

INSTRUCTIONS FOR SIGNING THIS LEASE & DEPOSIT AGREEMENT

1. All primary tenants (Student) and co-signers (Parent) must sign this lease. **The signatures of all co-signers must be notarized.** (The signatures of the primary tenants do not need to be notarized)

2. **For maximum efficiency in completing the signing process, we suggest the following instructions:**

- (a) First, have all students (primary tenants) sign the lease.
- (b) Next, put together a list of the names, addresses and phone numbers of each co-signer and then deliver the lease along with this list to the first co-signer. Each co-signer needs to get a notarized signature on the lease and then forwarding it to the next co-signer on the list.
- (c) Finally, the last co-signer should return the lease to;

Cooper Properties LLC
2935 Kenny Road, Suite 100
Columbus, Ohio 43221

3. If you have questions about this procedure please contact;

Garth Denlinger
Cooper Properties/DENCO
Office Phone: (614) 261-3600
Email: garth@cooper-properties.com

Initials _____

LEASE AGREEMENT

Address of leased premises: _____, Columbus, Ohio 43201-02

This agreement is between COOPER PROPERTIES, LLC. 2395 Kenny Rd., Suite 100, Columbus, Ohio 43221(Landlord), and the Primary Tenants named below and the Co-signers named on the Signature Page(s) (Inclusively called Tenants).

(Print Name of each Tenant)

(P-1) _____ (P-5) _____

(P-2) _____ (P-6) _____

(P-3) _____ (P-7) _____

(P-4) _____ (P-8) _____

(Sublease's)

(S-1) _____ (S-3) _____

(S-2) _____ (S-4) _____

1. **TERM.** (A) The term of this lease is from August 20th, 2012 until and including August 1st, 2013.
2. **RENT.** The rent for the term shall be \$_____. Said rent shall be payable on the 1st day of each month, in advance, without demand or deduction, in 12 equal monthly installments of \$_____. (A) This is a 11½ month lease. Rent for the term has been averaged over 12 months. There shall be a fixed charge of \$20.00 for each and all non-received rent payments after the 5th day of every month, plus a charge of \$5.00 a day thereafter until paid in full. Tenants will be charged \$40.00 for each check returned to Landlord unpaid for any reason.

3. **UTILITIES.** Tenants will pay for: (1) GAS, (2) ELECTRICITY, (3) WATER & SEWER. Three weeks prior to move-in, all tenants must set-up account(s) to begin or transfer Gas & Electric utility service in tenant(s) own name. All utility bills will be mailed to tenant(s) directly by the individual utility companies. The Landlord will set up Water & Sewer accounts with a 3rd party meter reading service and tenant(s) will be billed on a monthly basis.

4. **PROHIBITED ACTIVITIES. (SEE SECTION 12)**
 - (a) **PETS.** Tenants shall not have pets of any kind on the premises, including visiting pets. Any pets on the premises shall be grounds for forfeit of security deposit, termination of the lease and/or eviction. The Tenants and Co-Signors shall remain liable for the rent due for the term of the lease. In the event that a pet is on the premises and the Landlord chooses not to evict the Tenants, the Tenants and the Parent co-signers will be notified in writing and the Tenants shall be fined \$300 for each occurrence.

Initials: _____

- (b) **WATERBEDS.** Tenants shall not install any waterbeds in the premises.
- (c) **ROOF.** No persons are permitted on the roofs of the premises at any time for any reason.
- (d) **EXTERIOR.** Tenants shall not place or store any interior furniture, equipment or property outside of the building. Tenants will receive 1 verbal warning to remove outside debris whether it belongs to them or not. If warning is ignored, Tenants will be charged \$100.00 per removed item.
- (e) **PAINTING** Tenants cannot paint inside or outside of premises.
- (f) **GRILLS** No grills on porches or within 10' of building or any structure on the property.
- (g) **FIRE PIT/CHIMINEA/FIREPLACE/CANDLES** No fire pit, chiminea or open flames of any kind allowed anywhere inside or outside of the premises, including inside fireplaces.

5. **PARKING.** All off-street parking, where provided, is on a "first come first served" basis and for tenant(s) use only. Parking Pass required, if applicable. Any car parked with out the required parking pass, any abandoned autos, autos parked in yards, autos without current license plates or autos improperly parked in any way will be towed from premises at tenant(s) risk and expense. (Any lost parking pass will cost \$50 to replace). This lease does not include use of garages or any other outside buildings.

6. **NON-LIABILITY OF LANDLORD.** Tenants are required to purchase renter's insurance to insure against damage, loss or theft of their personal property inside or outside the premises, as the Landlord's insurance does not cover any Tenant personal property. Tenants also assume all risk of loss or damage of Tenants' property at the premises, which may be caused by water, fire, wind, explosion, or any other cause, or by the act or omission of any other tenant or person in the property. Landlord, its officers, agents and employees, shall not be liable for any loss, injury or damage to Tenants, their guests, licensees or personal property, including but not limited to, acts of theft, burglary, vandalism and assault. Tenants agree to and hereby does indemnify and hold harmless Landlord, its officers, agents, and employees from and against any and all claims for injury,

loss, or damages to person or property regardless of cause, arising out of or resulting from damage, injury or loss sustained by Tenants.

GENERAL TERMS & CONDITIONS. Tenants accept the premises as is. Any defects or damages must be noted in four business days from move-in date by tenants and submitted to Landlord, otherwise the premises shall be presumed to be clean, safe and in good working condition. Tenants shall not make any alterations of any sort, and will not paint, decorate, wallpaper or in any other manner change or alter any structure, wall, ceiling or floor surfaces. Except with prior permission of Landlord, no additional phone or cable TV outlets, alarm systems, lock changes, or re-keying is permitted. No additional locks or deadbolts of any kind can be added to interior or exterior doors. Tenants shall not disable, disconnect, alter, or remove the Landlord's property and fixtures in the premises. Tenants must replace batteries on smoke alarms or notify Landlord immediately if and when a smoke alarm malfunction occurs. Tenants must immediately notify Landlord of any plumbing, roofing or other water leaks, failure to do so will result in tenants being liable for any damages. Tenants shall be responsible and will reimburse the Landlord for clogged toilets, drains and sewers. Tenants shall maintain a clean living environment for their own health and safety, the health and safety of their neighbors and so as not to cause the Landlord any problems when releasing the premises for the next rental season. If there is damage to or abuse of the premises beyond normal wear and tear at any point during the term of the lease the tenants will be considered in default (see section 12). In this event the Landlord may charge tenant for any damages at that time and the tenant will reimburse the Landlord for the charges. Broken glass shall be replaced at the Tenants expense regardless of the cause of breakage. (For vandalism, proof of a valid Police Report will waive all glass replacement costs to tenants) Tenants are responsible for snow & ice removal. When moving out, Tenants shall leave the premises in the same condition as when received. Tenants will be billed for a cleaning charge regardless of the unit condition at the rate of \$30/hr. Tenants will be charged a minimum trip fee of \$200 for any debris left inside or outside the unit, plus \$200 for each bulk item left behind (couches, beds, etc.) Tenants will be charged \$50.00 for any un-returned keys plus the cost of new locks & hardware. Tenants are responsible for supplying all blinds and screens

8. OCCUPANCY. The Premises shall be occupied for residential purposes only, and only by the named Tenants. Tenants shall not use the Premises for any unlawful purpose, or in any manner, which would be offensive or annoying to any other occupant of the building or the adjacent buildings, nor violate any law or ordinance.

9. SUB-LEASE. Tenants shall not assign or sublet any part of the leased premises without prior written consent of Landlord, and no person shall occupy the premises except Tenants. Subletting does not release Tenants from lease terms.

10. RIGHT OF ENTRY. Landlord, its agents and employees, shall have the right to enter the Premises by passkey or otherwise at all reasonable and necessary times to inspect the Premises for any purpose connected with maintenance, housekeeping and management of the Premises or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act found necessary on such inspection. Leased premises must be in presentable condition while trying to re-rent the unit. If not presentable, tenants will receive one verbal warning, afterwards, tenants will be charged \$25.00 per visit in which the landlord and landlord's agents are unable to show unit due to poor conditions.

11. SECURITY DEPOSIT/LAST MONTH'S RENT. For this to be a valid contract, a Security Deposit of \$ _____ (Due at initial Signing) plus Last Month's Rent in Advance of \$ _____ (Due No Later than 30 Days of initial Signing) must be paid by check or money order made payable to Cooper Properties. Checks must clear the bank before contract is valid. Any Security Deposit or Last Month's Rent checks returned for insufficient funds makes this lease void and the Landlord has the right to reassign the unit without notice. DEPOSIT PD. ___/___/___ LMR DUE. ___/___/___ LMR PD. ___/___/___

NOTE: _____
Tenants shall deposit with the Landlord the sum equal to one month's rent as security for his or her full and faithful performance under the lease and the law. Tenants agree that the deposit is not an advance payment of rent and does not relieve the obligation to pay rent. The Landlord, at the expiration of the lease or hold-over tenancy, may apply the deposit for past due rent, fees, utilities, cleaning, and/or for the cost of repairing damages to the premises caused by the Tenants, their guests, family or invitees. The amount of the security deposit is not deemed to be the measure of damages incurred (including but not limited to any breach hereunder) nor shall application of the same be a bar to further recovery or to any other remedy, at law or in equity, for such breach. Upon vacating the premises, Tenants agree to provide Landlord at its office with written notice of Tenants' forwarding address. Any deductions from the security deposit shall be identified by Landlord in a written notice sent to the Tenants together with the amount due, within thirty days after termination of the rental agreement. Only one deposit check will be returned when Tenants vacate the unit. All Tenants must sign a written request designating the name and address of one individual to receive the entire deposit

12. DEFAULT BY TENANTS. In the event Tenants are in default of any terms of this Lease or other rules and regulations adopted by the Landlord, said default shall be grounds for termination of the Lease and/or eviction. It is expressly agreed and understood that the Tenants and Co-Signers shall remain liable for all rent until the Lease expires or the Premises are re-leased to other tenants, and shall further remain liable for cleaning costs, trash removal, painting costs, utilities, cost to repair any property damage caused by tenants, any expenses incidental to re-letting (including rental losses), or any other damages and costs sustained by the Landlord by virtue of the Tenants' use and occupancy of the Premises or default under the Lease.

13. MEDIATION. In the event a dispute shall arise between the parties to this lease and the parties are not able to resolve said dispute after a reasonable period of time through negotiation, the parties agree to participate in the Dispute Resolution Program of the Franklin County Municipal Court Small Claims Division.

14. DAMAGE OR DESTRUCTION OF PREMISES. If, in the opinion of the Landlord, the Premises or property should become uninhabitable during the term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease, or move Tenants to similar accommodations and repair and restore the Premises. In the event of such damage or destruction to the Premises without the fault of the tenant, their agents or guests, Tenants obligation to pay rent hereunder shall be abated only if Landlord terminates this Lease or does not furnish Tenants with similar accommodations.

This lease is hereby accepted by _____ MGT/Landlord Date _____

(P-1) _____ (C-1) _____
Primary Tenant Date Co-signer (Parent or Guardian)

Signed in my presence by _____ this _____ day of _____, 20_____.
Print Co-signer's name

Notary Public

.....

(P-2) _____ (C-2) _____
Primary Tenant Date Co-signer (Parent or Guardian)

Signed in my presence by _____ this _____ day of _____, 20_____.
Print Co-signer's name

Notary Public

.....

(P-3) _____ (C-3) _____
Primary Tenant Date Co-signer (Parent or Guardian)

Signed in my presence by _____ this _____ day of _____, 20_____.
Print Co-signer's name

Notary Public

.....

(P-4) _____ (C-4) _____
Primary Tenant Date Co-signer (Parent or Guardian)

Signed in my presence by _____ this _____ day of _____, 20_____.
Print Co-signer's name

Notary Public

(P-5) _____ Date _____ (C-5) _____
Primary Tenant Co-signer (Parent or Guardian)

Signed in my presence by _____ this _____ day of _____, 20_____.
Print Co-signer's name

Notary Public

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(P-6) _____ Date _____ (C-6) _____
Primary Tenant Co-signer (Parent or Guardian)

Signed in my presence by _____ this _____ day of _____, 20_____.
Print Co-signer's name

Notary Public

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(P-7) _____ Date _____ (C-7) _____
Primary Tenant Co-signer (Parent or Guardian)

Signed in my presence by _____ this _____ day of _____, 20_____.
Print Co-signer's name

Notary Public

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(P-8) _____ Date _____ (C-8) _____
Primary Tenant Co-signer (Parent or Guardian)

Signed in my presence by _____ this _____ day of _____, 20_____.
Print Co-signer's name

Notary Public