

OSU Properties, LLC

Privately Operated by George Kanellopoulos (Owner/Landlord) and Alek Kanellopoulos (Manager)

Hours: Monday - Friday | 9:00am - 5:00pm
Other Hours for Emergencies Only

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Lease Agreement

This Lease Agreement is made and entered into on this date, _____, in Franklin County, Columbus, Ohio, by and between OSU Properties, LLC (hereinafter "LANDLORD", "We", "Us", or "Our Company") and the following tenant(s) (hereinafter "TENANT", "TENANTS", or "You"):

LANDLORD, in consideration of the rents to be paid and the agreements to be performed by TENANT, has leased to TENANT **Unit** _____ of the property located at _____, **Columbus, Ohio** _____ (hereinafter "Premises"), for the term beginning _____ (lease start date) and ending _____ (lease end date), in _____ **installments** of \$ _____, for a total annual rent of \$ _____ (**monthly rent subject to increase according to section #1 below**). Each installment shall be due on the 1st (first) day of each and every month in advance. TENANT is permitted to move in no earlier than the lease start date. TENANT and the Guarantor(s) agree and covenant as follows:

This is a () Furnished, () Partially Furnished, or **(X) Unfurnished unit.**

- If a/an _____ TENANT is added to this lease, any time between now and the end of the lease, the rent will increase to \$ _____ per month.
If a/an _____ TENANT is added to this lease, any time between now and the end of the lease, the rent will increase to \$ _____ per month.
If a/an _____ TENANT is added to this lease, any time between now and the end of the lease, the rent will increase to \$ _____ per month.
If a/an _____ TENANT is added to this lease, any time between now and the end of the lease, the rent will increase to \$ _____ per month.
- TENANT is allowed a maximum of _____ parking permits and will pay a yearly fee of \$ _____ per parking permit issued.

UNIT-SPECIFIC PARKING TERMS

3. Each TENANT sharing the unit shall be **JOINTLY** and **SEVERALLY** liable for the entire term of this Lease Agreement.

4. **GUARANTOR REQUIREMENT**

- 4.1. TENANT must have his or her GUARANTOR execute a Guaranty To Lease Agreement Form as part of the leasing process. GUARANTOR agrees to be responsible for [1 divided by the number of tenants on lease] of the lease obligations.
- 4.2. **INTERNATIONAL STUDENTS:** LANDLORD is unable to accept guaranty forms from persons living outside of the United States. In lieu of a guaranty, international students may prepay [1 divided by the number of tenants on lease] of three (3) months of the total monthly rent amount.

5. **RENTERS INSURANCE**

- 5.1. Although not required as a condition of this Lease Agreement, We **STRONGLY RECOMMEND** that each TENANT purchase, and maintain in effect at all times during the Lease Agreement term, an HO-4 renters insurance policy with a **minimum** personal liability coverage of \$100,000 per occurrence, and a **minimum** personal property coverage of \$15,000 per occurrence.
- 5.2. TENANT understands that LANDLORD's insurance policies do not extend to TENANTS or their guests, and LANDLORD is not liable for any damage to, destruction of, or loss of any personal property located or stored on the Premises or in any common areas regardless of the cause of such damage. This includes any food spoilage due to power outage or appliance issues.

6. **PAYMENT OF RENT**

- 6.1. TENANT shall only make online rent payments. Payments must be made online no later than the 1st day of every month, through RentPayment.com company, free of processing charges if paid by e-check. LANDLORD may request that TENANT pay through an online platform other than RentPayment.com at any time, as long as payments made by e-check through any given platform remain free of processing charges to TENANT. Such other online platforms may include AppFolio Property Management Software.
- 6.2. TENANT(s) shall pay the rent **JOINTLY in one transaction, totaling the amount due for rent per month.** If the total monthly rent amount is not paid in one transaction, TENANT will pay a fee of \$30 per each additional transaction.
- 6.3. Rent paid after the 1st day of each month, shall subject TENANT to a late fee charge of \$50 dollars. In addition, a \$5 per day late fee charge will be assessed beyond the 2nd day, regardless of holidays or weekends. In the event LANDLORD elects to begin eviction proceedings for non-payment, or breach of other condition(s) of this lease, LANDLORD may possess the Premises in accordance with Section 1923 of the Ohio Revised Code.
- 6.4. TENANT agrees to any terms of use/service and any privacy policy of RentPayment.com and/or any other online payment platform LANDLORD may elect to use.
- 6.5. For any payment TENANT makes that is reversed (not paid to LANDLORD) by LANDLORD's chosen online payment platform, for any reason other than that payment platform's own admitted error, TENANT will be charged a \$35 reversed payment fee plus any applicable late fee charges.

7. **SECURITY DEPOSIT POLICY**

- 7.1. TENANT will deposit with LANDLORD a sum, equal to one month's rent, as security deposit to guarantee the return of the Premises in as good or better condition as when initially occupied, normal wear and tear excepted. The security deposit shall NOT be applied toward any month's rent during occupancy. The security deposit will be returned via electronic or physical check (less any applicable charges) to TENANT within thirty days after the expiration of this Lease Agreement or after exclusive possession is returned to us, whichever is last to occur, under the following conditions:
- 7.1.1. All requirements outlined in the annual Move-Out Packet have been completed and the Premises is vacated by the last day of this Lease Agreement term.
- 7.1.2. LANDLORD's inspection reveals no damages to the Premises, reasonable wear and tear excepted.
- 7.1.3. TENANTS have submitted a **Security Deposit Return Form** by the deadline specified in the annual Move-Out Packet, designating one individual as the recipient of one electronic check for the total security deposit (less any applicable charges) currently held by LANDLORD.
- 7.1.4. If TENANT does not submit a Security Deposit Return Form by the deadline, the total security deposit (less any applicable charges) will be sent as an electronic check to the **PRIMARY TENANT** designated during the leasing process.

- 7.2. No part of the security deposit will be returned until all tenants (renewing, non-renewing, or new incoming) have vacated the Premises, the lease and any renewal term has expired, and exclusive possession of the Premises has been returned to LANDLORD, whichever is last to occur. Non-renewing tenants, renewing tenants, and new incoming tenants must negotiate between themselves how they wish to handle their respective security deposit shares and obligations. LANDLORD will not be involved in such process, but recommends that the parties reduce their agreement to writing.
- 7.3. Further, if the conditions of this Lease Agreement are not complied with including rent not timely paid, or if other conditions or requirements of this Lease Agreement are breached or violated by TENANT, then the whole or a fractional part of the deposit may be retained by LANDLORD as partial liquidated damages without prejudice to the rights of LANDLORD to recover such damages as he may be entitled to. Any deductions from the security deposit shall be itemized and identified in writing by the LANDLORD during this same time period. This provision does not waive rights of the LANDLORD to seek damages in excess of the security deposit. The TENANT agrees to reimburse the LANDLORD for any rent, fees, utilities due and/or damages exceeding the security deposit.
- 7.4. In the event of a lease renewal with a monthly rent increase, TENANT does not have to pay any additional security deposit over the one-month's rent requirement for TENANT's first and original lease agreement. The first and original security deposit paid by TENANT will transfer and apply to any renewal lease term.
- 7.5. **POTENTIAL SECURITY DEPOSIT CHARGES:** The most common and easily avoidable itemized charges can be found in the table below. Remember, according to this Lease Agreement, an administrative cost of 10% is added to each item.

LANDLORD Action	Cost	Admin Fee	Total Charge
Removal of Furniture (Per Item)	\$ 50.00	10%	\$ 55.00
Replace Damaged/Broken/Dirty/Greasy Mini Blind (Per Blind)	\$ 20.00	10%	\$ 22.00
Replace Damaged Window Screen (Per Screen)	\$ 50.00	10%	\$ 55.00
Replace Dirty/Missing Stove Drip Pan (Per Pan)	\$ 10.00	10%	\$ 11.00
Replace LED or Compact Fluorescent Light Bulb (Per Bulb)	\$ 5.00	10%	\$ 5.50
Replace Vanity/Fluorescent Light Bulb (Per Bulb)	\$ 8.00	10%	\$ 8.80
Replace Discharged/Missing Fire Extinguisher (Per Extinguisher)	\$ 60.00	10%	\$ 66.00
Replace Battery for Smoke Detector (Per Detector)	\$ 8.00	10%	\$ 8.80
Replace Battery for Carbon Monoxide Detector (Per Detector)	\$ 8.00	10%	\$ 8.80
Replace Damaged Smoke Detector (Per Detector)	\$ 40.00	10%	\$ 44.00
Replace Damaged Carbon Monoxide Detector (Per Detector)	\$ 60.00	10%	\$ 66.00
Replace Damaged Interior Door (Per Door) - MINIMUM CHARGE	\$ 300.00	10%	\$ 330.00
Replace Damaged Exterior Door (Per Door) - MINIMUM CHARGE	\$ 600.00	10%	\$ 660.00
Replace Mailbox Lock Due to Damage or Missing Keys	\$ 50.00	10%	\$ 55.00
Replace Bedroom Lock Due to Damage or Missing Keys	\$ 50.00	10%	\$ 55.00
Replace Damaged Keypad Deadbolt Lock	\$ 200.00	10%	\$ 220.00
Replace Damaged/Missing Fire Escape Ladder	\$ 125.00	10%	\$ 137.50
Cleaning Dirty Oven and/or Stove	\$ 100.00	10%	\$ 110.00
Replace Carpet Damaged/Stained Beyond Normal Wear	Contractor Price + 10% Admin Fee		
Repair Damaged Landscaping/Grounds	Contractor Price + 10% Admin Fee		
Paint Beyond Normal Wear and Tear	Contractor Price + 10% Admin Fee		
Repair Damaged Drywall	Contractor Price + 10% Admin Fee		
Replace Damaged Ceramic Tile	Contractor Price + 10% Admin Fee		

8. UTILITIES TERMS

- 8.1. **INCLUDED UTILITIES:** The monthly rent paid by TENANT includes **gas** (if applicable), **electric, water, and sewer**. These utilities are active at all times, and TENANT is not required to take any action regarding these utility accounts.
- 8.2. **CABLE AND INTERNET:** Rent paid by TENANT **DOES NOT** include cable or internet service. TENANT is responsible for purchasing cable and/or internet service in their name(s) and maintaining all associated accounts and equipment during the lease term. TENANT must cancel their cable and/or internet service account(s) before moving out.
- 8.3. Most units are equipped with sub-meters that are monitored by LANDLORD. Washer, dryer, and other high-utility-cost appliances are for TENANT's use only. TENANT will be responsible for any excessive use of utilities due to wasteful action or inaction, including, but not limited to: using heating and cooling systems(s) with windows and/or doors open; allowing water fixtures to drip or run regularly in a wasteful manner; failing to submit a maintenance request for any repair issue that causes any appliance or fixture to waste utilities (e.g. a toilet running due to a failed flapper). How conservatively TENANT uses gas, electric, and water, and how promptly TENANT reports problems to LANDLORD related to the use of gas, electric, and water, will be highly weighed in LANDLORD's consideration of TENANT's Lease Agreement renewal in the future.

9. TENANT MOVE-IN INSPECTION REPORT

- 9.1. TENANT, within 3 days from receiving the keypad code to the unit, will email LANDLORD, describing in detail the condition of the Premises at move-in time. Specific instructions will be provided to TENANT prior to move-in.
- 9.2. If TENANT does not notify LANDLORD as described above within 3 days from receiving the keypad code to the unit, describing in detail the condition of the Premises, the Premises will be considered to be with no problems or concerns and in excellent condition.

10. MAINTENANCE REQUESTS AND LANDLORD RESPONSE

- 10.1. TENANT will promptly notify LANDLORD of the need for repairs/maintenance. All repairs/maintenance requests are to be submitted to LANDLORD online by using the link www.OSUproperties.com/maintenance.asp and be very descriptive. In case of an emergency only, TENANT shall ALSO CALL LANDLORD at 614-299-9940 in addition to submitting the emergency maintenance request at www.OSUproperties.com.
- 10.2. TENANT will be responsible for any damages caused by TENANT's negligence in reporting any repair/maintenance issue in a timely manner. Regular (non-emergency) maintenance requests, entered on www.OSUproperties.com/maintenance.asp on a weekday, will be addressed within 24 hours from being entered, most of the time within a few hours. Any emergency requests will be addressed immediately, 24 hours a day, 7 days a week.
- 10.3. Any maintenance request(s) submitted by TENANT shall be deemed a waiver of a 24-hour notice prior to entry by LANDLORD and/or his immediate maintenance team members.

11. UNIT ENTRY AND INSPECTION

- 11.1. LANDLORD or his agent or employee may enter the leased unit in the event of an emergency or if TENANT has recently submitted a maintenance request. Without an emergency situation or maintenance request submitted by TENANT, a 24-hour notice shall be provided to TENANT via email prior to any entry of the leased unit by LANDLORD, his agent(s), or employee(s). A 24-hour notice is not required for inspection of the exterior of the Premises.
- 11.2. TENANT shall keep all bedroom doors unlocked during all inspections and showings to prospective tenants, or to insurance and mortgage agents.
- 11.3. LANDLORD or his agent or employee will perform 3-6 routine inspections of the Premises per year, as needed, to make sure TENANT is complying with this Lease Agreement. Any damages caused by TENANT or TENANT's guest(s) will be immediately repaired at TENANT's expense and TENANT will reimburse LANDLORD for said repairs within seven (7) days from demand for payment from LANDLORD. Failure to reimburse LANDLORD within seven (7) days of demand for payment from LANDLORD shall constitute a violation under this Lease Agreement and TENANT shall be subject to eviction.
- 11.4. All repairs made by TENANT anywhere on the Premises without written approval of LANDLORD, will be reversed/undone and repaired by LANDLORD at TENANT's expense (ex. drywall hole repaired by tenant will be cut out and redone by landlord in order to make sure that no plumbing, or electrical wires, or structural framing have been adversely affected by tenant's repair). There will be a 10% administrative cost added to the cost of all repairs/damages.

12. LOCKS AND KEYS

- 12.1. LANDLORD provides an electronic deadbolt with digital keypad code for every exterior door. If TENANT wants to have the keypad code changed for any reason, LANDLORD will charge a \$20 code changing fee.
- 12.2. Only TENANT(s) and GUARANTOR(s) shall be provided the keypad code. TENANT(s) and GUARANTOR(s) are not permitted to share the keypad code with any third parties.
- 12.3. TENANT is not allowed to change any door locks on the Premises.
- 12.4. LANDLORD provides a keyed lock for all bedrooms. Only **ONE** working key is guaranteed per lock. LANDLORD does not keep copies of bedroom keys. TENANTS are responsible for making and safely storing any copies of bedroom keys.
- 12.5. **BEDROOM LOCKOUT SERVICE:** Bedroom lockout service is available through LANDLORD between 8:00 AM and 4:00 PM, Monday-Friday **ONLY**, at a fee of \$50. LANDLORD does not provide lockout service before or after these hours, on weekends, or holidays — TENANT is responsible for calling a locksmith in these cases.
- 12.6. TENANT is responsible for his or her mail key. LANDLORD does not keep copies of mail keys. If TENANT loses his or her mail key, the fee to re-key the mailbox is \$50.
- 12.7. TENANT must leave all bedroom and mailbox keys behind before moving out, as instructed in the move-out packet for the particular move-out year. TENANT's security deposit will be charged \$50 for any bedroom or mailbox lock that does not have at least one working key present after TENANT's moving out.

13. PARKING PERMIT AND TOWING POLICIES

- 13.1. For units with paid parking, TENANT must pay the annual parking fee and fill out a Parking Permit Request Form before receiving a parking permit from LANDLORD.
- 13.2. TENANT must suspend their parking permit from the rear-view mirror of their vehicle. The parking permit must be visible at all times and not covered or obstructed by any other permit or object. LANDLORD's contracted towing company will tow away any vehicle that does not have a current and valid permit suspended from its rear-view mirror.
- 13.3. If a vehicle that does not have a parking permit is blocked by a vehicle that does have a permit, TENANT agrees to have the towing company temporarily remove the blocking vehicle so that the blocked vehicle can be towed away and the blocking vehicle be parked in the blocked vehicle's space.
- 13.4. A lost parking permit will cost \$50 to replace. Lost a second time, TENANT will lose his or her privilege to park in the parking lot. There will be a \$20 charge for each parking permit not returned at the end of TENANT's lease term.
- 13.5. **VISITOR PARKING:** Visitor parking is not available at units with paid, permitted parking lots. LANDLORD is not responsible for coordinating parking of any visitors.
- 13.6. **NON-TENANT PERMITS:** Only tenants are eligible for parking permits from LANDLORD. Parking permits will **NOT** be issued to non-tenants under any circumstances.

14. SUBLEASING

- 14.1. Subleasing is permitted under strict guidelines. TENANT shall not sublease the Premises without the express written consent of LANDLORD. LANDLORD shall not unduly withhold its consent to allow TENANT to sublease. TENANT requesting to sublease is wholly responsible for finding a sublessee. A prospective sublessee must complete a rental application and pay the required application fee. A prospective sublessee must have a parent or guardian sign a Guaranty to Lease Agreement form.
- 14.2. TENANT requesting to sublease, the prospective sublessee, and all TENANTS under this Lease Agreement must sign a Sublease Agreement, approving the sublessee and agreeing to the sublease terms. A sample Sublease Agreement can be viewed on our website.
- 14.3. TENANT requesting to sublease must pay a non-refundable sublease fee of \$300. LANDLORD strongly recommends that the TENANT requesting to sublease collect a security deposit from the prospective sublessee prior to his or her subtenancy.
- 14.4. TENANT requesting to sublease, the prospective sublessee, and all TENANTS under this Lease Agreement must receive a copy of the Sublease Agreement signed by LANDLORD prior to having the prospective sublessee occupy any part of the Premises. TENANT understands that an executed Sublease Agreement does not remove him or her from the obligations set forth in this Lease Agreement. All TENANTS understand that an executed Sublease Agreement does not alter the monthly amount due, the term of the original Lease Agreement, nor any other obligation set forth in this Lease Agreement.

15. TENANT REPLACEMENT PROCEDURE

- 15.1. At any time before expiration of this Lease Agreement, if TENANT is unable to fulfill their lease obligations, they may request approval from LANDLORD to be formally replaced on this Lease Agreement by a replacement tenant. TENANT is wholly responsible for finding a replacement tenant. No TENANT may be removed from this Lease Agreement without a replacement tenant secured.
- 15.2. A prospective replacement tenant must complete a rental application and pay the required application fee. If approved, the prospective replacement tenant must pay a security deposit equal to the outgoing TENANT's individual security deposit contribution. The security deposit of the outgoing TENANT will be handled per the terms of the Tenant Replacement Addendum.
- 15.3. The prospective replacement tenant must have a GUARANTOR sign a Guaranty to Lease Agreement form, All TENANTS on this Lease Agreement, and the prospective replacement tenant, must sign a Tenant Replacement Addendum, and the outgoing TENANT must pay a non-refundable replacement fee of \$750.
- 15.4. TENANT shall not be formally replaced on this Lease Agreement until they receive the executed Tenant Replacement Addendum directly from LANDLORD, signed by all TENANTS on this Lease Agreement, the prospective replacement tenant, and LANDLORD.

16. MOVE-OUT POLICIES

- 16.1. No rebate will be made for vacating the unit prior to the end of the rent period. Residents remaining in the unit beyond the last day of their lease, without renewal or permission, will be charged the prorated rent per day plus an additional service charge of \$300 per day. In addition, LANDLORD may proceed with an eviction action and sue for damages arising out of the late move out.
- 16.2. TENANT shall not store, collect, park, leave, deposit, maintain, reserve, put aside for future use, permit, allow, or suffer to remain on any part of the Premises, any belongings sold or provided to future tenants of the unit.

17. RENEWAL POLICIES AND PROCEDURES

- 17.1. Renewing units will not be inspected or "turned over" by LANDLORD prior to the beginning of the renewed lease term, and cosmetic damages **will not** be repaired by LANDLORD until all tenants (renewing, non-renewing, or new incoming) have vacated the Premises, the lease and any renewal term has expired, and exclusive possession of the Premises has been returned to LANDLORD. New incoming tenants signing a renewed lease agreement must understand that they will be moving into a "lived-in" unit, and LANDLORD cannot guarantee the cosmetic condition of the unit at move-in.
- 17.2. No part of the security deposit will be returned until all tenants (renewing, non-renewing, or new incoming) have vacated the Premises, the lease and any renewal term has expired, and exclusive possession of the Premises has been returned to LANDLORD, whichever is last to occur. Non-renewing tenants, renewing tenants, and new incoming tenants must negotiate between themselves how they wish to handle their respective security deposit shares and obligations. LANDLORD will not be involved in such process, but recommends that the parties reduce their agreement to writing.
- 17.3. In the event of a partial lease renewal, all individual non-renewing tenants are responsible for having the carpet in their bedrooms and the exposed carpet (not covered by furniture) in any common areas, professionally cleaned. Common areas are any spaces shared by all tenants, including hallways, living and family rooms, dens, and stairs. To avoid disputes, renewing tenants must contribute toward the cost of cleaning the common areas.

18. PROFESSIONAL CARPET CLEANING OBLIGATION

- 18.1. TENANT is responsible for having the carpet professionally cleaned at the end of TENANT's tenancy, at TENANT's own expense, and must provide LANDLORD with the original receipt for this service.
- 18.2. Before TENANT's professional carpet cleaning appointment, TENANT is responsible for ensuring the unit is **completely vacant** and all carpet scheduled to be cleaned has been **vacuumed thoroughly**. If the service is completed before the unit is vacant and/or the carpet has been vacuumed, the incomplete work will be obvious. LANDLORD will schedule a second cleaning on LANDLORD's time, the cost of which (the cleaning and LANDLORD's time) will be deducted from TENANT's security deposit.
- 18.3. In the event of a partial lease renewal, all individual non-renewing tenants are responsible for having the carpet in their bedrooms and the exposed carpet (not covered by furniture) in any common areas, professionally cleaned. Common areas are any spaces shared by all tenants, including hallways, living and family rooms, dens, and stairs. To avoid disputes, renewing tenants must contribute toward the cost of cleaning the common areas.
- 18.4. Professional carpet cleaning, per this Lease Agreement, means a full-service company with truck-mounted, commercial equipment that uses hot-water extraction (a.k.a commercial steam cleaning) to clean. The use of consumer-brand or self-service machines by TENANT will not be considered professional — this means that the use of Bissell, RugDoctor, or Hoover vacuums will not satisfy the carpet cleaning requirement under this Lease Agreement, nor will the use of any rental vacuums found at department stores.

19. RESTRICTIONS, USE, AND MISUSE OF PREMISES

- 19.1. **PETS AND ANIMALS RESTRICTION:** TENANT and/or TENANT's guests or visitors **ARE NOT** permitted to bring any pets or animals anywhere on the Premises, for any amount of time. Effective the day of witnessing a pet or animal on the Premises, the rent will increase by \$350 per monthly installment for the remainder of this Lease Agreement term, including the month during which the pet or animal was witnessed, even if the pet or animal is subsequently removed from the Premises. TENANT will also be responsible for the full cost of the following: professional cleaning, pest control, odor remediation, replacement of carpet and pad throughout unit, and any damages incurred by the pet. Furthermore, violation of this section shall entitle LANDLORD, at its option, to begin eviction proceedings in accordance with procedures defined in this Lease Agreement, and sue for breach of contract. A fish in a bowl/tank of capacity of no greater than one gallon of water is allowed.
- 19.2. **SMOKING RESTRICTION:** Smoking of any kind by TENANT or TENANT's guests is **STRICTLY FORBIDDEN** anywhere on the Premises, and TENANT shall not use, store, collect, park, leave, deposit, maintain, reserve, put aside for future use, permit, allow, or suffer to remain anywhere on the Premises, any smoking materials or smoking paraphernalia. For the purposes of this provision, "smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. This provision also restricts the use of any electronic smoking device which creates an aerosol or vapor, in any manner or in any form, such as a "vape" or electronic cigarette. TENANT will be charged a \$1,000 fine for any instance where they or their guests are witnessed smoking on the Premises, or for any smoking evidence, materials, or paraphernalia witnessed on the Premises. TENANT will also be responsible for the full cost of any professional cleaning, odor remediation, flooring repair and/or replacement, re-priming and/or re-painting, and any other incidental work required due to TENANT's violation of this provision of the Lease Agreement.
- 19.3. **GRILLS, OPEN FLAMES, AND HAZARDOUS MATERIALS:** TENANT shall not use, store, collect, park, leave, deposit, maintain, reserve, put aside for future use, permit, allow, or suffer to remain anywhere on the Premises, any grills (of any make or function, even electric), open flames, open-flame materials, or hazardous materials. For the purposes of this provision, open flames and open-flame materials are any devices or activities producing a spark or flame, and include, but are not limited to, grills, barbecues, candles, tiki torches, oil lanterns and lamps, butane burners, gas torches, incense, campfires, bonfires, fire pits, and fireworks. For the purposes of this provision, hazardous materials are any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises, or that might be considered hazardous or extra hazardous by any responsible insurance company, and include, but are not limited to, explosives, any solid, liquid, or gas fuel source, and gunpowder. Tenat will be charged a \$300 fine per grill, open flame, open-flame material, and/or hazardous material witnessed on the Premises. If a fireplace exists on the Premises, TENANT is not allowed to use it.
- 19.4. **RESTRICTED FURNITURE AND USE:** TENANT shall not use, store, collect, park, leave, deposit, maintain, reserve, put aside for future use, permit, allow, or suffer to remain anywhere on the Premises, any waterbeds, drinking bars, bar tops, drinking tables, beer pong tables, ping pong tables, or makeshift tables. For the purposes of this provision, a makeshift table is any table constructed of raw materials such as treated or untreated lumber, MDF, HDF, composite materials, or PVC. TENANT will be charged a \$300 fine per restricted item of this provision witnessed on the Premises.
- 19.5. **NO UPHOLSTERED FURNITURE ON EXTERIOR OF PREMISES:** TENANT shall not store, collect, park, leave, deposit, maintain, reserve, put aside for future use, permit, allow, or suffer to remain on any porch, balcony, roof, or in a yard except in a completely enclosed building or structure, any upholstered furniture, mattresses, materials and other similar products not designed, built and manufactured for outdoor use unless such is in an enclosed porch or balcony. For purposes of this section an enclosed porch or balcony shall mean a platform located at and attached to or abutting against the entrance to a building, completely covered by a roof and completely enclosed by fully intact glass and/or fully intact screens. Screens are framed wire mesh or framed plastic mesh used to keep out insects and permit airflow. TENANT will be charged a \$300 fine per restricted item of this provision witnessed, plus the cost of all applicable City of Columbus fines and any damage to the building resulting from TENANT's violation.
- 19.6. **NO FURNITURE OF ANY KIND ON GRASS:** TENANT shall not use, store, collect, park, leave, deposit, maintain, reserve, put aside for future use, permit, allow, or suffer to remain anywhere on the grass, lawn, or other landscaped portion of the Premises, any furniture of any type. TENANT will be charged a \$300 fine per restricted item of this provision witnessed on the Premises, plus the cost of labor and material needed to repair or restore damage to the Premises caused by TENANT's violation of this provision.
- 19.7. **NO BEER KEGS OR BEER KEG REFRIGERATORS:** No beer kegs or beer keg refrigerators (i.e kegerators) are allowed anywhere on the Premises. TENANT will be charged a \$300 fine per restricted item of this provision witnessed on the Premises.
- 19.8. **NO UNAUTHORIZED RESIDENTS OR TENANTS:** TENANT agrees the Premises will be used for residential purposes only and will be occupied only by persons having written Lease Agreement with LANDLORD or assignee of TENANT hereinafter who must be approved by LANDLORD in writing. Violation of this section shall entitle the LANDLORD, at its option, to begin eviction proceedings in accordance with procedures defined in this Lease Agreement, and sue for breach of contract, or charge a rental increase equal to whatever is applicable under the terms of this Lease Agreement per month, retroactive to the first day of the lease term, plus a fine of \$1,000 dollars.

- 19.9. **KEEPING THE PREMISES CLEAN:** TENANT shall, at all times, keep the Premises orderly, safe and free from rubbish, debris, litter and dirt and shall store all trash and garbage within ample and appropriate containers so that such trash and garbage can be picked up by the appropriate government authority, or private contractor designated to perform such function. TENANT will be charged a \$150 fine for each violation of this provision.
- 19.10. **NO POOLS OR OTHER WATER FEATURES:** TENANT shall not use, store, collect, park, leave, deposit, maintain, reserve, put aside for future use, permit, allow, or suffer to remain anywhere on the Premises, any pools, hot tubs, slip-and-slides, soaking tubs, water troughs, fountains, or any other type of water feature. TENANT will be charged a \$300 fine per restricted item of this provision witnessed on the Premises.
- 19.11. **NO MODIFICATIONS TO PREMISES:** TENANT shall not perform repairs, make alterations, additions, or improvements to the Premises — this includes painting. TENANT will be charged a \$150 fine per alteration, addition, or improvement made to the Premises. TENANT will also be responsible for all applicable City of Columbus fines, the cost of any damage to the Premises resulting from violation of this provision, and the cost of labor and material to remove or reverse any alterations, additions, or improvements made by TENANT.
- 19.12. **RESTRICTED APPLIANCES:** TENANT shall not use, store, collect, park, leave, deposit, maintain, reserve, put aside for future use, permit, allow, or suffer to remain anywhere on the Premises, any window AC units, freestanding AC units, space heaters, major appliances, mini refrigerators, or any high-amperage or high-wattage tools or equipment, including, but not limited to, welding equipment, lathes, CNC machines, home-lab servers, or transformers. TENANT will be charged a \$300 fine per restricted item of this provision witnessed on the Premises. In the event of inadequate or non-functioning cooling or heating, LANDLORD can temporarily provide and/or install portable AC units and space heaters where applicable.
- 19.13. **NO HAMMOCKS:** No hammocks are allowed to be mounted to, tied to, suspended from, or hung from any part of the Premises. Any evidence of violation of this provision is just cause for LANDLORD to hire licensed contractors and/or engineers to inspect for damages, and the cost of said inspection and repairs, if any, will be paid for by TENANT. Additionally, violation of this provision will subject TENANT to a \$300 fine, plus the cost of any fines levied by the City of Columbus, if applicable.
- 19.14. **NO ROOF ACCESS:** TENANT is not allowed on any roof structure of the Premises for any reason, except in the event of an emergency. Any evidence of violation of this provision is just cause for LANDLORD to hire licensed contractors and/or engineers to inspect for damages, and the cost of said inspection and repairs, if any, will be paid for by TENANT. Additionally, violation of this provision will subject TENANT to a \$300 fine, plus the cost of any fines levied by the City of Columbus, if applicable.
- 19.15. TENANT shall not string, lay, place, mount, tape, hang, or run any wire or cable, of any type, on, around, or across the floor, walls, ceiling, or anywhere else on the Premises. Evidence thereof will subject TENANT to a \$150 fine.
- 19.16. No extension cords are allowed anywhere on the Premises and evidence thereof will subject TENANT to a \$150 fine. Only a cord with a circuit protection strip is allowed. Any cord placed in the strip must go directly to the appliance it serves.
- 19.17. Mini blinds are installed throughout the unit as a courtesy for TENANT. TENANT is responsible for replacing any damaged, broken, dirty, or greasy mini blinds at the end of the lease term.
- 19.18. No holes, stickers, screws or nails of any kind are allowed inside or outside the unit. No adhesive-back hangers or sticky substances are allowed anywhere on the Premises which, when removed, damage or peel the surface on which they were used, except for 3M Command Strips. TENANT will be charged for any wall damage caused by the improper removal of the 3M Command Strips.
- 19.19. At move-in, LANDLORD shall furnish fluorescent, compact fluorescent (CFL) or LED light bulbs for fixtures provided by LANDLORD; thereafter, light bulbs of the same kind (fluorescent, compact fluorescent or LED) and of the same wattage shall be replaced at TENANT's expense. TENANT is also responsible for replacing the batteries in a digital thermostat as required.
- 19.20. TENANT shall keep all smoke and carbon monoxide detectors in good working order, including keeping batteries which work in each detector, and test all smoke and carbon monoxide detectors regularly. TENANT must notify LANDLORD in writing of any mechanical failure, or need for repair or replacement of any smoke or carbon monoxide detectors.
- 19.21. TENANT will not use, or permit the Premises to be used, in any noisy, boisterous or other manner or use that will tend to create a nuisance or otherwise unnecessarily disturb or offend neighboring residents, nor will TENANT use, or permit the Premises to be used, for any unlawful purpose, or for any purpose deemed hazardous by LANDLORD or by LANDLORD's insurance company because of fire or other risk.
- 19.22. TENANT shall keep Premises free of insects, rodents, vermin and other pest and shall not cause or permit objectionable odors to emanate or to be dispelled from the Premises. In the event that exterminating services are required in respect to the Premises, and it is determined that it is due to TENANT's negligence, TENANT shall be responsible for the cost thereof.
- 19.23. TENANT is responsible for removal of ice and/or snow around the Premises. If the leased unit is in an apartment building with four (4) or more units and an entrance door facing outside, TENANT is only responsible for removing ice and/or snow around the immediate area in front of TENANT's unit.
- 19.24. TENANT shall not erect any kind of signs, banners, fences, speakers, satellite dishes or antennas in, on, or around the Premises.

- 19.25. No lumber or construction materials of any kind are allowed anywhere on the Premises.
- 19.26. TENANT will not park or leave unregistered or inoperable vehicles anywhere on the Premises, and TENANT is not allowed to park on the yard, grass, or any part of the Premises that is not designated for parking. TENANT shall be responsible for any damage to the Premises, including ruts and holes, caused by improper parking. Additionally, TENANT will not charge for parking on the Premises under any circumstances.
- 19.27. TENANT shall not store any items or belongings within the "no-storage" zone painted around the furnace(s) and water heater(s)
- 19.28. TENANT shall not flush wet wipes or "flushable" wipes down the toilet, as such wipes can seriously damage the plumbing. TENANT shall be responsible for the maintenance of stopped up toilets and/or garbage disposal if such maintenance is required due to TENANT's negligent disposal of any items, including, but not limited to, tampons, food, bottle-caps, wet wipes, and "flushable" wipes.
- 19.29. TENANT will always have a toilet plunger available for every toilet in the house/apartment and will make sure that it is a toilet plunger and not a sink plunger. See difference here: <https://mikediiamondservices.com/blog/types-of-plungers/>
- 19.30. TENANT shall be responsible for all door/window/glass breakage and screen damage regardless of circumstances. TENANT shall also be responsible for the cost of any damage done by wind, rain, or other weather elements because doors or windows were left open.
- 19.31. TENANT must set the furnace (heater) thermostat in the Premises no lower than 65 degrees F during Winter months and is responsible for and agrees to pay for frozen/burst water lines and fixtures and all damage resulting therefrom.
- 19.32. PODS or any other storage units are not allowed on the Premises at anytime including moving in and moving out.
- 19.33. TENANT shall be responsible for any damage to the Premises whether caused by TENANT or TENANT's guests and visitors.
- 19.34. TENANT further covenants and agrees to execute and comply promptly with all local, state, and federal laws, statutes, ordinances, rules, and orders regulating use of the Premises by TENANT.

In order to move forward, TENANT must make a written statement that they understand and agree to the provisions outlined in section #19.

TENANT Name _____ Do you understand and agree to the provisions outlined in section #19? _____

TENANT Name _____ Do you understand and agree to the provisions outlined in section #19? _____

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TENANT Name _____ Do you understand and agree to the provisions outlined in section #19? _____

TENANT Name _____ Do you understand and agree to the provisions outlined in section #19? _____

20. **DEFAULT AND REMEDIES**

- 20.1. **DEFINITION OF DEFAULT:** The occurrence of any of the following shall constitute a "Default" by TENANT: failure to pay rent or any other charges as and when due; violation of any term, provision, or covenant of this Lease Agreement; failure to comply with federal, state, or local laws and regulations applicable to the TENANT's use and occupancy of the Premises.
- 20.2. **NOTICE OF DEFAULT:** In the event of a Default, LANDLORD shall provide written notice to TENANT specifying the nature of the Default and TENANT's obligation to cure ("Notice of Default" or "Notice of Strict Compliance").
- 20.3. **OPPORTUNITY TO CURE DEFAULT AND PAYMENT OF FINES:** Upon receipt or notification of any Default, TENANT shall have three (3) business days to cure the Default. If TENANT fails to cure the Default within this period, Landlord shall have the right to exercise any and all remedies available under this Lease Agreement and applicable law. If a Default results in a fine or other monetary charge as stipulated in this Lease or under applicable law, TENANT shall have three (3) business days from the receipt of written notice of such fine to make payment in full to the LANDLORD. Failure to pay the fine within this period shall constitute an additional Default.
- 20.4. **LANDLORD REMEDIES FOR DEFAULT:** If TENANT fails to cure any Default within the time period specified, or if TENANT continues to engage in any conduct in violation of any term, provision, or covenant of this Lease Agreement, LANDLORD shall have the right, at its sole discretion, to assess further penalties in accordance with this Lease Agreement and any applicable law, and/or begin eviction proceedings.

21. **SHARING OF TENANT CONTACT INFORMATION:** As a condition of this Lease Agreement, TENANT consents to LANDLORD's sharing of their name(s), phone number(s), and/or email address(es), strictly under the following circumstances: 1) TENANT is enrolled at The Ohio State University and LANDLORD receives a request for TENANT's information from The Ohio State University or its authorized agencies or representatives, 2) LANDLORD receives a request for TENANT's information from any government agency or authorized representative at the local, State, or Federal level.

22. This Lease Agreement and all Guaranty to Lease Agreement forms, as well as any other documents associated with this Lease Agreement and TENANT's tenancy, may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of copies of this Lease Agreement and of signature pages by electronic mail and/or facsimile transmission in Portable Document Format (PDF), or any other method, shall constitute effective execution and delivery of this Lease Agreement and may be used in lieu of the original Lease Agreement for all purposes. Signatures of the parties transmitted by electronic mail and/or facsimile transmission in Portable Document Format (PDF), or any other method, shall be deemed to be their original signatures for all purposes.

23. LANDLORD agrees that if TENANTS perform all of the covenants herein, they shall be entitled to possession of the herein Premises during the term of this Lease Agreement. Failure of LANDLORD to exercise his rights in respect of any default shall not be construed as a waiver respecting any subsequent default.

24. The execution of this Lease Agreement by TENANT, LANDLORD, and GUARANTOR(S) shall constitute the transaction of business in Ohio within the meaning of Ohio Civil Rule 4.3 (A) (1) and Section 2307.382 of the Ohio Revised Code. The laws of the State of Ohio shall govern the construction and interpretation of this Lease Agreement.

25. **SPECIAL PROVISIONS**

OTHER TERMS: This Lease Agreement and all Guaranty To Lease Agreement Forms contain the final and entire agreement between the parties hereto (including GUARANTORS) and no party (including GUARANTORS) shall be bound by any term, condition, or representation, oral or written, not set forth herein. IN TESTIMONY WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY AND YEAR HEREIN BEFORE WRITTEN.

The undersigned have read and understand the terms herein, intend to become legally bound upon execution, and have received a copy of this agreement.

TENANT Sign _____ Print Name _____ Date _____

OSU PROPERTIES, LLC

X _____

Date _____

GEORGE KANELLOPOULOS, Owner / Landlord

Appendix 1

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement (Required by Federal Government Regulation)

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 known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Please click or visit the link below to view and read the *Protect Your Family from Lead in Your Home* pamphlet:
https://www.epa.gov/sites/production/files/2017-06/documents/pyf_color_landscape_format_2017_508.pdf

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

(c) _____ Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home* (**Initial Below**)

Initials _____

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Initials _____

TENANT Sign _____ Print Name _____ Date _____

OSU PROPERTIES, LLC

X _____

Date _____

GEORGE KANELLOPOULOS, Owner / Landlord

GUARANTY TO LEASE AGREEMENT

This GUARANTY TO LEASE AGREEMENT is made and entered into as of this date, _____.

WHEREAS, OSU PROPERTIES, LLC, as LANDLORD entered into a Lease Agreement with the aforementioned TENANT(s) listed herein. WHEREAS, GUARANTOR desires to guarantee to LANDLORD the payment of **[1 divided by the number of TENANTS on lease]** of the monthly rental specified in this Lease Agreement and other obligations between LANDLORD and TENANT provided in this Guaranty. WHEREAS, this Lease Agreement was conditioned on GUARANTOR's giving security obligations under this Lease Agreement in the form of a personal guaranty.

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

- 1) GUARANTOR shall guarantee the payment to LANDLORD of **[1 divided by the number of TENANTS on lease]** of the rental and **[1 divided by the number of TENANTS on lease]** of all other obligations specified in the Lease Agreement.
- 2) The sum shall be paid to LANDLORD by GUARANTOR within seven (7) days after receipt by GUARANTOR of written notice from LANDLORD specifying any deficiency for an obligation of TENANT.
- 3) GUARANTOR agrees that GUARANTOR's contact information may be disclosed by LANDLORD to any TENANT and/or any other GUARANTOR, should such disclosure be necessary.
- 4) GUARANTOR promises to give LANDLORD written notice of GUARANTOR's change of address(es), phone number(s), and email address.
- 5) GUARANTOR's continuing responsibilities include **a)** any extensions or renewals of the lease term by the TENANT; **b)** any new Lease Agreement where said TENANT remains an occupant of the Premises; **c)** any changes in the rental amount; **d)** any substitutions or deletions of any other TENANT; **e)** transfer of TENANT to a different rental unit or placement in temporary housing; **f)** the fulfillment of all other terms and conditions of the Lease Agreement then in effect.

GUARANTOR Sign _____ Print Name _____ Date _____

GUARANTOR Sign _____ Print Name _____ Date _____