



LEASE AGREEMENT

On _____ the Owner(s)/Landlord(s), Jack Torrance collectively referred to in this lease as "Landlord", and the person(s) named, _____

Roland Deschain, Eddie Dean, Susannah Dean, Jake Chambers

collectively referred to in this lease as Tenant," enter into this Lease in Athens, Ohio, in consideration of Landlord's and Tenant's mutual promises that are stated below.

- 1. LANDLORD'S AGENT:** University Housing hereinafter referred to as Agent, serves as the agent for Landlord and may act accordingly.
- 2. NOTICES, RENT, DEPOSITS AND COMMUNICATIONS TO LANDLORD:** Any notices that Tenant is required by law to give Landlord shall be addressed to University Housing, at P.O. Box 767, Athens, OH 45701. All rent, deposits, and other payments shall be made payable to University Housing and mailed to or delivered to P.O. Box 767, Athens, OH 45701. Tenant shall contact Agent on any notices, communications or other matters Tenant is required to make to Landlord under this Lease.
- 3. NOTICES, DEPOSITS, AND COMMUNICATIONS TO TENANT:** Upon signing this Lease, Tenant shall provide Landlord, in writing, a current address and telephone number where Tenant may be contacted prior to the commencement of the Lease Term. Tenant shall also provide, in writing, a forwarding address and telephone number on the Tenant Information Sheet.
- 4. LEASED PREMISES:** Landlord leases Unit 237 at University Housing, 15 S. Shafer St., Athens, Ohio, 45701. (If the Unit Number is not indicated, Landlord may assign Tenant to a unit no later than the commencement date of the term of this lease. If tenant is enrolled in Ohio University Summer Session II or Full Summer Session, Landlord may extend term of the Lease until August 15, 2020. Tenant is required to provide the Landlord a written request to extend the Lease and proof of enrollment on or before July 1, 2020. (Landlord may insert the date the unit is assigned in the space provided above.) "Premises" or "Leased Premises" as referred to in this Lease includes the assigned unit; any porches, balconies or patios attached to the leased unit; portions of the Clubhouse used by tenants; stairwell areas; and any common grounds used by tenants. "Unit" or "Leased Unit" as referred to in this Lease only includes the assigned unit. Resident acknowledges Landlord has the right to assign a Roommate to any vacant exclusive bed space in the Unit before or during the Term of this Contract without notice. Resident acknowledges that Resident is solely responsible for getting along with the Roommates, even if Landlord placed Resident with the Roommates. Resident acknowledges that reasonable cooperation and respect will be afforded to all Roommates, and non-smoker rights prevail. Landlord shall not be liable for any personal conflict of Resident with Roommates, Roommates' guests, licensees, or invitees, or with any other residents that reside at the Community. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Resident and Roommates, or other residents that reside at the Community, does not constitute grounds for termination of the Housing Contract by Resident.

5. TERM OF LEASE: The term of this lease commences on 08/23/2019 and terminates on 07/26/2020, hereinafter referred to as the "Lease Term". Landlord will exercise its best efforts to deliver possession of the premises upon commencement of this lease, but will not be liable for failure to do so. Any such failure will not modify this lease except that, at Tenant's option, Landlord will prorate the rent to the date upon which occupancy is available or promptly return all deposits and cancel this Lease.

6. RENT: Tenant shall pay to Landlord the sum of \$ 4,200.00 in consideration for this Lease and the Lease term.

SEMESTER PAYMENTS: One-third of this rent is due and payable 07/01/2019; one-third due and payable no later than 12/01/2019; one-third due and payable no later than 04/01/2020.

MONTHLY PAYMENTS: Twelve payments of _____ due no later than the 1st of the month starting on _____ through _____.

Late rental payments shall be subject to a late charge of either ten percent (10%) of the total rent amount due, or interest on the total amount due at an annual rate of twenty percent (20%) (based on a 360-day year), whichever charge is greater. Payment of the late charge shall not cure any default of this Lease by Tenant nor shall Landlord's acceptance of rent past due or late charges be considered a waiver of any default of Tenant including Landlord's right to eviction proceedings. Any rental payments made by check shall be charged a handling fee of forty dollars (\$40.00) if the check is returned unpaid. Tenant shall be liable for any fees associated with the collection of past due accounts.

