

Bobcat Rentals LLC

86 North Court Street
Athens, Ohio 45701-2611
www.BobcatRentals.net
740-594-4441

LEASE AGREEMENT

1. **PARTIES:** This Lease Agreement is made in Athens County, Ohio, this _____ day of _____, 20_____, by and between Anthony and Julia Fahrion, individually and/or as Trustee(s), hereinafter collectively referred to as "Landlord", and the following individual(s): _____

_____ hereinafter referred to as "Tenant".

2. **LANDLORD'S AGENT:** Bobcat Rentals LLC, located at 86 North Court Street, Athens, Ohio 45701-2611, serves as the agent for Landlord and is authorized to act on behalf of the Landlord on all issues in this lease.

3. **LEASED PREMISES:** Landlord leases to Tenant the following described property: _____, _____, Ohio 457_____, not to be occupied by more than _____ individuals. The term 'premises' or 'leased premises' as referred to in the lease includes the rental unit, any porches, yards, patios, or other areas used in conjunction with the rental unit.

4. **LEASE TERM:** The term of this lease shall begin on _____ at 12:00 pm, and end on _____ at 11:59 pm. If Ohio University should change the spring semester closing date, then the termination date of this lease will be the same as the new spring semester closing date. In the event that Tenant has not vacated premises by 11:59 pm, then Tenant shall be assessed a fee of \$100.00 per hour 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 proration of rent to the date upon which occupancy is available to Tenant.

5. RENTAL PAYMENTS:

a. **Standard Rent:** Tenant and Landlord acknowledge and agree the reasonable and fair Standard Rent for the leased premises is \$_____ dollars for the entire term of this lease, payable in three equal installments of \$_____ due by the third (3rd) day of the following months:

April 20_____, August 20_____, December 20_____

b. **Discounted Rent:** To encourage prompt payments, a Discounted Rent installment of \$_____ may be paid by Tenant if paid in full **BEFORE** the first (1st) day of the month in which rent is due. If Landlord receives a Discounted Rent installment that is not before the first (1st) day of the month in which rent is due, or is not the correct amount due, then Landlord shall mail or deliver by the tenth (10th) of the month written notice of the failure to qualify for the Discounted Rent payment. That written notice will also detail the balance owed on the Standard Rent obligation.

c. **Late Charges:** If rent is not received in the Landlord's office by 4:00 P.M. on the third (3rd) day of each month that rent is due, there shall be a \$20.00 per day penalty for each day that any rental payment is delinquent. Payments more than ten (10) days late will be assessed a Delinquency Charge of \$100.00 in addition to the Late Charge. Additionally, delinquent balances will bear interest at the current market rate, compounded monthly. Parties acknowledge the Delinquency Charge is part of liquidated damages since the exact amount of damages as a result of late payment is uncertain and difficult to prove and this is a reasonable solution. Any portion of rent not paid before the fourteenth (14th) day of the month that rent is due shall be deemed a breach of the terms of this lease. Landlord may decide with sole and absolute discretion whether the terms of this lease are breached by the late payment of rent.

d. **Collection:** Tenant agrees that rental installments must be made payable to the agent listed above and must be **RECEIVED** in the office by the date due and will not necessarily be considered paid based on the date of the check written or the date payment was mailed. Post-dated checks are not accepted. Any checks returned for non-sufficient funds shall be charged a processing fee of \$50.00 and **all remaining 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 charges as described herein. 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.

6. SECURITY DEPOSIT: Tenant shall deposit with Landlord the total sum of \$_____ (per unit, not per person) as a security deposit for the faithful performance and completion of all the terms and conditions stated in this agreement. Tenant agrees that the security deposit shall not be used for any portion of rent due under this lease. The security deposit shall serve as a fund from which Landlord may receive reimbursement for unreasonable wear and tear of the rental unit, or for any other amounts due to Landlord for damages caused by Tenant's occupancy of the premises. If Landlord must repossess the rental unit because of abandonment, default, or breach of this lease by Tenant, Landlord may apply the security deposit to all damages suffered to the date of possession, and Landlord may also retain the balance of the security deposit to apply to damages that may accrue during the pendency of the dispute for resolving Tenant's obligations under this lease agreement. Landlord shall return Tenant security deposit, together with a statement itemizing any deductions from the security deposit within thirty (30) days of the completion of the following events: (a) the termination of this lease; (b) Tenant return of possession, which includes all keys; and (c) Landlord's receipt of Tenant forwarding address. 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. In addition to cancellation charges by Landlord's bank, Tenant will be charged a processing fee of **\$15.00** for reissuing a check for any reason.

