

# LEASE AND RENTAL AGREEMENT

## (12 INSTALLMENT JOINT LEASE)

This lease made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017/2018 at 222 W. Lane Ave. Columbus, Franklin County, Ohio, by and between undersigned LESSOR and LESSEE WITNESSETH: That the LESSOR, in consideration of the rents to be paid and the agreements to be performed by the LESSEE, has leased to the LESSEE an apartment located at 222 W. Lane Avenue, Columbus, Ohio for the term of 347 days beginning August 19th, 2018 and ending at Midnight on July 31st, 2019 at a rental of (\$ \_\_\_\_\_) dollars per 347 day term payable in 12 equal installments of \_\_\_\_\_ due by the FIRST DAY of each month during the installment term. The rental sum listed above is for the 347 day term and **IS NOT SUBJECT TO ANY FURTHER PRORATION.** (The rental amount for the full year is divided into 12 equal installments. Although it is not a full year's lease, you pay 12 equal installments of rent.)

**JOINT LIABILITY LEASE CONTRACT:** A joint liability interest in the apartment numbered \_\_\_\_\_, located at 222 W. Lane Ave., Columbus, Ohio 43201, together with the right to use in common with others, the furniture, appliances, and property provided by LESSOR in such Bedroom and Unit, and the right to use, in common with others, any common kitchen, bathrooms, provided property, computer facility, parking lots and other common areas, to the extent currently in place at the Unit or Facility. Each LESSEE sharing the apartment shall be JOINTLY and SEVERALLY liable for the entire term of this lease, it being specifically understood that the lease is entered into upon the LESSOR'S reliance upon the credit of both the guarantor(s) and the tenant(s).

All rent received after the FIRST OF EACH MONTH shall be subject to a late charge of \$40 plus \$1 per day after the 4<sup>th</sup> of each month and the LESSEE and the Guarantor(s) agree and covenant as follows:

<b>PARKING PASSES ALLOTTED *see section 12</b>

1. Upon the day the lease commences, both the FIRST AND LAST RENTAL INSTALLMENTS ARE DUE. This means the rent installments for August 2018 and July 2019 are both due upon move-in.

1A. LESSEE shall pay rent through Harrison Apartment's Online Portal System. Lessee acknowledges that they are signing the Online Payment Addendum contemporaneously with this lease. The Online Payment Addendum memorializes the terms and conditions of the Harrison Apartments Online Portal System. Please note that there will be a \$50 per check or debit fee for any in office payment made for any Lessee that is signatory to this lease. Harrison Apartments reserves the right to change your method of payment at any time at its sole discretion. Any payment that is returned from the bank is subject to a \$30 NSF charge and any applicable late charges.

Harrison Apartments: 222 W. Lane Ave., Columbus, OH 43201 Phone: 614-294-5551

**\*Email Notification:** Lessor will send resident notifications via email whenever possible to the email address provided by the lessee on the application. Notifications include, but are not limited to general resident notifications, lease account statements, notice to enter, and notice of violation. Lessor may also notify residents by personal notice under their apartment door.

1B. The LESSOR shall pay the following utilities: NONE. The following utilities are included in the monthly rental price listed above and are paid as a part of rent each month: GAS, ELECTRIC, WATER, SEWER, STORMWATER ASSESSMENT, EXTERIOR LIGHTING AND BASIC CABLE/INTERNET AS DEFINED BY SPECTRUM CABLE CO. 222 W. Lane Ave. is heated by natural gas boilers, the hot water is heated by a natural gas boiler, and the air conditioning is maintained by an electric water cooled chiller. The costs of providing heat, hot water, air conditioning, electric, water, and cable TV are a part of the LESSOR's monthly rent. This cost allocation is calculated by dividing the annual cost of these utilities for the previous year by 346, which is the number of residents in the building. LESSEE shall maintain an interior temperature of the premises of at least 65° Fahrenheit. Failure to do so will subject LESSEE to damages for any and all damage to the premises, or the building in which the premises are located, caused by the failure to maintain the 65°F interior temperature. LESSEE is not responsible for equipment failure, and LESSOR promptly shall repair/replace same. Boiler/Chiller to be switched over for the new season when Lessor deems fit based on looking at the extended weather forecast.

