

# 1. Lease Agreement

## 1.1 PROPERTY ADDRESS

Property Address, Columbus, Ohio 43201

## 1.2 SIGNATURES

**This lease must be fully signed by all parties on or before Lease Return Date.** If not signed by this date, COOPER PROPERTIES, LLC, acting as agent for owner (“Landlord”) reserves the right to reject this lease, and find other tenants. The security deposit will be held in full until the Landlord re-rent’s the unit. If Landlord re-rents the unit for a lesser annual rent amount, the difference between the original annual rent amount and the annual rent amount from the replacement lease will be deducted from the security deposit and kept by the Landlord.

## 1.3 AGREEMENT

This agreement is between COOPER PROPERTIES, LLC, acting as agent for owner, 3820 North High Street, Columbus, Ohio 43214 (Landlord), and the Tenants named below and the Co-signers named on the Signature Page(s) (Inclusively called Tenants).

## 1.4 TENANTS

<<Tenants (Financially Responsible)>>

## 1.5 TERM

The term of this lease is from <<Lease Start Date>> until and including <<Lease End Date>>.

## 1.6 RENT

The rent for the term shall be Term Rent Amount. Said rent shall be payable on the 1st day of each month, in advance, without demand or deduction, in 12 equal monthly installments of <<Monthly Rent>>. This is a 11½ month lease. Rent for the term has been averaged over 12 months. There shall be a fixed charge of \$20 for each and all non-received rent payments after the 5th day of every month, plus a charge of \$5 a day thereafter until paid in full. Tenants will be charged \$40 for each check returned to Landlord unpaid for any reason. Landlord will not accept cash payment.

## 1.7 SECURITY DEPOSIT AND LAST MONTH'S RENT

For this to be a valid contract we must receive a Security Deposit of <<Monthly Rent>>, (due at initial signing) plus Last Month’s Rent of <<Monthly Rent>> (due no Later than 30 days after initial signing). Renewing tenants do not need to make any additional Security Deposit or Last Month’s Rent payments. All payments must clear the bank before contract is valid. Any Security Deposit or Last Month’s Rent payments returned for insufficient funds makes this lease void and the Landlord has the right to reassign the unit without notice.

Tenants shall deposit with the Landlord the sum equal to one month’s rent as security for his or her full and faithful performance under the lease and the law. Tenants agree that the deposit is not an advance payment of rent and does not relieve the obligation to pay rent. The Landlord, at the expiration of the lease or hold-over tenancy, may apply the deposit for past due rent, fees, utilities, cleaning, and/or for the cost of repairing damages to the premises caused by the Tenants, their guests, family or invitees. The amount of the security deposit is not deemed to be the measure of damages incurred (including but not limited to any breach hereunder) nor shall application of the same be a bar to further recovery or to any other remedy, at law or in equity, for such breach. Any deductions from the security deposit shall be identified by Landlord in a written notice sent to the Tenants together with the amount due, within thirty days after termination of the rental agreement. Only one deposit check will be returned when Tenants vacate the unit. Upon vacating the premises all Tenants must sign a written document designating the name and address of one individual to receive the deposit check

## 1.8 UTILITIES

Tenants will pay for: (1) GAS, (2) ELECTRICITY, (3) WATER & SEWER, (4) INTERNET. Three weeks prior to move-in, all tenants must set-up account(s) to begin or transfer Gas, Electric and Internet utility service in tenant(s) own name. All utility bills will be mailed to tenant(s) directly by the individual utility companies. The Landlord will set up Water & Sewer accounts with a 3rd party meter reading service and tenant(s) will be billed on a monthly basis.

## 1.9 PARKING

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All off-street parking, where provided, is on a "first come first served" basis for tenant(s) use only and at no charge to tenant. Parking Pass required and will be provided at no charge to tenant. Any car parked without the required parking pass, any abandoned autos, any non functioning autos, autos parked in yards, autos without current license plates or autos improperly parked in any way will be towed from premises at tenant(s) risk and expense. (Any lost parking pass will cost \$50 to replace). This lease does not include use of garages or any other outside buildings.