7. OCCUPANCY AND SUBLETTING: Tenant must have total security deposit and first rental installment paid in full before being allowed to occupy premises. The premises are to be used only as a private residence for the same Tenant listed on page one (1) and no other permanent occupants of the premises shall be permitted under the terms of this agreement. Weekend guests are permitted, but guests may not stay at the premises for any period in excess of three (3) consecutive nights within a thirty (30) day period. 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. Tenant must remain in possession and occupancy of the premises at all times during the term of the lease. Tenant shall not assign, sublet, board, or transfer any part of the premises without Landlord's written consent, and a new lease and full security deposit must be submitted prior to receiving Landlord's consent. Tenant agrees that a minimum administrative fee of **\$100.00** will be applied to each approved replacement request.

8. 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.

9. JOINT AND SEVERAL LIABILITY: Each individual identified as a Tenant under the terms of this lease is **jointly and severally (individually) 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 (1) Tenant fails to pay rent, damages, or 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.

10. UTILITIES: Tenant shall be responsible for _____ service(s) used at the aforesaid premises. Tenant shall be responsible for and will promptly pay for these utilities used, consumed, or wasted at aforesaid premises during occupancy and agrees to transfer all utilities to Tenant's name on or before the day of possession for this lease. If Tenant does not transfer utilities over within three (3) days of lease commencement, a **\$50.00** per day penalty will be assessed for each bill. Tenant shall be solely responsible for all hook-up or installation fees charged by the utility companies. Tenant shall pay said utilities on a monthly/semesterly basis, either to the utility companies directly, or to Landlord on a percentage formula agreed to by the parties for the payment of utilities. Tenant shall not allow utilities, other than cable/phone/internet, to be discontinued by any means. Properties with any utilities included are only for reasonable use and any utility usage that is excessive or misused will be the responsibility of the Tenant.

11. 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. If Tenant decides to use any of the parking spaces provided, Landlord shall designate the Tenant parking space(s) and/or area(s). 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 constantly subject to tow at owner's expense, no exceptions.

12. CONDITION OF PREMISES: Tenant acknowledges they have reviewed the unit and Tenant is satisfied with the cleanliness and condition of same at the time of the commencement of their occupancy of the premises. Tenant will complete a check-in sheet provided by Landlord recording any damages and defects in the rental unit due to Landlord within forty-eight (48) hours of the first person moving into the unit. No check-in sheets will be accepted by Landlord after forty-eight (48) hours of the first person moving into the unit. Except as provided in the check-in sheet, Tenant acknowledges that the unit is in good and acceptable repair. Tenant agrees to keep the residence clean and free from trash and other debris, inside and out, including any porches, decks, and/or yards. Tenant further agrees

that Landlord has made no promises with respect to the condition of the leased premises other than those in this lease. If Tenant fails to complete the check-in sheet, Tenant agrees that the unit is in good and acceptable repair, and Tenant shall be liable for the condition of the premises upon vacating the lease premises, 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.

13. ACCESS: Tenant will permit Landlord, its agents, employees, and any designated individuals to enter upon the premises at all reasonable times and always after a twenty-four (24) hour notice for inspection, repair, or improvement. Twenty-four (24) hour notice is hereby given any time Tenant has temporarily vacated the premises, such as for holiday and spring breaks, to make inspections for safety and health purposes. Landlord may enter the premises without notice in an emergency, as permitted by law. Landlord may show the leased premises during reasonable hours to prospective tenants, prospective buyers, or professionals involved in the purchasing process. Should Tenant request Landlord, its agents, employees, and any designated individuals to enter for repairs, improvements, or for any other such requested reason, Landlord will attempt to comply within a reasonable timeframe and does not have to provide twenty-four (24) hour notice as the requested entrance expressly waves the need for Landlord to provide a twenty-four (24) hour notice or to schedule entrance into the premises with Tenant.

14. COMMON AREAS: Since it can be difficult to determine the owner of any trash in the common areas, Tenants agree to self-enforce and agree, as a group, 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.

15. LIABILITY: Tenant 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 or their guests. Landlord shall not be liable for any theft, destruction, loss, or damage 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 damages caused by failure of heating equipment, plumbing, fixtures, pipes, sewage, appliances, electrical systems, gas lines, nor for any damage arising from the acts of neglect of other Tenants of said premises or adjacent premises, or the elements or damages arising from acts which Landlord cannot control. Landlord shall maintain insurance on structure, but Tenant must provide their own personal renter's insurance, 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.

