



LEASE AGREEMENT

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1.1 LEASE DETAILS AND PAYMENTS:

This lease, made on _____, between Buckeye Real Estate (hereinafter referred to as Lessor) and

(hereinafter referred to jointly and severally as Lessee). Lessor, in consideration of the rent to be paid, and the covenants and conditions to be performed by the Lessee does hereby lease the following described Premises: **bedroom**

_____ located at _____ (hereinafter referred to as the Premises). The term of the Lease shall be from noon of _____ to noon of _____. Lessee agrees to pay as rent for Premises the total sum of \$ _____. This sum will be paid without demand in _____ equal monthly installments of \$ _____, after any applicable prorated rent*. The monthly rent is due in advance on or before the first day of each month during the lease term. All rent received after the due date shall be subject to a late charge of seventy five dollars (\$75.00) or 10% of the monthly installment due (whichever is less) as well as a fee of five dollars (\$5) per day until paid in full. All rent is to be paid by Buckeye Real Estate's ACH system. Lessee acknowledges that they are signing the Buckeye Real Estate ACH System addendum contemporaneously with this lease. The Buckeye Real Estate ACH System Addendum memorializes the terms and conditions of the Buckeye Real Estate ACH System. There will be a \$20.00 digital convenience fee due at the time of lease signing. All payments made in Office must be paid in Certified Funds. Please note that there will be a charge of \$50.00 per payment made in the office, received by or on behalf of any Lessee that is a signatory to this lease. Buckeye Real Estate reserves the right to change your method of payment at any time in its sole discretion. Any payment that is returned from the bank is subject to a \$35.00 bounced check charge and, if applicable, the late charge noted above.

THE LESSOR AND LESSEE AGREE TO THE FOLLOWING COVENANTS AND CONDITIONS

1.2 COMPLIANCE:

Lessor agrees to reasonably maintain the Premises to conform with all housing rules and regulations as they apply to the leased Premises.

1.3 OCCUPANCY/USE:

Lessee agrees that only those persons listed above shall occupy the Premises. No person shall be released from or added to this lease without first obtaining the written agreement of the other Lessees set forth herein and written approval of changes from Lessor. Lessee 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 Lessor 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. Lessor reserves the right of eviction for the illegal manufacture, distribution, use or other illegal activities in connection with controlled substance. A criminal conviction shall not be necessary before Lessor can institute an eviction action.

1.4 LOCKS/KEYS/FOBS:

There will be no adding or changing of any locking devices to any access of the property or any of its parts. Lessor is authorized to remove any such devices not agreed to in writing as to their installation by Lessee. All issued keys and fobs must be surrendered to Lessor at Lessor's place of business upon termination of the lease, or a minimum charge of \$120.00 per deadbolt (\$95 for mailbox locks) will be assessed to Lessee. Keys may not be duplicated by Lessee. Lockouts will be billed at the maintenance rate charged to the owner. Keypad code changes during normal business hours are charged at \$65 per unit. Keypad replacements are billed at a minimum of \$225.00 per keypad.

Lessee Initial _____ Date _____

2.1 PETS:

Lessee(s) shall not keep pets of any kind without prior written permission from the Lessor. If written permission is granted, Lessee agrees to pay the cost of having premises de-fleaed and de-ticked by a professional exterminator at the termination of occupancy, and Lessee agrees to maintain each pet only so long as permitted by, and in compliance with the provisions of any Rules and Regulations. Lessee also agrees to pay any sanitation cost or other damages caused by pet odor or excrement. Pet(s) require a \$250.00 non-refundable pet fee. Apartment may not exceed two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat. Lessee must keep pet(s) on leash no longer than six (6) feet in length and cannot leave pet on the common areas, especially unattended. Lessee is responsible for removal of pet waste from common areas and limited common areas on a daily basis. Failure to do so will constitute a material breach of this lease. If Lessee fails to remove pet waste from common areas a fee of \$100.00 may be assessed per occurrence. Visiting pets are not permitted in the premises at any time.