2. Rent installments are to be paid on the first of every month. If any installment of the rent is paid after the due date, it shall be subject to a late charge equal to \$40 plus \$1 per day after the 4<sup>th</sup>. However, tenant should also be aware that the landlord may also start eviction proceedings once rent is past due. "In the event the tenant is in default of any of the terms or obligations of the Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, said default shall constitute grounds for termination of the Lease and/or eviction by the Landlord. It is expressly understood and agreed that the Tenant shall be and remain liable for any deficiency in rent until the Lease expiration date or until such time in the interim, the Premises are leased by another acceptable Tenant. The Tenant shall also be and remain liable for any expense incidental to re-renting, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which the Landlord has sustained by virtue of the Tenant's use and occupancy of the Premises or default under the Lease." Landlord reserves the right to require that rent be paid in certified funds, cashier's check or money order, at any time. Payments received by LESSEE shall first be applied to late fees, then NSF fees, then past due utilities, then current utilities, then damages caused by LESSEE, then past due rent, and then current rent.

2A. LESSEES further agree they will be charged \$30.00 for each check returned to LESSOR unpaid for any reason. **No returned checks will be redeposited.** In addition, tendering an NSF check and failing to redeem it before the rent due date constitutes late rent. Thus, LESSEES will be subject to the late charges outlined in Paragraph 2, and this late charge must be paid with late rent. Lessee will pay LESSOR any charges LESSOR's bank may have charged LESSOR for processing the NSF check. If there are two returned checks for any one apartment, all further payments must be made by bank check or money order.

3. Each LESSEE agrees the premises will be used for residential purposes only and will be occupied only by persons having a written lease and rental agreement with the LESSOR or assignee of the LESSEE hereinafter who must be approved by the LESSOR in writing.

3A. LESSEE agrees if the number of adults living in a unit exceeds the number of bedrooms, there will be an additional charge per month for each additional resident of \$220.00 more per additional person. This provision is not applicable to families with children. Violation of this section shall entitle the LESSOR, at its option, to terminate the lease in accordance with procedures defined in paragraph 2 of the lease or charge a rental increase equal to whatever is applicable under the above guidelines per month retroactive to the first day of the lease.

4. In no event shall LESSOR be obliged to relocate LESSEE at LESSEE'S request, or be responsible or liable to problems or disagreements arising out of any differences in personality, style of living, etc among LESSEE and other LESSEES occupying the unit.

4A. If lessee is on a JOINT LEASE, each LESSEE sharing the apartment shall be JOINTLY and SEVERALLY liable for the entire term of this lease in issues of contract and negligence, it being specifically understood that the lease is entered into upon the LESSOR's reliance upon the credit of both the guarantor(s) and the tenant(s).

5. The premises will not be used for any unlawful purpose, or any purpose deemed hazardous by the LESSOR or by the LESSOR'S insurance company because of fire or other risk.

6. The LESSEE will obey and conform with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the premises, and will not be noisy, boisterous or in any manner offensive to other LESSEES or occupants of the building. Lessee or lessees guests may not engage in the following activities; unlawful activity, behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing any illegal drug or narcotic or drug paraphernalia as defined by law. Lessee may not possess a weapon prohibited by state law; discharge a firearm in or near the apartment or community; display or possess a gun, knife, or weapon in the common areas in any way that may alarm others; store any hazardous materials in or on the property; tamper with utilities or telecommunications; or injure our reputation by making bad faith allegations against us to

others. LESSEE will not hang or display anything in their windows that can be visible from the outside of the building.

7. NO PETS shall be permitted on the premises, even for a few minutes visit. In the event that a pet is discovered in the leased premises, even for a few minutes visit, the LESSEE agrees to do the following:

a) The LESSEE will permanently remove the pet from the premises within three (3) days of LESSOR'S notice and pay LESSOR \$150.00 per month from the day the pet entered the premises to the day the pet was permanently removed. This sum shall be considered additional rent. Therefore, failure to pay this sum shall constitute non-payment of rent and is subject to all the remedies in Paragraphs 2 and 2A of this lease.

b) LESSEE will pay for any damage done by LESSEE's pet(s) or visiting pets, (e.g., scratch marks, ripped carpet, chew marks etc.) immediately when billed by LESSOR. LESSEE will pay the cost of the damage, but it will not be fixed until LESSEE has moved out, because of the high probability of recurrence. Failure to pay these charges upon receipt of invoice by LESSEE, is therefore a default of payment of rent, and LESSOR may then, pursue legal remedies for default.