16. DAMAGES AND REPAIRS OF PREMISES DURING LEASE TERM: Tenant shall pay for all repairs to the premises and appliances that are necessary because of Tenant negligence or abuse, and the cost of said repair shall be paid by Tenant within fourteen (14) days of the date Tenant receives an invoice or bill from Landlord. Drains and waste pipes are acknowledged to have been clear at commencement of this lease unless reported on the check-in sheet. The cost of clearing any partial or complete stoppage occurring during the terms of this lease shall be paid for by Tenant. Landlord shall not be liable for damages caused by Tenant or Tenant guests, but Landlord shall make all repairs caused by normal wear and tear. Landlord shall not be liable for personal injury or property damage resulting from any activity or occupancy of the rental unit. Tenant shall report any necessary repair or damage to Landlord within twelve (12) hours of discovering same, and Landlord will make the necessary repairs within a reasonable period of time after Tenant gives written notice of the need for such repairs. Except to prevent further damage, Tenant shall not repair nor have repairs made for any damages without Landlord's consent. Tenant agrees to damage and maintenance inspections and/or repairs of the premises at the Landlord's discretion.

17. USE AND CARE OF PREMISES:

- a. **Alterations:** Tenant shall not paint any of the aforesaid premises without the prior written consent of Landlord. 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. Tenant will not put locks on any doors including bedroom doors unless arrangements are made to utilize locksmith designated by Landlord. Any such lock will be forfeited to the property owner at termination of lease.
- b. **Cleaning and Refuse:** Tenant will maintain the rental unit, appliances, and premises in a safe, clean, and sanitary condition at all times. All walls, floors, carpets, bathroom/kitchen fixtures, appliances, and other features/fixtures of the premises shall be kept as clean and sanitary as possible. Regardless of fault, Tenant shall remove all trash and rubbish from said premises on a weekly basis, taking it all to the curb or dumpster before 7:00 a.m. collection day keeping the premises free of all debris. Tenant shall not permit garbage or other conditions within their control to accumulate that cause pest infestation. It is understood that Tenant is responsible for any pest control treatments when needed, which includes but is not limited to; ants, bees, bedbugs, flies, ladybugs, roaches, and spiders.

- c. **Facilities:** All appliances, fixtures, and areas of the premises shall be maintained in good working order, used properly, and not 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 without prior written consent of Landlord. Thermostats must be maintained at 60°F or higher during the winter months to prevent pipes from freezing. Tenant agrees not to overload electrical plugs or circuits. No cooking grease is to be poured into the sinks or any other drains on or near the premises. Tenant will replace light bulbs as needed. Tenant is strictly prohibited on any roof area of the house or porch or to place any object thereon except in case of extreme emergency. No bricks, construction/hazardous materials, concrete block, dangerous chemicals, or explosives may be kept on the premises nor waterbeds or any other structures that may damage premises.
- d. **Yards, Decks, Porches:** Tenant shall keep the yards, decks, and porches clean and free from trash or other debris at all times. 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, chimneys, fire pits, or outdoor stoves of any style are not permitted on the premises at any time. There shall be no upholstered furniture on the yards, decks, porches, or other areas designated by Landlord. Tenant shall not have more than twelve (12) people on the deck/porch/balcony other than for emergency purposes.
- e. **Parking:** 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.
- f. **Conduct:** There shall be no pets of any kind in or on said premises. Tenant and any guests will not intentionally or negligently destroy, deface, damage, or remove any fixture, appliance, or any other part belonging to the leased premises. All activities of Tenant and any guests are to be conducted in a quiet, dignified manner so as not to disturb or annoy other Tenants or neighbors. Loud parties and the playing of radios, televisions, or other sound equipment in a manner disturbing neighbors shall be prohibited. Tenant shall control any parties or social activities at the rental unit and Tenant acknowledges joint and several responsibilities for any damages resulting from said activities.
- g. **Unlawful Activities:** Tenant agrees to not commit waste on the premises, or to maintain or permit any type of nuisance or any other unlawful activity. Tenant will not use the premises for any purpose which is unlawful, against city ordinances, or which would impact the reputation of the building or its occupants in any way.
- h. **Smoking, Candles, Flames:** Landlord discourages cigarette, cigar, pipe, hookah, or any other type of smoking in and around the premises. Tenant shall not burn candles, tiki torches, or any other devices that utilize an open flame at any place on the premises. Damages caused by candles, smoking, or any other related cause 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 open flame device or smoking, including, but not limited to, deodorizing, sealing and repainting of walls/ceilings and repairing/replacing carpet and/or padding, including outside areas.
- i. **Safety Devices:** Tenant is responsible for providing a continuous source of power (batteries or house current) and for inspecting/testing any smoke/CO2 detectors for proper operation. Tenant may not remove batteries, disconnect from power, remove, move and/or cover in any way that will interfere with the proper operation of a smoke/CO2 detector. If smoke/CO2 detector alterations are discovered, Tenant shall incur a charge of **\$100.00** for each occurrence. Tampering with the sprinkler system or fire alarms and any false alarms will be reported to the authorities.
- j. **Statutes:** Tenant agrees to abide by all statutory obligations required by Ohio Revised Code 5321.05 and all state and local housing, health, and safety laws. Failure to keep and observe the above rules will constitute a breach of the terms of this lease.