## 1.10 OCCUPANCY

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The Premises shall be occupied for residential purposes only, and only by the named Tenants. No unauthorized habitation. No Tenants are permitted to live in a basement unless specified by Landlord. Tenants shall not use the Premises for any unlawful purpose, or in any manner, which would be offensive or annoying to any other occupant of the building or the adjacent buildings, nor violate any law or ordinance.

## 1.11 SUB-LEASE

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Tenants shall not assign or sublet any part of the leased premises without prior written consent of Landlord, and no person shall occupy the premises except Tenants. Subletting does not release any Tenants or Co-signers from Lease Agreement terms, including paying rent. There is a \$100 charge for each sublesor applying to be added to a Lease Agreement. Paperwork for all subleasing that includes autumn semester must be completed and submitted for approval by the 15th day of the July before autumn semester begins.

## 1.12 RIGHT OF ENTRY

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Tenant shall permit Landlord and its Agents to enter all rooms of the Premises at all reasonable times following reasonable notice (except in an emergency) to inspect, Maintain, or make Alterations to the Premises or Property, to exhibit the Premises for the purpose of sale or financing, and, during the last 12 months of the Term, to exhibit the Premises to any prospective tenant. Landlord will make reasonable efforts not to inconvenience Tenant in exercising such rights, but Landlord shall not be liable for any interference with Tenant's occupancy resulting from Landlord's entry.

## 1.13 PETS

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Tenants shall not have pets of any kind on the premises, including visiting pets. Any pets on the premises shall be grounds for forfeit of security deposit, termination of the lease and or eviction. The tenants and co-signors shall remain liable for the entire rent amount due for the term of the lease. In the event that a pet is on the premises and the landlord chooses not to evict the tenants, the tenants and or the parent co-signers will be notified in writing (Letter or Email) and the tenants shall be fined \$300 for each occurrence.

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Initial Here

## 1.14 PROHIBITED ACTIVITIES

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Tenants are not permitted to smoke inside the premises.

No fire pit, chiminea or open flames of any kind allowed anywhere inside or outside of the premises, including inside fireplaces.

No grills on porches or within 10' of building or any structure on the property.

No persons are permitted on the roofs of the premises at any time for any reason.

Tenants shall not place or store any interior furniture, equipment or property outside of the building. Tenants will receive 1 warning to remove outside debris whether it belongs to them or not. If warning is ignored, Tenants will be charged \$100 per removed item.

Tenants cannot paint the inside or outside of premises.

No satellite dishes shall be attached to any building or structure on the property.

Tenants shall not install any waterbeds in the premises.

Tenants agree that the hallways shall be kept clear and clean throughout, including the areas in and about the entrance to the premises. Tenants shall not store any boxes or containers in the hallways of the building or in any furnace or mechanical room.

Tenants not to use any drain clearing chemicals (Drano), contact Cooper Properties to clear your drain.

## 1.15 CONDITION AND CARE

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Tenants accept the premises as is. Any defects or damages must be noted within four business days from move-in date by tenants and submitted to Landlord, otherwise the premises shall be presumed to be clean, safe and in good working condition.

Tenants shall not make any alterations of any sort, and will not paint, decorate, wallpaper or in any other manner change or alter any structure, wall, ceiling or floor surfaces. Tenants are responsible for supplying their own blinds, curtains or window treatments. Except with prior permission of Landlord, no additional phone or cable TV outlets, alarm systems, lock changes, or re-keying is permitted. No additional locks or deadbolts of any kind can be added to interior or exterior doors. Tenants shall not disable, disconnect, alter, or remove the Landlord's property and fixtures in the premises.

