



HAWLEY RENTALS

937.825.7725 www.hawleyrentals.com 937.825.7725

Student Lease / Rental Agreement – 105 Fairground Avenue, Dayton, Ohio 45409

This lease agreement was made on the _____ day of _____, 20____, by and between Edward and Kimberly Hawley, herein called "**Landlord / Lessor**", and all **Lessees** signing this lease agreement. **Landlord / Lessor** hereby agrees to lease to **Lessees** the real property located at 105 Fairground Avenue in the City of Dayton, County of Montgomery, and State of Ohio. This lease shall commence on August 20, 2018 (move in day), and end at 6:00pm on May 10, 2019 (move out day).

1. Lease Payments

Lessees hereby agree to pay to **Landlord / Lessor** in advance as lease payments for said premises, a total amount of \$48,000.00 (\$4,000.00 per semester x 2 semesters x 6 students) paid in two equal installments of \$24,000.00 each. The first installment will be due on July 1st, 2018, (Fall Semester Lease Payment) and the second on December 29th, 2018, (Winter Semester Lease Payment). You will receive a reminder letter approximately 30 days before the payments are due.

Lease payments shall be made payable to Kimberly Hawley and sent via mail at Lessee's risk to: 7725 Glenbrier Place, Centerville, Ohio 45459. Any lease payments lost in the mail will be treated as if unpaid and late until received by **Landlord / Lessor**.

2. Late Charges

ANY LEASE PAYMENT NOT RECEIVED by July 1st, 2018 (for Fall Semester), or December 29th, 2018 (for Winter Semester) will incur a late charge of \$10.00 per day until payment, in full, has been received by us. This late charge fee is not negotiable. Also, no keys will be disbursed until the full Fall Semester lease payment has been received.

3. Bad-Check Servicing Charge

In the event **Lessees** check is dishonored and returned unpaid for any reason to **Landlord, Lessees** agrees to pay a Forty dollar (\$40.00) 'Bad-Check Service Fee'.

4. Security Deposit

Landlord acknowledges receipt of \$3,000.00 (\$500.00 x six students), as a security deposit to indemnify **Landlord / Lessor** against damage to the property as well as to assure Lessee's fulfillment of the conditions of this lease agreement. No interest will be paid on this money and in no case, will it be applied to back or future lease payments. After all students have moved out, the **Landlord** will inspect the premises thoroughly and assess any damages and / or needed repairs. The deposit money, minus any charges for repairs, cleaning, etc., will then be returned to **Lessees** along with a written explanation of any deductions. The deposit refund will be mailed within 30 days after **Lessee/s** have vacated the premises, returned keys to Landlord, and all other terms of this Lease Agreement have been met.

5. Cleaning Fee

Lessees hereby agree to accept the property in its present state of cleanliness. **Lessees** agree to return the property in this same state of cleanliness or to pay \$100.00 Dollars per person (\$100.00 x 6 = \$600.00), cleaning fee to **Landlord** to pay for having the property professionally cleaned.

6. Smoking

This house and the immediate area around the house are smoke-free. Violations shall result in a \$100.00 fine per occurrence for residents and/or their guests and may result in a Lease Violation Notice (**LVN**). Any

evidence of smoking is sufficient cause to initiate the \$100.00 fee charge. Charge will be to the house residents.

7. Animals

Landlord will permit no animals, of any kind, to be harbored on said premises, at any time during tenancy. Violations shall result in a \$100.00 fine per occurrence and may result in a Lease Violation Notice (**LVN**). **Landlord** encountering any animals, or evidence of animals, on the premises is sufficient cause to initiate the \$100.00 fee charge. Charge will be to the house residents.

8. Non-assignment of Lease Agreement

The premise shall be used and occupied only by **Lessees** signing this lease and **Lessees** shall not provide keys to anyone not on the lease. The property is to be used for no purposes other than as a residence and no business may be operated from this address. The property is not to be sublet; nor may this lease be re-assigned; nor shall said premise be used for any unlawful purpose; nor for any other purpose which in the opinion of the **Landlord / Lessor** will be detrimental to the reputation of the premises. Further, that covenants contained in this Lease Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced. **Any occupancy by unauthorized Lessee/s may be grounds for eviction.**

9. Utilities

The **Lessees** will promptly (within one week of move in) place the electric and natural gas utility accounts into their names and then pay all gas and electric usage charges during the period of this lease in a timely manner. **Landlord / Lessor** shall pay all water, sewer, and refuse expenses as well as all **basic internet** and **basic cable TV** charges during the period of this lease. **Lessees** specifically authorize **Landlord / Lessor** to deduct amounts of any unpaid bills from **Lessees'** Security Deposit in the event they remain unpaid after termination of this agreement. There will be a \$25.00 per month handling charge for each utility bill that is received, by Hawley Rentals as a result of student negligence in getting accounts transferred.

10. Premises

Lessees will attach nothing to any part of the building nor shall they use or store any object that would cause structural damage. **Lessees** further agree to use, occupy, and care for the premises in a safe, proper and careful manner; to keep the premises, including walks and lawns clean, safe, and free of all obstacles.

11. Legal Obligation

Lessees hereby acknowledge that they have a legal obligation to pay their lease payments on time each semester regardless of any other debts or responsibilities they may have. They understand and acknowledge that defaulting on this Lease Agreement could result in a forfeit of all monies paid and a judgment being filed against them possibly including a lien being filed against their current and future assets and/or earnings.

12. Repair Policy

Landlord / Lessor will make necessary repairs to the property with reasonable promptness following receipt of written notice from **Lessees**. Under no circumstances will **Landlord / Lessor** be responsible for any improvements or repairs paid for by **Lessees** unless prior authorization, in writing, has been given to **Lessees** by **Landlord**. No improvements are to be made to the property without the express written consent of **Landlord**. **Lessees** must report any necessary repairs in writing, but they are hereby advised that **Landlord / Lessor** does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time the property changes possession.

Damage to this or neighboring properties, caused by **Lessees**, will be repaired immediately upon discovery and cost will be billed to **Lessees**. **Lessees will have 7 days to pay for these repairs and the associated LVN**, if one is issued.

If the property is partially destroyed by fire or other casualty, and **Landlord / Lessor** decides to rebuild, then repairs shall be made by the **Landlord / Lessor** as quickly as reasonably possible. If the property damage is so extensive as to render the premises uninhabitable, the lease shall abate until the premises are repaired. If the building is severely damaged or destroyed by fire or other casualty, and **Landlord / Lessor** decides not to rebuild, or said building is partially destroyed or damaged so as to require rebuilding and **Landlord / Lessor** decides not to rebuild, then upon giving the **Lessees** Three day (3 day) notice of his intention to demolish the building and not to rebuild, this lease shall be terminated. If it is determined by an independent agency to have occurred through negligence by the **Lessees** or their guests, then **Lessees** will be held responsible for all damages. If **Lessees** are not found to be responsible for the damage to the property, **Landlord / Lessor** will reimburse **Lessees** for prior payments on a pro-rated basis.

Landlord / Lessor recommends that all **Lessees** purchase and maintain a **Renter's Insurance Policy**, at their own expense, sufficient to protect themselves and their property from fire, theft, burglary, breakage, etc. This **Policy** should include liability and property damage coverage, as well. **Landlord / Lessor** will not be liable for any loss of **Lessees'** property. **Lessees** not carrying this insurance shall be considered "self insured" and held personally responsible for any damages not covered by **Landlord's / Lessor's** insurance.

13. Joint and Serveral Liability

All parties, signators and parental guarantors agree and understand that they are jointly and severally liable for all the terms of this agreement. Therefore, it is understood that all may be sued together for its enforcement, or the **Landlord / Lessor** or his, assignee may select any one or more as the object of his suite.

14. Agreements

- **Lessees** agree to cooperate with Landlord in showing property to prospective **Lessees**, prior to termination of occupancy.
- **Landlord** reserves the right to enter the premises at reasonable times to inspect, make necessary repairs, provide services or show the property to prospective purchasers, etc.
- **Lessees** must take affirmative action to ensure that nothing is done which might place the **Landlord / Lessor** in violation of applicable building, housing and or health codes.
- **Lessees** must also take affirmative action to ensure that they conduct themselves and their friends and family in a reasonable and responsible manner that does not disturb other neighborhood residents.
- **Good housekeeping** is expected of everyone. **Lessees** agree to keep quarters in clean and sanitary condition or pay for cleaning services, as determined to be necessary, by **Landlord**.
- **Other than Termite control**, the **Landlord SHALL NOT** be held responsible for pest control.
- **Landlord** shall not be responsible for cleaning or care of sidewalks, steps or patio, these responsibilities will rest solely with the **Lessees**. Lawn care / landscaping shall fall on the **Landlord**.
- **Lessees** shall not display any banners, signs, exterior lights, or markings of any kind.
- **No combustible materials** shall be placed in basement.
- **No additional locks** will be installed on any door without the written permission of **Landlord**.
- **No nails, screws or adhesive hangers** except standard picture hooks, shade brackets, and curtain rod brackets maybe placed on walls, woodwork, or any part of premises. Wall hangings must be attached using "push pins" only.
- **Lessees** agree to notify **Landlord** immediately if roof leaks, water spots appear on ceiling or any other interior surface.
- **If anyone removes property belonging to Landlord** without the express written consent of **Landlord**, or damages **Landlord's** property, **Lessees** will be liable for cost of repair or replacement. **Landlord** may also take further legal action.
- **If any clause** in this agreement shall be determined invalid, then this shall not invalidate the other terms of this agreement.
- **In this agreement**, the singular number where used will include the plural, the masculine gender will include the feminine, the term **Landlord** will include **Lessor**.

15. Understanding

The **Lessees** signing this **Lease / Rental** agreement hereby affirm that all questions about this **Lease / Rental Agreement** have been answered, that they fully understand all provisions of the **Agreement** and accept the obligations and responsibilities of each party, as spelled out herein. They further affirm that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement up to and including forfeiture of all lease payments and deposits. Signatures by the **Lessees** on this **Lease / Rental Agreement** is acknowledgment of their acceptance. Any cost incurred by the **Landlord** in enforcing this agreement (including court costs & reasonable attorneys' fees) shall be paid by the **Lessees**.

This **Lease / Rental Agreement**, and the attached **Addendum** on behavior, contain the entire agreement between the parties hereto and neither party has made any other representations or agreements of any kind.

In witness whereof, the Landlord and Lessees have signed this **Lease / Rental** Agreement on the _____ day of _____ 20_____.

_____	(Please Print Name Here)	_____	(Signature Here Please)
Lessor			
_____	(Please Print Name Here)	_____	(Signature Here Please)
Lessee			
_____	(Please Print Name Here)	_____	(Signature Here Please)
Lessee			
_____	(Please Print Name Here)	_____	(Signature Here Please)
Lessee			
_____	(Please Print Name Here)	_____	(Signature Here Please)
Lessee			
_____	(Please Print Name Here)	_____	(Signature Here Please)
Lessee			
_____	(Please Print Name Here)	_____	(Signature Here Please)
Lessee			
_____	(Please Print Name Here)	_____	(Signature Here Please)
Lessee			

Payment Schedule:

- Security Deposit: Due at Lease Signing \$ 3,000.00 (\$500.00 x 6 Students)
- Fall Lease Payment: Due by July 1st, 2018 – \$ 24,000.00 (\$4,000 x 6 Students)
- Winter Lease Payment: Due by December 29, 2018 – \$ 24,000.00 (\$4,000 x 6 Students)

LEASE ADDENDUM

On Behavior

NOTE: All Hawley Rentals' Student Houses, are located, in residential neighborhoods. Therefore, out of respect for your neighbors, you must limit noise disturbances, at all times, particularly during "Quiet hours". "Quiet Hours" for yards or patios begin at 10:00pm every night. This means that your neighbors should not be able to hear you or your stereos, TVs, Computers, etc. during these restricted hours. You **must** move the "Party" inside and keep all doors and windows closed as "Quiet Hours" approach. Violating these rules may cause complaints to be filed with the University of Dayton and/or the City of Dayton by your neighbors and could result in a reduction in the number of students. Noise complaints may also result in a **Lease Violation Notice (LVN)**.

NOTE: Any violation of these rules, the lease agreement, or Ohio landlord-tenant law may result in a Lease Violation Notice (LVN) being sent to you and to your parents. The first LVN is a \$200 fine. The second LVN is a \$400 fine, and the third LVN is a \$600 fine, after that we may evict you. If police are called to your unit for any reason other than a crime against you or the property, we may also choose to evict.

NOTE: Please reference the student handbook on "Off Campus Standards of Behavior".

1. **Do Not interfere with Security Camera Systems, cameras, DVR, or Software! There will be a \$100.00 Fine plus a LVN for anyone found violating this rule.**
2. **No Beer Kegs are permitted on the premises.** This is a University of Dayton rule and applies to off campus housing, as well. Violations may result in a LVN.
3. **No "drinking" games are permitted** on Hawley Rentals properties as per UD Student Handbook (Relatively new to the handbook). Violations may result in a LVN.
4. **The maximum occupancy limit for your property is 12 persons.** Violations may result in a LVN.
5. **This house and the immediate area around the house are smoke-free.** Violations shall result in a \$100.00 fine per occurrence for residents and/or their guests and may also result in a LVN.
6. **All units, interior and exterior including parking lots are animal-free.** Violations shall result in a \$100 fine per occurrence for residents and/or their guests and may result in a LVN. **Landlord** encountering any animals, or evidence of animals, on the premises is sufficient cause to initiate the \$100.00 fee charge. Charge will be to the house residents.
7. **Do not tamper with smoke detectors.** Violations will result in a \$50 fine for each smoke detector or carbon monoxide detector found to be compromised. **Call us if detectors are chirping**, that means they need batteries, and we will replace them for you.
8. **Do not climb out through windows onto house roofs.** There will be a \$50.00 fine per person for anyone found violating this rule and a Lease Violation a LVN may be also be issued to the house.
9. **All units must remain clean and sanitary at all times.** Carpets must be vacuumed at least once a week to protect the carpet and all spills must be cleaned up promptly. To arrange for fee-based regular cleaning services, contact Hawley Rentals. Any damage to the property due to lack of cleanliness shall be charged to the **Lessees**.
10. **All garbage must be disposed of regularly in the approved trash bins provided** (Trash pickup is on Wednesday morning). No trash containers are to be brought into the house or left on the porches or patios. Excess trash or litter that is left in any interior or exterior common or public area shall result in a \$25 fine per occurrence. This will be enforced!
11. **No party trash or other waste is to be left in the yard or around the house.** A \$25 fine will be levied **EACH** time we or your neighbors have to clean up **ANYTHING** after 9:00am. Anything includes beer bottles, soda pop containers, shoes, newspapers more than one-day old, etc.

12. **No items are to be kept outside on the porches, patios, or around the house.** This includes swimming pools, furniture (other than plastic chairs, etc.), wood, flags, or any other items that detract from the appearance of the neighborhood.
13. **Do not remove plastic covers from mattresses.** They are intended to keep the mattresses clean and sanitary for future tenants.
14. **You are not to draw on or paint on any walls inside or outside the house.** Any wall hangings are to be hung with "push pins" or very small nails. **Do Not Use** command strips, tape, gum or other adhesive devices or products. Violations may result in a charge of \$50 for each hole or other major damage to the walls. Walls are not bulletin boards and should not be treated as such.
15. **Do not use any Wax Burners or Plug-Ins nor any devices, candles, incense burners, etc. that burn with an open flame!**
16. **Do not use dart boards.**
17. **Flush only toilet paper down commodes,** no tampons, paper towels, tissues, dental floss, etc.
18. **Always run disposal with cold running water** before placing any food waste in disposal. Also, never empty grease into the sink or the disposal as it will clog the drains.
19. **Do not use more than 60-watt bulbs in any lighting fixtures.** You are responsible for replacing any burned out light bulbs; however, we will replace light bulbs in the high ceiling fixtures if we are requested to do so.
20. **Do not bring any flammable liquids into the house.** No exceptions.
21. **Please do not overload the washer or dryer** and please empty the lint trap after every load. This will help keep your electric bill reasonable, shorten drying time and extend the life of the dryer.
22. **Replace furnace filters every two or three months.** These are older homes and therefore they can be very dusty. New filters keep the air healthier and they improve the efficiency of the furnace or central air systems and they reduce operating cost.
23. **Normal water bills** (including sewer and waste collection) run under \$200.00 per period (3 Months). If water bills exceed the \$200.00 amount, you should evaluate your water usage. Make sure that toilets are not left running, faucets not left leaking inside or out, etc. Excessive water bills may lead to students being billed for excessive usage.
24. **As the leasing tenants,** you are responsible for the actions and behaviors of all your guests and for any damage they do this property or any neighbor's property.
25. **Do not leave doors or windows open as it invites stray cats, bugs, homeless people and thieves.**
26. **Please keep your vehicles locked at all times** and do not leave valuables in plain sight.
27. **PLEASE, do not give any money or other items** to panhandlers or other solicitors. Word spreads quickly with the homeless. Giving to one is an invitation to others. Besides, giving to the homeless does not help them; it only helps perpetuate a life style that is bad for everyone.

NOTE:

Fines and LVNs, issued to Tenants, must be paid in full within 7 days of receipt!

PARENTS AND / OR UNIVERSITY OFFICIALS MAY BE CONTACTED FOR VIOLATIONS OF ANY OF THE ABOVE RULES. CONTINUOUS VIOLATIONS MAY BE CAUSE FOR EVICTION OF OCCUPANTS.

ALL ACTS OF VIOLENCE TO OTHERS OR TO THE PROPERTY WILL BE REPORTED IMMEDIATELY AND WILL RESULT IN A LVN.