc.) is attributed to renters
- 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 tenant compliance to civil & U.D. laws/rules and normally reports violations to law enforcement officials.
- 14. All renters agree to read and abide by the information posted on the dwelling's refrigerator titled "*House Hints, Tips, Rules and Guidelines*".

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.] Have 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,
- [g.] Or if the renter(s) fail to pay rent when due or not comply with other provision of this lease;

- Upon termination for any of the above causes, it will be the owner’s option to take possession of the premises, change locks & cut off utilities without notice to occupants, the owner may remove any personal property found on the premises and dispose of it without liability. 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>Print last Name</u>	<u>Deposit payment information & Comments</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Notes and Supplementary Conditions:
