

# Selby Rentals

Student Lease / Rental Agreement

52 Fairground Avenue, Dayton, Ohio 45409

tselby14@gmail.com PO Box 882, Springboro, OH 45066 PH: 937.477.7476

This lease agreement was made on the \_\_\_\_ th day of 20XX, by and between Terry Selby, herein called "Landlord / Lessor", and all Lessees signing this lease agreement. Landlord / Lessor hereby agrees to lease to Lessees the real property located at 52 Fairground Avenue in the City of Dayton, County of Montgomery, and State of Ohio. This lease shall commence two days before school starts, last day of school by midnight, the year 20XX.

## 1. Lease Payments

Lessees here by agree to pay to Landlord/Lessor in advance as lease payments for said premises, a total amount of \$0000.00 (\$0000.00 per semester x 2 semesters x 6 students) paid in two equal installments of \$0000.00 each. The first installment will be due on 30th of June 20XX, (Fall Semester Lease Payment) and the second on 29th of November 20XX, (Winter Semester Lease Payment). You will receive a reminder text or verbal approximately 30 days before the payments are due. Lease payments shall be made payable to Terry Selby and sent via mail at Lessee's risk to: P.O BOX 882, SPRINGBORO, OHIO, 45066. Any lease payments lost in the mail will be treated as if unpaid and late until received by Landlord / Lessor.

## 2. Late Charges

ANY LEASE PAYMENT NOT RECEIVED by 7th of July 20XX (for Fall Semester), or 2nd of December 20XX, (for Winter Semester) or ( 2 day grace on monthly payments) will incur a late charge of \$10.00 per day until payment, in full, has been received by lessor. This late charge fee is not negotiable.

Also, no keys or codes will be disbursed until the full Fall Semester lease payment has been received.

## 3. Bad-Check Servicing Charge

In the event Lessees check is dishonored and returned unpaid for any reason to Landlord / Lessees agrees to pay a Fifty dollar (\$50.00) Bad-Check Service Fee.

#### **4. Security Deposit**

Landlord acknowledges receipt of \$0000.00(\$900.00 x per students), as a security deposit to indemnify Landlord/Lessor against damage to the property as well as to assure Lessee's fulfillment of the conditions of this lease agreement. No interest will be paid on this money and in no case, will not be applied to back or future lease payments. After all students have moved out, the Landlord will inspect the premises thoroughly and assess any damages and / or needed repairs. The deposit money, minus any charges for repairs, cleaning charges, etc., will then be returned to Lessees along with a written explanation of any deductions. The deposit refund will be mailed within 45 days after Lessees have vacated the premises, returned keys to Landlord, and all other terms of this Lease Agreement have been met.

#### **5. Cleaning Fee**

Lessees hereby agree to accept the property in its present state of cleanliness. Lessees agree to pay \$150.00 Dollars per person (\$150.00 x per student= \$000.00), cleaning fee to Landlord to pay for having the property professionally cleaned.

#### **6. Smoking**

This house and the immediate area around the house are smoke-free and all vape products free. Violations shall result in a \$400.00 fine per occurrence for residents and/or their guests and may result in a Lease Violation Notice (LVN). Any evidence of smoking is sufficient cause to initiate the \$400.00 fee per room charge. Charge will be to the house residents. Must Paid in 7 (seven) days.

#### **7. Animals**

Landlord will permit no animals, of any kind, to be harbored on said premises, at any time during tenancy. Violations shall result in a \$300.00 fine per occurrence and may result in a Lease Violation Notice (LVN). Landlord encountering any animals, or evidence of animals, on the premises is sufficient cause to initiate the \$300.00 fee charge. Charge

will be to the house residents. Must be paid in 7 (seven) days.

#### **8. Non-assignment of Lease Agreement**

The premise shall be used and occupied only by Lessees signing this lease and Lessees shall not provide keys or codes to anyone else not on the lease. The property is to be used for no purposes other than as a residence and no business may be operated from this address. The property is not to be sublet; nor may this lease be re-assigned; nor shall said premise be used for any unlawful purpose; nor for any other purpose which in the opinion of the Landlord / Lessor will be detrimental to the reputation of the premises. Further, that covenants contained in this Lease Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced. Any occupancy by unauthorized Lessee/s may be grounds for eviction.

#### **9. Utilities**

The Lessees will promptly (within one week of move in) place the electric, natural gas & water utility accounts into their names and then pay all gas and electric, water usage charges during the period of this lease in a timely manner. Lessees specifically authorize Landlord / Lessor deduct any amounts of any unpaid bills from Lessees' Security Deposit in the event they remain unpaid after termination of this agreement. There will be a \$25.00 plus any cost per month handling charge for each utility bill that is received, by Selby Rentals as a result of student negligence in getting accounts transferred.

#### **10. Premises**

Lessees will attach nothing to any part of the building nor shall they use or store any object that would cause structural damage. Lessees further agree to use, occupy, and care for the premises in a safe, proper and careful manner; to keep the premises, including walks and lawns clean, safe, and free of all obstacles.

#### **11. Legal Obligation**

Lessees hereby acknowledge that they have a legal obligation to pay their lease

payments on time each semester regardless of any other debts or responsibilities they may have. They understand and acknowledge that defaulting on this Lease Agreement could result in a forfeit of all monies paid and a judgment being filed against them possibly including a lien being filed against their current and future assets and/or earnings.

### **12. Repair Policy**

Landlord / Lessor will make necessary repairs to the property with reasonable Promptness following receipt of written notice from Lessees. Under no circumstances will Landlord/ Lessor be responsible for any improvements or repairs paid for by Lessees unless prior authorization, in writing, has been given to Lessees by Landlord. No improvements are to be made to the property without the express written consent of Landlord. Lessees must report any necessary repairs in writing, but they are hereby advised that Landlord / Lessor does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time the property changes possession. Damage to the property or neighboring properties, caused by Lessees, will be repaired immediately upon discovery and cost will be billed to Lessees. Lessees will have 7 days to pay for these repairs and the associated LVN, if one is issued. If the property is partially destroyed by fire or other casualty, and Landlord / Lessor decides to rebuild, then repairs shall be made by the Landlord/ Lessor as quickly as reasonably possible. If the property damage is so extensive as to render the premises uninhabitable, the lease shall abate until the premises are repaired. If the building is severely damaged or destroyed by fire or other casualty, and Landlord / Lessor decides not to rebuild, or said building is partially destroyed or damaged so as to require rebuilding and Landlord/ Lessor decides not to rebuild, then upon giving the Lessees Three-day (3 day) notice of his intention to demolish the building and not to rebuild, this lease shall be terminated. If it is determined by an independent agency to have occurred through negligence by the Lessees or their guests, then Lessees will be held responsible for all damages. If Lessees are not found to be responsible for the damage to the property, Landlord / Lessor will reimburse Lessees for prior payments on a pro-rated basis. Landlord / Lessor recommends that all Lessees purchase and maintain a Renter's

Insurance Policy, at their own expense, sufficient to protect themselves and their property from fire, theft, burglary, breakage, etc. This Policy should include liability and property damage coverage, as well. Landlord / Lessor will not be liable for any loss of Lessees' property. Lessees not carrying this insurance shall be considered "self-insured" and held personally responsible for any damages not covered by Landlord's /Lessor's insurance.

### **13. Joint and Several Liability**

All parties, signatories and parental guarantors agree and understand that they are jointly and severally liable for all the terms of this agreement. Therefore, it is understood that all may be sued together for its enforcement, or the Landlord /Lessor or his/her, assignee may select any one or more as the object of his suite.

### **14. Agreements**

- Lessees agree to cooperate with Landlord in showing property to prospective Lessees, prior to termination of occupancy (given 24-hour text to a Lessee to prior to showing property)
- Landlord reserves the right to enter the premises at reasonable times to inspect, make necessary repairs, provide services or show the property to prospective purchasers, etc.
- Lessees must take affirmative action to ensure that nothing is done which might place the Landlord/ Lessor in violation of applicable building, housing/city and or health codes.
- Lessees must also take affirmative action to ensure that they conduct themselves and their friends and family in a reasonable and responsible manner that does not disturb other neighborhood residents, (loud music etc.)
- Good housekeeping is expected of everyone. Lessees agree to keep quarters in clean and sanitary condition or pay for cleaning services, as determined to be necessary, by Landlord.
- Other than Termite control, the Landlord SHALL NOT be held responsible for pest control.
- Landlord shall not be responsible for cleaning or care of sidewalks, steps or patio, these responsibilities will rest solely with the Lessees. Lawn care / landscaping shall fall on the Landlord.
- Lessees shall not display any banners, signs, exterior lights, or markings of any kind.

- No combustible materials shall be placed in basement, yard, property or even attempt to go into the basement.
- No additional locks will be installed on any door without the written permission of Landlord.
- No nails, thumb tacks, screws or adhesive hangers. Wall hangings must be attached by using command strips only, if drywall damage occur because of adhesive tape lessee will be charged with damage, cost of the hole. Lessees will be liable for cost of repair.
- Lessees agree to notify Landlord immediately if dishwasher, pipes, drains etc. - roof leaks, water spots appear on ceiling or any other interior surface.
- If anyone removes property belonging to Landlord without the express written consent of Landlord, or damages Landlord's property, Lessees will be liable for cost of repair or replacement. Landlord may also take further legal action.
- If any clause in this agreement shall be determined invalid, then this shall not invalidate the other terms of this agreement.
- In this agreement, the singular number where used will include the plural, the masculine gender will include the feminine, the term Landlord will include Lessor.

### **15. Understanding**

The Lessees signing this Lease / Rental agreement here by affirm that all questions about this Lease / Rental Agreement have been answered, that they fully understand all provisions of the Agreement and accept the obligations and responsibilities of each party, as spelled out herein. They further affirm that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement up to and including forfeiture of all lease payments and deposits.

Signatures by the Lessees on this Lease/ Rental Agreement is acknowledgment of their acceptance. Any cost incurred by the Landlord in enforcing this agreement (including court costs & reasonable attorneys' fees) shall be paid by the Lessees. This Lease / Rental Agreement, and the attached Addendum on behavior, contain the entire agreement between the parties here to and neither party has made any other representations or agreements of any kind. In witness whereof, the Landlord and Lessees have signed this Lease/Rental Agreement on the \_\_\_\_\_ day of 20xx.

Lessor: TERRY SELBY \_\_\_\_\_ X \_\_\_\_\_

Lessee 1: NAME: \_\_\_\_\_ date: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_ Guardian: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Your signature is verification that all information displayed/given by you is correct.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Lessee 2: NAME: \_\_\_\_\_ date: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_ Guardian: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Your signature is verification that all information displayed/given by you is correct.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Lessee 3: NAME: \_\_\_\_\_ date: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_ Guardian: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Your signature is verification that all information displayed/given by you is correct.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*Lessee 4:* NAME:

date:

ADDRESS:

PHONE

Guardian:

EMAIL:

Your signature is verification that all information displayed/given by you is correct.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*Lessee 5:* NAME:

date:

ADDRESS:

PHONE

Guardian

EMAIL

Your signature is verification that all information displayed/given by you is correct.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*Lessee 6:* NAME:

date:

ADDRESS:

PHONE:

Guardian

EMAIL:

Your signature is verification that all information displayed/given by you is correct.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



### **PAYMENT SCHEDULE**

Security Deposit: Due at Lease Signing \$0000.00(\$900.00 x per Students) Fall Lease Payment:  
Due by June 30th, 20xx \$00,000.00 (\$0000,00 x per Students) Winter Lease Payment: Due by  
November 29, 20xx \$00,000.00 (\$0000.00 x per Students)

### **LEASE ADDENDUM**

On Behavior:

**NOTE:** All Selby Rentals' Student Houses, are located, in residential neighborhoods.  
Therefore, out of respect for your neighbors, you must limit noise disturbances, at all times,  
particularly during "Quiet hours". "Quiet Hours" for yards or patios begin at 10:00 pm every  
night. This means that your neighbors should not be able to hear you or your stereos, TVs,

Computers, etc. during these restricted hours. You must move the "Party" inside and keep all doors and windows closed as "Quiet Hours" approach. Violating these rules may cause complaints to be filed with the University of Dayton and/or the City of Dayton by your neighbors and could result in a reduction in the number of students. Noise complaints may also result in a Lease Violation Notice (LVN).

**NOTE:** Any violation of these rules, the lease agreement, or Ohio landlord-tenant law may result in a Lease Violation Notice (LVN) being sent to you and to your parents. The first LVN is a \$200.00 fine. The second LVN is a \$400.00 fine, and the third LVN is a \$600.00 fine, after that we may evict you. If police are called to your unit for any reason other than a crime against you or the property, we may also choose to evict.

**NOTE:** Please reference the student handbook on "Off Campus Standards of Behavior".

1. Do Not interfere with Security Camera Systems, cameras, DVR, or Software! There will be a \$300.00 Fine plus a LVN for anyone found violating this rule.
2. No Beer Kegs are permitted on the premises. This is a University of Dayton rule and applies to off campus housing, as well. Violations may result in an LVN.
3. No "drinking" games are permitted on Selby Rentals properties as per UD Student Handbook (Relatively new to the handbook). Violations may result in an LVN.
4. The maximum occupancy limit for your property is 12 persons. Violations may result in an LVN.
5. This house and the immediate area around the house are smoke-free. Violations shall result in a \$300.00 fine per occurrence for residents and/or their guests and may also result in an LVN.
6. All units, interior and exterior including parking lots are animal-free. Violations shall result in a \$300.00 fine per occurrence for residents and/or their guests and may result in an LVN. Landlord encountering any animals, or evidence of animals, on the premises is sufficient cause to initiate the \$300.00 fee charge. Charge will be to the house residents.
7. Do not tamper with smoke detectors. Violations will result in a \$100.00 fine for each smoke detector or carbon monoxide detector found to be compromised. Call us if detectors are chirping, that means they need batteries, and we will replace them for you.
8. Do not climb out through windows onto house roofs. There will be a \$300.00 fine per person for anyone found violating this rule and a Lease Violation a LVN may be also be issued

to the house. 2<sup>nd</sup> time climbing on roof \$600.00 dollars 3<sup>rd</sup> time eviction will apply.

9. All units must remain clean and sanitary at all times. Carpets must be vacuumed at least once a week to protect the carpet and all spills must be cleaned up promptly. To arrange for fee-based regular cleaning services, contact Selby Rentals. Any damage to the property due to lack of cleanliness shall be charged to the Lessees.
10. All garbage must be disposed of regularly in the approved trash bins provided (Trash pickup is on Wednesday morning). No trash containers are to be brought into the house or left on the porches or patios. Excess trash or litter that is left in any interior or exterior common or public area shall result in a \$50 fine per occurrence. **This will be enforced!**
11. No party trash or other waste is to be left in the yard or around the house. A \$25 fine will be levied EACH time we or your neighbors have to clean up ANYTHING after 9:00am. Anything includes beer bottles, soda pop containers, shoes, newspapers more than one-day old, etc.
12. No items are to be kept outside on the porches, patios, or around the house. This includes swimming pools, furniture, games (other than plastic chairs, etc.), wood, flags, or any other items that detract from the appearance of the neighborhood.
13. Do not remove plastic covers from mattresses. They are intended to keep the mattresses clean and sanitary for future tenants.
14. You are not to draw on or paint on any walls inside or outside the house. Any wall hangings are not to be hung with "command stripe". Do Use command strips, Violations may result in a charge of \$50.00 and up for each hole or other major damage to the walls. Walls are not bulletin boards and should not be treated as such.
15. Do not use any Wax Burners or Plug-Ins nor any devices, candles, incense burners, etc. that burn with an open flame!
16. Do not use dart boards.
17. Flush only toilet paper down commodes, no tampons, paper towels, tissues, dental floss, etc. if a plumber is call and fines any foreign material other than toilet paper lessee will be giving the bill, must be paid immediately.
18. Always run disposal with cold running water before placing any food waste in disposal. Also, never empty grease into the sink or the disposal as it will clog the drains, and will pay