8. No gummed labels shall be put on the walls, nor any decals, or decorations which, when removed, destroy the wall surface or plaster. No painting will be permitted. No gas or charcoal grills are allowed. Smoking shall not be permitted within the confines of the building at all, including apartments, stairwells and common areas alike.

9. As of commencement of this lease, the LESSEE acknowledges that the premises, carpeting and furniture therein are in a good state of repair and condition, except as otherwise indicated in the checklist to be submitted no later than five days after the lease beginning date. LESSOR takes no responsibility for phone lines and jacks in the apartment.

10. If the exterior of the apartment herein rented contains a dumpster or refuse container, failure of the LESSEE to place garbage in said container shall be a violation of this lease. If the LESSEE fails to remove garbage from the apartment or litters it on the ground around said container; appropriate deduction from the security deposit of the LESSEE shall be made for cleaning and pickup. Any charges for exterior damage (litter or damage to hallway carpet, drywall, etc.) or filth (i.e. cleanup after parties) will be charged to responsible units. Further, poor housekeeping by LESSEES will not be tolerated. In the event LESSEE'S housekeeping is so below the standard of the campus area that it causes LESSOR problems in re-renting the apartment for the following rental season, LESSEES shall pay to LESSOR the amount of rent lost and for all damages. LESSEES shall be notified of their poor housekeeping and that it meets this clause and shall be given 30 days to remedy this condition. Failure to remedy this condition shall result in this clause being enforced in its entirety. In addition, LESSOR and LESSEE agree certain items of damage directly attributable to a resident's negligence and/or malice will be due at the time of the damage. If the residents fail to pay for these damages within 15 days of the presentation of a bill by LESSOR, then LESSOR reserves the right to deduct that amount from the residents' security deposit. Further, in cases where the apartment is severely damaged or dirty (extreme clutter and filth) i.e., damage by animals, broken doors, damaged appliances, ruined carpet (ex. multiple cigarette burns, un-cleanable stains) or multiple drywall holes, LESSOR reserves the right to demand LESSEES vacate the apartment. LESSEES agree as part of this lease to move out of the apartment by July 15th provided notice is given by June 30th. This allows LESSOR the necessary time needed to rehabilitate the apartment and/or re-rent the apartment after rehabilitation. At LESSOR'S option LESSEE agrees to allow LESSOR to clean their apartment between December 1 and July 31 for the purpose of renting it for the next season. If a second cleaning is needed to rent the unit, then LESSOR may charge LESSEE.

11. The LESSEE shall be responsible for the maintenance of the toilet, all sinks, disposal, and dishwasher, if objects are deposited therein causing stoppage. If there is a stoppage or damage done to any toilet, sink, disposal, dishwasher or clothes washer/dryer as a result of the negligence of LESSEE or LESSEE'S guests, the LESSEE will be charged for the repair of damages or for the time required to unblock the stoppages. LESSOR will not accept responsibility for sewer backups caused by LESSEE. In all other instances, LESSOR shall maintain the premises, appliances, and mechanical and utility systems in good working order and state of repair.

