



# Bobcat Rentals

86 North Court Street  
Athens, Ohio 45701-2611  
[www.BobcatRentals.net](http://www.BobcatRentals.net)  
740-594-4441

## LEASE AGREEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the Owner(s)/ Landlord(s) named Anthony and Julia Fahrion, collectively referred to in this lease as "Landlord", and the person(s) named \_\_\_\_\_, collectively referred to in this lease as "Tenant", enter into this lease in Ohio, in consideration of Landlord's and Tenant's mutual promises that are stated below.

**1. LANDLORD'S AGENT:** Bobcat Rentals, whose address is 86 North Court Street, Athens, Ohio 45701 serves as the agent for Landlord, and said agent is authorized to act on behalf of the Landlord on all issues in this lease.

**2. LOCATION:** Landlord demises, lets, and leases to Tenant the following described property, situated in the County of Athens, and State of Ohio, and more particularly described as follows: \_\_\_\_\_ Street, Apt. \_\_\_\_\_, Athens, Ohio 45701.

**3. LEASE TERM:** Commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The lease shall commence at 12:00 p.m. on the first day of the lease as described above, and shall end at 11:59 P.M. on the last day of the lease as described above. Tenants promise that at the expiration or termination of this lease, they will surrender the premises. In the event that tenants have not vacated the premises at said time, then they shall be responsible for rent prorated on a daily basis plus an additional fee of ten percent (10%) of the total amount of rent that accrues until such time that premises are vacated. Landlord will exercise its best efforts to deliver possession of the premises upon commencement of this lease, but will not be liable for any damages to Tenant other than a daily pro-ration of the rent to the date upon which occupancy is available to Tenant.

**4. RENT:** Tenant agrees that reduced rental rates for each installment must be paid in advance before the first (1<sup>st</sup>) calendar day of the month in which such payment is due and mailed to Landlord's address shown above. Rents will be considered received as of the post-marked date on the envelope and/or the date on the check/money order, whichever comes last. Landlord need not give notice or demand the rent. Rent must be paid in full without deductions. All rent for each unit must be submitted to Landlord in one (1) check for the total amount of rent/deposit due. Tenant agrees to pay an administrative fee of \$25.00 for each check submitted if the total rent/deposit due for the unit is not submitted in one (1) single check payable to the owner's agent listed above. Any checks returned for non-sufficient funds shall be charged an administrative fee of \$50.00 and *all remaining rental payments MUST be made by cashier's check or money order only!* Also, any check returned shall be treated as rent that was not paid for the purpose of determining rental rates and late fees as described herein.

**5. RENTAL PAYMENTS:**

**SEMESTERLY:** Tenant agrees to pay the Landlord, its successors and assigns, during the said term of this lease the sum of \$ \_\_\_\_\_ .00 for rent of said premises, payable in three installments of \$ \_\_\_\_\_ .00 by the third (3<sup>rd</sup>) day of the following months:

April, August, December

Tenants are entitled to pay a reduced rent of \$ \_\_\_\_\_ .00 for the total rent of said premises, payable in three installments of \$ \_\_\_\_\_ .00 if rent is paid in full **before** the first (1<sup>st</sup>) day of the months each rental payment is due.

**LATE CHARGE:** Tenant agrees that rent is due by the first (1<sup>st</sup>) day of each month that rent is due. If rent is not received in the Landlord's office by 4:00 P.M. on the third (3<sup>rd</sup>) calendar day of each month that rent is due, there shall be a twenty-dollar (\$20.00) per day penalty for each day that any rental payment is delinquent. Additionally, delinquent balances will bear interest at the current market rate, compounded monthly. The failure by the Landlord to enforce this provision in any given period shall not constitute a waiver of any remedy afforded to the Landlord, or to collect said delinquent charge at a later date. Any failure to timely pay a rental installment as prescribed in this lease shall be ground for termination of this lease, and the Landlord shall be entitled to evict Tenant and collect damages according to Ohio law for such breach of this lease. Tenant also agrees that if Tenant is in default and the Landlord is required to bring an eviction action and/or an action to recover damages, Tenant shall be responsible for all court costs.

**FULL PAYMENTS:** Landlord reserves the right to reject any payment that is offered which does not include all applicable late charges, bad check charges, or other fees or charges due from Tenant. If rent and all pertinent charges are not received by Landlord in full by 4:00 P.M. on the third (3<sup>rd</sup>) calendar day of the month in which such rent and charges are due, then Landlord is entitled to terminate this lease. Post-dated checks are not accepted.

**6. SECURITY DEPOSIT:** Tenant shall deposit with Landlord upon the signing of this document the sum of \$ \_\_\_\_\_ .00 (per unit, not per person) in one (1) check as a security deposit for the faithful performance and completion of all the terms and conditions herein stated in this agreement. Tenant agrees that no portion of the sum deposited shall be substitute for, or be in lieu of a rental installment due under this lease. **Tenant further agrees that, without prejudice, Landlord shall apply a minimum cleaning fee of \$90.00 per bedroom at the termination of this lease with the addition of \$40.00 per labor hour for further cleaning if the unit is excessively dirty.** A removal/hauling fee of \$40.00 per item (couch, desk, etc.) will be deducted for any items left on the premises. Landlord may apply any portion of such deposit to the extent reasonable necessary to repair damages caused by Tenant other than reasonable wear and tear (damaged windows/screens, damaged walls/floors/appliances, indentations and/or scratches on wood, or any or all other damages defacing of the premises, or any other expenses incurred by the Landlord because of Tenant's tenancy). In addition, Landlord reserves the right to deduct security deposit for delinquent/unpaid rent, unpaid late fees, and service charges. Such deposit or balance, after deduction for the above mentioned items, shall be refunded within thirty (30) days of completion of the three (3) following events: (a) at the termination of this lease; (b) after the last Tenant delivers the above premises with all keys to Landlord; and (c) each Tenant provides Landlord with their new forwarding addresses and telephone numbers. Landlord shall provide Tenant with a written account of amounts of said security deposit deducted for rent or damages, if any. If the security deposit is insufficient to compensate Landlord for the damages caused during Tenant's occupancy of the premises, Landlord shall give written notice to Tenant of the nature and amount of the deficiency. Tenant shall pay the full amount of the deficiency to Landlord within thirty (30) days of receipt of such notice, or financing/interest charges may apply at the current market rate.

**7. UTILITIES:** Tenant shall be responsible for **Electric, and Water, service(s)** used at the aforesaid premises. Tenant agrees to pay for any and all utilities, related deposits, and other charges on the utility bill for which the tenant is responsible. Tenant shall also make arrangements for said utilities and Tenant shall have the utilities' accounts in their name if such arrangements can be made with the aforesaid utility companies. Tenant shall not allow utilities, other than cable, to be discontinued by any means (including non-payment of bill). If sub-metering or bill-back percentages are necessary for a utility, the Tenant will be responsible for said utility as if it was a direct billing and late fees will be assessed if not paid and could result in the termination of said utilities. Any property that has utilities included is only for reasonable use and any utility usage that is excessive or misused will be the responsibility of the Tenant.

**8. OCCUPANCY:** It is understood and agreed that the Tenant must have the total security deposit and first rental installment paid in full before being allowed to occupy the premises. The premises are to be used by Tenant listed above only as a private residence and for no other purpose. The Tenant of the aforesaid premises shall be the same Tenant as on page one of this document and no others without the written consent of Landlord. Moreover, the parties agree that weekend guests shall be permitted, but guests may not stay at the premises for any period in excess of three (3) consecutive nights. If any government agency requires a reduction in the number of occupants at said premises during the term of this lease, Landlord shall not be responsible to Tenant for any damages, other than a proration of rent for the reduced occupancy of the premises.

**9. DESIGNATION OF CONTACT TENANT:** Tenant designates \_\_\_\_\_ as the CONTACT TENANT for the terms of this Lease. Due to Tenants busy schedule and commitments, and the difficulties of contacting each Tenant individually on issues affecting the condition of the leased premises, payment of rent and other obligations, and general status of Landlord and Tenants interaction under this lease, Tenant agrees for the above individual to speak for and act as CONTACT TENANT on behalf of all Tenants when dealing with or communicating with Landlord. Landlord can also communicate or interact with \_\_\_\_\_ as the CONTACT TENANT, and is acknowledged by the parties that such communication or interaction shall be considered as notice of information being provided to all Tenants.

**10. JOINT AND SEVERAL LIABILITY:** Each Tenant under the terms of this lease is **jointly and severally liable** for the total rent due for the premises, together with any and all damages and any other miscellaneous charges as described herein. If one Tenant fails to pay rent, damages of any other charges, then any number of the other Tenant(s) may be held liable by Landlord for such unpaid rent, damages, or charges. Additionally, Tenant is responsible for any damages caused by their guests of the rented property.

**11. AVAILABILITY:** If the premises are not fully available for occupancy upon the date agreed or specified in this lease for any reason whatsoever, the Tenant shall not have cause for any damage, except for a rebate of rental for the period the premises are untenable. This rebate shall be computed based on the rental installment paid converted to per diem amount with the Tenant receiving said per diem amount in refund for the number of days the premises are untenable.

**12. FACILITIES:** Tenant hereby, in consideration of the rent specified, accepts and assumes full responsibility for the aforesaid premises, and hereby releases the Landlord from all liability or injury to the person or property of the Tenant, Tenant's guests and invitees, and/or of Tenant's family while within or about said premises. Landlord shall maintain insurance on structure, but Tenant must provide their own content insurance coverage, if any is desired. All personal property placed in the rented premises or in any other part of the building or elsewhere upon the leased premises, including motor vehicles, shall be placed there at the risk of the Tenant or at the risk of the person owning such property. In the event the Tenant fails to remove all of their personal property from the premises upon the Tenant's abandonment of the premises, the Landlord may, at Landlord's option, remove all or any part of said property in any manner the Landlord may choose and store the same without liability to the Tenant for loss or damage, and the Tenant shall be liable to the Landlord for all expenses incurred in such removal and storage of such property. For purposes of this rental agreement, abandonment shall mean the Tenant's apparent desertion of the leased premises.

**13. DAMAGES AND REPAIRS OF PREMISES DURING LEASE TERM:** Tenant agrees to keep the leased premises in a safe, clean, sightly and sanitary condition at all times. Tenant further agrees to (a) dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner on a weekly basis; (b) keep all plumbing fixtures as clean as their condition permits; (c) operate all electrical fixtures properly; (d) comply with all state and local housing, health, and safety laws; (e) refrain (and forbid other persons on the premises with your permission) from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance, or other part belonging to the leased premises; (f) maintain in good working order any appliance supplied by the Landlord; (g) conduct yourself (and require other persons in your household and other persons on the premises with your consent) in a manner so as not to violate appropriate state and local laws that relate to controlled substances ("illegal drugs"). Tenant shall pay for all repairs and service charges to the premises and appliances that are necessary because of Tenant's negligence or abuse. Landlord shall not be liable for personal injury or property damage resulting from the malfunctions of any appliances in the unit. Landlord will make all major repairs as required by law. Landlord shall pay for such repairs but Landlord shall report any damage caused by Tenant. Tenant agrees to scheduled quarterly damage and maintenance inspections/repairs of the premises at the Landlord's discretion. Tenant agrees to pay for any damage within ten (10) days of project completion. Tenant shall report any damage to Landlord within twenty-four (24) hours of discovering the damage. Landlord will have damages repaired within a reasonable time after Tenant gives written notice of the need for such repairs. Except to prevent further damage, Tenant shall not repair or have repaired any damages without the Landlord's permission.

**14. ACCESS:** Tenant agrees to allow the Landlord and/or the Landlord's representative to have free access to the leased premises at reasonable times and upon reasonable notice (except in emergencies or if it is impractical to give the same) for the purpose (a) inspecting the premises; (b) making ordinary, necessary, or agreed repairs, alterations or improvements; (c) supplying necessary or agreed services; (d) exhibiting the leased premises to prospective or actual buyers, mortgagees, tenants, workmen, or contractors; or (e) to collect rental payments. Tenant agrees not to unreasonably withhold Tenant's consent to such entry. In the event that Tenant requests repairs and the Tenant is not available to permit entry into the premises, then Landlord or other representative may enter for such purposes without liability therefore. Landlord need not notify each Tenant individually, and may give one (1) notice for the unit binding on all tenants.

