

LEASE AND RENTAL AGREEMENT

This lease made and entered into this _____ day of _____ 20____ at Columbus, Franklin County, Ohio, by and between the undersigned Landlord and Tenant WITNESSETH that the Landlord in consideration of the rents to be paid and the agreements to be performed by the Tenant, has leased to the Tenant and apartment for a total of _____ people located at: _____

for the term beginning _____ and ending on _____ at a rental of _____ PAYMENTS OF \$ _____ per month.

Tenant _____
Print

Tenant _____
Print

1. Tenant shall make checks payable to (circle one):

Joseph Wolf
5714 Ennishannon Place
Dublin, Ohio 43016

The Joseph G. Wolf Trust
5714 Ennishannon Place
Dublin, Ohio 43016

Rent must be postmarked by the first day of each month.

2. RENT THAT IS NOT RECEIVED BY THE FIFTH OF EACH MONTH IS DELINQUENT AND WILL AUTHORIZE ALL REMEDIES IN THE LEASE. If the rent is not received by the 5th day of the month, the Tenant agrees to pay an initial late charge of \$40.00 plus \$3.00 a day thereafter until the rent is paid. All funds received shall be applied to: dishonored check charges; late charges; damage charges; delinquent rent; and current rent, in that order. The Landlord may, at any time, require that all rent and other sums be paid with certified check, cashier's check, or money order.
3. The Tenant agrees to be charged \$40.00 for each check returned to the Landlord unpaid for any reason. Rent will be unpaid and late charges of \$3.00 per day will be added to the rent for that month until the check is made good.
4. The Tenant has deposited with the Landlord the sum of \$ _____ to guarantee the return of the premises, including carpeting, in as good or better condition as when initially occupied, with reasonable wear and tear expected. The Tenant 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 above deposit will be returned within 30 (thirty) days after the expiration of the original lease under the following conditions:
- A. A 30 (thirty) day written notice has been received in the office. If a notice has not been given 30 (thirty) days in advance, the next month's rents due and payable on the first, even if the lease has expired.
 - B. All keys are returned to the office of the Landlord or the resident manager and the property vacated in clean condition by the last day of the lease period.
 - C. The Landlords inspection reveals no damage to the premises, reasonable wear and tear expected. Failure to leave the premises in the exact same clean condition that it was originally obtained will result in charges with deductions from the deposit return.
 - D. All utilities have been paid.

If the conditions of this lease are not complied with including rent not timely paid, or if other conditions or requirements of this lease are breached or violated by the Tenant then the whole or a fractional part of the deposit may be retained by the Landlord as partial liquidated damages without prejudice to the rights of the Landlord to recover such damages as he may be entitled to.

Failure of the Tenant to remove any and all personal property at the end of this lease term does not create any liability upon the Landlord to safeguard, store or in any other way protect said personal property and further the Tenant hereby waves any claim which he may have against the Landlord in any way whatsoever connected with any and all personal property owned or possessed by the Tenant.

5. The Landlord shall pay for trash removal and _____. The Tenant shall pay for, and have in their name, the following utilities on the first day of the lease _____. The Tenant further agrees that for each utility not placed in his/her name by the start of the lease term, he/she will be charged the amount of the bill and a penalty of \$25.00 plus \$5.00 per day per each utility. If the utilities are turned off prior to the expiration of the lease the Tenant agrees that he/she will be charged the amount of the bill and a penalty of \$25.00 plus \$5.00 per day for each utility not in the Tenant's name.
6. If we are able to give and you are willing to take possession of your apartment before the first day of the term of this Lease, you shall pay rent equal to a daily prorated amount of your monthly installment multiplied by the number of days to the first day of the term. If we cannot have your apartment ready for you by the first day of the term of the Lease because in our determination the apartment is not ready for occupancy, or because another Tenant holds over, or for any other reason, we are not liable for damages, but you will not be required to pay any rent until the apartment is available. If we are not able to deliver possession to you within (30) thirty days after the first day of the term of the Lease, you may cancel the Lease without any further obligation and be refunded your security deposit.
7. Unless written notice is given by Landlord to Tenant at least 30 days prior to the expiration of this Lease that Landlord will require Tenant to sign a new Lease, or written notice is given by Tenant to Landlord at least 30 days prior to the expiration of this Lease that Tenant will require Landlord to sign a new Lease, or unless written notice is given by Tenant to Landlord at least 30 days prior to the expiration of this Lease of intent of giving up this Lease, then this Lease shall automatically renew itself under the same terms and conditions. If a Tenant holds over beyond the term of this Lease, then he/she/they shall be a Tenant under the same terms and conditions as this Lease and such holding over shall be considered a tenancy on a month to month basis. Landlord may revise the rent or change any term or condition of the Lease by giving Tenant at least 60 days notice in writing of such intent. Tenant may terminate the Lease as of the effective date of the Lease change by giving Landlord at least 30 days notice in writing prior to the effective date of the proposed Lease change.

8. For Tenants renting apartments in the Southwest Campus area (1531, 1535, 1521, 1519 Neil Ave., 333, 338 W. Eighth Ave., or 119,123 W. Tenth Ave.) there will be a letter of intention sent on or around January 15 asking Tenants if they plan to renew their Leases at the expiration of their current Lease term. The letter will state new terms and conditions if any for the new Lease. The letter must be sent back and received by February 1 and a new Lease signed, sent back and received by February 15.
15. If the terms and conditions of the preceding paragraph are not adhered to then Tenant will lose their option of signing another Lease at the end of their current term.
9. If you vacate your apartment or cancel your lease prior to the Lease term and you give us (30) thirty days written notice, you agree to forfeit your security deposit as partial liquidated damages and in addition pay the turnover costs (including but not limited to the cost of painting your apartment, generally cleaning your apartment, shampooing the carpet in your apartment, and the advertising costs associated with re-leasing your apartment), the full monthly installment of rent for the last month during any part of which you occupied the apartment, and the rent for an additional (3) three months except for any rent that we may recover by re-renting your apartment.
10. No pets shall be permitted on the premises unless specifically indicated in Item 31- Additional provisions of this lease. Violation of this section shall entitle the Landlord, at its option, to terminate this lease and keep the deposit in addition to the entire balance of the lease. The Tenant may have a pet if give approval by the landlord under Item 31- Additional Provisions of this lease. There may be an additional security deposit and monthly rent for a pet.
11. The Tenant agrees the premises will be used for residential purposes only and will be occupied only by persons having a written lease and rental agreement with the Landlord or assignee of the Tenant herein after who must be approved by the Landlord in writing.
12. Each Tenant sharing the apartment and each guarantor of the lease shall be jointly and severally liable for the entire term of this lease, it being specifically understood that this lease is entered into upon the Landlords reliance upon the credit of the Tenants.
13. The premises will not be used for any unlawful purpose nor for any purposes deemed hazardous by the Landlord or by the Tenant's insurance company because of fire or other risk.
14. The Tenant will obey and conform with all laws, ordinances, rules and regulations of the governmental agencies having jurisdiction over the premises, and will not be noisy or boisterous or in any manner offensive to other Tenants or occupants of the building. This includes noise produced by stereos and musical instruments of any kind.
15. The Tenant will not apply contact paper to walls, shelves, and drawers. The Tenant will not adhere any tapes, adhesives, or contact accessories (i.e. clothes hooks, key hooks, paper towel brackets, mirrors, etc.) to anything in the apartment. The Tenant will not drive or permit to be driven any nails into the woodwork. Only manufactured metal picture hooks may be used to hang pictures on walls only (not on woodwork). No wallpaper or ceiling trim paper will be permitted. No unauthorized painting will be permitted.
16. As of the date of this lease, the Tenant acknowledges that the premises are in a good state of repair and condition, except as otherwise indicated in the Inventory & Condition Form to be signed at the time of entry.
17. The Tenant will not exhibit any sign, placard, bottle, or other object in any window nor will the Tenant mention said apartment or building in any advertisement.
18. Mini blinds have been hung to all windows in the apartment and these must not be removed and will be maintained in good working condition by the Tenant. If a blind needs to be replaced, the Landlord must do the repair or replacement and the Tenant will be charged for repair or replacement if there is evidence of willful neglect. If the Tenant chooses to hang drapes the drapes must have a white or beige color facing to the outside of the Unit.
19. The Tenant shall not litter the apartment, lawn, and parking lot with debris and refuse. If the exterior of the apartment herein rented contains a Dumpster or refuse container, failure of the Tenant to place garbage and refuse in said container shall be a violation of this lease. If the apartment building does not have a dumpster, then Tenants must provide a suitable Trash container with a lid for storage outside or their apartment in the appropriate location. If the Tenant fails to remove garbage from within or around the apartment or litters it on the ground around said container, appropriate deduction from the security deposit of the Tenant shall be made for cleaning and pick-up. Garbage must be disposed of in plastic or paper bags and placed in Dumpster or other suitable Trash container. No furniture shall be disposed of in or around metal dumpsters (i.e. couches, chairs etc.). A removal fee of \$50.00 will be charged to the Tenant for any furniture left in the apartment or on the property.
20. The Tenant agrees to obtain renters insurance covering property damage and liability and agree to notify us within (30)thirty days of its cancellation. All personal property kept in the apartment, building, or other common areas by you shall be kept at your own risk. You agree that, as the law permits, you and your insurance carrier will not hold us liable for claims and damage or injury normally covered by renters insurance, even if we are negligent, and you will look solely to your own insurance to compensate for such damage or injury.
21. The Tenant may, at the Landlords discretion, be responsible for the maintenance and repair of the toilets, sinks, and disposal if objects are deposited in them causing stoppage. Residents are responsible for and agree to pay for damage done by wind or rain caused by leaving windows open, and for all glass breakage and screen damage from negligence on part of the Tenant. No repairs will be made or credit allowed for repairs without the written approval of the Landlord. If after 5 (five) days from the date of the stoppage or other damages as mentioned herein, the Tenant has not remedied the same, the Landlord may at its option, cause the stoppages or damages to be remedied at the Tenants cost of labor and parts plus \$50.00. To exercise or failure to exercise the Landlords option to remedy or to collect the above costs from the Tenant shall not waive or prejudice any other right or remedy provided to the Landlord herein.
22. It is agreed by and between the Landlord and the Tenant that parking is not granted as a part of the leased premises but rather as a courtesy to the Tenant. The parking lot shall, at the Landlords option, be operated on a basis subject to unauthorized cars being towed by a private towing and storage company. A Tenant not complying with the rules of the lot as described by the Landlord may result in a denial of parking privilege at the Landlords option. The Landlord does not permit full-size trucks (pick-up trucks excluded) and motorcycles on the lot without written permission. All persons parking on lots do so at their own risk.
23. If a Tenant loses a key the Landlord may, at his discretion, charge a \$10.00 replacement fee. If a Tenant locks themselves out of their apartment, the Landlord may, at his discretion and depending on the time of day, charge the Tenant a \$60.00 fee for unlocking Tenants door. The Tenant agrees that the Landlord is under no obligation to unlock a door or replace a key immediately but will do so in a reasonable period of time especially if this occurs in the middle of the night. Under no circumstances may the Tenant change, re-key, add or delete any lock, key or other security device. If the Tenant breaches this paragraph or any part hereof, the Landlord may charge the Tenant any locksmith fees and/or other charges to return the locks, keys, or other security devices to their original condition.
24. If the premises are rendered unusable by fire, flood or other casualty, the Landlord at his option may repair the premises or terminate the lease. If the building is not repaired within 30 days or is wholly destroyed the lease shall terminate and the Tenant shall pay the Landlord rent to the day of the casualty.
25. No rebate will be made for vacating the apartment prior to the end of the rent term and the Tenant and all guarantors of the lease are responsible for the entire rental.
26. The Tenant shall not assign this lease or sublet the premises without the written consent of the Landlord.
27. The Tenant shall be responsible for any damage to the premises, appliances or carpeting herein whether caused by the Tenant, other occupants or visitors to the apartment.
28. No burning of candles or incense is permitted in the apartment. The Tenant will be responsible for the considerable damage that often results from smoke and wax accumulation on walls or ceilings.
29. No waterbeds are allowed without written agreement and insurance.

- 30. No bikes are allowed in apartments. Where applicable, bikes may be kept in the storage rooms.
- 31. The Landlord or its agent or employee may enter and inspect the premises at any hour in the event of an emergency. If there is no emergency situation, a 24 hour notice to the Tennant shall be given for the intention to enter by the Landlord, its agent or employee. Further, if the Tenant has indicated their intention to move or fails to exercise their option to sign a new lease pursuant to Paragraph 7 of this Lease, the Tenant agrees to allow the Landlord access to the leased premises for the purpose of showing the same to prospective Tenants, again given 24 hours notice. Any request made for service or repairs by the Tenant to the Landlord constitutes the Tenants permission for any person making such service or repair to enter the premises during reasonable hours, no further notice given.
- 32. The Landlord or its agent or employee shall conduct quarterly mechanical and maintenance inspections to assure that each Apartment is in good, working order. A 24 hour notice to the Tennant shall be given for this intention to enter by the Landlord, its agent or employees.
- 33. If the rent or any part thereof shall at any time be in arrears and unpaid and without any demand therefore, or if Tenant shall fail to keep and perform any of the covenants, agreements or conditions of the Lease, or if the Tenant shall be adjudged bankrupt, or if the Tenant shall abandon or vacate said premises during said term, then and in any such cases, it shall be lawful for Landlord to enter said premises and again have, repossess and enjoy the same, as if this Lease had not been made, and thereupon this Lease and everything herein contained on the part of the Landlord to be done and performed shall cease, terminate, and be utterly void; without prejudiced, however, to a commencement of a procedure or suit in forcible entry and detainer, or in ejectment, or otherwise, after any default by Tenant, shall be equivalent in every respect to actual entry by Landlord.
- 34. This lease shall be at all times subject and subordinate to the lien of any mortgage(s) now on the premises or which may hereafter be placed on the premises. You further agree to deliver to us any instrument(s) which we or any other lender may reasonably request to subordinate this Lease to any such mortgage or encumbrance or to certify that we have complied with our obligation under the Lease.
- 35. Additional Provisions: _____

- 36. Additional amenities including Garage or Carport spaces: _____

OTHER TERMS: This lease and the attached Inventory & Condition Form contain the final and entire agreement between the parties hereto and no party shall be bound by any term, condition or representation oral or written, not set forth herein. IN TESTIMONY WHERE OF THE PARTIES HAVE SIGNED ON THE DAY AND YEAR HEREIN WRITTEN.

LANDLORD: Wolf Properties / Joseph G. Wolf Trust

BY: _____ AGENT FOR: _____
Signature

TENANT _____
Signature

TENANT _____
Signature