2.2 PARKING:

There are no provisions made or extended in this lease for vehicles or parking. Parking may be on a regulated permit basis at Lessor's discretion. Vehicles improperly parked, parked on lawns, blocking aisles, cars, or dumpsters will be towed. Vehicles judged inoperable, unlicensed, or undrivable are subject to immediate removal at car owner's cost. No repairs or maintenance to vehicles may be conducted on Lessor's property. Lessee is liable for any damage to parking areas, building parts, signage, or structure caused by Lessee or their permittee's vehicles whether in violation of parking rules or not. All motorized vehicles are restricted to designated areas only and must use ordinary traffic lanes for ingress and egress.

2.3 FORBIDDEN APPLIANCES, OBJECTS & USE:

There can be no heavy objects within or on the leased Premises: water beds, concrete blocks, large aquariums, motorcycles, weights (within reason), etc. Bookshelves, posts, supports, storage, whether decorative and/or useful may not be made of these heavy objects. Appliances permitted are those built-in or furnished or a reasonable sized stove and refrigerator in the case of unfurnished Premises. Additional large appliances are not permitted in or on the Premises whether in use or not in use, these include but are not limited to grills, washers, dryers, freezers, ovens, kilns, etc. This paragraph is not intended to deny the use of ovens, toasters, air conditioners, and appliances where the Lessee is responsible for the payment of the utility required to run such appliance. The permitting use of any of the above shall be covered by the execution of a written addendum to this lease.

2.4 UTILITIES AND SERVICES:

The Lessee is responsible for all utilities and services, unless otherwise noted with a :

- Electricity,
- Gas,
- Water, sewage and storm water,
- Cable TV/Internet,

All utilities may be used only for normal household purposes and must not be wasted. Lessor will not be liable for any interruptions, surge or failure of utility services in the Apartment, or any damages directly or indirectly caused by the interruption, surge or failure. Lessee shall pay for any fees, fines, penalties or other charges assessed against Lessor or Lessee for Lessee's misuse of any utility service, including but not limited to, use that violates the applicable law, the Rules and Regulations, or rules and regulations of such service provider.

Notwithstanding anything herein to the contrary, if Lessee's combined utilities included as stated above exceed \$100 per person per month, Lessee will be subject to a \$50.00 per unit excessive use admin. fee and required to cover the amount in excess of the \$100 per month threshold amount. Since utilities are shared among the unit the admin fee will be split equally amount all residents of the unit if there are multiple Lessees in a unit. For purposes of calculating the utilities set forth above, the water, sewer, and electric shall be calculated based on the actual billed amount from the 3rd party provider, the garbage shall be \$10 per person per month, the CAM shall be \$10 per person per month, the cable shall be \$10 per person per month, and the internet shall be \$15 per person per month. For example, in a 3 bedroom unit if the total of the water sewer and electric charges in a given month is less than \$135.00 then each of the 3 occupants would not owe any additional utility charges.

Lessee Initial _____ Date _____

3.1 INSURANCE:

For the duration of the lease, Lessee is required to maintain and provide the minimum required insurance coverage as outlined in the Required Insurance Addendum section of this lease. Lessor is not responsible for any personal property on the Premises unless loss is due to Lessor's negligence. Lessee will be responsible for and is required to insure all of the Lessee's personal property on the Premises and hereby relieves Lessor of all risk that can be insured thereunder.

3.2 COMMON AREAS/AMENITIES-RIGHTS AND RESPONSIBILITIES:

Any common areas/amenities or conveniences provided to Lessees on a common basis such as for recreation, laundry, parking, sports, storage, etc. may be discontinued or changed by Lessor at anytime, it being understood that they constitute no part of the consideration for the lease. If Lessee and guests elect to use these conveniences described above, they do so at their own risk, and further expressly agree that Lessor shall not be liable in any way for damage or injury sustained in their use whether determined to be proper or improper. It is the responsibility of the Lessee to ensure that all trash is placed in the proper receptacle. Lessee agrees to pay for any purchased snow shovels/calcium chloride (no salt may be used) for snow and ice removal purposes. Lessee agrees that the replacement cost of damage, clean up to, and theft from, the common areas of the building occupied by Lessee including but not limited to laundries, hallways, stairways, lobbies, elevators, lights, signage, windows, doors and fire extinguishers will be paid for by Lessee. Any and all such repairs and replacement will be paid for as prescribed in section 3.5 herein.

3.3 EXTERIOR APPEARANCE AND USE:

Absolutely nothing may be shown in open windows except white or off-white colored drapes, curtains, liners or blinds. No print pattern materials, newspapers, blankets, sheets, etc. may be observed from the outside. No alcoholic beverage containers or political announcements may be displayed in windows. This lease is specifically for the living area of the Premises and not for the porch area, stairwell, stairway, hallway, step landings, elevators, lobbies, or outside areas of the building. Lessee's personal property, including interior furniture, kegs, and pools, may not be left in these areas, and may be discarded by Lessor if left unattended by Lessee and Lessee denies recourse on Lessor. Chains, locks, and cable will be removed and discarded. Lessee, permittees, or guests are prohibited from entering upon or being on any roofs, overhangs, deck coverings, or elevated structures not specifically intended for such use. Evidence of violations is just cause for Lessor to hire licensed roofers or contractors to inspect for damages, and said cost of inspection and repairs, if any, are to be paid for by Lessee as described in section 3.5 herein.

3.4 QUIET ENJOYMENT AND RULES:

Lessee shall have peaceful and quiet enjoyment of Premises, provided all lease terms, rules and regulations are met. This does not cover disturbances and noise by others which are a civil or criminal matter, not the responsibility of the Lessor. Lessor may institute legal action against anyone denying Lessee peaceful and quiet enjoyment of Premises. It is agreed all rules and regulations established by the Lessor are as much a part of this lease as if contained herein. All such rules and regulations are published and available at the office during normal business hours for Lessee's examination and to receive copies and Lessee agrees to abide by them. All such rules and regulations so established are for the well being and benefit of Lessee and do not violate established governmental laws. Occupancy at any time may not exceed one person per 30 square feet of gross living area of leased Premises. This definition of space for a group gathering or party of people does not include hallways, stairways, patios or walkways, whether for private or public access to or from the leased Premises. Lessees responsible for invitation or conducting of any gathering events are additionally responsible to see that no persons attending any planned or implied gathering or party sit, stand, stay or loiter in any public or semi-public access immediately or remotely adjacent to the leased Premises.