**15. RULES AND REGULATIONS:** There shall be no pets of any kind in or on said premises. Bricks, concrete block, or construction materials are not to be in or on the aforesaid leased premises either. Tenant shall not access the rooftops at any time or have more than 12 (twelve) people on the balcony/porch/deck, other than for emergency purposes. Further, there shall be no charcoal grills, waterbeds or other structures that many cause the premises damages. Upholstered furniture is not permitted on balconies/porches/decks or any other exterior area of the premises. Tenant shall not paint any of the aforesaid premises without the prior written consent of Landlord, and all carpets, floors, walls, bathroom and kitchen fixtures, stoves refrigerators, and other features and fixtures of the premises shall be kept clean and sanitary by the Tenant. Further, Tenant shall not nail items to the walls, put tape on the walls, or place any hanging on the wall that may damage the plaster, wallpaper, or surface coating on the walls. Tenant shall replace walls to move in condition, free of holes and other damages caused by Tenant, prior to expiration of the lease. Tenant agrees that no signs, signals, illumination, advertisement, notice or any other lettering, non-standard draperies or equipment shall be exhibited, inscribed, painted, affixed, or exposed on or at any window or any part of the outside or inside of the premises without the written consent of the Landlord. Regardless of fault, Tenant shall remove all trash and rubbish from said premises on a weekly basis, taking it all to the curb before 7:30 a.m. collection day keeping the premises free of all debris. Tenant shall keep the lawn and balcony/porch/deck clean and free from trash or other debris at all times. The lawn must be kept clear for regular mowing. All lawn furniture and other items used on the grassy area must be stored off the grass areas for regular mowing and lawn maintenance. If Landlord must remove any trash, debris, or other items from the premises, Tenant agrees to pay \$100.00 for each occurrence. Lawns for multi-unit buildings will enforce this provision in accordance with the guidelines discussed in the section of this lease explaining common areas. Outdoor grills, cookers, or stoves of any style are not permitted on balconies/porches/decks or near any structures. Commodes, basins, showers, or any other plumbing fixture shall not be used for any other purpose than that for which it was intended. No awnings, air conditioners, antennae, satellite dishes, or wiring shall be attached to or extended from the outside walls of the premises. Tenant agrees that the premises shall be maintained at a minimum temperature of sixty degrees (60°) during the winter months, and any failure of Tenant to maintain the premises at said reasonable temperature shall automatically be deemed a breach of this lease and Tenant's failure to maintain a reasonable temperature at said premises. Tenant agrees to replace burned out light bulbs at their expense. Tenant is responsible for providing a continuing source of power (batteries or house current) and for inspecting/testing smoke detectors for proper operation. Tenant may not remove batteries, disconnect from the power, remove, move and/or cover in any way that will interfere with the proper operation of a smoke detector. If smoke detector alterations are discovered, Tenant shall incur a mandatory charge of \$100.00 for each occurrence. Tenant agrees not to overload electrical plugs or circuits, which may cause a fire. Tenant agrees to be liable for any fire damage resulting from the failure to comply with the above provisions or from negligence as a direct casual result. Tampering with the sprinkler system (if applicable) or fire alarms as any false alarms will be reported to the authorities. Landlord discourages cigarette, pipe, or cigar smoking in and around the premises. Damages caused by smoking or any other tobacco related product shall not constitute ordinary wear and tear. Landlord reserves the right to deduct from Tenant's security deposit for all damages and/or costs associated with the cleaning, repair, and/or repainting of any damage caused by or related to any tobacco products, including, but not limited to, deodorizing, sealing and repainting of walls/ceilings and repairing/replacing carpet and/or padding, including outside areas. Parking is restricted to only the vehicles owned by the Tenant and with parking permits. No recreational vehicles, boats, trailers, campers, or storage units are allowed, unless authorized in writing by landlord. No inoperable vehicles 'under repair' may be left on the premises for more than one (1) week. Parking on the grass is prohibited. Landlord shall be responsible for the removal of snow and ice from stairwells and sidewalks during the winter months. However, Tenant acknowledges that Landlord may not always be able to attend to snow and ice removal immediately in light of practical time constraints. Tenant shall not permit garbage or other conditions within their control to accumulate that cause pest infestation. Tenant is also responsible for pest control treatments when needed. A failure by the Landlord to enforce this provision in any given period shall not constitute a waiver of any remedy afforded to the Tenant, or to collect said delinquent charge at a later date. Tenant also agrees to abide by all statutory obligations required by Ohio Revised Code 5321.05. Failure to keep and observe the above rules will constitute a breach of the terms of this lease.

**16. PREMISES AS IS:** Tenant has inspected the unit and accepts it AS IS, as reflected in the check in sheet to be completed at the time of move in. If the check in sheet has not been received by Landlord's office within forty eight (48) hours of the first person moving in, Tenant agrees that all aspects of the unit are in very good and acceptable repair, and Tenant shall be liable for the condition of the premises upon vacating the unit, normal wear and tear accepted. Any repairs and/or renovations to be made to the unit will be completed in a diligent manner at the start of the lease.

