

# KLEINPENNY RENTALS

## MAY LEASE 2023-2024

### 12 N. CONGRESS STREET, APT. #5

This Lease, made and executed on the \_\_\_\_ day of \_\_\_\_\_, 2022 by Michael Kleinman, hereinafter referred to as "Owner", and the following named individual(s),

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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 12 N. Congress St. Apt #5 Athens, Ohio 45701.

**2. TERM:** The term of the Lease shall be from May 2023 to May 2024, estimated to commence on **Sunday the 14th day of May 2023** and end at 5 pm **on Saturday, the 4th day of May, 2024**. 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 2023, and ends Sat. at 5 pm the day of undergraduate commencement 2024. 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**

**3. RENT:** Tenant agrees to pay Owner as rent for the premises during the term of the Lease the sum of \$20,400 (\$6800 each person if dividing by 3) 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 "12 N. Congress Apt. #5" on the memo line of your check.

**4. SECURITY/HOLDING DEPOSIT:** Tenant agrees to pay at the signing of this agreement a security deposit of \$ 1700 (\$566 each tenant). This deposit is non refundable until the term of the lease has been completed and all rent has been paid, If you back out of the lease you lose the deposit. 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 \$210 (\$70 per person ) will be charged at the termination of this lease with the addition of \$25 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, **venmo (except for deposit and parking)** 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 start their electric service one week prior to the start of the lease so that the refrigerator does not mold from being turned off and there is power for cleaning. It does not make sense for Landlord to establish a new account for one week. Tenant agrees to provide electric service for the duration of the lease . Tenant agrees to pay Gas, Electric, Phone, and Cable. Owner agrees to pay for Water, Sewage, and Garbage. 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. If Tenant fails to inform Landlord of a leaking toilet, the Tenant will be responsible to pay the portion of the water bill that was the result of the leak.

**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** but you can rent it again if you are the first one to secure it with a 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 9 am one day after undergraduate commencement 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 three** according to Athens Code Enforcement. If you have more than three 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.

**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. Tenant needs to email Landlord documentation of any damage on the day of the check in to verify that this was existing damage and not new damaged caused by the tenants.

**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. HARDWOOD FLOORS:** Tenant is responsible to leave hardwood floors in good condition. Stains and gauges from furniture are not considered normal wear and tear. Stiletto heels on shoes will damage hardwood floors and Tenant is responsible for this damage even if it is caused by Tenants guests. Tenant will be charged to refinish or replace the floor if it is damaged. If a section needs to be refinished the entire floor must be done to retain

uniformity. We suggest that you use felt pads under furniture legs to protect the floor. Currently the cost to refinish a room is \$550.

**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. WINDOW TREATMENT:** Owner does not provide any window treatment for this unit and any shades or blinds left from previous tenants may be used by Tenant or discarded. Tenant may install inside mount blinds or shades but will be charged for any damages to woodwork caused by outside mounting.

**19. 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 \$2 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.

**20. SMOKE ALARMS & CARBON MONOXIDE DETECTORS:** Landlord will provide Tenant with working smoke alarms and carbon monoxide detectors (where required) 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 and or carbon monoxide detectors installed on the premises. If Landlord inspects premises and finds a smoke alarm or carbon monoxide

detector 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, 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. If bed bugs are present upon move in Owner will be responsible, if bed bugs appear after one month of the start of the lease Tenant will be charged for their removal. That is if there are no other bed bugs found in adjacent units indicating that the Tenants introduced the bed bugs to the unit. Tenant is responsible for bats if they leave the doors or windows open which will result in bats entering the house.

**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 day 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. Only one person is required to show up to check-in at which time keys will be issued for all tenants and a checklist on the condition of the unit 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 damages caused by original Tenant(s) with the original Tenant(s) because they will share responsibility with original Tenant(s) at time of lease termination. The reasoning behind this is that Owner is not able to clean or repair premises unless they are totally vacated, and is not able to accurately assess damages caused by different individuals when premises are occupied for multiple years. Tenants do have the option of having the original Tenant move out and damages will be assessed, and then a new check list will be done upon new occupancy.

**31. RENEWING LEASE:** The high demand for student housing in this market means that this property often rents a year or more in advance. The property is available on a first come first serve basis. Owner will email Tenant of any showings so that Tenant has advanced notice and thus the opportunity to resign before the showing. Owner has the right to rent without giving the current Tenant an opportunity to renew if they so desire.

**32. TERMINATION OF LEASE:** Because most of the potential renters have already found housing after the third week in Sept. for the following school year, Landlord has lost the majority of opportunity to rent his property after this point. It is agreed that once this Lease is signed there is no termination possible and Tenant is responsible for the full rent, not just a loss of security deposit.

**33. QUIET ENJOYMENT:** Owner agrees that if Tenant pays the rent and adheres to the terms of this Lease, Tenant will peaceably and quietly occupy the premises during the term thereof without any hindrance by the Owner or his representatives.

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Owner Signature

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Date

**TENANT #1**

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

**ALL PAYMENTS AND CORRESPONDENCE SHOULD BE SENT TO:**

Kleinpenny Rentals  
32 Fern Street  
Athens, Ohio 45701

740/594-6900 - office  
740/592-5979 - home  
[www.kleinpennyrentals.com](http://www.kleinpennyrentals.com)  
[michael@kleinpennyrentals.com](mailto:michael@kleinpennyrentals.com)

**PAYMENT SCHEDULE:**

This payment schedule is based on rent for 3 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 <sup>st</sup> year	2 <sup>nd</sup> year
<b>April 1, 2023</b>	1st Quarter Rent	<b>\$1700</b>	<b>\$1700</b>
	1/2 of Last Quarter Rent	<b>\$850</b>	<b>\$0.00</b>
	Total Payment	<b>\$2550</b>	<b>\$1700</b>
<b>Aug 1, 2023</b>	2nd Quarter Rent	<b>\$1700</b>	<b>\$1700</b>
<b>Nov 1, 2023</b>	3rd Quarter Rent	<b>\$1700</b>	<b>\$1700</b>
<b>Feb 1, 2024</b>	Full 4 <sup>th</sup> Quarter rent (If you are renewing your Lease)	<b>\$1700</b>	<b>\$1700</b>
	½ of 4th quarter rent (If this is your final quarter)	<b>\$850</b>	<b>\$850</b>

**UTILITY PHONE NUMBERS:**

American Electric Power	1-800-277-2177
Columbia Gas	1-800-344-4077
Cable & Internet: Time Warner	1-740-592-4831

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 \_\_\_\_\_

Are you possibly interested in cleaning your unit and moving in a week early? Circle one:  
 Yes possibly                      No