3.5 CONDITION OF PREMISES AND REPAIRS:

Lessee accepts the Premises AS IS, except for conditions materially affecting the health or safety of ordinary persons, and except as otherwise indicated on the move-in inspection form described below, the Lessor makes no implied warranties. Lessor shall provide a move-in inspection form to Lessee on or before move-in. Within seven (7) days after move-in, Lessee shall note all defects or damages on the form and return it to Lessor for a receipted copy; otherwise the Premises shall be presumed to be in clean, safe and good working condition. Lessee shall use customary diligence in care of the Premise and common areas. Whenever damage is caused by Lessee, Lessee's guests, permittees, or occupants due to carelessness, misuse, neglect, or failure to notify Lessor of any need for repairs, Lessee agrees to pay (1) the cost of all repairs, and if said repairs are done by Lessor to do so by the due date of the next rental payment following work done and billed to Lessee; and (2) rent for the period the unit is damaged whether or not the unit is habitable. All glass/screens, doors, door locks, mailbox doors, mailbox locks and their parts, and all window glass and window parts are the responsibility of Lessee for repair and replacement. They are to be repaired by Lessee within three (3) days of any malfunction or breakage. Lessor is to be notified that the damage has occurred and when the repairs are finished so that Lessor may inspect and approve the work. All such breakage, repairs, and inspections shall be recorded and kept in the lease file. If not repaired promptly, Lessor may make necessary repairs for safety, security and well being of the Premises and the cost of said repairs, will be billed to Lessee. Lessee may not perform any painting, wallpapering, carpeting, electrical changes, or other alterations to the Premises except as authorized by Lessor in writing. No holes or stickers are allowed inside or outside the unit, however, a reasonable number of small nail holes for picture hanging are permitted. Lessee shall not disable, disconnect, alter or remove any property, including security devices, alarms systems, smoke/carbon monoxide detectors, appliances, furniture or screens. Nothing can be stored in furnace areas or furnace rooms. Smoke/carbon monoxide detectors are provided, as required by law and/or as a courtesy to Lessee. Smoke/carbon monoxide detectors are not infallible and it is the Lessee's responsibility to check any smoke/carbon monoxide detectors on a daily or frequent basis and report any malfunction to Lessor. Replacement of the batteries in the smoke/carbon monoxide detectors is the sole responsibility of Lessee. Light bulbs are to be replaced by Lessee and at Lessee's expense. When moving out, Lessee shall surrender the Premises in good condition, reasonable wear excepted.

Lessee Initial _____ Date _____

4.1 ENTRY AND WAIVER:

After 24 hours notice, Lessor or Lessor's representatives may enter to inspect, show, maintain, repair or for other valid business purposes. A request for repairs shall be deemed a waiver of notice to enter. Lessee further agrees to assume financial responsibility for any charges made for time by a subcontractor who is hampered from completing his work at the Premises by any action of the Lessee or any guest of Lessee or conditions caused by Lessee.

4.2 EMAIL NOTIFICATION:

Lessor will send resident notifications via email whenever possible. Notifications include, but are not limited to, general resident notification, lease account statements, notice to enter, and notice of violation. Lessor will use email given by the lessee on the Lease Application.

4.3 GUARANTEE:

Lessor hereby retains the sole right to require lessee to obtain a guarantee or prepayment of last month's rent. It is understood that multiple guarantee/guarantor signatures will or may be secured in connection to this lease, and that failure to secure said additional guarantors will not eliminate or excuse any obligation of guarantor and lessee(s).

4.4 NON-LIABILITY:

The Tenant acknowledges that any security measures provided by the Landlord shall not be treated by the Tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Tenant, the Tenant'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 Tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities unless caused 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 Tenant shall hold the Landlord harmless from all liability for same.

4.5 SECURITY DEPOSIT:

The Lessee shall deposit with Lessor the sum of \$ _____ as security for Lessee's faithful performance under the Lease and by law. Lessee acknowledges that the security deposit may not be maintained by the Lessor and may be used to pay expenses of the property owner or paid to the property owner. 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. Lessee has elected to pay the total security deposit in the following manner:

Pay the security deposit in full on or before the start date of your lease with a discount of \$100 per bedroom.

Pay the security deposit over 3 monthly installment payments.

Pay the security deposit over six monthly installment payments.

This is a renewal lease, lease change, or a roommate exchange, and the original security deposit will carry over.

In the event Lessee elects to make installment payments for their security deposit, the installments shall be due on the same day as the month rent payment pursuant to the lease agreement and which may be paid together with the month rent payments. In the event Lessee fails to pay one of their installment payments, it shall be considered a material breach of the lease agreement. At the expiration of the lease term Lessor may apply the security deposit for past due rent, fees, utilities, 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. 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 Lessee's obligations under the lease, within thirty (30) 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, utilities due and/or damages exceeding the security deposit. One check will be issued for the return of security deposit funds and the check will be issued to all Lessees unless there are more than three lessees, in which case the Lessees will designate one Lessee to whom the check will be issued.

Lessee Initial _____ Date _____

5.1 TERMINATION DATE OF LEASE:

You acknowledge that we lease primarily to students at the Ohio State University. As a result we are required to make your unit ready for subsequent incoming residents at the beginning of a school calendar year in a period of a few days. As a result, after your lease term expires, unless you renew your lease, you will be expected to remove all personal property from your unit on or before your lease expiration date. Landlord will incur damages equal to the amount of the new tenant's lease entering your unit for the entire subsequent lease year if your property remains in your unit and Landlord cannot provide the premises to a new tenant within three (3) calendar days. Therefore, Landlord shall have the right to access the Premises for the purpose of removing any personal property of Tenant(s) remaining in the Premises after the lease termination date stated in the lease agreement. Tenant(s) acknowledge that they hereby contractually agree that all personal property remaining in the Premises after the lease termination date is abandonment property that can be disposed of by Landlord, and Tenant(s) hereby agree to release Landlord, hold Landlord harmless and indemnify Landlord of any from all liability and/or third party claims stemming from Landlord's removal of any personal property after the expiration of Tenant(s) lease term.

5.2 DEFAULT/HOLDOVER:

In the event Lessee 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, or any community policies herein or hereafter adopted by Lessor said default shall constitute grounds for termination of the lease and/or eviction by Lessor. It is expressly understood and agreed that Lessee shall be and remain liable for any deficiency in rent and damages to the end of the lease term. In the event of legal action being initiated against the lessee, a fee of \$300 will be charged to the lessee for the purpose of reinstatement. There shall be assessed a fee of one month's rent for the process of releasing a lease for the unit after default by the Lessee. No tenancy of any duration shall be created by the holding over of this lease. The lease termination date shall end all rights to the Premises that Lessee may enjoy. If Lessee holdover, Lessee is responsible for all costs/damages created by the holdover, including but not limited to expenses incurred in providing alternative/interim housing for subsequent Lessee(s). In the event the Premises become unfit for occupancy for a period of 30 days, the lease shall terminate and be void unless situation causing it is created by Lessee and/or if it is caused by the property and/or the materials of Lessee, Lessee's guests or permittees on the property of Lessor.

5.3 DELAY IN POSSESSION:

Delay by Lessor in delivering possession of the Premises shall suspend rent during such delay, but shall not relieve Lessee of any other obligations nor render Lessor liable for such delay. Lessor will provide suitable alternative/interim housing until Premises is ready for occupancy. Lessee may terminate by notice (in writing) for delay in delivery of Premises extending beyond thirty days.

5.4 ENTIRE AGREEMENT:

The Lease and attached Addenda of this lease are the entire agreement between Lessor and Lessee. No representations oral or written, not contained herein or attached hereto, shall bind either party, except any attached Addendum.

5.5 BINDING EFFECT:

The Lease is binding on Lessor, Lessee, and co-signers on their respective heirs, assigns, successors, executors, and administrators.

5.6 RENEWAL OF THIS AGREEMENT:

The undersigned hereby acknowledge that this lease can be renewed by all or a portion of the original signatories to this lease. Landlord will notify Residents of the terms and conditions of a lease for subsequent lease terms during Ohio State University's fall semester. If all Residents who sign this lease agree to sign a lease for an additional term, a new lease must be executed on or before the lease termination date, but while the unit is still available. In the event that less than 100% of the signatories to this lease decide to execute a lease for a subsequent term, a new lease agreement will be executed by the Residents who remain in the unit for the additional term, and any New Residents will become a party to the subsequent lease. Residents hereby unequivocally acknowledge and agree that their security deposit will NOT be returned to them if any of the signatories to this lease execute a lease for a subsequent term and remain in the Premises for another year or years. Residents stipulate and agree that if less than 100% of the signatories to this lease decide to remain in the unit for a subsequent term, the Residents who remain in this unit at the time of the renewal will maintain their belongings in the premises through the duration of the renewal term, and as a result, if this lease is renewed by even one of the individuals who are signing this lease, the total security deposit received by Landlord will be applied to the subsequent lease term. Residents shall seek any reimbursement of their security deposit from the New Residents who will be signing the renewal lease. Moreover, any New Residents who sign the renewal lease will accept the condition of the premises from the time that the current lease is executed. Landlord will seek damages above and beyond normal wear and tear from the Residents who deliver full possession of the property to Landlord at the expiration of all leases, and Landlord will return the security deposit at the time when all signatories to this lease vacate the Premises. All partial renewals must have their bathrooms, kitchen and common area spaces clean to proper sanitary standards upon partial move out inspection. Failure to do so will result in Landlord sending in a cleaning service and tenants will be billed back for the service. To opt out of this, all tenants must sign a waiver.

Lessee Initial _____ Date _____

Sign and Accept

6.1 WITNESS:

THIS LEASE, PAGES 1-6 (and additional Addenda) CONTAINS THE ENTIRE AND FINAL AGREEMENT BETWEEN THE PARTIES HERETO (INCLUDING GUARANTORS). IN TESTIMONY WHEREOF, SAID PARTIES HAVE HEREUNTO SET THEIR HAND ON THE DAY AND YEAR HEREIN WRITTEN. THIS LEASE MUST BE NOTARIZED, OR WITNESSED BY LESSOR, OR LESSOR'S AGENTS:

6.2 GUARANTEE:

IF APPLICABLE;

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned (“Guarantor”, whether one or more than one) does hereby absolutely, irrevocably, personally and unconditionally guaranty to Buckeye Real Estate (“Landlord”) the full, complete, absolute and punctual performance by (“Tenants”) jointly and severally of all of Tenants’ obligations under this lease. In connection with this Guaranty, Guarantor covenants and agrees that no modification, waiver, addition or deletion of tenants or amendment of any or all of the terms or conditions of the Lease shall in any manner alter, eliminate, excuse or relieve any obligations of Guarantor under this Guaranty, and Guarantor hereby waives notice of Tenants’ default under the Lease, notice of any such modification of, waiver of or amendment to the Lease and notice of acceptance of this Guaranty, demand for payment, protest, notice of protest and notice of non-payment or non-performance, and agrees that the time for the payment of any amounts under the Lease or any extension or renewal thereof or for the performance of any other term or condition contained therein may be waived or extended from time to time without notice to or the consent of Guarantor. Guarantor further waives any and all defenses and rights of setoff whether arising out of or in connection with the Lease, this Guaranty or otherwise.

Lessees and Guarantor shall be jointly and severally responsible for the rent and all terms and conditions including negligence, as contained in the apartment lease and under Ohio law. The guarantor acknowledges that he/she is not a tenant as defined by law and hereby waive any notice required by the Ohio Revised Code Section 5321 et. seq. or 1923 et. seq.

The undersigned hereby certifies under the penalty of perjury that the information contained in this application and any other attached financial information provided are true and accurate and that is such information is later discovered to be false, Lessor may terminate the undersigned’s tenancy (if any) and evict the undersigned forthwith. Any informality in securing all or any Guarantor signatures shall not waive or affect the responsibility and enforceability of all parties to this agreement, or the lease agreement.

6.3 ACCEPTANCE OF LEASE:

This is a legally binding document. By signing your name, you are consenting to using electronic means to sign this contract accepting the lease agreement and addendum. An electronic copy will be available on your Tenant Portal when all parties have signed.

LESSEE SIGNATURE

DATE

LESSEE SIGNATURE

DATE

LESSEE SIGNATURE

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6.4 OWNER:

THIS LEASE IS HEREBY ACCEPTED BY BUCKEYE REAL ESTATE, AS AGENT FOR*

Property Management Signature

DATE