Tenants must replace batteries on smoke alarms or notify Landlord immediately if and when a smoke alarm malfunction occurs. Tenants must immediately notify Landlord of any plumbing, roofing or other water leaks, failure to do so will result in tenants being liable for any damages. Tenants are not allowed to turn off your heat during the winter months and Tenants are not allowed to set your thermostat below 55 degrees during the winter months. Any Tenants turning off your heat or setting thermostats below 55 degrees during the winter months will be liable for any resulting damages.

Tenants shall maintain a clean living environment for their own health and safety and the health and safety of their neighbors. Leased premises must be in a clean and orderly condition while the Landlord is trying to re-rent the unit. If not clean and orderly tenants will receive one warning. After the warning, tenants will be charged \$50 per visit in which the Landlord or Landlord's agents are forced to show the premises in a dirty and disorderly condition.

Landlord is not responsible for snow & ice removal.

All maintenance requests are to be submitted on line through the tenant portal.

## 1.16 DAMAGES

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If there is damage to or abuse of the premises beyond normal wear and tear at any point during the term of the lease the tenants will be considered in default (see section 1.19). In this event the Landlord may charge tenant for any damages at that time and the tenant will reimburse the Landlord for the charges. Broken property windows shall be replaced at the Tenants expense regardless of the cause of breakage. (For vandalism, proof of a valid Police Report will waive all property window replacement costs to tenants)

## 1.17 MOVE OUT

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Tenants shall leave the premises in the same condition as when received. Tenants will be charged a minimum trip fee of \$200 for any debris left inside or outside the unit, plus \$200 for each bulk item left behind (couches, beds, etc.). Tenants will be charged \$50.00 for any unreturned common entry keys plus the cost of new locks & hardware.

## 1.18 NON-LIABILITY OF LANDLORD

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Tenants are required to purchase renter's insurance to insure against damage, loss or theft of their personal property inside or outside the premises, as the Landlord's insurance does not cover any Tenant personal property. Tenants also assume all risk of loss or damage of Tenants' property at the premises, which may be caused by water, fire, wind, explosion, or any other cause, or by the act or omission of any other tenant or person in the property. Landlord, its officers, agents and employees, shall not be liable for any loss, injury or damage to Tenants, their guests, licensees or personal property, including but not limited to, acts of theft, burglary, vandalism and assault. Tenants agree to and hereby do indemnify and hold harmless Landlord, its officers, agents, and employees from and against any and all claims for injury, loss, or damages to person or property regardless of cause, arising out of or resulting from damage, injury or loss sustained by Tenants.

## 1.19 DEFAULT BY TENANTS

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In the event Tenants are in default of any terms of this Lease or other rules and regulations adopted by the Landlord, said default shall be grounds for termination of the Lease and/or eviction. It is expressly agreed and understood that the Tenants and Co-Signers shall remain liable for all rent until the Lease expires or the Premises are re-leased to other tenants, and shall further remain liable for cleaning costs, trash removal, painting costs, utilities, cost to repair any property damage caused by tenants, any expenses incidental to re-letting, including rental losses, or any other damages and costs sustained by the Landlord by virtue of the Tenants' use and occupancy of the Premises or default under the Lease.

## 1.20 MEDIATION

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In the event a dispute shall arise between the parties to this lease and the parties are not able to resolve said dispute after a reasonable period of time though negotiation, the parties agree to participate in the Dispute Resolution Program of the Franklin County Municipal Court Small Claims Division.

## 1.21 DAMAGE OR DESTRUCTION OF PREMISES

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If, in the opinion of the Landlord, the Premises or property should become uninhabitable during the term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease, or move Tenants to similar accommodations and repair and restore the Premises. In the event of such damage or destruction to the Premises without the fault of the tenant, their agents or guests, Tenants obligation to pay rent hereunder shall be abated only if Landlord terminates this Lease or does not furnish Tenants with similar accommodations.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Sign and Accept

### 2.1 ACCEPTANCE OF LEASE

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This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed