

Reserve at the Falls

Lease Agreement

This lease (hereinafter referred to as the Lease) is made this the _____ day of _____ by and between Grande Vista Village, LLC (hereinafter referred to jointly and severally as the Landlord) and between _____ (hereinafter referred to jointly and severally as the Resident). The covenants and conditions stated in the Lease shall bind both the Landlord and the Resident, jointly and severally.

- I. **PREMISES LEASED.** The Landlord, in consideration of the rent to be paid, and covenants and agreements to be performed by the Resident does hereby lease the following described premises located at: _____ **University Estates Boulevard, Athens, Ohio 45701** (hereinafter referred to as the Premises). The Premises shall include the following personal property owned by the Landlord: **Dishwasher, disposal, range, microwave, refrigerator, carpet, mini-blinds, and smoke detectors, Wi-Fi Router, and such other personal property which Landlord places in the Premises.**
- II. **LEASE TERM.** The Resident agrees to occupy said Premises for an original term commencing at NOON on the **1st day of _____ 20__ and ending at NOON on the last day of _____ 20__**. The Lease shall automatically renew on a month-to-month basis unless notice is given as stated in paragraph VII, said period shall be defined as a Hold Over Period and all the terms and conditions of this lease shall stay in effect except as set forth in section III – Rent.
- III. **RENT.** The Resident agrees to pay as rent for the Premises the total sum of \$ _____ at the rate of \$ _____ per month, plus a pro-rated amount should the term of the Lease commence on any date other than the first day of the month, without demand, at the on-site manager's office. Rent during the Hold Over Period shall be the then present rent plus an additional **\$ 100.00** per month, unless Landlord sets forth in a different amount in a renewal notice sent ninety (90) days prior to the end of the original Term.

All rent totals include any incentive or discounts and Washer & Dryer, pet rental charges, and any and all other agreed upon monthly charges.*

Rent is due on or before the first day of each month (the due date) without any demand or request by the landlord.

RENT UNPAID 3 DAYS AFTER THE DUE DATE IS DELINQUENT AND WILL AUTHORIZE ALL REMEDIES IN THE LEASE. If all rent is not received on or before the 3rd day of the month by 5:00 p.m., the Resident agrees to pay an initial late charge of \$50.00 on the 4th day and an additional \$5.00 a day until the amount due is paid in full. All funds received shall be applied to: dishonored check charges; late charges; damage charges; delinquent rent; and current rent, in that order.

If payment is made by check that is returned, the Resident agrees to pay a charge of \$40.00 in addition to the initial and daily late charges, if applicable.

All rent shall be paid by personal check, bank check, money order or electronic payment as permitted by Landlord.

The Landlord may, at any time, require that all rent and other sums be paid in either certified or cashier's check, money order, or one monthly check rather than multiple checks. **Cash shall not be accepted.**

The Landlord agrees further that acceptance and/or refusal by the Landlord of the rent payment after the due date shall in no manner constitute a waiver of the Landlord's rights in the event of the Resident's failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which the Resident is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Landlord, and the necessity of demand for the rent by the Landlord when the rent is overdue, is hereby waived.

IV. **OCCUPANCY.** The Resident agrees that only those persons listed below shall occupy the Premises:

Name	Date of Birth	Name	Date of Birth
_____	_____	_____	_____
_____	_____	_____	_____

No persons shall be released from the covenants of the Lease without first obtaining the written agreement of the other Residents and/or cosigners set forth herein and written approval of changes from the Landlord. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid.

The Resident agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by the Landlord because of fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoyment of any other occupant of the apartment community of which the Premises are a part. The Landlord reserves the right of eviction for the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before the Lessor can institute an eviction action.

V. **SECURITY DEPOSIT.** The Resident agrees to deposit with the Landlord the sum of \$ _____ as security for his or her faithful performance under the Lease and by law. **The Resident 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.** The Landlord, at the expiration of the Lease or holdover tenancy, may apply the security deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Resident, his/her guests, family or invitees. Also, abandonment or vacating of the Premises by the Resident before the end of the term shall result in the Landlord deducting damages he has incurred from the security deposit. The Lessor shall attempt to mitigate any damages as a result of abandonment. Each of the aforementioned Residents shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the Residency.

The Resident agrees to provide the Landlord, in writing, a forwarding address upon vacating the Premises. The Landlord agrees to return to the Resident the security deposit, or whatever part has not been applied in payment of any Resident obligations under the Lease, within thirty (30) days after the expiration or any renewal of the Lease and delivery of possession of the Premises to the Landlord, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by the Landlord during this same time period. This provision does not waive rights of the Landlord to seek damages in excess of the security deposit. The Resident agrees to reimburse the Landlord for any rent, fees, utilities due and/or damages exceeding the security deposit.

VI. **KEYS.** The Resident will be provided ___ **apartment key(s), 1 mailbox key, and ___ Pool Key** for public areas. These keys and cards may not be duplicated. There will a \$25.00 re-keying charge for replacement of said keys.

VII. **MOVE OUT NOTICE AND RENEWAL.** Unless another Lease is signed by the parties hereto or unless written notice of termination is given by one party to the other **at least ninety (90)** days before expiration of the Lease, the Lease shall be automatically renewed on a month-to-month basis and rent should be the amount set forth in Article III unless in the Renewal Notice. **At least ninety (90)** days prior to the due date, written notice of intent to move-out must be given to the Landlord or the Landlord's agent. The Resident's move-out notice must terminate the Lease on the last day of the month following the next rental due date. **Verbal notice is not sufficient.**

VIII. **UTILITIES.** The Landlord shall pay for (if checked): **Trash** **Base Cable** **Internet.** The Resident agrees to pay for all other utilities related deposits and charges on the Resident's utility bills. The Resident shall not allow utilities, other than cable TV, to be disconnected by any means (including non-payment of bill) until the end of the Lease term or renewal period. The Resident agrees to reimburse the Lessor for any utility bills paid by the Lessor during the Resident's responsibility to the Lease. Utilities shall be used only for normal household purposes and not wasted. Residents acknowledge that Landlord shall not be obligated to deliver keys or allow entry to the apartment until such time as resident has delivered to Landlord satisfactory evidence that the utilities are in the Resident's name. Resident's water and sewer bill will be sent directly from Landlord whom will measure the water and sewer usage of each unit based on building usage, number of occupants living in the unit and if the unit has a washer. Guardian shall

endeavor to bill each Resident prior to the fifteenth (15th) of each month. The water and sewer bill shall be paid directly to Landlord with Tenant's monthly rental payment.

- IX. **PETS.** There shall be no dogs, cats, or pets of any kind permitted in, on, or about the Premises, or adjoining common areas (even temporarily), unless a written addendum with the Landlord's consent is added to the Lease which provides otherwise. If a pet has been in the apartment at any time during the Resident's term of occupancy (with or without the Landlord's consent), a charge may be made for defleating, deodorizing, and/or shampooing, and/or other damages occasioned by the pet. Initial _____
- X. **INSURANCE.** Resident will be responsible for insuring all the Resident's personal property within the Premises. Therefore, it is strongly recommended that the Resident purchase a Renter's insurance policy, and the Resident hereby relieves and indemnified the Landlord from all claims, liability, and risk that can be insured hereunder by the resident.
- XI. **USE AND ASSIGNMENT/SUBLETTING.** The Resident agrees that the Premises shall be used only as a dwelling unit and for no other purpose; nor shall Premises or any part thereof be sublet or assigned, nor shall the number or name of occupants be increased or changed, without written consent of the Landlord. Initial _____
- XII. **RESIDENT'S DUTIES.** The Resident shall:
- A. Keep the Premises that he/she occupies and uses safe and sanitary;
 - B. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the Lessor;
 - C. Keep all plumbing fixtures in the premises or used by the Resident as clean as their condition permits;
 - D. Use and operate all electrical and plumbing fixtures properly;
 - E. Comply with the requirements on Residents by all applicable state and local housing, health and safety codes;
 - F. Personally refrain, and forbid any other person who is on the Premises from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or, other part of the Premises.
 - G. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the Lessor;
 - H. Promptly notify the Landlord in writing of the need for repairs;
 - I. Conduct him/herself and require other person on Premises with his consent to conduct themselves in a manner that will not disturb his neighbors' "peaceful enjoyment" of the Premises;
 - J. Not unreasonably withhold consent for the Landlord or his/her agents to enter the Premises;
 - K. Conduct himself, and require persons in his household and persons on the Premises with his consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in Chapters 2925, and 3719, of the Ohio Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances;
 - L. Resident shall regularly test all smoke detectors, supply electric current thereto (Battery or electric current if required by lease), and notify Landlord of any mechanical failure, need for repair, or replacement.
 - M. **Smoking is not allowed within the apartment at any time.** Smoking must be done outside of the apartment, and a proper container containing water or sand must be used to dispose of cigarettes. **Discarding cigarettes anywhere outside of proper containers (including but not limited to yard areas, parking lot, and all common areas) is strictly prohibited and all violations are subject to fines.**

XIII. **Landlord's DUTIES.** The Landlord shall:

- A. Comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety;
- B. Make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and habitable condition;
- C. Keep all common areas of the Premises in a safe and sanitary condition;
- D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning fixtures and appliances, and elevators, supplied, or required to be supplied by the Landlord;
- E. When he/she is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;
- F. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at all times, except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that the heat or the hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection;
- G. Except in the case of emergency, or if it is impractical to do so, give the Resident at least twenty-four (24) hours notice of his intent to enter and enter only at reasonable times;
- H. Not abuse the right of access as described in this Lease;
- I. Landlord shall furnish and repair smoke detectors as required by law.

XIV. **CONDITIONS OF PREMISES and ALTERATIONS.** The Resident accepts the Premises **AS IS**, except for conditions materially affecting health or safety of ordinary persons, and except as otherwise indicated on the inventory and condition form described below, the Landlord makes no implied warranties. The Landlord shall provide an inventory and condition form to the Resident on or before move-in. Within three (3) days after move-in, the Resident shall note all defects or damages on the form and return it to the Landlord's agent; otherwise the Premises shall be presumed to be in clean, safe and good working condition. The Resident shall use customary diligence in care of the apartment and common areas. Whenever damage is caused by the Residents, the Resident's guest, or occupants due to carelessness, misuse, neglect, or failure to notify the Landlord of any need for repairs the Resident agrees to pay (1) the cost of all repairs and do so within thirty (30) days after receipt of the Landlord's demand for the repair charges; and (2) rent for the period the unit is damaged whether or not the unit is habitable. The Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Landlord's property except as authorized by the Landlord in writing. No holes or stickers are allowed inside or outside the apartment; however, a reasonable number of small nail holes for picture hanging are permitted. No water furniture, antennae, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or re-keying shall be permitted except by the Landlord's prior written consent. The Resident shall not disable, disconnect, alter or remove the Landlord's property, including security devices, alarm systems, smoke detectors, appliances, furniture, and screens. When the Resident moves in, the Landlord shall furnish light bulbs for fixtures furnished by the Landlord; thereafter, light bulbs of the same wattage shall be replaced at the Resident's expense. When moving out, the Resident shall surrender the Premises in the same condition as when received. The parties acknowledge that when Tenant moved into the Premise the carpet had been professionally cleaned. In the event Tenant does not want the cost of having the carpet cleaning deducted from their security deposit, then Tenant may have the carpet cleaned by a professional carpet cleaning company approved by Landlord in advance, provided Tenant presents Landlord with a paid receipt for said cleaning.

XV. **WHEN THE Landlord MAY ENTER.** The Landlord, or the Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below, provided the Resident or the Resident's

guests are present. If no one is in the Premises, and request has been made for repair and/or entry by the Resident, the Landlord, or the Landlord's agents, may enter peacefully and at reasonable times by duplicate or master key. If the Landlord requests entry, a notice shall be given to the Resident twenty-four (24) hours prior to entry. The Landlord reserves the right to enter the Premises without notice in case of emergency. The Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease.

Such entry may be for: Repairs, estimating repair or refurbishing cost; pest control, inspection of Premises, preventive maintenance; filter changes; testing or replacing smoke detectors; retrieving unreturned tools or appliances; preventing waste of utilities; removing or re-keying unauthorized security devices or unauthorized alarm systems; removing health or safety hazards (including hazardous materials); inspections when imminent danger to person or property is reasonable suspected; entry by a law enforcement office with search warrant or arrest warrant; showing apartment to prospective tenants (after vacating notice has been given); or insurance agents; or other valid business purposes.

- XVI. **SECURITY SYSTEMS.** Unless Resident is specifically notified, each Leased Premises is pre-wired with a security system, Landlord shall notify Resident of the third-party monitoring company retained for monitoring services. It shall be Resident's obligation to contact the monitoring company and directly enter and pay for any monitoring contract.

Landlord is specifically released of any obligations or liability concerning said security system or monitoring obligations.

- XVII. **NON-LIABILITY.** The Resident acknowledges that any security measures provided by the Landlord shall not be treated by the Resident as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Resident, the Resident's guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Landlord shall not be liable to the Resident, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lighting, wind, explosions, and interruption of utilities unless cause by the Landlord's negligence. The Landlord has no duty to remove ice, sleet, or snow; but the Landlord may do so in whole or in part, with or without notice. If the Landlord's employees are requested to render services not contemplated in the Lease, the Resident shall hold the Landlord harmless from all liability for same.
- XVIII. **LEASE COMPLIANCE.** The Landlord and the Resident have, at all times, the right to require compliance with all covenants, terms and conditions of the Lease, notwithstanding any conduct or custom on the Landlord's or the Resident's part in refraining from so doing at any time. Waiver at any time of any breach or condition of the Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the Lease.
- XIX. **DEFAULT BY THE RESIDENT.** In the event the Resident is in default of any payment of the rental as set forth in this lease agreement, same shall be a default under the terms and conditions of this lease and Landlord shall have no further obligations to give any notice to Resident prior to terminating this lease and/or evicting the resident. In the event resident is in default of any other terms or obligations of the Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, or any community policies herein or hereafter adopted by the Landlord, said default shall constitute grounds for termination of the Lease and/or eviction by the Landlord. Resident hereby explicitly acknowledges and agrees that the Resident shall be and remain liable for any deficiency in rent until the Lease expires or until such times as in the interim, the Premises are leased by another acceptable Resident. The Resident shall also be and remain liable for any expense incidental to re-letting, cleaning costs trash removal, painting costs, utilities, or any other damages and costs which the Landlord has sustained by virtue of the Resident's use and occupancy of the Premises or default under the Lease.
- XX. **DEFAULT BY THE Landlord.** If the Landlord is in default of the obligations imposed by the Lease, the Resident may terminate the Lease by following these procedures (as directed by Revised Code 5321.07); (1) the Resident shall make written request for repair or remedy of the condition within a reasonable time, and all rents must be current at such time; after receiving the request, the Landlord shall have the reasonable time to repair, or remedy, considering the nature of the problem and reasonable availability of materials, labor and utilities, (reasonable time is considered to be not more than thirty (30) days); if such time has passed and if the Landlord has not made a diligent effort to repair or has not reported on the progress of remedy, the Resident may deposit all rent that is due, on or before the due date, with the Clerk of Courts of the Municipal of County have jurisdiction or (2) the Resident may give written notice of intent to terminate the Lease unless the repair is made within thirty (30) days.

XXI. **ENTIRE AGREEMENT.** The Lease and attached Addenda listed in Paragraph XXIV are the entire agreement between the Landlord and the Resident. No representations oral or written, not contained herein or attached hereto, shall bind either party, except any attached Addendum. The Landlord or the Landlord's agents (including management personnel and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have authority to make promises, representations or agreements which impose duties of security or other obligation on the Landlord or the Landlord's agents unless done in writing. No action or omission of the Landlord's representative shall be deemed a waiver of any subsequent violation, default, or time or place of performance.

XXII. **SEVERABILITY.** If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of the Lease shall not be affected.

XXIII. **BINDING EFFECT.** The Lease is binding on the Landlord and the Resident and on their respective heirs, successors, executors, and administrators. The Consumer Sales Practices Act does not apply to the Lease.

XXIV. **PET POLICY/ADDENDUM.** The following addenda and other provisions attached are a part of the Lease. (as initialed below by Resident and Landlord).

INITIALING AS TO ACKNOWLEDGE THE READING AND EXPLICIT UNDERSTAND OF THE FOLLOWING:

	<u>Landlord</u>	<u>Resident</u>	
1.	_____	_____	Inventory and Conditions Forms
2.	_____	_____	Community Policies
3.	_____	_____	Other Addenda as listed
4.	_____	_____	Pet Policy

CAUTION TO ALL PARTIES: THE LEASE, WHEN SIGNED BY ALL PARTIES, IS A BINDING LEGAL OBLIGATION. DO NOT SIGN WITHOUT FULLY UNDERSTANDING IT. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.

The said Landlord and Resident have executed the Lease in duplicate on the day and year first written above.

RESIDENT	Date
_____	_____
_____	_____
_____	_____
_____	_____

Landlord/Agent	Date
_____	_____

CO-SIGNATORY

As Co-Signer, with my signature below, I agree that I full understand I am responsible for all rent and chargeable damages, JOINTLY AND SEVERALLY, along with said Resident, It is further understood that I shall remain responsible throughout the initial term and any month to month renewal by the conditions of the lease or until the Resident returns exclusive possession to the Landlord, whichever is the longer.

Print Full Name

Date

Signature

Address

Social Security Number: _____