7. RENEWAL AND HOLDOVER: Holding over by Tenant with or without the consent of Landlord after termination of this Lease shall be treated as tenancy from month to month at a monthly rental, payable in advance, of \$1,800.00. This provision shall not be construed as giving Tenant any right to so hold over.

8. UTILITIES: Landlord shall provide water, sewer and garbage removal for the leased unit. Tenant shall pay for electricity during the Lease term for the leased unit. Tenant shall also be responsible for telephone service hookup and costs, and cable television service hookup and costs should Tenant desire those services.

9. SECURITY DEPOSIT: Tenant shall deposit \$ 350.00 with Landlord upon entering this lease. The deposit is security for the faithful performance by Tenant of this Lease. The deposit will serve as a fund from which Landlord has the option to obtain partial or full reimbursement for any amounts that Tenant is obligated to pay as rent, damages, or otherwise under this Lease or under the law. Landlord may obtain such reimbursement without prejudicing any other available remedies or rights, including Landlord's right to possession of the premises for nonpayment of rent. In the event that Landlord obtains any reimbursement out of the deposit fund, upon notice Tenant shall immediately redeposit the same amount so that the total security deposit remains unchanged. If Landlord repossesses the premises because of abandonment, default, or breach of this Lease by Tenant, Landlord may apply the security deposit to all damages suffered to the date of repossession. Landlord may also retain the balance of the security deposit to apply to damages that may accrue or be suffered after the date of repossession by reason of Tenant's default or breach of this lease. Landlord will return the security deposit less permissible itemized deductions to Tenant at Tenant's forwarding address that Tenant must provide to Landlord. Tenant shall forfeit any amount of the security deposit that Landlord is otherwise

obligated to refund if Tenant fails to provide a correct forwarding address. In no event will the security deposit be returned until Tenant has vacated the premises and delivered possession to Landlord.

10. RENTER'S INSURANCE AND LIABILITY: Tenant shall obtain renter's insurance covering property damage and liability. Damage or loss of personal property kept in the premises shall not be Landlord's responsibility, and Tenant understands that Landlord does not insure Tenant's personal property. Landlord, its agents, and its employees shall not be liable to Tenant or any other occupants for injury or damage to person or property arising in or about the leased premises or common areas, regardless of negligence of Landlord, its agents or employees, or other Tenants or occupants of University Commons. Landlord will not be liable for failure to maintain and operate the service and recreational facilities. Landlord has no duty to remove the natural accumulation of ice and snow and any voluntary removal shall not impose a continuing duty of removal.

11. ABANDONMENT OF PREMISES PRIOR TO END OF LEASE TERM: Tenant understands that upon signing the Lease, Tenant is obligated to make all rental payments stated in the Lease and is bound by the Lease even if Tenant abandons or never occupies the premises. Landlord will make efforts required by law to lease the premises for part or all of the Lease term. Tenant will be responsible for all costs incurred by Landlord in attempting to obtain a replacement tenant. Landlord makes no promises that attempts to find a replacement Tenant will be successful, and further advises that Landlord's experience is that obtaining replacement Tenants during the Lease Term is unlikely. Landlord advises Tenant to notify Landlord at the earliest date if for any reason Tenant does not plan to occupy, and does not want to pay rent for the entire Lease term, in order to provide Landlord with more time to attempt to obtain a replacement Tenant. Landlord does not obligate itself to find replacement Tenants except to the extent required by law. Any attempts to find replacement Tenants does not constitute surrender or termination of this Lease. If Landlord is successful in finding a replacement Tenant, Tenant agrees to pay Agent a leasing fee of \$200 per Tenant.

