

KLEINPENNY RENTALS

MAY LEASE 2019-2020

25 Fern St. Apt #1

This Lease, made and executed on the ____ day of _____, 2018 by Michael Kleinman, hereinafter referred to as "Owner", and the following named individual(s),

herein after collectively referred to as "Tenant" (whether one or more than one). EACH PERSON WHO IS PARTY TO THIS LEASE IS SINGULARLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT.

1. LEASED PREMISES: Tenant agrees to Lease from Owner the said premises known as 25 Fern St. Apt #1 Athens, Ohio 45701.

2. TERM: The term of the Lease shall be from May 2019 to May 2020, estimated to commence on **Sunday the 12th day of May 2019** (we will have limited early check-in on the 9th, 10th and 11th based on first come first serve scheduling) and end at **9 AM on Sunday, the 3rd day of May, 2020**. These dates are tentative based on the Ohio University academic calendar available to us at this time. **Regardless of the estimated dates stated above the first day of this Lease starts Sunday one week after undergraduate commencement 2018, and ends Sun. at 9AM one day after undergraduate commencement 2019. This lease is for the school year not the calendar year and it is not pro rated if the school year is shorter than a full 365 day year. It is imperative for Tenant to vacate themselves and all of their belongings by 9am Sunday the day after graduation because many of the tenants clean and move in right away to avoid moving their belongings into storage. If tenant has not moved out on time there is a \$100 fine for the first hour and \$20 per hour after that.**

3. RENT: Tenant agrees to pay Owner as rent for the premises during the term of the Lease the sum of \$28,800 (\$7200 each person if dividing by 4) in 4 installments, due **April 1st, Aug 1st, Nov. 1st, and Feb. 1st. In addition to the 1st quarters rent due on April 1st, half of the last quarters rent is also due at this time** (this is comparable to first and last months rent which is standard in a monthly payment Lease). **Rent must in Kleinpenny Rental's possession on the date due and is considered late if it arrives after that time.** If you are mailing rent we suggest that you send it with ample time to allow for the postal system. If your rent check is postmarked 5 days prior to the due date we will not charge late fees if it arrives later. If you rent for one year then Feb. 1st is your last quarter and you pay half at this time because you have already paid half with your first quarters rent. If Tenant signs a

Lease for an additional year then they must pay a full quarters rent on Feb. 1st and half a quarters rent the following year on Feb. 1st which is now their last quarter. **Please write "25 Fern, Apt. 1" on the memo line of your check.**

4. SECURITY DEPOSIT: Tenant agrees to pay at the signing of this agreement a security deposit of \$ 2400 (\$600 each tenant if divided by 4). **Landlord may(or may not) extend a portion of security deposit due for up to 7 days after the signing of this Lease. Tenant agrees that if they fail to meet this extension Landlord may at will terminate this Lease and keep all of the deposit paid, although Tenant is still bound to this Lease if Landlord does not choose to terminate.** Tenant understands and agrees that the security deposit will be applied to any charges due including damages caused to Leased premises, or any part of Owner's property caused by Tenant, and/or guests, above and beyond normal wear and tear. Disfigurement of any kind including burn marks, stains, or breakage is not considered normal wear and tear, thus Tenant is severally liable for labor and material costs required to repair or replace any damaged property. **A cleaning fee of \$200 (\$50 per person if dividing by 4) will be charged at the termination of this lease with the addition of \$20 per labor hour for further cleaning if unit is excessively dirty.** A hauling fee of \$50 per item such as couch ,desk etc. will be deducted for any items left on premises. Owner shall not pay interest on deposit, but agrees to return deposit within 30 days of the conclusion of the term of this Lease. Tenant may not designate security deposit as part of any rent payment. Using your security deposit as rent is not acceptable and late fees will be charged. **PLEASE DO NOT CALL ASKING ABOUT YOUR SECURITY DEPOSIT RETURN BEFORE 30 DAYS AFTER THE CONCLUSION OF THIS LEASE!**

5. METHOD OF PAYMENT: Kleinpenny Rentals accepts payment by personal check or bank check only; we do not accept credit cards, debit cards, or cash. Rent must either be mailed to 32 Fern St or dropped off in the mail slot in the door of 32 Fern St where the mail gets delivered. Since there is no cash accepted there is no reason not to trust the mail or placing your check in the mail slot where the mail gets delivered. Late fees will apply to anyone who claims that they did not pay because they did not want to leave their payment in the mail slot.

6. UTILITIES: Tenant agrees to pay for all utilities. We suggest you schedule utilities to be turned on two weeks prior to move-in date. Tenant must maintain heat at a minimum of 55° so that pipes do not freeze and agrees to pay for any damages resulting from not doing so. If a toilet is running it is the Tenants responsibility to inform Landlord so it can be fixed. Landlord will fix any leaking toilets but is not responsible to pay any portion of Tenants water bill. Tenant is responsible to pay the water bill for the duration of the Lease if they are occupying the premises or not. Due to the fact that the water billing cycle does not correspond with the start of this lease and the Tenant will not be there to receive the final billing several things will happen:

1. Tenant will not have to pay the first water bill because the majority of it will reflect the prior tenants usage.
2. Landlord will pay the final water bill and deduct it from the security deposits equally between all tenants because the Tenant will have moved out before the bill arrives.
3. The final water bill will reflect some days of the next tenant's usage but will be off set by the fact that tenant did not have to pay the first water bill that had some of their charges on it.

7. PARKING: We have a limited amount of parking spaces available on a first come first serve basis. **Payment must be made in full to reserve a space. Tenant must receive an email conformation from owner designating their parking spot number in order to secure a parking spot. Just sending in the payment will not secure a space without spot assignment.** If you park in any other spot you will be towed at your own expense. If anyone is parked in your spot you may tow them. Owner does not provide snow removal. Tenant agrees that it is their responsibility to remove snow and ice and apply salt if they so desire. You must secure a parking spot each year with payment in full, your spot does not renew without a new payment. **If you do not purchase a space at the signing of this lease the chances of any being left are slim.**

8. LATE CHARGE: The parties acknowledge that performance of Owner's financial obligations requires timely payment of rentals by the Tenant and that each day of delay increases Owner's cost of doing business. Such costs are difficult to precisely measure, but the parties agree that Ten Dollars (\$10.00) per day is a reasonable approximation of Owner's loss. No rent may be withheld for any reasons, including repairs. Rent must be held in escrow until repairs are completed or late fees still apply. Tenant, therefore, agrees to pay Owner Ten Dollars (\$10.00) per day for each day that the payment remains unpaid after the due date. Tenant must have owner's permission to pay rent late for any reason and not incur a late fee, i.e. Ohio University overage checks. There will be no billing sent out by Owner, Tenant is responsible to pay rent on time according to the due dates specified in this lease. We suggest that you mail your payment enough time in advance so that it arrives on time.

9. OCCUPANCY: Tenant must have total security deposit, first quarters rent and half of last quarters rent paid in full before they will be allowed to occupy premises. Tenant agrees that it is imperative to remove themselves and all their belongings from the premises Sunday at noon one day after undergraduate commencement 2014 so that future Tenants may move in on time. Failure to do so will result in a forfeit of security deposit. If Tenant is remaining on the premises due to subletting from new Tenants, then their deposit will not be returned until 30 days after their belongings have been removed. **The premises must be**

totally clear of all belongings at the termination of this lease or any prior lease for Landlord to clean. If Tenant sublets to prior Tenant or makes special arrangements with Landlord to move in before the lease starts then they forfeit having the premises cleaned by Landlord and they must clean themselves. Absolutely no item may be left on premises after the conclusion of this lease. This is to facilitate cleaning and repair of premises. If any belongings are to be transferred to next Tenant, arrangements must be made to store them in an alternate location so that premises are vacant during the time between the conclusion of one lease and the start of the next. **The maximum number of people allowed to occupy this apartment is five** according to Athens Code Enforcement. If you have more than five people occupying the premises Code has the right to force the additional people to leave.

10. EARLY MOVE IN: If Landlord allows Tenant to move in early for any reason Tenant agrees they will forfeit the cleaning of the apartment by the Landlord and Tenant must clean the unit themselves without compensation. Landlord will still clean the unit for the three scheduled early check-in days.

11. MOVE IN CONDITION: Owner will have the apartment clean at the time of the Tenant's Check in appointment. It is the Tenants responsibility to inspect the premises at this time and Owner will redo any cleaning that the Tenant does not find satisfactory and record any damages. After the move in appointment Owner will not be responsible for any further cleaning. Tenant agrees that with the extremely short turn over period between tenants at Ohio University (as little as three days in some cases) that it is not reasonable to have all of the repairs or painting completed upon check in. Most of the time Owner is able to complete the painting of the wall surfaces that have been damaged but not the trim. Owner will complete the repairs and or painting in as timely a manner as he can.

12. INSPECTIONS, SHOWINGS: Owner reserves the right to inspect the said premises and to show the premises to prospective Tenants or buyers. Owner will give Tenant advance notice of such inspections or showings. Tenant agrees that they will have the unit in reasonably clean condition or Owner will charge a general cleaning fee and/or a carpet cleaning if it is not.

13. SUBLEASING: Tenant may sublet apartment but still is bound to lease agreement and pays Owner rent. Owner shall have the right to hold Tenant responsible for any and all damages caused by sublessor.

14. EVICTION PROCEEDINGS: Tenant agrees to pay all court costs and the Owner's attorney fees in any eviction proceedings.

15. CARPET: There will be a \$150 carpet cleaning fee at the termination of this lease (\$43.75 per person if dividing by 4). Carpet will be replaced at Tenants' expense if there are

any burns, wax spills, permanent stains or damage of any kind(except light stains that are not that noticeable). The current carpet cost is \$19 per yard for labor and materials.

16. WALLS & TRIM: Absolutely nothing is to be put on any wall surface unless it is mounted with picture hangers or poster mounts that you obtain from us free of charge! We allow the small holes made by our picture hangers nails (one per picture, several for tapestries). We do not allow other nail holes and we charge for damages. We charge for any damage to walls left from any poster mounts or tape etc., regardless of which types were used, ours included. We also charge to repaint if walls cannot be cleaned due to cigarette smoke or staining of any kind. Tenant will be charged for any damage to painted surfaces such as doors, door casing, and window casing. Potential causes of such damage include the use of duct tape, plastic window insulation or other adhesives that pull the paint off when removed.

17. PAINTING: Tenant is not permitted to paint any part of the premises and will incur the cost to professionally repaint to owner's standards if they do. There is no requirement that the premises be painted between tenants. Owner uses "Sherwin Williams Duration Home" washable paint and does not paint the walls unless he determines that washing the walls is not effective. Tenants will be charged \$100 per room per coat to repaint if they damage or get walls excessively dirty. Tenant agrees that with the very short turnover time between tenants, Landlord will try to get all of the wall painting done before new tenants move in but may have to finish throughout the summer. There is not enough time to even start any trim painting and that will be worked on throughout the summer.

18. LIGHT BULBS: This unit has LED light bulbs which should last for 25 years. If a light bulb goes out owner will replace it. Tenant will be charged \$6 per standard bulb and \$15 per recessed can bulbs for any bulb that is missing even if it is claimed the bulb burned out because Owner will not be able to redeem the warranty.

19. WASHER AND DRYER: Tenant agrees never to force the washing machine lid open. The safety latch cannot break unless the lid is forced open and tenant will be charged for repairs. It is the tenant's responsibility to clean the lint trap in the dryer before each use. Cleaning the lint trap facilitates shorter drying times and protects against lint buildup catching fire. If lint screen is missing, tenant will be charged to replace it.

20. SMOKE ALARMS: Landlord will provide Tenant with working smoke alarms to meet Athens City Code requirements upon initial occupancy. After this point it is agreed that the Tenant is responsible to keep working smoke alarms installed on the premises. If Landlord inspects premises and finds a smoke alarm missing, Tenant will be charged to replace it and will not be reimbursed if Tenant produces the alarm at a later time.

21. PETS: Tenant and Guests will not keep, maintain, or harbor any dogs, cats or other pets on the premises. Fish, turtles, hamsters, and gerbils are acceptable. If any pets are

seen on the premises even just visiting Tenants will forfeit all of the security deposit and may be evicted without reimbursement of rent.

22. PEST CONTROL: Tenant agrees that Owner will administer their own pest control and will not contract the services of an outside exterminator. Owner is responsible to control roaches, termites, bed bugs, bee and wasp nests, and all mammals such as mice inside the apartment and accessible bee and wasp nests outside the premises as well. Tenant agrees to control gnats, house flies, fruit flies, spiders, and all other flying and crawling insects inside the unit.

23. USE: Tenant agrees to use the Leased premises only as a personal residence. Tenant agrees not to have waterbeds, pool tables, loud parties, or conduct any activity that would disturb other Tenants. Due to the high risk of fire, and permanent damage to carpet from dripping wax, there is to be no candle burning on the premises. A high number of fires in student housing across the country have been due to faulty extension cords and overloaded receptacles. For this reason it is against Athens City Code to use an extension cord or any device that increases the number of outlets on a receptacle that does not have a built in surge protector. It is agreed that any regular extension cords or outlet extending devices will be confiscated by landlord. Do not use Draino or any other drain cleaner because they damage drains, call us and we will snake out your drain. No furniture other than that type specifically designed for outdoor use is to be used on a porch or outside the premises. Use of any other furniture must be approved by Owner.

24. LOCK OUTS: In the event that you lock yourself out of your dwelling during business hours (Monday - Friday, 9 - 5) contact the office and we will assist you. If it is after business hours we will assist you at our convenience - we will make a reasonable effort but quite possibly will not be there until morning. We suggest that you make a copy of your key and give it to a friend or neighbor.

25. KEY RETURN: Upon termination of this Lease, leave all entrance keys on kitchen counter and all bedroom keys in the lock. Keys not returned at end of Lease will result in a charge to Tenant of \$15.00 per key. If keys are not left on premises at the end of the lease and sent to Owner after this time, the \$15 charge still applies because Owner had to take the time to make new keys.

26. OWNER LIABILITY: Tenant agrees that Owner shall not be responsible for property damage or personal injury occurring in the apartment or elsewhere on Owner's property, regardless of cause. Owners insurance does not cover Tenants property damage and it is the Tenants responsibility to purchase renters insurance if they want their belongings to be insured. If premises ever become uninhabitable for any reason including fire, flood etc. owner will reimburse Tenant pro rated rent per day until such time as the repairs have been made and Tenant occupies dwelling again. It is not owner's obligation to provide alternate lodging or any other costs that Tenant incurs due to the situation. No adjustments in rent will be made for any down time due to repairs. This includes all appliances, water heaters, plumbing,

heating & cooling etc. If a refrigerator breaks, Owner will fix it in as timely manner as possible but is not responsible for spoiled food. Tenant agrees that Owners obligation to repair is limited time wise to the scheduling capacity of his service technician and in most cases same day or next day service is anticipated, but if this is not possible, i.e. Refrigerator breaks on Sat., Owner's service contractor is booked till Tues. Refrigerator will not be looked at till Tues. If parts have to be ordered Refrigerator will not be fixed till parts arrive & Owner is not liable for downtime or food loss.

27. MAINTENANCE & REPAIR: Any maintenance or repairs required will be handled in as timely a manner as possible. Please contact Owner as soon as a problem occurs. If additional damage occurs because we were not informed in a timely manner Tenant will be held accountable. All maintenance requests should be done by email so that they are documented in writing. In addition to email if it is an emergency Tenant may call the office or the Owners home. Tenants shall not have repairs done without consent of Owner. Owner is not liable to pay for repairs done without his consent.

28. RECYCLING: If you choose to recycle it is your responsibility to get the red recycling bins from the city of Athens which are free of charge. All recycling must be kept inside your apartment and only put out on the curb the night before recycling day and then brought back inside your apartment the very next day. There will be a \$25 fine per occurrence if you leave your recycling bin anywhere outside other than on the curb during the designated times.

29. CHECK-IN: Tenants must schedule a specific time to check in, starting on the first day of this lease or any day thereafter. Please make an appointment at least a week in advance of the starting date of this lease. At this time, a Representative of Kleinpenny Rentals and Tenant will walk through the apartment and sign a check list itemizing the condition. If Tenant fails to make an appointment they will not be checked in until all other scheduled appointments are concluded. Please do not move anything into the apartment until the checklist is completed. Only one person is required to show up to check-in at which time keys will be issued for all tenants and a check lists will be signed representing all tenants. It is the check in person's responsibility to disperse keys to all tenants. There is only one check-in, after that time any tenant who was not present must arrange to get keys from the tenant who did check-in.

30. LEASING FOR MULTIPLE YEARS: If any person party to this lease has had continual occupancy prior to this lease (has lived there the year before and has never moved their belongings out) then the following applies: We consider this a continuation of the original lease and no cleaning will be done. Any new party to this lease accepts responsibility for the condition of the Apt. when the original tenant moved in and is responsible to return the premises to Owner in the condition reflected in the initial check in list. There will be no additional check in list done for any new Tenant(s). New Tenant(s) need to negotiate any

Signature	Date
Printed Name	Parent's Name
Social Security #	Parent's Street Address
Cell phone #	Parent's City/State/Zip
E-Mail Address	Parent's Phone # & email

TENANT #2

Signature	Date
Printed Name	Parent's Name
Social Security #	Parent's Street Address
Cell phone #	Parent's City/State/Zip
E-Mail Address	Parent's Phone # & email

TENANT #3

Signature	Date
Printed Name	Parent's Name
Social Security #	Parent's Street Address
Cell phone #	Parent's City/State/Zip
E-Mail Address	Parent's Phone # & email

TENANT #4

Signature	Date
Printed Name	Parent's Name
Social Security #	Parent's Street Address
Cell phone #	Parent's City/State/Zip
E-Mail Address	Parent's Phone # & email

TENANT #5

Signature	Date
Printed Name	Parent's Name
Social Security #	Parent's Street Address
Cellphone #	Parent's City/State/Zip
E-Mail Address	Parent's Phone # & email

SIGN HERE if you are **not** interested in being presented with the option of renewing this lease for an additional year and we may start offering it to other parties immediately.

Name_____

Signature_____

ALL PAYMENTS AND CORRESPONDENCE SHOULD BE SENT TO:

Kleinpenny Rentals	740/594-6900 office
32 Fern Street	740/592-5979 home
Athens, Ohio 45701	michael@kleinpennyrentals.com
	www.kleinpennyrentals.com

PAYMENT SCHEDULE:

This payment schedule is based on rent for 5 people. The actual amount due per person could vary because "EACH PERSON WHO IS PARTY TO THIS LEASE IS SINGULARLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT."

		1 st year	2 nd year
April 1, 2019	1st Quarter Rent	\$1800	\$1800
	1/2 of Last Quarter Rent	\$900	\$0.00
	Total Payment	\$2700	\$1800
Aug 1, 2010	2nd Quarter Rent	\$1800	\$1800
Nov 1, 2010	3rd Quarter Rent	\$1800	\$1800
Feb 1, 2020	Full 4 th Quarter rent (If you are renewing your Lease)	\$1800	\$1800
	½ of 4th quarter rent (If this is your final quarter)	\$900	\$900

UTILITY PHONE NUMBERS:

Electricity-American Electric Power 1-800-277-2177

Spectrum 1-866-874-2389

The Water stays in the Owners name but the bill will be mailed to the Tenant to pay.

There is no Gas in the building.