

# South Campus Quarter

## AGREEMENT OF LEASE

**1. PARTIES.** This Agreement of Lease (hereinafter "Lease") is made at the City of Oxford, Butler County, Ohio on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Paul W. Baer Trust Properties, LLC, an Ohio limited liability company doing business as South Campus Quarter (hereinafter "Landlord"), and

Tenant Name: \_\_\_\_\_ Tenant Name: \_\_\_\_\_

Tenant Name: \_\_\_\_\_ Tenant Name: \_\_\_\_\_

Tenant Name: \_\_\_\_\_ Tenant Name: \_\_\_\_\_

(hereinafter collectively "Tenants" or individually "Tenant") for lease of the property located at

☐ Campus Commons    ☐ Bern St Apartments    ☐ 308 S Campus Ave Apartments    ☐ 111 Bern Street  
☐ Campus Courts    ☐ Campus Courts    ☐ Campus Courts    ☐ 530 S Campus Ave  
Non-remodeled Unit    Remodeled Unit    Remodeled Unit (w/furnishing)

\_\_\_\_\_, Oxford, Ohio 45056 (hereinafter "Premises").

## **2. TERM; RENEWAL.**

A. TERM. The term of the Lease shall be:

The term shall begin at 9:00 AM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Lease Commencement Date") and end at 1:00 PM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. At the Landlord's sole election, the term may be modified to begin no less than 3 calendar days prior to Miami University's 20\_\_\_\_ fall semester beginning date, and end no less than 1 calendar day after Miami University's 20\_\_\_\_ spring commencement date. It is expressly understood that this Lease is for the entire Term regardless of whether Tenants are transferred, cease to be enrolled in a college or university in Oxford, Ohio, or for any other reason are unable to occupy or continue occupying the Premises. Accordingly, Tenants' obligation to pay rent hereunder shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

B. RENEWAL. This Lease will not automatically renew. If Tenants desire to renew this Lease and be assured of continued occupancy, they must execute a new Agreement of Lease for each subsequent period, the terms and conditions of which may be modified in Landlord's sole discretion.

## **3. RENT; SECURITY DEPOSIT; OTHER.**

A. RENT. Tenants shall pay Landlord the total sum of:

\_\_\_\_\_ (\$\_\_\_\_\_) Dollars for the entire term in consideration for this Lease.

☐ Semester payments for said rent of the Premises shall be made in advance on or before the day listed below in the month in which the semester begins.

**Fall Semester payment** is due on or before August 1, 20\_\_\_\_. Fall Semester payment is \_\_\_\_\_ (\$\_\_\_\_\_) Dollars.

**Spring Semester payment** is due on or before January 15, 20\_\_\_\_. Spring Semester payment is \_\_\_\_\_ (\$\_\_\_\_\_) Dollars.

**Remit payment to:** South Campus Quarter, PO Box 622, Hamilton, OH 45012. Include rental address on check.

Tenants will receive a single rent invoice at the beginning of their lease term; this invoice is considered a courtesy and not a requirement. Should Tenant not receive said invoice, he or she is still responsible to have the rent paid on or before the due date, even if the due date falls on a Saturday, Sunday, or holiday.

☐ Monthly payments, for 308 S. Campus Apartments only, (Total of \_\_\_\_\_ months) for said rent of the Premises shall be made in advance on or before the first (1<sup>st</sup>) of each month. First month rent will be due on or before \_\_\_\_\_ 1, 20\_\_\_\_ in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars and subsequent monthly payments will be due on or before the first (1<sup>st</sup>) of each month in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars for \_\_\_\_\_ months.

In addition to its rights under Paragraph 17 below, Landlord reserves the right to deny possession of the Premises if the rent has not been paid in full.

B. Security Deposit. The Landlord shall collect a security deposit from the Tenants in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars as security for the faithful performance of the Lease. This security deposit shall serve as a fund from which Landlord may: [i] obtain reimbursement for losses, damages and expenses due to unreasonable wear and tear or damage to the Premises, or for losses resulting from Tenants' failure to maintain the Premises, or cleaning as required by this Lease; and [ii] recover any other amounts that may become or are due and owing to Landlord under this Lease. Whenever Landlord applies any portion of the security deposit for the purposes stated above, Tenants shall promptly pay Landlord the funds necessary to restore the security deposit to its original amount. Tenants may also be liable for losses in excess of the security deposit. Any portion of the security deposit that is not applied by Landlord for the purposes stated above shall be returned to Tenants, at the forwarding address supplied by Tenants, or if a forwarding address is not supplied, to the permanent address listed on Tenants' Rental Application, within 30 days after the expiration of this Lease and the surrender of the Premises to Landlord, together with a statement itemizing any deductions. Any expenses associated with having to cancel deposit checks and re-issue them will be at the cost of the Tenant(s) as stated in Paragraph 3H below. No interest shall be paid on the security deposit. The security deposit may not be applied by Tenants to the payment of any rent due under this Lease. Tenants added for a partial term, i.e. not the full term of the lease, will pay a separate security deposit in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars for each added Tenant; additionally, the original security deposit will be held until completion of the lease. If Tenants are splitting the full term, i.e. one Tenant is staying for the Fall semester and the other for the Spring semester, both the original security deposit and the partial term security deposit is required.

C. Financial Aid. If a Tenant is: [i] on a Semester Lease; [ii] using financial aid to pay rent; and [iii] unable to make the Semester payment on time, Landlord must: [i] receive official written documentation from Tenant's financial institution; [ii] approve alternate payment arrangements PRIOR to the rent due date, and [iii] Tenant must sign a Lease Addendum for an alternate payment schedule. In the event Tenants fail to comply with this provision, late fees will be applied back to the original due date of rent as stated in Paragraph 3G below.

D. Monthly or Installment Payments. If a Tenant is: [i] on a Semester Lease; [ii] not using financial aid to pay rent; [iii] requesting installment payments in lieu of semester payments; and [iv] agrees to a handling fee of Five (\$5.00) Dollars per payment, and Landlord must: [i] receive written request from Tenant for an installment payment plan; [ii] approve an alternate payment schedule PRIOR to the rent due date; and [iii] Tenant must sign a Lease Addendum for an alternate payment schedule. In the event Tenants fail to comply with this provision, late fees will be applied back to the original due date of rent as stated in Paragraph 3G below.

E. Parent/Guardian Guarantor. Each Tenant shall submit a parent/guardian form for the Premises. The receipt or non-receipt of this form shall not have any bearing on the execution of the Lease, but Landlord has the right to deny occupancy if the forms are not received. In lieu of Parent/Guardian Guarantor, Tenant may pay their portion of rent for the entire year by August 1, 20\_\_\_\_, subject, however, to the provisions in Paragraph 4 of this Lease, which still holds Tenant jointly and severally (individually) liable.

F. Maximum Occupancy. The maximum occupancy level of the Premises is \_\_\_\_\_ person(s). In consideration of this Lease, the number of occupants is limited to the parties of this Lease or persons acquiring legal rights of occupancy hereunder. Notwithstanding the foregoing, if the Premises is appropriately zoned and

Landlord consents in its sole discretion, additional Tenant(s) may be added to this Lease in exchange for an increase in rent. If additional Tenants(s) are granted occupancy, all Tenants, including Additional Tenants will be required to execute a signed Lease Addendum, which must be obtained from South Campus Quarter's office, and pay additional rent as provided therein. Additionally, if the Premises is located at Campus Commons and the Tenant is signing an Individual Lease, Landlord, in its sole discretion and without consulting Tenant, may grant occupancy to additional Tenant(s). The Additional Tenant(s) will be required to sign an Individual Lease and pay additional rent as provided therein.

G. Late Payment Fee. Any rent due hereunder shall be subject to a late charge when five (5) days past due of Forty (\$40.00) Dollars plus Ten (\$10.00) Dollars per day from the due date to the date payment is received. Provided Tenant has complied with Paragraph 3C (Financial Aid) or Paragraph 3D (Monthly or Installment Payments) above, this fee will be waived. The total amount of late fees shall not exceed the total amount of late rent. Payment of late fees shall not cure any default of this Lease by Tenants, nor shall Landlord's acceptance of past due rent or late fees be considered a waiver of any default of Tenants, including Landlord's right to eviction proceedings.

H. Return Check Fee and Lost Security Deposit Refund Check Fee. Any rental, security deposit, miscellaneous payments made by check shall be charged a handling fee of Forty (\$40.00) Dollars or the amount assessed against Landlord by its bank, whichever is greater, if the check is returned unpaid. When a rent check bounces, it is considered late and will be subject to late fees as outlined in Paragraph 3G (Late Payment Fee). Security Deposit Refund Checks should be cashed within 60 days of receipt. Tenants requesting reissue of Security Deposit Refund Check shall be charged a handling fee of Forty (\$40.00) Dollars or the amount assessed against Landlord by its bank, for Stop Payment on original check, whichever is greater.

I. Holdover Fee. Each Tenant shall pay One-Hundred (\$100.00) Dollars for each day he or she occupies the Premises or otherwise holds over the expiration of the Lease Term.

J. Parking Fee. Provided Tenants register their motor vehicle as provided herein, Tenants of **Campus Courts, Bern Street Apartments, and 308 S. Campus Ave. Apartments** are issued one free parking permit per unit. Tenants shall register their designated motor vehicle by submitting an *Annual Parking Registration/Lottery Application* form with Landlord no later than August 1<sup>st</sup>. If no Tenant claims the spot by August 1<sup>st</sup> the free spot shall be forfeited. A limited number of additional parking spaces are available by lottery for a fee of Two Hundred and Fifty (\$250.00) Dollars. Tenants must notify Landlord of their intent to enter said lottery no later than August 1<sup>st</sup> by submitting said *Annual Parking Registration/Lottery Application* form. Before a permit will be issued, Tenants must sign Landlord's *Parking Permit Rules & Regulations* form acknowledging Tenant has read, understands, and will follow South Campus Quarter's parking rules and regulations. Lottery permits that are not claimed and paid for by one week after classes begin are released and become available to other lottery entries. Unregistered vehicles, vehicles not operable and vehicles in unauthorized areas may be towed away at vehicle owner's expense.

On-street parking for **Campus Commons and 111 Bern** residences is controlled by the City of Oxford. Tenants may purchase parking permits at the City of Oxford Parking Office. Landlord bears no responsibility for the distribution of on-street permits or for the enforcement of city parking codes, and cannot guarantee parking availability.

K. Cable Equipment Return Fee. Landlord is not responsible for any cable equipment remaining in the Premises after the expiration of the Lease Term. If Landlord finds abandoned equipment in the Premises then a Cable Equipment Return Fee of One-Hundred (\$100.00) Dollars will be charged to return the equipment to the cable company. In no event shall Landlord be held responsible for Tenant's failure to return the equipment nor for the condition of the returned equipment; however, Tenant will only be charged the aforementioned fee if Landlord returns the equipment to the cable company. **To avoid this fee, Tenants should make arrangements to return the cable equipment themselves.**

L. Display Marketing Signs. Landlord shall have the right to display marketing signs in one window in each Premises. Tenants shall not remove marketing signs without the permission of the Landlord. Damages to signs or to the Premises as a result of unauthorized removal of signs will be deducted from Tenant's security deposit.

**4. JOINT AND SEVERAL LIABILITY.**    ☐ Individual Lease    ☐ Joint Lease

Each Tenant under this Lease is jointly and severally (individually) liable to Landlord for the total rent due for the Premises, together with any and all damages and any other fees. If one of the Tenants fails to pay rent, damages or other fees, then any one of the other Tenants or any number of other Tenants may be held liable by Landlord for such unpaid rent, damages or fees.

Notwithstanding the foregoing, if the Premises is located at Campus Commons, which may offer Individual Leases as well as Joint Leases, and the Tenant is signing an Individual Lease, Tenant's joint and several liability shall extend only to those damages and other fees which relate to shared obligations and Tenant shall not be liable for another Tenant's failure to pay rent.

**5. UTILITIES AND OTHER SERVICES.**    Tenants shall be responsible for the following utilities:

	Campus Commons	Campus Courts (Non-Remodeled Unit)	Campus Courts (Remodeled Unit)	Bern Street Apartments	308 S Campus Ave Apartments	111 Bern St. House	530 Campus House
Electric	X	X	X	X	X	X	X
Gas				X		X	X
Water/Sewer/Trash	X		X			X	X
Optional: Cable, Internet, Telephone	X	X	X	X	X	X	X

Tenants shall install these particular utilities in their name by contacting the appropriate utility office. **Tenants must sign up for required utilities prior to arrival and show proof of this signup when picking up keys; otherwise, no keys will be issued to ANY Tenants.** Any utilities not switched into Tenants name within 24 hours of Tenants' possession of the Premises may be disconnected. Tenants shall pay promptly all hookup fees, repairs, monthly charges and all other costs associated with the utilities for which Tenants are responsible, including but not limited to any damages to the unit resulting from the utilities being turned off. If disconnected utilities are turned over to the account of Landlord, Landlord has the right to bill such charges, plus a reasonable management overhead fee of Fifty (\$50.00) Dollars to Tenants. Tenants shall be jointly and severally liable for said utility charges applicable to their unit. Landlord, in its sole discretion, is authorized but not required to apply all or any portion of the security deposit of one or more Tenants to any unpaid utility charges. When Tenants vacate the Leased Premises, the Tenants are responsible for having the utilities taken out of their name. Visit our website [www.SouthCampusQuarter.com](http://www.SouthCampusQuarter.com) for utility contact information.

Landlord shall furnish the utilities not marked above, if applicable, and Tenants shall conserve all utilities furnished by Landlord. Landlord shall not in any way be liable or responsible to Tenants for any loss or damage or expense which Tenant may sustain or incur if the quantity or character of a utility service is changed or is no longer available.

Landlord will contract for lawn maintenance and landscaping services at all properties. In addition, Landlord will contract for snow and ice removal services for the private walks and lots for Campus Courts, Bern St. Apartments, Campus Commons, 111 Bern St, 530 S Campus Ave, and 308 S. Campus Ave properties. All such other services will be performed at Landlord's reasonable direction and on Landlord's desired schedule. Notwithstanding the foregoing, Tenants shall hold Landlord harmless from any and all claims made by Tenants or

Tenants' guests or invitees for personal injuries and/or property damage resulting in any way from snow or ice on any area of the properties.

**6. APPLIANCES AND FURNISHINGS.** Landlord shall furnish only the appliances and furnishing marked below.

Appliances and Furnishings	Campus Commons	Campus Courts (Non-Remodeled)	Campus Courts (Remodeled)	Campus Courts (Remodeled w/ furnishing)	Bern Street Apts	308 S Campus Apts	111 Bern St. House	530 Campus House
Stove	X	X	X	X	X	X	X	X
Refrigerator	X	X	X	X	X	X	X	X
Dishwasher	X		X	X			X	X
Microwave	X		X	X				
Washer & Dryer	X		X	X			X	X
Sofas	(2)			(1)				
Coffee Table	X			X				
End Table	X							
Bar Stools	(4)			(2)				
Area Rug & Pad	X			X				

**7. CONDITION OF THE PREMISES; OCCUPANCY DATE.** Tenants will have the opportunity to examine the Premises and the condition of the improvements prior to accepting occupancy. Occupancy by Tenants shall be deemed an acceptance by Tenants of the Premises in an "AS IS" condition.

If for any reason (including but not limited to Landlord's inability to complete the intended remodel of the Premises) Tenants will be unable to occupy the Premises on the Lease Commencement Date, Landlord shall provide no less than three (3) days' written notice to Tenants with Landlord's good faith estimate of the date the Premises will be available for occupancy (the "Projected Occupancy Date"), and Landlord shall have no liability to Tenants for failure to provide occupancy on the Lease Commencement Date or Projected Occupancy Date unless said failure is caused by Landlord's gross negligence or intentional act. Tenants, as their sole remedy, may choose to (1) cancel the Lease, in which event all monies (security deposit, rent, etc.) will be returned to Tenants and all other rights and obligations of the parties under this Lease shall terminate; or (2) accept occupancy when the Premises becomes available, in which event Landlord will prorate the rent to the date of Tenant's occupancy.

Landlord will use its reasonable best efforts to commence the remodel of the Premises; however, Landlord shall have no liability to Tenants for failure to do so. If the intended remodel of the Premises is not commenced prior to the Lease Commencement Date, Tenants, as their sole remedy, may pay rent at the reduced rate equal to \$\_\_\_\_\_ for the entire term, which shall be paid in two installments of \$\_\_\_\_\_ each.

If the Premises is located at Campus Commons and the Tenant is signing an Individual Lease, Landlord, in its sole discretion, may relocate Tenant to another substantially similar unit within Campus Commons by providing written notice to Tenant no later than three (3) days prior to the beginning of the Term. Said relocation does not constitute grounds for termination of this Lease.

**8. RESPONSIBILITIES OF LANDLORD.** Throughout the term of this Lease, Landlord shall comply with the requirements set forth in Section 5321.04 of the Ohio Revised Code, including, but not limited to the requirement to provide all repairs and maintenance reasonably necessary to keep the Premises in a fit and habitable condition.

**9. RESPONSIBILITIES OF TENANTS.** Tenants shall comply with all applicable housing, health and safety codes and keep safe and sanitary that part of the Premises that Tenants occupy. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window;
- (g) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall keep sinks and shower drains clear of hair. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, feminine hygiene products, or other substances to be thrown or deposited therein. Tenants shall not flush anything except bodily waste and toilet paper down the toilet. Dispose of sanitary products (EVEN TAMPONS) by placing in plastic-lined waste can. Never flush napkins, paper towels, facial tissues, diapers, or condoms. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (h) Not put any type of toilet cleaner in the toilet tank, as such cleaners can destroy the working parts of the toilet; cleaners can be used in toilet bowl only;
- (i) Maintain order in the Premises and at all places on the Premises not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Not turn off refrigerators, electric circuit breakers, thermostats or switches for heating units when leaving for school breaks or vacations;
- (l) Refrain from and forbid any other person who is on the Premises with Tenants' permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, furniture, or other part of the Premises;
- (m) Maintain in good working order and condition and operate properly any appliance supplied by Landlord including but not limited to range, refrigerator, washer and dryer, microwave, garbage disposal, dishwasher;
- (n) Not permit or allow any rubbish, waste materials, or other products to accumulate upon the premises, but shall maintain the same in a reasonably clean and sanitary condition at all times. Landlord reserves the right and has the discretion to have the premises cleaned up at the expense of all the Tenants living on the premises;
- (o) Dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner;
- (p) Conduct themselves and require other persons on the Premises with Tenant(s) consent to conduct themselves in a manner that will not disturb any neighbor's peaceful enjoyment of the community;
- (q) Not make any material alterations, additions or improvements without Landlord's prior written consent;
- (r) Not install/operate mini-refrigerators without drain pan;
- (s) Not go on roof or in attic areas;
- (t) Not have on the premises any furniture filled or to be filled, wholly or partially, with liquids, including but not limited to, water beds and fish tanks. Tenants shall be liable for all damage that is caused by such items; and
- (u) Not store any items in furnace or water heater utility rooms.

**10. DAMAGE TO PREMISES.** Landlord shall not be liable for any injury or damages to persons or property on or about the Premises, unless (a) caused by the gross negligence of Landlord or Landlord's employees or agents and (b) of such a nature that the loss or injury would not be covered under a standard policy of renter's insurance. Landlord shall not be liable to Tenants, nor to their guests, for damages or loss to person or property caused by other persons, including theft, burglary, assault, vandalism, fire, rainstorms, smoke, explosions, or other causes not within the direct control of Landlord and for which Landlord is not otherwise legally responsible, and to the extent permitted by law Tenants releases Landlord from all liability for that damage. Nothing contained in this Paragraph 10 shall be construed to limit any liability of Landlord arising by law. Unless Landlord or the agents of Landlord are negligent, Landlord shall not be liable to Tenants, nor their guests, for personal injury or property damage (furniture,

jewelry, clothing, etc.) caused by sewer backup, interruption of utilities, or other occurrences. ***Tenants are strongly urged to acquire renter's insurance to protect against loss from property damage or personal liability.***

Neither Landlord nor its agent shall be liable for any personal conflict of Tenants with co-tenants, Tenants' guests or invitees, or with any other tenants or neighbors. Therefore, a conflict between Tenants does not constitute grounds for termination of this Lease.

Tenants shall be responsible to promptly reimburse Landlord for the cost of restoration and repair of any damage to the Premises and the appliances, furniture, fixtures and equipment located in the Premises caused by the misuse, abuse or neglect or wrongful acts of Tenants, Tenants' invitees or other lawful occupants of the Premises.

If storm, flood, fire, or other catastrophe damages the Premises to the extent habitability is materially affected and the Premises cannot be substantially restored within thirty (30) days, either party may cancel this Lease by written notice to the other within ten (10) days of the damage. If the Lease is not terminated the Landlord will restore the Premises and until the restoration is completed, the rent will be abated in proportion to any loss of use of the Premises suffered by Tenants.

**11. QUIET ENJOYMENT.** Provided Tenants are in compliance with the terms and conditions of this Lease, Landlord agrees that Tenants will peaceably and quietly occupy the Premises during the term of this Lease without any hindrance, ejection or molestation by Landlord or by any person lawfully claiming under Landlord.

**12. INSPECTIONS.**

A. By Landlord. Landlord, and the agents or contractors of Landlord, may enter the Premises at reasonable times for inspections, to show the Premises to prospective tenants, purchasers or mortgagees and to make any repairs, decorations, alterations or improvements that Landlord may be required to make by applicable law or that Landlord considers necessary or desirable. Except in the case of emergencies or unless it is impractical to do so, Landlord will attempt to give Tenants at least twenty-four (24) hours advance notice of Landlord's intention to enter into the Premises. A request for maintenance by Tenant implies notice to Tenant of Landlord's right to enter within seventy-two (72) hours of Landlord's receipt of the maintenance request.

B. By the City of Oxford. The City of Oxford inspects every rental property biannually. These inspections are focused on the safety of the Premises; including the safe use of the Premises by Tenants as outlined in this Lease. Tenants will be notified of this inspection. If the inspection fails due to Tenants' negligence, Tenants will be charged a violation fee set forth by the City of Oxford. If the violation is not corrected immediately, Tenants may be evicted for noncompliance and breach of this Lease.

**13. USE AND OCCUPANCY.** The Premises shall at all times be occupied in a safe, careful and proper manner by Tenants and any other occupants or guests. No trade, business or occupation shall be carried on in the Premises. Tenants shall not permit the Premises to be used for any unlawful purpose or for any purpose or act which, in Landlord's judgment, will create a nuisance, injure the reputation of the Premises, or increase insurance rates on the Premises. *Specifically, Tenants shall not permit violations of any laws, including those pertaining to alcohol or drugs.* Tenants shall use the Premises as a residential dwelling; thus, Tenants shall not disturb nor annoy other residents of the South Campus Quarter community or the neighborhood, and shall refrain from making or causing to be made excessively loud noises at any time, but especially between the hours of 11:00 P.M. and 7:00 A.M. Tenants shall not cause nor maintain any dangerous, noxious or offensive activity which might constitute a nuisance to others.

Tenants shall bear full responsibility for payments and hold Landlord harmless on all civil offense citations issued to Tenants by the City of Oxford. In the event Landlord receives a civil offense citation from the City of Oxford due to the inactions or actions of Tenants, then Landlord shall be entitled to charge Tenants as additional rent an amount equal to the amount of the fine paid by Landlord to the City of Oxford.

**14. SUBLEASING.** The Premises shall not be sublet in whole or in part, nor shall any interest in this Lease be assigned by Tenants without the prior written consent of Landlord. Tenants agree that no guests shall live in the Premises without Landlord's written approval. Landlord shall have the right to declare the Lease in default and pursue all remedies allowed by law if Tenants permit guests to live in the Premises without Landlord's written approval; in addition, twenty-five (25%) percent of the Tenant's security deposit will automatically be forfeited as well as any actual damages, and Tenants are held liable for the balance of the lease term. For purposes of this provision, a guest shall be deemed to live in the Premises if a guest stays in the Premises for longer than two weeks. A fee of Fifty (\$50.00) Dollars will charged for any additional inspection made by Landlord as a result of the addition of a Tenant with Landlord's consent for a partial lease term.

**15. PETS.** No pets or animals, including visiting pets, will be permitted upon the Premises at any time. Tenants' violation of this provision will result in: (a) an immediate violation fee of Five Hundred (\$500.00) Dollars, plus One Hundred (\$100.00) Dollars per each day the pet remains on the Premises; (b) additional charges, as determined in Landlord's sole discretion, to cover damages or destruction due to pet urine, feces, floor repair, flea extermination, etc; (c) forfeiture of Tenants' Security Deposit and (d) at Landlord's discretion, eviction or other remedies permitted under the Lease or by law.

**16. EXTERMINATION/INFESTATION.**

A. Pest Control. Landlord will engage the services of a licensed pest control company, as needed, for the control of general pests, such as ants, bees, spiders, earwigs and roaches, unless such infestations are caused by Tenants' conduct, in which case Tenants shall be responsible for all costs of extermination, as set forth herein. With regards to fleas and bed bugs, although the infestation is caused by the conduct of Tenants or their guests, it will be Landlord's responsibility to engage the services of a licensed pest control company to eradicate such an infestation. Notwithstanding the foregoing, all costs of such service shall be paid for by Tenants, provided that such infestation may be reasonably attributed to Tenants. In the event that Tenants fail or refuse to remit payment for such services, Tenants expressly authorize Landlord to apply the security deposit toward any such costs, without limiting Landlord's right to seek additional recovery for damages and additional expenses incurred as a result of the infestation, and to initiate eviction proceedings for failure to remit payment in full upon demand.

B. Duty to Cooperate. Tenants will fully cooperate in any and all extermination procedures, preparation requirements, sanitation issues or other such requests. In the event Tenants fail to cooperate, Tenants expressly waive any notice or access obligations of Landlord, authorize the immediate entry and performance of necessary service at Tenants' expense and agree that such failure to cooperate constitutes a material breach of the Lease.

C. Indemnification. In the event that Tenants are found to have proximately caused infestation of other units, Tenants shall bear the full cost of treatment for all units and shall indemnify and reimburse Landlord for any and all such costs advanced or otherwise incurred, including but not limited to the application of Tenants' security deposit.

D. Arbitration. The parties agree that any dispute involving pest control shall be resolved exclusively through binding arbitration, the cost for which shall be borne equally between Landlord and Tenants. The only issue to be submitted to the arbitrator shall be whether Landlord made reasonable efforts to retain the competent services of an exterminator. If Landlord did so, judgment shall be rendered in favor of Landlord.

**17. DEFAULT.** If Tenants fail to pay the rent when due or to perform any other terms or conditions of this Lease, or vacate the Premises before the end of the term, Landlord may, at Landlord's option and after giving any notices required by law, terminate this Lease and/or pursue any other remedies that may be available. If Tenants default, Tenants agree to pay Landlord all of the following: (a) all costs of reletting the Premises (including, but not limited to, the costs of cleaning and painting the interior of the Premises, shampooing the carpet, advertising and all other costs of preparation of the Premises for reletting); (b) the full monthly installment of rent payable for



the last month during any part of which the Premises were occupied by Tenants; (c) rent for the remainder of the term, except for any rent that Landlord may recover by reletting the Premises; (d) all legal fees incurred by Landlord for eviction of Tenants from the Premises; and (e) any other damages to which Landlord may be entitled.

In the event that Tenants vacate Premises while in default of rent, at the option of Landlord, any property left shall be considered abandoned and may be disposed of by Landlord as it 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.

If Tenant is not returning for whatever reason, and desires to sublet their unit, it is Tenant's sole responsibility to find a sub-lessee. Any sub-lessee must be approved by Landlord pursuant to Paragraph 14 of this Agreement of Lease. Tenant may request to be put on South Campus Quarter's Roommates Needed list.

**18. SURRENDER.** Upon termination, Tenants agree to return the Premises to Landlord in the same or better condition as when received, reasonable wear and tear excepted. The Premises shall be thoroughly cleaned and in the event of failure to do so, Tenants will pay Landlord the cost of cleaning, which can typically range from \$200 to \$400 per cleaning. This includes the following, to the extent applicable: cleaning refrigerator, cleaning stove (all parts and hood), mopping and vacuuming floors, cleaning out cabinets, cleaning all bath tiles, fixtures, tubs and sinks, and cleaning all windows; a Move-out Cleaning Checklist, which outlines cleaning expectations, is available on the website and is distributed in move-out packets. Tenants shall promptly supply Landlord with a forwarding address to enable Landlord to comply with Paragraph 3B regarding the return of any security deposit due Tenants. Tenants who turn in keys and/or forwarding address form prior to the end of the Lease Term will be considered to have surrendered the Premises. Any property left within premises shall be considered abandoned and may be disposed of by Landlord as it shall see fit.

**19. NONWAIVER.** The receipt by Landlord of any rent or any other sum of money or any other consideration paid by Tenants after the termination of this Lease, after giving notice of termination or the initiation of any legal proceedings by Landlord against Tenants, shall not reinstate, continue or extend this Lease or in any manner affect any other rights that Landlord may have either in law or in equity as a result of Tenants' default. No failure of Landlord to enforce the breach of any covenant or agreement of Tenants shall be deemed a waiver of any subsequent similar breach or default.

**20. NOTICES.** All notices under this Lease shall be in writing and shall be deemed to have been given if mailed certified or registered mail, postage paid, to: **South Campus Quarter, P.O. Box 622, Hamilton, OH 45012**, and if to Tenants, addressed to the Premises or emailed to Tenant's email listed herein:

Email: \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**21. SUCCESSORS AND ASSIGNS.** This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenants and their respective heirs, legal representatives, successors and assigns.

**22. AMENDMENTS.** This Lease sets forth the entire agreement of the parties. No alteration of the terms or conditions of this Lease or any oral agreement shall be valid unless in writing signed by both parties.

**23. COUNTERPARTS.** This Agreement of Lease may be executed in counterparts by the parties to accommodate signature of multiple tenants on different dates. The effective date of any and all counterparts shall be that set forth in Paragraph 1 of this Agreement of Lease.

**24. ELECTRONIC SIGNATURES.** Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by Tenants with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and Ohio's Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary. If Tenants wish to complete Lease through non-electronic means they may print, sign, and mail Lease to South Campus Quarter, PO Box 622, Hamilton, OH 45012.

**25. TENANTS ACKNOWLEDGEMENT OF LANDLORD SECURITY POLICY.** Tenant acknowledges: (a) that Landlord has not made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures; (b) that Landlord does not warrant or guarantee the safety or security of Tenant(s) or their guest or invitees against the criminal or wrongful acts of third parties. Each Tenant, guest and invitee is responsible for protecting his or her own person and property; (c) that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant(s) acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

**26. LEAD WARNING STATEMENT.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approve pamphlet on lead poisoning prevention.

Tenant(s) acknowledges that: (a) Tenant(s) have read the Lead Warning Statement above and understands its contents; and (b) Tenant(s) has received the pamphlet "Protect Your Family From Lead In Your Home".

Tenant	Date	Tenant	Date
Tenant	Date	Tenant	Date

Pamphlet is also available online at:

[http://www2.epa.gov/sites/production/files/2013-09/documents/lead\\_in\\_your\\_home\\_brochure\\_land\\_color\\_508.pdf](http://www2.epa.gov/sites/production/files/2013-09/documents/lead_in_your_home_brochure_land_color_508.pdf)

**27. COMMON DAMAGE DEDUCTIONS.** Generally, common deductions from Tenants' deposit for damage to the property that is beyond ordinary wear and tear based on Landlord's past experience and the estimate of repair expenses to pay its maintenance staff or outside contractors, include (some items listed may not be applicable):

**Charges for Services:**

Trash/Item removal (per room minimum)	\$50.00	Kitchen Cleaning (minimum)	\$150.00
Paint Closet (minimum)	\$75.00	Stove/Oven Cleaning (minimum)	\$70.00
Paint Ceiling (minimum)	\$150.00	Refrigerator/Freezer Cleaning (minimum)	\$70.00
Paint Wall (minimum)	\$100.00	Bathroom Cleaning (minimum)	\$100.00
Painting (per room - minimum)	\$300.00	Full Unit Cleaning (minimum range)	\$200-\$400
Drywall Repair (minimum)	\$100.00	Replace stove drip pans (each)	\$10.00
Broken/cracked glass (minimum range)	\$200-\$900	Replace kitchen drain stopper (minimum)	\$20.00
Replace window screen (minimum)	\$65.00	Replace towel rack (minimum range)	\$50-\$150
Backed up/clogged toilet (minimum)	\$125.00	Replace soap dish (minimum)	\$55.00

Backed up/clogged sink (minimum)	\$125.00	Replace toilet paper holder (minimum)	\$55.00
Clogged garbage disposal (minimum)	\$70.00	Replace light bulbs (each) (minimum)	\$15.00
Replace garbage disposal (minimum)	\$200.00	Replace/recharge fire extinguisher	\$60.00
Replace Carpet (minimum)	\$300-\$900	Replace smoke detector batteries (each) (minimum)	\$10.00
Repair/Replace Sofa (each) (minimum)	\$200- \$1,500	Repair/Replace coffee/end table (each) (minimum)	\$200- \$500
Repair/Replace Bar Stool (each) (minimum)	\$200- \$500	Replace Area Rug/Pad (minimum)	\$300.00
Repair Wood floor (minimum)	\$200.00	Replace blind (minimum range)	\$45-\$500
Repair Ceramic Tile (minimum)	\$150.00	Replace curtain rod (minimum range)	\$45-\$150
Repair/Replace Vinyl floor (minimum)	\$100/\$550	Replace garage door opener (minimum)	\$150.00
Repair/Replace Countertop (minimum)	\$500-\$1,200	Interior Door/Frame (minimum range)	\$125-\$600
Keys not returned at move-out (per key)	\$80.00	Exterior Door/Frame (minimum range)	\$125-\$900
Replacement key set (minimum)	\$40.00	Garage Door/Track (minimum range)	\$200-\$900

**28. CHARGES DURING TERM.** Tenants agree to pay all charges incurred during the Term, for example, but not limited to, for lock-outs, repairs required due to Tenants' negligence, inspections due to added Tenant for a partial term, etc., upon receipt of an invoice for such charges from Landlord. Invoices not paid within 30 days of Tenants' receipt will accrue service charges in the amount of 10% of the total invoice per month until paid. All invoices will have a 10% administration fee added for administrative expenses associated with charge.

**29. RULES AND REGULATIONS.** *Tenants acknowledge receipt of the Rules and Regulations for the Premises which are attached hereto and made a part hereof and agree that failure to abide by them shall be deemed a default of this Lease.*

#### **Rules and Regulations for South Campus Quarter:**

##### **South Campus Quarter's Office:**

Mailing address: **South Campus Quarter, PO Box 622, Hamilton, OH 45012**

Street address: 131 E. Spring Street, Oxford, Ohio, 45056, office entrance on Campus Ave.

Phone: 513-523-1647 Fax: 513-280-6114

Email: [office@SouthCampusQuarter.com](mailto:office@SouthCampusQuarter.com)

Make **RENT checks** payable to South Campus Quarter. Include rental address on check. **Mail check to PO Box listed above** or dropped off at office any time by using mail slot in door. Do NOT mail or drop cash through mail slot in office door. If paying in cash, it must be done in person during business hours when a receipt will be issued.

- A. **Maintenance:** Report routine maintenance and minor repairs to us at [maint@southcampusquarter.com](mailto:maint@southcampusquarter.com). Include your name, address, phone number, and a brief description of your maintenance request. **Emergency maintenances should be reported immediately to 513-523-1647. If after hours, follow directions on voicemail.** Emergencies include fire, flood, electrical shortages, and sewer backups. Any maintenance problem not reported immediately causing excessive damage will be the Tenants' responsibility and the Tenants will be billed accordingly. A request for maintenance by Tenant(s) implies notice to Tenant(s) of Landlord's right to enter the premises within seventy-two (72) hours of Landlord's receipt of the maintenance request.
- B. Unit premises should not be damaged through negligent manner.
- C. Under no circumstances will Tenants turn off electric circuit breakers and thermostats or switches for heating units when leaving for vacation. When departing for break or vacation tenants shall set their thermostats at a heat setting no lower than 60 degrees. Doing so will be considered a violation of this Lease and will be

subject to a fine of Five Hundred (\$500.00) Dollars. If damage to pipes occurs because of disregard for this clause, said damages shall be the responsibility of the Tenants, as well as any structural damages and costs of remodeling.

- D. Light bulbs within units are Tenant's responsibility; provided however that the bulbs in the light fixtures over the kitchen islands in Campus Commons Phase 1 units will be changed by Landlord upon Tenant's request.
- E. Tenants shall be responsible for the replacement of smoke alarm batteries which expire during their tenancy, and for the replacement cost of any fire extinguisher which is discharged or loses pressure during said tenancy. Tenant shall not remove batteries from smoke alarms or disable smoke detectors, including but not limited to turning off circuit breakers. Doing so will be considered a violation of this Lease and will be subject to a fine of One Hundred (\$100.00) Dollars.
- F. Do not leave refuse in laundry rooms.
- G. Tenants must dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner. Garbage should be properly enclosed and placed within a dumpster or trash bin. Tenants agree to keep the premises free of all debris, including but not limited to paper cups, plastic cups, bottles, cigarette butts, and metal containers. Improper disposal of trash will result in a fine of One Hundred (\$100.00) Dollars per occurrence.
- H. Except for those designated parking areas at Campus Commons, no motor vehicles of any type, including but not limited to, campers, boats, automobiles, and motorcycles, may be parked or maintained on the driveway of, or leading to the premises, or on the lawn of the premises. Any vehicle in violation of this provision, whether the property of Tenants or Tenants' invitees, may be towed at Tenants' expense.
- I. Bicycle racks are provided for Campus Courts and Bern Street Apartments and Tenants are encouraged to use these racks for their bicycles.
- J. Items not labeled with Tenants name and unit number (i.e. Bicycles, grills, etc) left unattended in courtyard/common areas for an extended period of time (over three weeks) will be considered abandoned and will be disposed of.
- K. No upholstered furniture of any kind shall be taken outdoors or on the patios, porches, balconies or roofs of the leased premises because it is a violation of the City of Oxford Housing Code 521.12 Outdoor Furniture Restriction. There will be a charge of One Hundred (\$100.00) dollars for furniture placed in any of these locations.
- L. All grills or charcoal burners of any type must be at least 10 feet from the buildings, and are not allowed on balconies. Campus Courts and Bern Street apartments only allow grilling in the courtyard area. Tiki torches, fire pits, and any open outdoor flames, with the exception of grills as outlined herein, are not allowed; use of such items will be considered a violation of this Lease and will be subject to a One Hundred (\$100.00) Dollar fine per occurrence.
- M. Do not hang or hang anything from a balcony. Do not write on balcony or a fee of Four Hundred (\$400.00) Dollars or the cost of repairing said balcony, whichever is greater, will be charged.
- N. No Tenants or guests shall cause any excessive noise or disturbance at any time. Tenants will keep the volume and any musical instrument, radio, television, stereo or other sound producing equipment in the leased premises sufficiently reduced at all times as not to disturb other residents. This will be in compliance with the noise ordinance of the City of Oxford, OH. Tenants wishing to file an excessive noise or disturbance complaint should submit an Oxford Police report substantiating the validity of the complaint. Any complaint

submitted without an accompanying Oxford Police report will result only in a written warning being issued to the violating Tenant(s). Complaints that are accompanied by an Oxford Police Report will be handled as follows: First violation will result in a written warning being issued to Tenant(s), specifying the complaint that was filed. Second violation will result in a One Hundred (\$100.00) Dollar fine and the Parent/Guardian will be notified. Third violation will result in a Five Hundred (\$500.00) Dollar fine. Additionally, Landlord may, in its discretion, declare the Lease to be in default upon receipt of any complaint following the first violation. Landlord expressly retains the right to increase the charges set forth herein if the initial charges set forth herein fail to cover costs and expenses.

- O. Provided the unit is available, early move-in option may be available to Tenants. Rent is Thirty-Five (\$35.00) dollars per day per tenant. Early move-in rent is due before the student moves in. Approval is required from the Landlord for early move-in.
- P. Any Tenants found on the roof will be automatically charged a Five Hundred (\$500.00) Dollar fine per occurrence.
- Q. Tenants are not allowed to hire outside contractors to fix and /or maintain items in or on the premises.
- R. Tenants locked out of a unit during business hours may bring an ID to the rental office and obtain a temporary key. The Tenants ID will be held until a permanent key can be issued. Tenants locked out after business hours should call 513-523-1647 and follow directions for an afterhours lock-out service call. The fee for an afterhours lock-out service call is Fifty (\$50.00) Dollars and Tenant shall pay afterhours technician directly for letting them into their residence. Tenants should not break into their residence. Tenants will be charged to repair any damage done to the unit caused by their breaking in.
- S. No spikes, hooks, screws, or large nails, shall be driven into the walls, doors, or woodwork of the rented premises. No stick-on hangers shall be used or should remain upon vacating the premises. Tenants further agree not to remove or cause to be removed any fixtures from the premises, or drive any nails, screws into the walls or woodwork without consent, in writing, from Landlord. Use only small picture hangers or small finish nails on walls, with a limit of 10 holes per room. Remove all nails and picture hangers upon vacating the premises.
- T. The entrances, hallways, walks, and lawns are public areas and should not be obstructed or used for any purpose other than entering and exiting. Bicycles may not be ridden on any of these areas.
- U. All state regulations that apply on the street will apply in the South Campus Quarter community. All vehicles, including motorcycles and mini bikes, must be properly licensed, and all operators must be licensed as well. No one under age is allowed to operate a motor vehicle of any type on the premises at any time.
- V. Telephone and/or Cable Hook Ups: Telephone and/or cable line hookups may only be placed at previously wired locations. Additional drilling, cutting, or boring for wires and/or cable is not permitted without written permission from Landlord.
- W. No burning of candles, incense, or using of warming candles is allowed in units. Use of said products will be considered a violation of this Lease and will be subject to a One Hundred (\$100.00) Dollar fine per occurrence.
- X. Smoking or vaping is NOT permitted in any and/or all South Campus Quarter units. Smoking and vaping is permitted outside on balconies, patios, and in outside common areas. Use of hookahs or other charcoal burning devices must be at least 10 feet from the building and are not permitted on balconies as outlined in section 29(L). Improper disposal of cigarette butts will be subject to a trash fine as outlined in section 29(G).

Smoking in a unit will be considered a violation of this Lease and will be subject to a One Hundred (\$100.00) Dollar fine per occurrence, and/or will be treated as an event of default under the Lease giving Landlord the right to recover possession of the premises. Upon Tenants vacating the premises, if Landlord finds evidence of smoking or vaping within the unit and damage caused by said smoking or vaping, Landlord will deduct a minimum of Two Hundred (\$200.00) Dollars or cost of clean-up, whichever is greater, from Tenants' security deposit.

- Y. Hardwood and engineered wood floors shall be protected at all times by Tenants using felt pads under all furniture. NEVER use soap or harsh chemicals to clean floors. Sweep floors using a soft dust mop. Mop floors with a damp mop only and NEVER let water stand on the floor. Floors will be cleaned, and oiled if applicable, by Landlord between Tenants. Damage to floors caused by Tenants' neglect will be deducted from the Security Deposit.
- Z. Tenants shall be responsible for plunging the toilet in the event of minor blockage. Should the Tenant fail to release the blockage, Landlord should then be notified of the possibility of a more serious maintenance concern. If Landlord finds that simple plunging of toilet releases clog, Tenant shall be charged fee listed in Paragraph 27 above.
- AA. In the event of a Tenant's appliance failure, including but not limited to refrigerator, stove, microwave, washer/dryer, dishwasher, and garbage disposal, it is not the responsibility of Landlord to reimburse the Tenant for any damaged items.
- AB. Tenants should refrain from removing provided furniture from the property or moving to another location within the property. Should Tenants request to have furniture removed from the property for the lease term, they will be charged a Two Hundred (\$200.00) Dollar (minimum) fee. Furniture moved from the initial room within the property should be returned to the original room prior to the expiration of the lease term or be subject to a One Hundred (\$100.00) Dollar (minimum) fee.
- AC. Tenants are not permitted to have extra refrigerators or mini-refrigerators within the premises without a drain pan. Additionally, tenants should not place other items on the wood or carpeted flooring or any other floors that could leak or cause damage. Should any damage occur to said floors, regardless of having a drain pan, Tenant shall be responsible for all damages. Violations will result in One Hundred (\$100.00) Dollar fine per occurrence, and Landlord reserves the right to remove, at tenants' expense, any items deemed hazardous or damaging to the premises.
- AD. Basement areas are not waterproof or climate controlled and are not intended as a living area. Tenants who store items in their basement do so at their own risk.
- AE. Landlord or its agent shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for preservation of good order therein, and the same shall be kept and observed by the Tenants, their families, visitors, guests, servants, and agents. These rules and regulations are subject to change and addition at the option of Landlord and shall be in writing and shall be deemed to have been given to Tenants, addressed to the Premises, or taped on Tenants door, or emailed to the Tenant's email listed in section 20 or Tenants' rental application. Landlord shall not be responsible for the non-observance or failure by any Tenants to observe these house rules.

The parties, by signing below, hereby represent that they have fully read and fully understood the foregoing Agreement of Lease.

**SIGNED** as of the date first written above.

**LANDLORD:**

**Paul W. Baer Trust Properties, LLC, an  
Ohio limited liability company doing  
business as South Campus Quarter**

\_\_\_\_\_

By \_\_\_\_\_

Elizabeth Baer-Broestl, President

**TENANTS:**

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