**17. VACATING PREMISES:** Tenant agrees that during the thirty (30) day period prior to the termination of this agreement, Landlord shall have the right to enter the premises at reasonable times to exhibit it to prospective tenants. Tenant is required to give a minimum sixty (60) day notice in writing prior to vacating the premises or they are subject to paying an additional one (1) month's rent upon vacating. Tenant agrees that upon vacating the leased premises, Tenant will have the premises in a clean condition free from accumulated debris, with no unusual damages, ordinary wear and tear accepted. If Tenant does not leave the premises clean and free from debris, the Landlord will assess the cleanup charges, most are further described below. Tenant shall deliver all keys on or before lease end. Failure to return all keys issued will result in a \$25.00 fee per key charge. No rebate will be made for vacating early unless the premises are rented. The premises must be vacated by the appointed time on the day of the vacating, or Tenant shall be responsible for rent prorated on a daily basis plus an additional fee of ten percent (10%) of the total amount of rent that accrues until such time that premises are vacated. (Management may grant exceptions for unusual circumstances.) At the termination of the lease, Tenant will have utilities taken out of Tenant's name and arrange to pay the final utility bills. Tenant will leave the premises in the same condition (natural wear and tear expected) as they found them. All charges for cleaning or damage repair or removal of personal property will be deducted from the security deposit. Tenant agrees to put no nail, screws, etc. in the walls or any other attachments. Tenant agrees not to cause and shall be responsible for extraordinary damage to the premises and shall replace walls to move in condition prior to the expiration of their lease. The cost of repairs caused by such attachments and extraordinary cleaning charges will be deducted from the security deposit (see attached itemized minimum cost estimates).

**18. ASSIGNMENT AND SUBLETTING:** Tenant understands that there is no assignment or subletting of the premises during the term of the lease without written consent of Landlord. If one of the Tenants vacate the premised prior to the end of the lease, the vacating party is still fully responsible for his/her obligations created under this lease. Remaining Tenants shall also be fully responsible to maintain the terms and conditions of this lease.

**19. DEFAULT:** Tenant agrees that upon any breach of this agreement, the Landlord may terminate this agreement and/or require the Tenant to surrender possession of the leased premises to the Landlord upon the giving of three (3) days' notice.

**20. ABANDONMENT:** If Tenant abandons the unit any time during the lease term, Tenant's obligations will still continue until the end of the lease term. Without ending or reducing Tenant's obligations, Landlord may: (a) take possession of the unit; (b) perform any repairs or renovations necessary; (c) try to re-rent the unit; (d) declare all rent and other charges immediately due for the entire remainder of the term; (e) sue Tenant for any compensation. Landlord has no duty to re-rent the unit or collect rent for Tenant's benefit, but rather on any terms decided by Landlord. Any rent received from a new tenant will be applied to Landlord's expenses first.

**21. LIABILITY:** Landlord shall not be liable for any theft, destruction, loss, or damages to any property of Tenant, or their guests. Landlord shall not be liable to Tenant for any act of violence, nor shall Landlord be liable for any damaged caused by failure of heating equipment or from plumbing, or other pipes of fixtures, or sewage, nor for any damage arising from acts of neglect of other Tenants of said premises, or adjacent premises. The Tenant agrees that they will be held liable for sewage malfunctions resulting from the improper disposal of foreign objects; including feminine hygiene products, excess toilet paper, q-tips, paper towels, etc.

**22. PERSONAL PROPERTY:** The personal property of the Tenant and their guests are on the premises at the sole risk of the Tenant. It is to be the responsibility of the Tenant to obtain tenant liability and property protection insurance. To the extent not prohibited by law, the Tenant releases the Landlord from any loss, cost, or liability arising out of the Tenant's occupancy of the premises except insofar as the same may be directly attributable to the negligence of the Landlord. Tenant is encouraged to insure personal property.

**23. SEVERALTY OF LEASE PROVISIONS:** Landlord and Tenant agree that each provision of this lease shall be deemed **jointly and severally liable** and, if for any reason any provision is invalid, unenforceable or contrary to law, applicable or validity of any other provisions of this lease shall not be affected.

**24. AMENDMENTS TO THIS LEASE:** This lease is the entire agreement between Landlord and Tenant, there being no oral condition, representations, warranties, or agreements. The invalidity of any particular provision in this lease shall not invalidate the entire lease. Any subsequent modifications of this Lease shall not be valid unless in writing and signed by Landlord and Tenant.

**25. FIRE, OTHER DESTRUCTION, AND CONDEMNATION:** If the premises are partially destroyed by fire or other destruction during the lease term, Landlord shall repair any damage to the structure with all reasonable diligence, and without unnecessary interruption of Tenant's occupancy. If the premises are rendered uninhabitable during the Lease term by fire, other destruction or condemnation for more than 5 days, this lease shall terminate and the rent shall cease to accrue as of the date of destruction. Rents and deposits previously paid will be refunded, prorated to the time the premise became uninhabitable, less any deductions permitted under the Lease. Tenant shall have no claim or interest in any compensation or award of damages for such occurrences.

**26. LOCKOUTS:** If Tenant is locked out of their unit during office hours, the first re-entry is free. Any other lockouts thereof are subject to a mandatory \$50.00 re-entry fee paid prior to re-entry. If Tenant is locked out of their unit outside of normal office hours, Tenant must call and pay a local locksmith in order to re-enter the unit.

**27. COMMON AREAS:** Since it's difficult to determine whose trash is whose, Tenants agree to self-enforce and, as a group, agree to be responsible for cleanup whenever it is needed. Parking Areas, Lawns, Balconies, Porches, Decks, Corridors, and Stairwells are to be kept clean and clear of debris; this includes bottles, cans, and cigarette butts/filters. If Tenants fail to maintain a clean common area, all Tenants are liable for the cost of cleaning, which includes trash and debris left on balconies/porches/decks, and/or lawn. Cleanup must occur before 7:00 a.m. the following morning or Landlord will hire cleaning personnel and Tenants will be responsible for the costs to clean.

**28. GARBAGE REMOVAL:** Tenant agrees to our garbage removal service we provide to ensure all garbage is taken to the curb on trash day or straight to the dumpster provided on the property. The cost of this service is \$5.00 per bag/receptacle billed weekly. Tenant will not be assessed these charges if all garbage has been properly placed in the dumpster or brought to the curb by 7:00 a.m. on trash day.

**29. PARKING:** If available at the locations where parking is rented, each person on the lease has the opportunity to rent one (1) parking space for the residential rate. In order to receive parking permits at these locations, the entire parking balance for each space must be paid in full with the first rental installment. Parking passes must be hanging from the rearview mirror at all times with numbers facing out. Vehicles without passes or with improperly displayed passes are subject to tow at all times, no exceptions.

**30. PETS:** Absolutely no pets are allowed anywhere in or on the premises at any time. This applies to your pets, pets that you are watching for someone else, or visitors' pets. If Tenant denies that any animals found on the premises are under Tenant control, Landlord is authorized by this agreement to have any such animals humanely removed at the Tenant's expense by the proper authority and Tenant shall not have any recourse against Landlord as a result. Tenant agrees that violating this provision gives the Landlord the option to terminate this lease and collect all rent due under the lease and any charge necessary for the extermination, redecorating, refurbishing, and releasing of the premises in accordance with Ohio Landlord Tenant Law. In addition, Tenant also agrees that a violation of this provision is subject to the following fines: **1<sup>st</sup> Offense - \$150.00, 2<sup>nd</sup> Offense - \$300.00, 3<sup>rd</sup> Offense - \$500.00**

**31. TERMINATION OF LEASE:** Tenant agrees that violation of the pet provision allows for total loss of deposit as well as the option to the Landlord termination of lease upon three (3) days written notice. Landlord may terminate this lease upon written notice to the Tenant if any monthly rental payment is not paid within twenty-one (21) days after it becomes due. If the Tenant violates any other provision of this lease, the Landlord will give thirty (30) days notice in writing of the obligation to correct the violation of the lease. If the Tenant fails to so comply, the lease is automatically terminated and the Tenant agrees to vacate premises. If the Tenant wishes to withdraw from the lease at any point in time, the Landlord must receive written notification as soon as possible. Tenant agrees to obtain a suitable replacement that shall pay to the Landlord the pro-rated share of the rental installment for the balance of the term. Said replacement **MUST** be acceptable to the Landlord AND the remaining occupant(s) of said housing, if any. Thereupon Landlord shall return to the Tenant the pro-rated share of the rental installment paid covering the balance of the term providing the Tenant is not indebted to the Landlord for damages as discussed in section six (6). If said replacement is not suitable or acceptable to the remaining occupants of said housing, or a replacement cannot be found, then remaining occupants agree to find a replacement, or the remaining occupants shall pay the Landlord the pro-rated share of the rental agreement for the balance of the said term. A minimum administrative fee of \$100.00 will be automatically applied to all withdrawal requests. In addition to the administrative fees, the Tenant will remain responsible and liable for all of the lease specifications until the lease is filled.

**32. DISCLAIMER:** A failure by the Landlord to enforce any provisions stated in this lease, in any given period, shall not constitute a waiver of any remedy afforded to the Tenant, or to collect said delinquent charge(s) at a later date. Written notice by regular mail is sufficient for any form of notification from Landlord.

**33. REMEDY AGAINST LANDLORD LIMITED:** If Tenant is determined to have any legal right against Landlord, then Tenant's rights are limited to Landlord's interest in said premises for payment of any judgment of other court remedy. Tenant may not claim or have access to any property of Landlord other than said premises.

**34. TENANT'S WAIVERS:**

- a. **Notice of Contract:** This contract sets forth all of the terms of your lease. By signing this lease, you are giving up certain rights and taking on certain legal duties. If you violate any term of the lease, you may be evicted and sued for money. Be sure you understand this lease before you sign it, or have it reviewed by someone who can explain it to you.
- b. **Notice of Termination:** If Landlord terminates this lease for any violation, then Tenant will be entitled to only three (3) days notice.
- c. **Multiple Notices:** Landlord need not notify each Tenant individually, and may give one (1) notice for the unit binding on all Tenants. Also, any notice from any one (1) of the Tenants will be considered notice from all of the Tenants, and will be binding on all of the Tenants.

## RECEIVE YOUR ENTIRE DEPOSIT BACK WHEN YOUR LEASE EXPIRES

Tenants often inquire as to what charges will be assessed for cleaning and damages to their rented property during and after their residency. In efforts to make our tenants aware of the cost of property damage, we have included this general list of several minimum charges with the lease agreement. It helps to avoid these expenses at the end of the lease agreement and provides a guide to do what is necessary to get your deposit back.

### **CLEANING (not included in the cleaning charge)**

Fumigate for fleas and/or other pests	\$200 and up
Remove interior and exterior junk/debris	\$15 per bag
Remove larger interior and exterior items/furniture	\$40 each item
Remove cigarette butts/filters	\$3 per butt/filter
Carpet cleaning and/or deodorizing	\$100 and up/each area
Extensive cleaning interior and exterior	\$40 per hour/per laborer
Exterior power washing	\$65 and up

### **DAMAGES / MISSING ITEMS**

Replace/repair interior door	\$150 and up/each
Replace/repair exterior door	\$450 and up/each
Replace interior lockset	\$45 and up/each
Replace/repair/rekey master-keyed lockset	\$90 and up/each
Replace/repair/rekey master-keyed deadbolt	\$90 and up/each
Replace/repair/rekey mailbox lock	\$65 and up/each
Replace/repair sliding glass door	\$225 and up/each
Replace/repair screen door	\$120 and up/each
Replace doorstops	\$8 and up/each
Replace keys	\$25 and up/each
Remove wallpaper	\$150 and up
Remove crayon/pencil/marker marks	\$30 and up
Repair nail holes	\$75 and up
Replace smoke/carbon monoxide detectors	\$75 and up/each
Replace smoke/carbon monoxide detector batteries	\$4 and up/each
Replace/recharge fire extinguisher	\$100 and up/each
Replace/repair fencing	\$60 and up/each foot
Replace/repair thermostat	\$75 and up/each
Replace/repair broken window	\$90 and up/each
Replace/repair window screen	\$65 and up/each
Replace/repair window blind	\$25 and up/each
Replace oven drip pan	\$5 and up/each
Replace light bulb	\$5 and up/each
Replace light fixture cover/globe	\$25 and up/each cover/globe
Replace light fixture	\$50 and up/each
Replace/repair ceiling fan	\$150 and up/each
Replace electrical cover plate	\$3 and up/each
Replace electrical outlet/switch	\$15 and up/each outlet/switch
Replace bathroom mirror	\$75 and up/each
Replace/repair towel bar	\$30 and up/each
Replace/repair toilet paper holder	\$30 and up/each
Replace/repair cabinets and drawers	\$75 and up/each cabinet or drawer
Replace shower head	\$40 and up/each
Replace shower curtain rod	\$25 and up/each
Replace/repair commode	\$200 and up/each
Replace/repair faucet and/or stopper	\$70 and up/each
Replace toilet seat	\$50 and up/each
Clear drain/sewer stoppage	\$175 and up/each
Replace drain basket	\$15 and up/each
Replace/repair counter top	\$250 and up/each
Replace refrigerator shelf	\$100 and up/each
Replace refrigerator bar	\$65 and up/each
Replace refrigerator drawer	\$85 and up/each
Replace oven knob/rack/drip pan	\$10 and up/each
Replace parking permits	\$150 each
Replace mailbox	\$50 and up/each
Replace/repair HVAC vent cover	\$30 and up/each
Replace garbage/recycling containers	\$50 and up/each
Painting	Determined by contractor's price
Repair/replace drywall and paneling	Determined by contractor's price
Repair exterior siding/soffit/coil stock	Determined by contractor's price
Replace/repair tile/linoleum/carpet/flooring	Determined by contractor's price
Repair roofing and gutters	Determined by contractor's price
Repair/replace bathtub/shower	Determined by contractor's price
Repair/replace additional missing/damaged appliance/parts	Determined by contractor's price