12. DEFAULT: Any failure by Tenant to pay rent when due or perform any term hereof, shall at the option of Landlord terminate all rights of Tenant hereunder. In the event that Tenant shall be absent from premises for a period of five (5) consecutive days, while in default Tenant shall, at option of Landlord, be deemed to have abandoned the premises and any property left shall be considered abandoned and may be disposed of by Landlord as Landlord shall see fit. All property on premises is hereby subject to a lien in favor of Landlord for payment of all sums due hereunder to the maximum extent allowed by law. In the event of default by Tenant, Landlord may elect a) to continue the Lease in effect and enforce all Landlord rights and remedies hereunder, including the right to recover the rent as it becomes due, or b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages incurred by reason of the breach of the Lease, including the cost of recovering the premises, and including the worth at the time of such termination or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Tenant proves could be reasonably avoided. Landlord's acceptance of a rental payment subsequent to Tenant's breach of any term or condition shall not be construed as Landlord's waiver of right to seek legal remedies and shall not prevent Landlord from pursuing legal means of redress against Tenant.

13. CONDITION OF PREMISES AT COMMENCEMENT OF LEASE: Tenant, with the cooperation of Landlord, will complete a check-in sheet recording any damages and defects in the leased unit on or before the date Tenant moves into the unit. Except as provided in the check-in sheet, Tenant agrees that the unit is in good and acceptable repair. Tenant further agrees that Landlord has made no

promises with respect to the condition of the leased premises other than those in this Lease. If Tenant fails to complete the check-in sheet, Tenant agrees that the unit is in good and acceptable repair. Tenant shall be liable for the condition of the premises upon vacating the leased premises.

14. CARE AND USE OF PREMISES DURING LEASE TERM: Tenant will maintain the leased unit and the appliances in the unit in good clean condition. Tenant shall abide by the "Rules and Regulations" attached as Exhibit "A" and incorporated into this Lease. Tenant shall abide by any reasonable amendment to these Rules and Regulations that are enacted by Landlord during the Lease Term upon delivery or notification of these amendments. Tenant shall also abide by the "Declaration of Condominium Ownership" and any reasonable amendments to this Declaration. A copy of this Declaration is available in the office of University Housing. Tenant shall neither keep nor permit anything of a dangerous, inflammable, or explosive character that might increase the chance of eruption of fire or increase the fire insurance on the premises. Tenant agrees to not commit waste on the premises, including all common areas, nor maintain nor permit to be maintained a nuisance, nor use or permit the premises to be used in any unlawful manner. Tenant shall not cause or allow any interference with the peaceful and quiet use and enjoyment of other occupants in the premises or neighborhood. Loud parties and the playing of televisions, radios, or other audio equipment, including stereos, which disturbs other persons in the premises or neighborhood are strictly prohibited.

15. DAMAGES AND REPAIRS OF PREMISES DURING LEASE TERM: Tenant shall pay for all repairs to the premises and appliances that are necessary because of Tenant's negligence or abuse. Landlord shall not be liable for personal injury or property damage resulting from the malfunction of any appliances in the unit. Landlord will make all major repairs as required by law. Landlord shall pay for such repairs but Tenant shall pay for any repairs to damage caused by Tenant. Tenant shall report any damage to Landlord within twenty-four (24) hours of discovering the damage. Landlord will have damages repaired within a reasonable time after Tenant gives written notice of the need for such repairs. Except to prevent further damage, Tenant shall not repair or have repaired any damages without the landlord's permission. Certain damages, in the experience of Landlord, may occur with regularity and Tenant agrees to the following minimum charges for such damages: twenty dollars (\$20.00) for each key not returned to the Landlord; seventy-five dollars (\$75.00) for a dirty refrigerator, stove or other appliance; forty dollars (\$40.00) per bag for trash left in unit, fifty dollars (\$50.00) per hour for cleaning premises.

16. TERMINATION OF LEASE: One to three (1-3) weeks before vacating the leased premises, Tenant may make an appointment for inspection of the unit. Tenant may be present with Landlord during the inspection, at which time Landlord will make an inspection report which will later be used in determining any damages that are Tenant's responsibility. Landlord's inspection will only take place after Tenant has vacated the unit at the termination of the Lease. Tenant will thoroughly clean the leased unit and restore it to its original condition, normal wear and tear expected, or pay Landlord the cost of doing so. Any alterations made by Tenant without prior approval of Landlord shall be removed at the expense of Tenant, if Landlord requires it. Any alterations made by Tenant with prior approval of Landlord will remain part of the unit. Tenant agrees to pay for all cleaning necessary (including carpets) to restore the unit to satisfactory condition for a new tenant. It is agreed that these charges are to be deducted from Tenant's security deposit prior to its return. Tenant shall lock all doors and windows, and return all keys to Landlord. Tenant shall have utilities taken out of Tenant's name and arrange to pay the final utility bills. Tenant will personally notify Landlord of the date Tenant vacates the leased premises, and will provide Landlord with a forwarding address and telephone number. Upon vacating the leased premises and terminating this Lease, Tenant shall remove all personal property. Landlord may remove and store such property if Tenant fails to remove such property, at the expense of Tenant.

Landlord shall not be liable to Tenant for any loss or damage to such property. If Tenant fails to claim such property within thirty (30) days of vacating the leased premises, Landlord will deem such property abandoned and may sell the property at public or private sale without notice to the Tenant. Landlord may apply the proceeds of such sale to the cost of removing, storing and selling such property. Landlord may also apply the proceeds towards any rent or other payments due under this Lease, and shall send any remaining proceeds to the forwarding address, if any, that Tenant has given Landlord.

17. FIRE, OTHER DESTRUCTION AND CONDEMNATION: If the premises are partially destroyed by fire or other destruction during the Lease Term, Landlord shall repair any damage to the structure with all reasonable diligence, and without unnecessary interruption of Tenant's occupancy. If the premises are rendered uninhabitable during the Lease term by fire, other destruction or condemnation for more than five (5) days, this Lease shall terminate and the rent shall cease to accrue as of the date of destruction. Rents and deposit previously paid will be refunded, prorated to the time the premises became uninhabitable, less any deductions permitted under this Lease. Tenant must notify Landlord immediately in the event of fire or other casualty. Tenant shall have no claim or interest in any compensation or award of damages for such occurrences.

18. LANDLORD'S RIGHT TO ENTER: Tenant will permit Landlord, its agents, employees and any designated individuals to enter upon the premises at all reasonable times and always after twenty-four hours' notice for inspection, repair or improvement. Twenty-four hour notice is hereby given any time Tenant has temporarily vacated the premises, such as for holiday and spring breaks, to make inspections for safety and health purposes. Landlord may enter the premises without notice in an emergency, as permitted by law. Landlord may show the leased premises during reasonable hours to prospective Tenants or purchasers.

19. SUBLETS AND ASSIGNS: Tenant shall not assign, sublet, board, or transfer any part of the premises without Landlord's written consent. Tenant agrees that the maximum number of people occupying the premises shall be one per bedroom (2 per studio). Tenant also agrees that no guests shall live in the premises without Landlord's written approval.

20. TENANT'S RIGHT TO QUIET ENJOYMENT: Tenant shall have peaceful and quiet enjoyment of the premises during the Lease Term, provided that Tenant complies with all terms and conditions of the Lease.

21. JOINT LIABILITY: This Lease is between Landlord and each signatory, both individually and severally. Each person who has signed this Lease as a Tenant is liable for the full amount of the rent and other obligations under this Lease.

22. TENANT'S SUCCESSORS: This Lease shall be binding upon Tenant's heirs, legal representatives, successors, assigns and guarantors.

23. AMENDMENTS TO THIS LEASE: This Lease is the entire agreement between Landlord and Tenant, there being no oral condition, representations, warranties, or agreements. Any subsequent modifications of this Lease shall not be valid unless in writing and signed by Landlord.

24. SEVERABILITY OF LEASE PROVISIONS: Landlord and Tenant agree that each provision of this Lease shall be deemed severable and, if for any reason any provision is invalid, unenforceable or contrary to law, the applicability or validity of any other provisions of this Lease shall not be affected.

25. HEADINGS: The headings in this Lease are for convenience and reference only, and in no way change or explain the interpretation or meaning of the provisions in this Lease.

26. GOVERNING RULE AND LAW: This Lease shall be governed and construed under the laws of the State of Ohio.

27. ATTORNEY FEES: In the event that Landlord or Tenant incur legal fees pursuant to enforcement of this Lease, upon demand the party that does not prevail in a judicial determination shall pay the prevailing party reasonable legal fees as set by the prevailing party, but in no event shall the amount be greater than five hundred (\$500.00) unless approved by the court.

28. CONSTRUCTION: This Lease shall be construed to be in accordance with the Landlord and Tenant Act of the State of Ohio (Section 5321 of the Ohio Revised Code). The invalidity of any particular provision shall not invalidate the entire Lease. All terms and covenants are to be construed as conditions. Words of one gender shall include the others; the singular shall include the plural and vice versa.

29. BINDING: The terms, covenants and conditions of this Agreement shall apply to and bind those holding under the tenancy, whether rightfully or wrongfully, and to all other successors and assigns of the parties. Tenant shall be responsible to assure that all covenants made by Tenant are applied to all persons, including Tenant's guests and family, upon the premises.

30. TIME OF ESSENCE: Time is of the essence to all provisions of this Lease.

31. NON-SMOKING: The Landlord has designated the Leased Premises as non-smoking.

32. NON-DISCRIMINATION: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of section 4112.02 of the Ohio Revised Code and the federal fair housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, handicap, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

Tenant acknowledges that Tenant has read this Lease Agreement in its entirety and its provisions are fully understood and agreed to. If any provisions are not understood, competent advice should be sought.

IN WITNESS WHEREOF, the parties hereunto have set their hands this _____ day of _____, _____.

WITNESSES:

TENANTS:

LANDLORD/OWNER

Landlord/Owner

Agent for Landlord/Owner

University Housing





EXHIBIT "A" TO LEASE AGREEMENT RULES AND REGULATIONS

These Rules and Regulations are a binding part of this Lease, and may be amended, as stated in Section 23 of this Lease.

1. **EMERGENCY CALLS:** All regular business should be taken care of during office hours. In case of an emergency, the night manager should be called. An emergency is defined as a situation in which either the Tenant or property will suffer loss if the situation goes uncorrected until the office opens.
2. **FIRE SAFETY:** Tenants shall be responsible for the maintenance and replacement of any smoke alarm and any fire extinguisher in the unit which is lost or discharged or loses pressure during occupancy.
3. **HEALTH AND SAFETY:** Tenants shall comply with all applicable state, county and local housing, health and safety codes. Tenants shall keep their unit safe and sanitary. Tenants shall use and/or operate all electrical and plumbing fixtures properly and keep all plumbing fixtures in the unit in a clean condition. Units will be inspected for general condition between quarterly sessions.
4. **LOCKOUTS AND KEYS:** If a Tenant is locked out of his or her unit, or for whatever reason needs assistance to gain access to the unit, Tenant shall be charged a fee of twenty dollars (\$20.00). Additionally, replacement keys for any lost mailbox or unit keys are available in the Clubhouse Office for a fee of twenty dollars (\$20.00). One unit key per Tenant and two mailbox keys per unit are issued. Tenant shall not place any additional locks on any door. If keys are misplaced or lost, a charge of \$130.00 will be billed to you for core charge.
5. **THERMOSTAT SETTING:** During the winter months and during vacation breaks, under no circumstances shall the heat in the unit be turned off, and under no circumstances shall the leased unit's thermostat be set lower than sixty degrees (60) Fahrenheit. Any damage to the pipes or any other damage that occurs because of disregard of this clause shall be Tenant's responsibility.
6. **COMMON AREAS:** No alcoholic beverages are permitted in the outside common areas, including porches. The sidewalks, entry passages, halls, public corridors, stairways and other such common areas shall not be obstructed by Tenants or used by Tenants for any other purpose other than ingress and egress.
7. **NOISE AND DISTURBANCES:** No Tenants or Tenant's guest shall create excessive noise or disturbance at any time. Loud radio, TV or stereo noise will not be tolerated.
8. **SIGNS:** No signs, banners, posters, flags, lights or any other items which would be visible to the exterior of the buildings are permitted.