12. PARKING: It is agreed by and between the LESSOR and LESSEE that parking is not granted as part of the leased premises but rather as a courtesy to the LESSEE. The parking lot shall, at the LESSOR'S option, be operated on a basis subject to unauthorized cars being towed by a private towing and storage company. **Parking passes are required at all parking lots.** There is a cost of \$180.00 for each pass (pass is valid for the term equal to one school Semester). Summer Semester passes will run \$140.00. It is LESSEE'S responsibility to renew his/her parking pass at the beginning of each semester and at the beginning of a new lease. LESSOR will not be responsible for any towing costs that may occur as a result of the LESSEE forgetting to renew his parking pass. At LESSOR'S option, LESSOR may tow the cars of persons who have violated any rules of the lot as described by LESSOR or any terms of this lease agreement regardless of whether a valid pass is properly displayed or not. In the event that the lease agreement is legally terminated and LESSEE continues to park in parking lot, then LESSOR reserves the right to tow such vehicle. LESSEE UNDERSTANDS THAT PARKING IS LIMITED. Guest parking is sold at the Lessor's discretion and will not be available during home football game weekends. The parking breakdown is as follows: Studios, one-bedrooms, two-bedrooms: One parking space per apartment. Three-bedrooms: Two parking spaces per apartment.

Four, Five and Six-bedrooms: Three parking spaces per apartment. Any ADDITIONAL spaces available in the parking lot will be offered for sale by waitlist based on how many spaces are available after the initial passes are sold per lease. All persons needing a pass will be able to sign onto the waitlist and we will determine the number of passes available. ALL RESIDENTS MUST SHOW A VALID REGISTRATION WHEN PURCHASING A PARKING PASS.

13. The LESSEE has deposited with the LESSOR a sum of \_\_\_\_\_ which is equal to the amount of one month's rental installment (coupons may apply) to guarantee the return of the premises, including carpeting, in as good condition as when initially occupied, reasonable wear and tear (not dirt) expected. The LESSEE agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. At the expiration of the lease term, LESSOR may apply the security deposit for past due rent, fees, and/or the cost of repairing damage beyond reasonable wear and tear to the Premises. Also, abandonment or vacating of the Premises by LESSEE before the end of the term of the lease shall result in LESSOR deducting damages he/she has incurred from the security deposit. Each LESSEE shall be jointly and severally responsible for all losses incurred by LESSOR occasioned by the tenancy if on a joint lease. LESSEE agrees to provide LESSOR, in writing, a forwarding address upon vacating the Premises. LESSOR agrees to return to the LESSEE the security deposit or whatever part has not been applied in payment of the LESSEE'S obligations under the lease postmarked and returned to the LESSEE within thirty days after expiration of the lease or delivery of possession of the Premises to LESSOR, whichever is last to occur. All deductions will be itemized in writing by LESSOR. LESSOR may seek damages in excess of the security deposit and LESSEE agrees to reimburse LESSOR for any rent, fees and/or damages exceeding the security deposit. One check will be issued for the return of the security deposit funds to LESSEE'S on a joint lease and the check will be issued to all LESSEE'S unless LESSEE'S all agree to designate on LESSEE to whom the check will be issued. A Security Deposit in one name form must be completed by all LESSEE'S in order for the check to be issued to one LESSEE. This will occur provided:

A. All keys are returned to the office of LESSOR and the property vacated in clean condition by the last day of the lease period by 11:59pm and,

B. The LESSOR'S inspection reveals no damages or dirt in the premises, reasonable wear accepted.

C. If the conditions of this lease are not complied with including rent not timely paid or if other conditions or requirements of this lease are breached or violated by the LESSEE, then the whole or a fractional part of the deposit may be retained by the LESSOR as damages without prejudice to the rights of LESSOR to recover such damages as he may be entitled to. It is expressly agreed by and between LESSOR and LESSEE that any of the following create a conclusive presumption that LESSEE has vacated and abandoned the leased property:

- i) Failure of LESSEE to return all keys at the end of this lease term, or
- ii) Failure of LESSEE to remove all personal property from the premises at the end of this lease term.
- iii) Failure to have renewed the lease and/or paid monthly rent
- iv) Evidence that LESSEES are not inhabiting the apartment and LESSEE has informed LESSOR of LESSEE'S intent not to remain. Failure of LESSEE to remove any and all personal property at the end of this lease term does not create any liability upon LESSOR to safeguard, store, or in any other way protect said personal property, and further LESSEE hereby waives any claim which he may have against LESSOR in any way whatsoever connected with any and all personal property owned or possessed by LESSEE except any resulting from the negligence or misconduct of LESSOR or its agents. Further, if LESSEE has not vacated premises at the expiration of this lease, the rental shall accelerate to the rate of \$500.00 per day

13A. If the LESSEE gets locked out of their apartment the LESSOR may charge a service fee of \$10.00 for LESSOR'S cost in unlocking the door to the premises. If LESSEE loses a front door key, LESSEE must pay a lock change charge of \$75.00 for the safety and security of the other residents. Losing a bedroom or mailbox key will result in a \$25 replacement fee. Losing a key fob to the building will result in a \$20 replacement fee. LESSEES are not allowed to duplicate keys. Under no circumstances may LESSEE change, re-key, add or delete any lock, key or other security device. If LESSEE breaches this paragraph or any part hereof, LESSOR may charge LESSEE any locksmith or other charges to return the locks, keys or other security devices to their original condition. This clause applies to all exterior locks and interior privacy locks.

14. LESSOR is not liable for damage to LESSEE'S personal property unless caused by negligence of LESSOR or LESSOR'S agents. LESSOR requires that LESSEE purchase personal property insurance. Further, LESSOR is not liable for injuries or damage caused on premises if a need for repair of object causing injury or damage was not known to or reported to LESSOR. In the event fire or other casualty wholly destroys the premises, this lease shall terminate and LESSEE shall be liable for rent to the day of the destruction of the premises. In the event the premises are not destroyed, but are damaged by fire or other casualty, the LESSOR at its option, may terminate this lease, or continue it in effect by repairing or rebuilding the premises, LESSOR shall give notice of his intent to terminate the lease to LESSEE, in writing, within thirty (30) days of the fire or other casualty, if LESSOR elects to terminate this lease. If LESSOR elects to repair or rebuild the premises, this lease shall continue in full force and effect during the time of repairing or rebuilding, except that rent only shall abate during the repair or rebuilding period. When the premises are repaired or rebuilt, LESSOR shall give notice of that fact to LESSEE, and LESSEE shall resume occupancy of the premises, and resume paying rent, all within fifteen (15) days of the giving of notice by LESSOR that the repairs or rebuilding is complete. In the event of fire not caused by LESSEE, then LESSOR shall attempt to find alternative housing during repairs.

14A. In the event of fire or other casualty which is caused by any negligence of LESSEE, or of LESSEE'S guests, co-tenants, invitees, agents or servants, LESSEE shall be fully liable to LESSOR for all damages, costs, losses and expenses resulting from such fire or other casualty, and not reimbursed by LESSOR'S insurance. Further, the LESSOR'S insurance company subrogate against lessees, co-tenants, guarantor's, agents, or servants. And further, in such event LESSOR may, at its option, retain LESSEE'S security deposit, without interest or other penalty, pending the final determination of the cause of such fire or other casualty, and LESSEE'S liability therefore, unless otherwise required by ORC 5321.16.

15. No rebate will be made for vacating the apartment prior to the end of the rent term. The LESSEES in the apartment and all guarantors of the lease shall remain on the lease and **there is no right to cancel at the end of the school semester unless the term of this lease ends contemporaneously therewith.** LESSOR shall provide LESSEE a renewal date option at LESSOR'S discretion.

16. The LESSEE shall not assign this lease or sublet the premises without the consent of the LESSOR. LESSEE will pay LESSOR a non-refundable processing fee of \$100.00 for each application **not** submitted to LESSOR for consent to sublease. LESSEE is advised to ask SUBLESSEE for a security deposit for damages done during their tenancy. For purposes of summer sublet only, LESSOR shall not unduly withhold or unreasonably delay its consent for summer subleasing. On a joint lease, all roommates must be in agreement of subletting.

17. The LESSEE shall be responsible for any damage to the premises, appliances or carpeting herein whether caused by the LESSEE, or other occupants or visitors to the apartment.

18. The LESSEE shall keep the apartment, free from all filth, debris and refuse. All garbage shall be handled in accordance with paragraph 10 of this lease.

19. The LESSOR or its agent or employee may inspect the premises at any hour in the event of an emergency, but if there is no emergency situation a reasonable notice to the LESSEE shall be given for an intention to enter by the LESSOR, its agent or employee. Further, upon reasonable notice to LESSEE, LESSOR may enter the leased premises for the purpose of exhibiting the same to potential tenants, and any request for service or repairs made by LESSEE to LESSOR constitutes LESSEE'S permission for any person making such service or repair call to enter the premises during reasonable hours.

20. The LESSEE agrees that the hallways shall be kept clear and clean throughout, including the areas in and about the entrance to the apartment; that said duty shall be borne by the LESSEE and that LESSEE shall not store any boxes or containers in the hallways of the building, or in any furnace or mechanical room. In the event LESSEE violates this provision, and such violation causes, aggravates or contributes to any fire or other casualty, LESSEE shall be liable to LESSOR and/or any other LESSEE who may be damaged, subject to paragraph 14A above, and such violation shall be conclusively presumed to be a negligent act on the part of LESSEE, LESSOR does not itself insure, nor does LESSOR have insurance from others which covers ANY LOSS to any property of LESSEE and LESSEE hereby agrees to adequately insure his own property against fire and extended perils to the extent he deems necessary.

21. The LESSEE shall not install equipment or make alterations, additions or improvements to the physical structure of the premises.

22. LESSOR agrees that LESSEES shall perform all of the covenants herein, prior to the expiration of the applicable notice and care period, they shall be entitled to possession of the herein premises during the term of this lease. Failure of LESSOR to exercise his rights in respect of any default shall not be construed as a waiver representing any subsequent default, nor otherwise prejudice any right to which LESSOR may be entitled.

23. The laws of the State of Ohio shall govern the construction and interpretation of this lease.

24. The execution of this lease by LESSEE, LESSOR, and GUARANTOR(S) shall constitute the transaction of business in Ohio within the meaning of the Ohio Civil Rule 4.3(A)(1) and Section 2307.382 of the Ohio Revised Code.

25. The LESSEE agrees to have his or her GUARANTOR, approved by LESSOR, execute Guarantee at the bottom of this lease within ten (10) days after the date LESSEE executes this lease. If the appropriate GUARANTOR, as set forth herein above, fail to do so, LESSOR may terminate this lease at any time by giving notice thereof to LESSEE, and retain any monies paid, in addition to all other rights and remedies to which LESSOR is entitled. LESSOR may also agree to hold individuals responsible without a cosigner at their discretion. Signing a lease shall be considered binding at LESSOR'S option.

26. It is the Landlord's policy not to rent to any registered sex offender under any circumstance. If you or any household member occupies the premises and is a registered sex offender at any time during the lease term, any renewal thereof, or otherwise during your tenancy; landlord shall have the immediate right to terminate tenancy, issue a three (3) day notice to vacate, and initiate an eviction action at your cost.

**OTHER TERMS:** This lease contains the final agreement between the parties hereto (including guarantors) and no party (including guarantors) shall be bound by any prior item, condition or representation, oral or written, not set forth herein. IN TESTIMONY WHEREOF THE PARTIES HAVE SIGNED THESE PRESENT ON THE DAY AND YEAR HEREIN BEFORE WRITTEN. (To the extent permitted by Ohio Law)

LESSOR: Harrison Apartments By \_\_\_\_\_, AGENT FOR HARRISON HOLDINGS I, L.L.C. X \_\_\_\_\_

LESSEE (RESIDENT) \_\_\_\_\_

LESSEE X \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

LESSEE X \_\_\_\_\_

LESSEE X \_\_\_\_\_

LESSEE X \_\_\_\_\_

LESSEE X \_\_\_\_\_

**GUARANTEE**

I, the undersigned, who is the GUARANTOR of the LESSEE (S) in the foregoing lease, hereby guarantee payment of the rent due under said lease, and fulfillment of all other terms and conditions of said lease. I agree that my liability is joint and several with all other lessees and guarantors, and NOT limited to a fractional amount of the rent owing. I further agree that, in the event LESSOR pursues collection of my liability, that I shall be further liable for all costs of collection, including but not limited to court costs and reasonable attorney fees. By signing the above lease, I am authorizing a credit check and must provide LESSOR with my social security number for verification.

GUARANTOR (COSIGNER) X \_\_\_\_\_ SS#: \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public