18. GARBAGE REMOVAL: Tenant agrees to our garbage removal service we provide, at the option of the landlord, 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 and/or recycling has been properly placed in the dumpster and/or brought to the curb by 7:00 a.m. on trash day.

19. 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. Tenant agrees that a violation of the pet provision is subject to the following fines: **1st Offense - \$150.00, 2nd Offense - \$300.00, 3rd Offense - \$500.00**

20. 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 five (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 must notify Landlord immediately in the event of fire or other casualty. Tenant shall have no claim or interest in any compensation or award of damages for such occurrences.

21. ABANDONMENT: After vacating the unit upon lease termination or in the event that Tenant shall be absent from the premises for a period of five (5) consecutive days, while in default Tenant shall, at option of Landlord, be deemed to have abandoned the premises and any property left shall be considered abandoned and may be disposed of however Landlord sees fit. All property on the premises is hereby subject to a lien in favor of Landlord for payment of all sums due hereunder to the maximum extend allowed by law. If Tenant abandons the unit any time during the lease term, Tenant 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.

22. DEFAULT: Any failure by Tenant to pay rent when due or perform any obligation created under this lease, shall at the option of Landlord terminate all rights of Tenant hereunder. In the event of default by Tenant, Landlord may elect to: (a) continue the lease in effect and enforce all Landlord rights and remedies hereunder, including the right to recover the rent as it becomes due; or (b) at any time terminate all of Tenant's rights hereunder and recover from Tenant all damages incurred by reason of the breach of lease, including the cost of recovering the premises, and including the worth at the time of such termination or at the time of an award of premises, and including the worth at the time of such termination or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Tenant proves could be reasonable avoided. Landlord's acceptance of rental payment subsequent to Tenant's breach of any term or condition shall not be construed as Landlord's waiver of right to seek legal remedies and shall not prevent Landlord from pursuing legal means of redress against Tenant. 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. If Tenant is in default and the Landlord is required to bring an action for eviction and/or to recover damages, Tenant shall be responsible for all court costs. If Landlord terminates this lease for any violation, then Tenant will be entitled to only three (3) days' notice.

23. TERMINATION AND VACATING: If any of the Tenants vacates the premises prior to the end of the lease, the vacating party is still fully responsible for all obligations created under this lease. Remaining Tenants shall also be fully responsible to maintain the terms and conditions of this lease. Tenant agrees upon vacating to have the leased premises in a clean condition free from accumulated debris, with no unusual damages, ordinary wear and tear accepted. Tenant is responsible for the cost of professional steam cleaning all carpet in the premises. Personal residential steam cleaners or rental steam cleaners from home improvement stores will not be accepted. Tenant must provide copy of invoice to Landlord from professional cleaning service or Landlord will hire the cleaning to be completed. When departing, Tenant shall lock all windows and doors and deliver all keys to Landlord. Tenant will personally notify Landlord of the date and time Tenant vacates the leased premises and will provide Landlord with a forwarding address and telephone number. No rebate will be made for vacating early unless the premises are rented. The premises must be vacated by the appointed time on the lease or Tenant shall be subject to a fee of **\$100.00** per hour until such time that premises are vacated. At the termination of the lease, Tenant will have utilities taken out of Tenant's name and arrange to pay the final utility bills. Upon vacating the leased premises and terminating this lease, Tenant shall remove all personal property. Landlord may remove and dispose such property if Tenant fails to remove such property, at the expense of Tenant. Landlord shall not be liable to Tenant for any loss or damage to such property. Landlord will deem such property abandoned and may decide with sole and absolute discretion how to dispose of it.

24. 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.