9. WATERBEDS: No waterbeds are allowed in units.
10. PETS: No pets, including visiting pets and pet sitting, are allowed at any time. No aquariums over one gallon in size are permitted.
11. FURNACE AND AIR CONDITIONER: Tenant agrees to clean and/or replace the furnace/air filters once a month. This is mandatory in order for your system to work correctly and have low heating bills. Filters are available in the Clubhouse Office.
12. HOUSEHOLD MAINTENANCE: Tenant shall perform normal household maintenance, including the replacement of light bulbs, and cleaning of carpets, sinks, commodes, etc.
13. FURNITURE: No grills or upholstered furniture of any kind may be placed or used outdoors of the unit, including on the patios, porches, and balconies. Outdoor furniture, which must be green, white or gray, may be used on the porches only. During time periods of not being used (especially in winter), these items will not be permitted to be left out overnight. Nothing, including laundry, towels, bedspreads, etc., may be hung outside, including on porch rails.
14. TRASH: All garbage and trash shall be properly contained and disposed of. No trash shall be left outdoors (except in dumpsters), including on any patios, porches or balconies, at any time.
15. PARKING: All Tenants' vehicles must be registered with the office, be operable, and display a properly-affixed parking permit. All guests' vehicles must display a current visitor pass and be parked in a visitor spot. Any vehicle parked outside of designated parking spaces or lacking a proper pass or permit will be subject to towing/citation.
16. VEHICLE OPERATIONS: No vehicles shall be operated on the sidewalks, grassed areas or any unpaved areas. This includes during moving in and out of the units.
17. WALLHANGINGS: No tape or Plastic may be used on any walls. Small nails or brads should be used to hang decorations.
18. CLUBHOUSE: No alcohol or smoking is permitted in the Clubhouse/Office area.
19. GUESTS: Tenants are responsible for the actions of their guests.
20. LOCKS: No additional locks shall be placed on any door.
21. PORCH LIGHTS: The porch lights are common areas. These lights are for the security and safety of all Tenants. Unscrewing these light bulbs or tampering that will result in damage to these lights will not be tolerated.
22. LANDSCAPING: Tenants and their guests shall not slide in the grassed areas. Sliding on the wet ground in the courtyards damages the drainage system and the appearance of the courtyards.
23. INSURANCE: Tenants shall not do any act which would cancel, violate or increase the fire insurance policy or premiums on said premises.

24. **BLINDS:** Custom vinyl mini-blinds shall not be removed from the windows unless replaced with the same.

25. **PARENT'S GUARANTEE:** It is required that this Lease be accompanied by a Parents' Guarantee Form from each signatory. Failure to obtain a Parent's Guarantee Form will in no way modify this Lease except that at the Landlord's option Landlord may terminate this Lease Agreement and said security deposit will be forfeited.

26. **CHECKS:** There will be a \$40.00 charge on any returned check.

27. **PORCH USE:** No upholstered furniture of any kind may be placed outdoors of the lease unit, including on the patios, porches, and balconies. No furniture of any kind may be left outdoors overnight, including on patios, porches, and balconies. No grills, bicycles or other such items may be left outdoors overnight on patios, porches or balconies.

28. **ALTERATIONS TO UNIT:** Tenant will make no alterations or additions to the leased unit without prior written consent of Landlord.

29. **APPLIANCES:** Tenant shall maintain in good working order and condition any range, refrigerator, range hood, garbage disposal, or other appliances supplied by Landlord under this Lease. Tenant shall also forbid any other person who is in the leased unit with Tenant's permission from intentionally or negligently destroying, damaging or removing any fixtures, appliances, or other part of the premises.

30. **MOVE-IN REPORT:** Please be advised that Tenant must complete the "Move-In Report" that is available from Landlord prior to occupying the leased unit. Each multi-tenant that will occupy the leased unit must complete and sign the Report and return the Report to Agent. Landlord or his agent may visit the leased unit and verify all items that are listed in the Report. This Report protects each Tenant and guarantees that no Tenant will be charged for damages that occur to the leased unit prior to the commencement of Tenant's Lease Term. Without the written consent of the Landlord or his agent, this Report will not be accepted after the first day of the Lease Term, and Tenant will be liable for whatever condition the leased unit was in prior to the commencement of the Lease Term.

31. **CITATIONS:** Citations and fines of up to \$250.00 may be issued to Tenants and owners whose occupants or guests have violated any Rules and Regulations.

32. **BICYCLE RACK PERMITS:** Bicycle racks are provided throughout the community. All bicycles are required to be registered and display a current permit. Residents may obtain a bicycle permit by registering their bicycle at the office. All bicycles must be parked in a bicycle rack and be in an operable condition. Bicycles found anywhere on the property other than in the bicycle rack or without a current permit will be confiscated. Confiscated bicycles may be retrieved at the office upon payment of \$20. Unclaimed bicycles will be donated to charity after 14 days.

* The Rules and Regulations are subject to change by the Board of Managers.



GUARANTEE BY PARENTS/GUARDIANS OF TENANT

The undersigned parents/legal guardians of _____, a tenant in the foregoing Lease, in consideration of the execution and delivery of this Lease by Landlord, hereby guarantee the prompt payment of the rent obligation of the above-named tenant under this Lease, and guarantee the full performance of, and compliance with, all of the covenants and terms in this Lease to which the above-named tenant is obligated under this Lease. This guarantee is absolute and unconditional.

Signed this _____ day of _____.

Witness

Parent or Legal Guardian

Address of Parent/Guardian

City, State, Zip

Phone #

Email

Witness

Parent or Legal Guardian

Address of Parent/Guardian

City, State, Zip

Phone #

Email

Bed Bug Addendum

Our goal is to maintain a high quality living environment for our residents. It is important that we work together to prevent the infestation of bed bugs. While the presence of bed bugs is not always to cleanliness or housekeeping, good housekeeping will help control the problem. This addendum contains important information for you and sets forth responsibilities for both landlord and tenant.

Prior Infestation – Landlord agrees that we are not aware of any current infestation or presence of bed bugs in the home. If there was a known prior infestation, it has been professionally treated by a licensed pest control professional.

Infestation during tenancy – Tenant must report any pest infestation and/or problems with the leased premises as soon as it is noticed. This includes but is not limited to bed bugs, roaches, ants, carpenter ants, termites, mice or rats.

Duty to Report – Tenant must report any signs of bed bugs and/or pests immediately and in writing. Do not wait. Even a few bed bugs and/or pests can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive.

Tenant agrees that they are not aware of any bed bug infestation or presence in any of their furniture, clothing or personal property and possession and have fully disclosed to the Landlord of any previous bed bug infestation which they may have experienced.

Tenant Cooperation – Tenant and guest(s) of Tenant agree to cooperate with the Landlord in all efforts and course of actions required to erase and control bed bug and/or pest infestation. Tenant’s full cooperation shall include but is not limited to; immediately reporting any bed bug and/or pest infestation to the Landlord, and permitting any entry to complete any inspections, pre-treatment and treatment to eliminate any pest and or bed bugs. Tenant understands that evacuating the leased premises during and after treatment for a specified time frame may be necessary. Tenant will follow all directions and perform any critical actions to comply with all the pre and post treatment requirements to keep the leased premises pest free and minimize re-infestations.

If during the term of your tenancy bed bugs and/or pests appear in the leased premises and a pest control professional determines that the bedbugs originated in your unit, tenant acknowledges and agrees that all necessary treatments for your apartment and other units that may be affected as a result, as well as any additional costs, expenses and losses will be at the tenants expense.

Indemnification – Under no circumstances shall the Landlord and/or agents of the Landlord be held responsible for any of the Tenant’s losses, damages or expenses including special, consequential or punitive arising out of a bed bug and/or pest infestation, inspection or treatment. Additionally, tenant agrees to indemnify and hold harmless the Landlord, its agents and employees from any actions, claims, losses, damages, and expenses, including, but not limited to attorney’s fees that the Landlord may incur as a result of bed bugs and/or pests infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by negligence of the Landlord.

Failure to promptly report bed bugs and/or pests, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum shall be a violation of the Residential Lease Agreement. Said violations and breach constitutes grounds for eviction, and/or termination of occupancy, and/or subjects Tenant to all other damages, costs, legal fees and expenses as stated in your lease and/or this Addendum.

Tenant: _____

Date: _____

Tenant: _____

Date: _____

Tenant: _____

Date: _____

Tenant: _____

Date: _____