IN WITNESS WHEREOF, the Landlord and Tenant have caused this lease to be signed and executed upon the day and year first above written.

LANDLORD: \_\_\_\_\_ DATE \_\_\_\_\_

\*\*\*\*\*

TENANT NAME:

\_\_\_\_\_

TENANT SIGNATURE:

\_\_\_\_\_ DATE \_\_\_\_\_

TENANTS HOME ADDRESS: \_\_\_\_\_

\_\_\_\_\_

HOME & CELL PHONE #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

LICENSE PLATE #: \_\_\_\_\_ MAKE: \_\_\_\_\_ COLOR / MODEL: \_\_\_\_\_

\*\*\*\*\*

CO-SIGNER NAME:

\_\_\_\_\_

CO-SIGNER SIGNATURE:

\_\_\_\_\_ DATE \_\_\_\_\_

CO-SIGNER HOME ADDRESS: \_\_\_\_\_

\_\_\_\_\_

HOME & CELL PHONE #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

\*\*\*\*\*

TENANT NAME:

\_\_\_\_\_

TENANT SIGNATURE:

\_\_\_\_\_ DATE \_\_\_\_\_

TENANTS HOME ADDRESS: \_\_\_\_\_

\_\_\_\_\_

HOME & CELL PHONE #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

LICENSE PLATE #: \_\_\_\_\_ MAKE: \_\_\_\_\_ COLOR /  
MODEL: \_\_\_\_\_

\*\*\*\*\*

TENANT NAME:

\_\_\_\_\_

TENANT SIGNATURE:

\_\_\_\_\_ DATE \_\_\_\_\_

TENANTS HOME ADDRESS: \_\_\_\_\_

\_\_\_\_\_

HOME & CELL PHONE #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

LICENSE PLATE #: \_\_\_\_\_ MAKE: \_\_\_\_\_ COLOR /  
MODEL: \_\_\_\_\_

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## Rent Payment Schedule Acknowledgement

The purpose of this document is to re-acknowledge the rent payment schedule and its corresponding terms detailed on the first page of the lease.

- I/We understand there are only three (3) semesterly payments under the terms of the lease.
- I/We understand the reduced rental rates are due before the first (1<sup>st</sup>) calendar day of the months listed on the first (1<sup>st</sup>) page of the lease.
- I/We understand the **ENTIRE** semesterly payment must be received before the first (1<sup>st</sup>) to qualify for the reduced rate.
- I/We understand exactly how to calculate rent, along with any applicable fees, for each and every payment due.
- I/We understand all the details concerning rental payments that are clearly written on the first (1<sup>st</sup>) page of the lease.
- **I/WE UNDERSTAND THE POLICIES FOR PAYING RENT AND WILL NOT BE CONTACTING THE OFFICE REQUESTING ADJUSTMENTS CONCERNING THIS MATTER.**
- **I/WE UNDERSTAND THESE POLICIES ARE STRICTLY ENFORCED AND HAVE NO QUESTIONS OR CONCERNS REGARDING THIS ISSUE.**

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Resident Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

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Resident Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

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Resident Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

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Bobcat Rentals Staff \_\_\_\_\_ Date \_\_\_\_\_