25. JURISDICTION, VENUE, AND INTERPRETATION: Landlord and Tenant stipulate that this agreement was negotiated and executed in Athens County, Ohio. Should a dispute arise between Landlord and Tenant, it is agreed that a court in Athens County, Ohio, shall have both jurisdiction and venue to hear the case. This lease shall be construed to be in accordance with Ohio Revised Code Section 5321 and all other relevant laws. If for any reason any provision of this lease is invalid, unenforceable, or contrary to law, the applicability or validity of any other provision of this lease shall not be affected. 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 any unpaid charge(s) at a later date.

26. BINDING: The terms, covenants, and conditions of this agreement shall apply to and bind those holding under the tenancy, whether rightfully or wrongfully, and to all other successors and assigns of the parties. Tenant shall be responsible to assure that all covenants made by Tenant are applied to all persons, including Tenant guests/family, upon the premises. Tenant agrees that the terms of this lease were explained to them and any questions were answered.

27. CLEANING/REPAIR CHARGES: Tenant agrees that, without prejudice, Landlord shall apply a cleaning fee of **\$90.00** per bedroom at the termination of this lease by initialing here: _____, _____, _____, _____, _____, _____.
 Tenant also agrees to the following list of minimum prices for several common charges:

CLEANING

| | |
|---|-----------------------------------|
| 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 and up/each laborer per hour |
| Exterior power washing | \$65 and up |

DAMAGES / REPAIRS / 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 |
| Replace parking permits | \$150 each |
| Replace smoke/carbon monoxide detectors | \$75 and up/each |
| Replace smoke/carbon monoxide detector batteries | \$5 and up/each |
| Replace/recharge fire extinguisher | \$100 and up/each |
| Replace/repair fire suppression fixture | \$75 and up/each |
| Replace/repair thermostat | \$75 and up/each |
| Replace/repair HVAC vent cover | \$30 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 knob or rack | \$20 and up/each |
| Replace oven drip pan | \$8 and up/each |
| Replace/repair vanity/counter top | \$275 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 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 | \$175 and up/each |
| Replace electrical cover plate | \$5 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 toilet bolt cover | \$5 and up/each |
| Replace/repair toilet | \$200 and up/each |
| Replace toilet seat | \$50 and up/each |
| Replace/repair faucet and/or stopper | \$70 and up/each |
| Clear drain/sewer stoppage | \$175 and up/each |
| Replace drain basket | \$15 and up/each |
| Replace mailbox | \$50 and up/each |
| Replace/repair fencing | \$60 and up/each foot |

DAMAGES / REPAIRS / MISSING ITEMS (CONTINUED)

| | |
|---|---|
| Replace garbage/recycling containers | \$50 and up/each |
| Remove wallpaper | \$150 and up |
| Remove crayon/pencil/marker marks | \$30 and up |
| Repair nail holes | \$75 and up |
| Painting | \$60 and up/each laborer per hour, billed in half hour increments |
| 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 |

28. ENTIRE AGREEMENT AND AMENDMENTS: This lease is the entire agreement between Landlord and Tenant, there being no oral condition, representations, warranties, or agreements. Any subsequent modifications of this lease shall not be valid unless in writing and signed by Landlord and Tenant.

SAMPLE

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 #: _____

8 I've read, agree with, and completely understand all the provisions/information contained on this page of the lease agreement:

_____, _____, _____, _____, _____, _____

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: _____

9 I've read, agree with, and completely understand all the provisions/information contained on this page of the lease agreement:

_____, _____, _____, _____, _____, _____

Rental Payment Schedule Acknowledgement

The purpose of this document is to once again acknowledge the rent payment schedule and its corresponding terms detailed on the first (1st) page of the lease.

- I/We understand the Rental Payments detailed under the terms of the lease.
- I/We understand the Discounted Rent installments are due before the first (1st) calendar day of the months listed on the first (1st) page of the lease.
- I/We understand the **ENTIRE** Discounted Rent installment must be **RECEIVED** before the first (1st) to qualify for that specific Discounted Rent installment.
- I/We understand exactly how to calculate rent, along with any applicable fees, for each and every payment.
- I/We understand all the details concerning rental payments clearly written on the first (1st) 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.**

| | | |
|--------------------|--------------|------|
| Resident Signature | Printed Name | Date |
|--------------------|--------------|------|

| | | |
|--------------------|--------------|------|
| Resident Signature | Printed Name | Date |
|--------------------|--------------|------|

| | | |
|----------------------|--|------|
| Bobcat Rentals Staff | | Date |
|----------------------|--|------|

10 I've read, agree with, and completely understand all the provisions/information contained on this page of the lease agreement:
