



RESERVED LEASE AGREEMENT

THIS LEASE AGREEMENT is made in Cincinnati, Ohio as of this date MM/DD/YYYY, by and between Uptown Rental Properties LLC ("We," "Our," "Ourselves," or "Us"), as the agent for the owner(s) of the property described as _____ Cincinnati, Ohio 45219 ("Property"), and the individual(s) identified at the end of this Lease ("You," "Your," or "Yourself") as the resident(s) of the Property.

This Lease Agreement is for an undivided interest in a Bedroom that is part of a Unit within the Property, with the other areas of the Unit shared in common with other residents not named in this Lease Agreement ("Individual Lease"). You will have sole possession of the Bedroom and adjacent bathroom. The kitchen, living room, and other common areas shall be shared, jointly and severally, with other residents of other bedrooms of the Unit.

The Bedroom is offered under a reserved lease agreement for a specific unit type within a specific Property, not a specific unit number or bedroom letter at that Property. **You acknowledge that no two Bedrooms or Units are identical. There may be variations in, but not limited to, appliances, cabinetry, carpet, tile, or general fixtures. Although every attempt will be made to honor requests for particular Bedrooms or Units, they cannot be guaranteed. Your Bedroom and/or Unit assignment is subject to change at our discretion, until May 31st when final assignments are determined. A Final Unit Assignment Addendum shall be forwarded to You, via the email address provided by You. This Addendum shall be a rider to and form a part of this original Reserved Lease Agreement. Inability to grant a request or requests for a particular Bedroom or Unit number, as long as a Bedroom and Unit are assigned, does not release You from obligation under the Lease Agreement. If applicable, the Bedroom may also include a storage space on the Property and, if provided by an addendum, an enclosed Garage, all of which shall be considered part of the Unit and included in this Lease Agreement.**

1. Term. In consideration of the provisions of this Lease Agreement, We lease to You the Bedroom, and space within the Unit, as described above, for the Term with the commencement and expiration dates as follows. The Term shall begin at 2:00pm on 08/15/2018 ("Commencement Date"), and end at 12:00pm on 07/31/2019 ("Expiration Date"). You understand and agree that You owe a full Rent Installment on or before the Commencement Date of this Lease Agreement, although You will not have possession of the Bedroom or space within the Unit until the Commencement Date.

If We cannot have the Bedroom available to You by the Commencement Date for any reason, including construction, repairs, cleaning, or a previous resident's holding over, We are not liable to You for damages. However, rent is abated from the Commencement Date until the date We give You possession. You are not released from liability to pay Rent or any other obligations under this Lease Agreement, for failure to take possession of the Unit, withdrawal from school, job loss, change in marital status, or any other reason, other than military service, as outlined in the Servicemembers Civil Relief Act. You acknowledge that We may assign a resident to any vacant Bedroom in the Unit before or during the term without notice. We are not liable for conflicts or claims amongst residents in the Unit or their guests. Resident conflicts or disputes of any kind do not release you from liability under this Lease Agreement. Keys may be picked up at the time designated by Us, during regular business hours, the Commencement Date of this Lease Agreement. Upon termination of the Term, keys must be returned by 12:00pm to Our office on or before the Expiration Date. Any exceptions must be approved by Us in writing.

Please state if You or Your dependent is in active or reserve Military Service. Yes No If yes:
Resident Name: _____ Branch: _____
Commanding Officer: _____ Phone Number: _____

2. Transfers. All transfers must be approved by Us. For consideration, You must complete a Transfer Application and pass a Bedroom and Unit inspection. Your account must be paid in full for the Bedroom You currently occupy, and You must be considered in good standing, with no rules or regulations violations. Failure of subsequent Unit inspections, account delinquency, or rules and regulations violations, during the Term of the Lease for the Bedroom or Unit You currently occupy, may void the transfer

approval. A new security deposit payment will be required to hold the transfer Bedroom or Unit. Should You fail inspection, that deposit will be refunded. Security deposit for the current Bedroom will be refunded per the conditions outlined in this lease. Any balance due following application of deposit, must be repaid within thirty (30) days of transfer. Keys must be returned within three (3) days of transfer or as designated by Us.

You will be permitted to remain in the Bedroom You currently occupy until the transfer lease commencement date. Early commencement dates may be available. You will receive confirmation of the transfer date no later than July 15th.

Please confirm whether You are a current Uptown resident transferring to a new Uptown unit:

Yes No

If Yes:

Current Address _____

3. Rent. The Base Rent, and any additional fees or charges under this Lease Agreement, will be referred to and treated as Rent ("Rent Installment(s)"). The total Rent due for the term of this lease is \$0.00. Rent will be due and payable in twelve (12) equal installments as outlined below.

Rent Installment Payments	
Base Rent	\$0.00
Additional Fees	\$0.00
Total Amount of Each Rent Installment	\$0.00

The first Rent Installment is due on or before the Commencement Date of this Lease Agreement. The Rent Installment is due in full even though possession is available for less than a full month. All future Rent Installments are due on or before the first of the month, through the remainder of the Term. You agree to pay the Rent Installments in advance and without demand by Us and without deductions for any reason.

If the Rent Installments are not paid in full for whatever reason, on or before the third day of any month, or if payment is returned or declined as a result of nonsufficient funds or other reason, Rent is considered late. If a Rent Installment is late, You agree to pay us, in addition to the Rent Installment, a Late Payment Charge of 10% of any balance due, plus Returned Payment Charge of \$50, as applicable for any credit card declined or check returned. After two (2) checks are returned or two (2) credit card payments are declined and/or disputed in one year, We will accept only money orders or cashier's checks. Rent is payable by check, money order, debit or credit card (convenience fees may apply). Cash payments are not accepted.

We have no obligation to accept a late Rent Installment payment or any amount less than the full amount prescribed in this Lease Agreement. Our acceptance of partial Rent or a late Rent Installment shall not be a waiver of any of Our rights as a result of Your default, or Our right to collect Late Payment Charges.

4. Utilities. You shall obtain and pay for electric service to the Unit.

The following utilities are included with your lease:

- Heat** (Duke Energy)
 Electric (Duke Energy)
 Gas (Duke Energy)
 Cable/Internet
 Water/Sewer (Greater Cincinnati Water Works)

All trash must be placed inside the provided receptacle and may not include any furniture or mattresses. You further agree not to dispose of anything deemed to be a hazardous material. A fine of \$50 per offense shall be imposed for failure to properly place any trash in the receptacle.

5. Security Deposit. Upon signing this Lease, The Earnest Money You deposited with Us, in the amount of \$_____ shall convert to a Security Deposit, which is security for the faithful performance of this Lease Agreement. The security deposit shall serve as a fund from which We may reimburse Ourselves for unpaid rent or fees, unreasonable wear and tear or damages on Your part, for cleaning of the Bedroom or Unit, for key or lock replacement if You fail to return keys at the Expiration Date, and/or for any other amounts due and owing, or which may become due and owing, after the Term, or under other grounds for termination of this Lease Agreement. Should damages or amounts due at the end of the Term exceed the amount of the security deposit, You agree to reimburse Us for the remaining balance due. The security deposit may not be used as Rent.

You will be individually responsible for damages to the Bedroom and adjacent bathroom. You will be jointly and severally liable for any damages to all common areas of the Unit. A common area damage inspection will be conducted upon move out of any Lessee within the Unit. Charges against Your security deposit may apply.

6. Termination. Prior to the end of the Term, a minimum of thirty (30) days written notice must be given by Us or by You, to terminate the Lease Agreement without additional time added to the Lease Agreement Term. Should notice exceed thirty (30) days, it does not alter the end of the Term or the payment due through the Expiration Date. **You owe the charges described in Provision 28 which may be deducted from Your security deposit. A written accounting of any charges against the deposit, along with any refund due, will be sent within thirty (30) days of move out, via US Mail, to the forwarding address(es) provided by You.** If a forwarding address is not provided, the security deposit refund check will be mailed to the Unit address, to be forwarded by the US Postal Service. If for any reason the refund check(s) must be reissued, a \$50 stop payment charge will be deducted from the reissued security deposit check(s). Any balance due shall be paid within thirty (30) days of move out. In the event of failure to pay as agreed herein, We, at Our sole discretion, may report the same to such credit reporting agencies as We deem appropriate.

7. Early Termination. If You vacate the Unit prior to the end of the Term, or do not take possession of the Bedroom, You will be responsible for all Rent which accrues under this Lease Agreement plus Our costs to fix and re-rent the Bedroom, which includes the pro-rated turnover costs (including, but not limited to, the costs of painting, general cleaning, shampooing the carpet, advertising costs and leasing concessions relating to the reletting of the Bedroom), and a \$500 early termination fee. We may, depending on Our inventory and the time of year, offer a lease buyout option whereby You pay a certain sum in advance to be released from all further liability to Us. If You move out without an early termination agreement with Us, You will be responsible for all damages listed herein.

8. Tenant's Responsibilities. You shall keep the Property, Unit, and Bedroom safe and sanitary; dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner and as more fully described in Provision 2; use and operate all electrical and plumbing fixtures properly; comply with the requirements imposed on tenants by all applicable state and local housing, health and safety codes; maintain in good working order and condition any appliance supplied by Us; conduct Yourself and require other persons in the Unit or on the Property with Your permission to conduct themselves in a manner that will not disturb Your neighbor's peaceful enjoyment of their Unit; and conduct Yourself and require persons in Your household and persons on the Property with Your permission to conduct themselves so as not to violate the prohibitions contained in Chapters 2925 and 3719 of the Ohio Revised Code, or municipal ordinances that are substantially similar to any section in either of those Chapters, which relate to controlled substances.

9. Move in Inspection. Within seven (7) days of taking possession of the Bedroom, You must return to Us the Move In Condition Report detailing any damages which existed in the Bedroom or Unit at the Commencement Date. Failure to return the report within seven (7) days shall result in Our assumption that the Bedroom, Unit, and Property are in good repair and condition and free from any damage. You shall deliver up and surrender the Bedroom, Unit and Property to Us in the same order and repair as at the Commencement Date of this Lease Agreement, normal wear and tear excepted. You agree to comply with all laws and ordinances, and insurance regulations. **You will promptly notify Us of any needed**

repairs to the Bedroom, Unit or Property which are not Your responsibility under the Lease Agreement.

10. Extermination. You acknowledge that while We are responsible for making a reasonable provision for the extermination of roaches, wood destroying organisms, and bed bugs, serious infestations from such as pests in the Bedroom or Unit and/or adjoining Bedrooms and Units may necessitate You vacating the Unit temporarily in order for Us to eradicate the infestation in Your Bedroom or Unit and/or adjoining Bedrooms or Units. We shall not be liable for the costs of such relocation and We do not have to offer another Bedroom to You. We may terminate Your tenancy and You shall vacate the Bedroom and Unit in the event that (a) Your actions or inactions contribute to or result in a pest infestation; (b) Your actions or inactions prevent or hinder Our treatment of an infestation; and/or (c) We, in Our sole discretion, or pursuant to the opinion of a licensed pest control professional, determine that the infestation in the Bedroom or Unit and/or adjoining Bedrooms and Units cannot successfully or properly be treated with You continuing to live in the Bedroom or Unit. If We terminate Your tenancy, and only if You vacate according to this Provision, and only if the infestation is not caused or worsened by Your actions or inactions then You will be released from Your financial obligations under this Lease Agreement except for physical damages to the Bedroom or Unit.

You shall use care to avoid creating any condition which would cause or promote the presence of bugs, vermin and/or insects. You shall be held liable for any extermination charges related to an infestation caused by You or Your housekeeping.

We shall pay for the cost of extermination of bed bugs under the following circumstances: 1) You report the existence of bed bugs as soon as You reasonably become aware of their presence; 2) You do not "self treat" for any period of time; and 3) You fully cooperate with Us in preparing the Bedroom and Unit for extermination treatments based upon the guidelines provided by Our pest control professional. This preparation includes, but not exclusively, agreeing to vacuum the Bedroom and Unit every day and wash all bedding three (3) times per week during the treatment of the infestation.

Failure to comply with the pest control professional's instructions or to give Us access, given reasonable advanced notice to enter for extermination in addition to making You responsible for treatment costs, shall also constitute an event of default under this Lease Agreement. In the event You refuse to pay any invoice submitted by Us to You for the cost of extermination of the infestation, this sum shall become additional Rent due and payable with the next monthly rent installment. In the event any additional Rent is unpaid with the next monthly Rent Installment, the entire Rent payment may be refused as a partial rent payment.

To avoid infestation, We require You not to place anything in the Bedroom or Unit purchased at any second hand furniture store, flea market, or the like. You agree not to place any furniture, clothing or other items in the Bedroom or Unit found in or around any dumpster or other trash collection sites.

11. Inspections, Alterations and Showing of Property. You agree that We may retain a pass key and at anytime reasonable enter the Bedroom and Unit to inspect it and make any repairs which We desire or are required to do under this Lease Agreement. You may not at any time change locks or do anything to hinder Our right of entry. You may not paint or wallpaper the Bedroom or Unit or make any alterations or additions without Our prior written consent. A reasonable amount of small nail holes are permitted. We may at reasonable times show the Bedroom and Unit to prospective residents, contractors, lenders, appraisers, or purchasers. A minimum twenty-four (24) hour notice is considered reasonable for inspection and showing of the Bedroom and Unit.

12. Use and Occupancy. The Bedroom and Unit shall be used and occupied for residential purposes only in a safe, careful and proper manner by You. No trade, business or occupation shall be carried on therein, including music lessons and child care, and the Bedroom or any part of the Unit, shall not be sublet, underlet, nor this Lease Agreement assigned, in whole or in part, without Our prior written consent. Such consent requires the prospective assignee, to be approved for residency by Us and a Sublet Permission Form or Lessee Addition/Release Form, as applicable, be completed and signed by all Parties to the lease. If a sublet, or lessee replacement is approved, You and any sublet or replacement lessee agree that the Bedroom and Unit are in good condition and accepted as is. Any damage not noted as a pre-existing condition on the original Move in Conditions Report, will be charged against the security deposit at move out. No painting, cleaning, or other make ready work will be undertaken in the Bedroom, Unit or

any part of the Unit prior to the new lessee's occupancy. Units are designated for Male or Female occupancy. You must be enrolled as a full-time student and provide documentation of student enrollment status. Co-ed occupancy is not permitted. Double occupancy of Bedrooms is not permitted.

Occasional guests are permitted, but occupancy is reserved for lessees only. Guests are not permitted to spend more than three (3) consecutive nights, or more than five (5) nights total in any one month period.

You shall not use or be permitted to use the Property, Unit or Bedroom for any unlawful purpose; nor shall You use the Property, Unit or Bedroom for any purpose or act in any way that will, in Our judgment, injure the reputation of the Property or disturb or annoy other residents of the Property or neighborhood. You agree that the Bedroom is to be occupied. Violation will be considered grounds for immediate termination of the lease agreement.

13. *Pets.* Pets are not permitted.

14. *Storage and Parking.* No personal belongings may be stored or kept in any common areas of the Property including the basement, laundry room or hallways. We reserve the right to dispose of any personal belongings left in common areas at any time, without notice. **Parking is reserved for You only. A valid parking permit is required. Vehicles without a properly displayed parking permit, those parked in the wrong space, or those parked illegally, will be towed, without warning, at owner's expense.** Information about the towing company used at the Property is available on signage posted in the parking area of the Property. We shall not be responsible for any vehicles towed. "Junk cars" as defined by Ohio Revised Code 4513.63 are not permitted on the Property.

15. *Furnishings.* This Unit is furnished and includes furniture provided by Us as listed below. You assume full responsibility for these items and agree to return them to us, at the end of the lease term, in as good as condition as when you received them, reasonable wear and tear excepted. You shall be responsible for all loss, breakage, or other damage to these furnished items in Your Bedroom. You will be jointly and severally responsible for all loss, breakage, or other damage to these furnished items in the common areas of the Unit.

Living Room (quantities/unit): 1 sofa, 1 chair, 1 coffee table, 1 end table, 1 entertainment center, 1 TV, 1 barstool/bedroom

Bedrooms (quantities/bedroom): 1 bed frame, 1 full XL mattress, 2 dressers, 1 desk, 1 desk chair

16. *Hold Harmless Notice and Acknowledgment.* You agree that We do not promise, warrant or guarantee the safety and security of You, Your guests, Your personal property, including vehicles, or Your guests' personal property against the negligent, reckless, or criminal actions of either You or third parties. In addition, We shall not be liable for any damages or injury to You, Your guests, Your personal property or Your guests' personal property, for injury to persons or property arising from theft or casualty, occurring in or about the Unit or Property. You agree to indemnify and hold Us harmless from all claims, costs, and expenses, arising from injury to persons or property, to You or Your guests, regardless of cause, unless the injury is due to Our reckless or intentional conduct.

You acknowledge and agree that We are not obligated to furnish security personnel or other security systems, including surveillance cameras and controlled access gates or fences. To the extent that such systems may exist, You acknowledge that no equipment or system guarantees a protection against crime. All such systems are subject to mechanical failure or malfunction, tampering, and human error. We have made no representation or warranty, expressed or implied, as to the overall safety of the Unit, Property, or neighborhood. **We have not promised or guaranteed, expressly or by implication, that the Unit, Property nor neighborhood will be free from crime.**

17. *Default.* This Lease is made upon the condition that You shall punctually and faithfully perform all of the terms, covenants, conditions, and agreements by You to be performed as set forth in this Lease Agreement. The following shall be deemed to be an event of default ("Default"): (a) Failure to pay any or all Rent Installments required to be paid by You under the Lease Agreement; (b) You fail to perform or observe any of the other covenants, agreements or conditions provided for in this Lease Agreement; (c) If You fail to take possession within ten (10) days after the Commencement Date of this Lease Agreement or shall fail to occupy the Bedroom for more than twenty (20) consecutive days without prior written

approval; (d) You file bankruptcy, You are forced into bankruptcy or a trusteeship, or You are adjudicated insolvent or if You avail Yourself of any other act relating to the subject of bankruptcy wherein You seek to be adjudicated bankrupt or be discharged of its debts or to effect a plan of liquidation, composition, or reorganization. If any of the insolvency proceedings such as, but not limited to those referred to in this Provision, are instituted against You, the Bedroom or Unit shall not become an asset of such proceedings. Any such act of bankruptcy shall automatically terminate any option to renew under the terms and conditions of this Lease Agreement; (e) You give false or incorrect answers on Your Rental Application; (f) You are arrested, convicted or given a deferred adjudication for a felony offense involving actual or potential harm to a person, or is adjudicated to be a sexual predator, sexual offender or habitual sexual offender; (g) You, or Your guests sell, consume, bring, or use at the Unit or within the Property, any illegal drugs; or (h) If an unauthorized pet/animal is discovered to be at or in the Unit.

18. Remedies. In the event of a Default We may, at Our sole option: (a) Terminate the Lease Agreement and take possession of the Bedroom. If You remain in possession of the Bedroom one (1) day after termination of this Lease Agreement, You shall be guilty of forcible detention of the Bedroom and subject to all conditions and provisions above named and, in addition to eviction and removal, forcible or otherwise, at any time thereafter; (b) Institute suit for collection of the Rent as it accrues pursuant to the terms of this Lease Agreement and damages including the cost of renovating the Bedroom without entering into possession of the Bedroom or canceling this Lease Agreement, whether or not You surrender the Bedroom to Us; (c) Retake possession of the Bedroom from You by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Us in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover the Bedroom, shall not be construed as an election to terminate this Lease Agreement whether or not such entry or re-entry be had or taken under summary proceedings or otherwise and shall not be deemed to have absolved or discharged You from any of its obligations or liabilities for the remainder of the Term. You shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the Rent and performance of all covenants and conditions and agreements by You to be performed and set forth in this Lease Agreement. You shall be liable to Us for the stipulated rental provided herein for the balance of the Term and any damages to the Bedroom or Unit, reasonable wear and tear excepted; all such payments shall immediately become due and payable to Us upon Your eviction from, or vacation of the Bedroom. You expressly release and agree to indemnify Us for any damage or loss to Bedroom, Unit or Property left by You, Your invitees, or guests in vacating, abandoning, or on termination of this Lease Agreement which You might or may have against Us and You agree to hold and save Us harmless of and from any and all claims with respect thereto.

19. Cumulative Remedies. All of the foregoing remedies are cumulative and are given without impairing any of Our rights or remedy whether said rights or remedies are stated herein or not. You agree that if You are in Default under this Lease Agreement, You will pay all costs, expenses and reasonable legal fees incurred by Us in connection with enforcing Your obligations under the Statute and under this Lease Agreement.

Every demand for performance hereunder shall have the same effect in law as if made at the time that such performance was due. The remedies provided to us anywhere in this Lease Agreement shall be cumulative and in addition to and do not limit or supersede any remedy at law or at equity otherwise available to Us.

20. Responsibility for Damage, Destruction and Property. We are not responsible for damages, destruction or losses to persons or property by any cause, including, but not limited to, the breaking of a pipe, damage caused by the elements, damage caused by malfunctioning of any heating, electrical or laundry equipment, or any cause whether similar or dissimilar to the foregoing beyond Our reasonable control, and You hereby release Us from all such liability. Any temporary interruption from any cause in any of the services provided by Us or any third party shall not be an eviction of You, nor shall You have any right to damages or an abatement of Rent as a result.

21. Insurance. You are required to maintain renter's insurance, including \$100,000 in liability coverage for the Unit, through the Term of this Lease Agreement. You must provide us a copy of the declaration page showing You have obtained such coverage. Failure to provide proof of qualifying insurance or maintain such insurance thereafter will result in a \$20 per Rent Installment fine.

22. *Damage/Destruction.* If the Bedroom, Unit or Property is damaged or destroyed, partially or totally, We may, at Our sole discretion, terminate this Lease Agreement. Your Rent will abate proportionally.

23. *Move Out Procedures.* At the end of the Term, You shall surrender the Bedroom, Unit and Property to Us in good, clean and sanitary condition, including all furnishings provided by Us for the Bedroom or Unit. You are responsible for the removal of all trash and personal possessions. Any items left by You will be considered abandoned property. You will be responsible for the costs of removal, storage and disposal of such items. After key return, We will conduct an inspection of the Bedroom and Unit including appliances, flooring, fixtures, furniture, balconies, storage units, any enclosed garage, and other items as applicable. Comparison will be made against the Move In Condition Report completed by You within seven (7) days of taking possession of the Bedroom. Due to volume, inspections are not scheduled with You. All keys, parking passes or other devices must be returned to Us at Our office. Charges for damage, cleaning, professional steam cleaning of carpets (as needed), rekeying, and other replacement charges as applicable, will be deducted from the security deposit. An itemized accounting of any deductions will be sent via US Mail to the forwarding address provided by You. Any balance due shall be paid within thirty (30) days.

24. *Finder's Fee/Commissions.* You agree that You have not used a broker, agent or "finder" to help You locate or rent this Bedroom. If You have used such a service, You agree You are responsible to pay any commissions or finder's fee this service may charge.

25. *Non-waiver.* The receipt by Us of any Rent, other sum of money, or other consideration paid by You after the termination of this Lease Agreement, after the giving by Us of any termination notice or after the initiation of any legal proceedings by Us against You, shall not reinstate, continue or extend this Lease Agreement or in any manner affect any other rights which We may have either in law or in equity as a result of Default by You. Our failure to require performance of any promise You make under this Lease Agreement at any time will not be deemed a waiver of Our right to require such performance thereafter.

26. *Notices and Place of Rent Payment.* All notices and payment of Rent to Us from You shall be delivered to Us at the address which We give you from time to time, which is initially **2718 Vine Street, Cincinnati, Ohio 45219.**

27. *You Shall Not Interfere.* You agree not to interfere with or modify, in any manner, the cooking, refrigerating, heating and cooling or lighting installations in or on the Bedroom, Unit or Property, except with respect to replacing light bulbs, which You shall replace at Your own expense. Mechanical equipment shall not be used for any purpose other than those for which it was constructed or installed. You agree to use no equipment whatsoever for space heating except the heating equipment provided by Us. Telephone installations, including both original equipment and any extensions or changes in location of service, shall be made at the expense of You, subject to approval by Us. You shall not erect additional wiring, or antennae for any type of radio or television reception.

28. *Satellite Dishes. Satellite dishes are not permitted.*

29. *Smoke and Other Detectors.* We shall furnish, at the inception of this Lease Agreement smoke detectors and any other detector as required by building or fire codes in effect at the time of the Lease Agreement, We will test detectors and provide working batteries at the inception of this Lease Agreement. During the term of this Lease Agreement, You shall pay for replacement of batteries as needed. We may replace dead or missing batteries at Your sole expense, which shall become Additional Rent, due and payable, with the next month's Rent Installment. You agree to immediately report smoke detector malfunctions to Us. Neither You nor anyone else may disable any detectors. If You disable any of Our detectors or fail to replace a dead battery, or fail to report malfunctions to Us, this shall constitute an event of Default under this Lease Agreement.

30. *Lease Renewal/Right of First Refusal.* The Lease Agreement for the Bedroom is only offered for a full Term, month to month tenancy is not an option. This Lease Agreement shall not renew on a month to month basis if You holdover. The Term ends at 12:00pm on the Expiration Date. All Bedrooms are considered available for lease at the end of the Term, unless renewed. Lease renewal may be offered at Our discretion and must be for the Term designated by Us. Bedrooms will be listed as available and shown to prospective residents no earlier than

October 1st. Should We receive a bona fide offer to lease Your Bedroom for the next Term, We will offer You the first right of refusal to renew the lease. This offer will remain open for 48 hours. Notice will be given to You by email or phone to the address or number You have provided. If You do not opt to renew during the 48 hour notice period, We will then lease the Bedroom and You will not be permitted to holdover or renew the specific Bedroom.

31. Holdover. If a renewal lease has not been executed and You have not vacated the Bedroom and Unit at the end of Term, a \$250 fee shall be assessed for each holdover day. Additionally We shall proceed with all remedies available under applicable law to recover possession of the Bedroom and Unit.

32. Indemnification; Subrogation. You agree, for Yourself, and to have Your insurer waive any right of subrogation of any claim You have against Us, Our employees, or agents. You agree to indemnify, defend and hold Us harmless from any and all losses, claims, demands, damages, liabilities, expenses, fines, or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or personal property, or damages to Your personal property however occurring, or arising out of or related to any breach of this Lease Agreement by You, Your invitees or guests. You shall also pay Us for all of Our attorney fees incurred in enforcing any obligation under this Provision.

33. Locks. No change or addition of locks is permitted. Keys or other means of access may not be given to individuals who are not party to this Lease Agreement. Charges for lockouts during regular business hours are \$50.00. After hours and weekend lockouts are \$100.00. Replacement Unit and/or Property keys can be purchased at Our office during regular business hours. The charge for traditional keys is \$5.00/set. The charge for replacement electronic access keys is \$50.00/key. Replacement of lost mailbox keys requires full lock set replacement. This is charged at \$45.00.

34. Rules and Regulations. The Property's Rules and Regulations are incorporated herein by reference. We may make changes to the Rules and Regulations at any time so long as the change applies to all Bedrooms and Units within the Property by posting modified Rules and Regulations on Our website. We will email You to notify You of the posted change. The said Rules and Regulations go into effect fourteen (14) days after We post them to Our website.

35. Miscellaneous. This Lease Agreement shall be binding upon and shall inure to the benefit of You and Us and Our respective heirs, legal representatives, successors and assigns. No alteration of the terms or conditions of this Lease Agreement or oral agreements shall be valid unless in writing hereon and initialed by all affected Parties.

LEASE AMMENDMENTS: _____

Resident Initials: _____

Approving Manager: _____

IN WITNESS WHEREOF the parties hereto have set their hands and acknowledge the foregoing information...

RESIDENT(S):

Resident Signature

Resident Printed Name

Date

UPTOWN RENTAL PROPERTIES, LLC:

Owner's Agent Signature

Owner's Agent Printed Name

Date

PARKING POLICY

**All parking is reserved for the Term and sold on a first come first served basis.
Parking cannot be held without full payment.**

Cost/Space: Single Space \$ _____ Tandem Space \$ _____ Garage \$ _____ Carport \$ _____

Property Parking Limitations: _____

Should you opt to purchase a parking pass, you agree to the following rules and regulations:

Any vehicle without a valid parking pass **WILL BE TOWED**. If you allow a different vehicle (rental car, guest's car, etc.) to park in your designated space without your pass, it **WILL BE TOWED**.

Any vehicle parked in the wrong parking space **WILL BE TOWED**. If an unauthorized vehicle is parked in your designated space, call J&F Garage to have the vehicle towed. Do not park in an alternate space as your vehicle will be subject to tow.

A valid parking pass must be hanging from rearview mirror, facing outwards, and be **VISIBLE** at all times in order to avoid towing.

J&F Garage is a separate company contracted by Us. They charge a minimum of \$110 in cash to regain towed vehicle and you must have your driver's license to retrieve the car.

We do **NOT** profit from towing cars.

We do NOT reimburse towing fees under any circumstances.

I understand full payment is required to reserve any of the parking options listed above. I understand that parking is sold on a first come first served basis and while it may be available today, future availability is not guaranteed.

Resident Signature

Resident Printed Name

Date

UNIT REQUESTS

Unit Type: _____ Unfurnished Furnished

You are signing a reserved lease for a Bedroom and Unit Type. You understand You may not have a specific Bedroom or Unit assignment until May 31st. Your requests are outlined below. Additionally, You understand that if the unit and bedroom are currently occupied, unit availability may not be guaranteed for up to 48 hours, pending renewal confirmation of the current resident

Floor Level: 1st 2nd 3rd 4th 5th

Bedroom: Bedroom A Bedroom B Bedroom C Bedroom D

Additional Requests: _____

I have no specific unit requests and understand I may not be assigned to the apartment I saw on the showing.

Resident Signature

Resident Printed Name

Date

ROOMMATE REQUESTS

You request assignment to a Bedroom in a Unit with the roommates listed below. You understand You may not have specific roommate assignments until all bedrooms have been filled and/or July 31st, whichever comes first.

Requested Roommate's Full Name: _____

Requested Roommate's Full Name: _____

Requested Roommate's Full Name: _____

I have no specific roommate requests and understand I will be placed in a Unit with other students I may or may not know.

Resident Signature

Resident Printed Name

Date

RULES AND REGULATIONS

These rules and regulations are incorporated into this Lease Agreement. Violation may be considered a Default by You, and may result in fines or termination of this Lease Agreement.

- 1.** You are responsible for:
 - a. Plunging Your toilet
 - b. Changing the batteries in Your smoke detector
 - c. Changing the batteries in Your garage door opener
 - d. Changing the light bulbs inside Your Bedroom and Unit

- 2.** Smoking is prohibited in Your Bedroom and Unit, in shared common interior areas of the Property, and within twenty (20) feet of any entrance to the Property.

- 3.** All sidewalks, corridors, stairwells, passage ways, storage areas, laundry rooms, and any other common area of the Property must be kept free and clear at all times. Items left in these areas may be discarded without warning. A \$50 fine per incident will be assessed for violation.

- 4.** Balconies and patios must be kept clean and orderly. They may not be used for storage or drying of clothes. No trash may be kept on balconies or patios at any time, and only patio style furniture is permitted. Any item coming off a balcony is strictly prohibited, regardless of intent or whether the item was thrown or falls. Violation may result in a \$500 fine.

- 5.** Conduct that unreasonably interferes with the peaceful enjoyment of other residents in the Property is prohibited. This includes, but is not limited to, offensive odors of any kind and excessive noise from persons, music, gaming, televisions or other sources. Occasional guests are permitted. You are responsible for Your behavior and the behavior of Your guests at all times. Guests may not spend more than three (3) consecutive nights or more than five (5) nights total in any one month period. Guests must abide by the rules and regulations under this lease. Unit Occupancy may not exceed these limits at any time: 3 Bedrooms: 10 people, 4 Bedrooms: 15 people.

- 6.** Pets are prohibited.

- 7.** Possession and consumption of alcoholic beverages must be in compliance with all federal, state, and local laws. Kegs and open containers of alcohol of any type are not permitted in any common area of the Property. It is illegal to use or possess illegal drugs or controlled substances in any area of the Property.

- 8.** Clubhouses, fitness rooms, and other property amenities are reserved for exclusive use by residents and their guests. The following rules regulate use of these facilities:
 - a. The Clubhouse is a smoke free facility.
 - b. Guests must be accompanied by a resident at all times.
 - c. Residents and their guests must comply with posted clubhouse and fitness center rules.
 - d. No pets are permitted in the clubhouse or fitness center.
 - e. Clubhouse doors may not be propped open.
 - f. No furnishings, appliances, or equipment may be removed from the clubhouse, fitness center, or other common or amenity areas.
 - g. All trash must be disposed of in appropriate containers.
 - h. Management may suspend or deny access to the clubhouse, fitness center or other amenity areas if a resident's account is more than ten (10) days past due, or if a resident or his/her guest fail to comply with facility rules and regulations.

- 9.** Fire Safety: The sounding of a fire alarm should be taken seriously. You should call 911 immediately in the event of a fire emergency. Smoke detectors in good working order, and a fire extinguisher located under the kitchen sink, are furnished in each Unit. The intentional sounding of a fire alarm or tampering with fire extinguishers, sprinkler systems or other safety devices will be considered a Default by You under this Lease Agreement, as well as a criminal offense. In addition, You will be responsible for all costs associated with damage to the Unit or Property and restoring of any fire or safety systems.

10. Gas and charcoal grills are prohibited unless You received specific written instructions to the contrary. If Your Property permits the use of grills, You assume all risk and responsibility associated with the use and operation of the equipment. It is illegal to store liquid propane tanks, regardless of whether they contain any liquid propane, in the Unit, in any storage area of the Unit, or on the Property. You shall receive a fine of \$500.00 per occurrence for a violation of this provision. Open heating element or open flame devices are prohibited.

11. No alterations to the Unit, including painting, may be done without Our prior written consent. All decorations should be of a temporary nature and not permanently damage walls or other surfaces. Costs to restore the Unit, whether alteration is permitted or not, may be charged to Your account.

12. Solicitation or distribution of materials is prohibited. You may not post signs or notices in any portion of the Property without Our prior consent.

13. Mailboxes must be labeled with the names of all residents occupying the Unit. Package delivery should be scheduled for Your Unit address, not Our office. We encourage You to obtain the appropriate insurance and request signature for all packages delivered to Your Unit. If You do have packages delivered to Our office, You do so at Your own risk. We will accept no more than five (5) deliveries per month. We assume no responsibility for loss, damage, or theft of packages delivered to Your address or to Our office. You agree to release, hold harmless, and indemnify Us from any and all liability for negligence resulting in any loss or damage to any packages held by Us. We will not notify You of package delivery. You are responsible for tracking Your own delivery. Packages not picked up within seven (7) days will be returned to sender.

14. Keys may be picked up at the time designated by Us, during regular business hours, on the Commencement Date of this Lease Agreement. Upon termination of the Term, keys must be returned by 12:00pm. Any exceptions must be approved by Us in writing.

15. Complaints should be brought to the attention of the property manager. All complaints will be investigated for merit. Residents found to be in violation of the rules and regulations will be addressed as follows. We reserve the right to consider the violation a Default under the Lease Agreement should the severity of the violation warrant a more severe response.

- a. First Offense: Written notice of the violation and assessment of fines as applicable.
- b. Second Offense: Final written notice of the violation and assessment of fines as applicable.
- c. Third Offense: 30 Day Notice to Vacate the Unit and assessment of fines as applicable.

Should eviction action be taken, You will be responsible for all costs associated with such action. In addition, You will be obligated for all payments due under the lease agreement until the Unit is relet or the Term expires.

1. When Is Rent Due? The first installment of Rent is due when you pick up keys. Future Rent Installments are due on the first of the month, and considered late after the third (3rd) of the month.

2. What Happens If Rent Is Late? You will owe a ten (10%) percent late fee in addition to the Rent if Rent is three (3) or more days late. If Rent remains unpaid and an eviction is filed, You will owe the additional costs and charges We incur as a result of your late payment.

3. What Types Of Payment Are Accepted? Payment may be made by check or credit card through our website (fees may apply), or by check, money order, or certified check. We do not accept cash.

4. What Happens With My Security Deposit? The security deposit is held until the end of the term. The security deposit can never be applied to Rent or other charges you may accrue during the Term. Once You vacate, the Unit will be inspected and the security deposit refunded, less any necessary deductions. You are individually responsible for damages in your Bedroom and share responsibility with the other residents of the Unit for damages in the common areas.

5. What Kind Of Notice Is Required At The End Of The Lease Term? Written notice must be given a minimum of thirty (30) days prior to the end of the Term to avoid additional charges. Should notice exceed 30 days, it does not alter the end of the Term.

6. Can I Renew My Lease? Leases can be renewed for a full Term only. Month to month, or short term leases are not offered. If You do not renew your lease, the Bedroom will be considered available for lease at the end of the Term, and shown to prospective residents. If someone is interested in signing a lease for the Bedroom, You will still have the opportunity to renew within 48hours, before a new lease is accepted.

7. Can I Break The Lease If My Life Situation Changes? Except for Military Change of Station Orders, you may not terminate your Lease Agreement early for any reason. Should You do so, You are still responsible for the balance of Rent through the end of the Term, plus turnover and other expenses. If You absolutely must break Your Lease Agreement, You should notify Us immediately. We will make every effort to lease the Bedroom to another resident to minimize the potential costs to You.

8. How Do I Request Maintenance? You should notify us of any maintenance problem right away. Your request for maintenance indicates Your authorization to enter the Unit, whether or not You are home. Other than emergencies, all maintenance requests are handled during normal business hours. Maintenance requests can be phoned into our main number or submitted online. Please refer to the maintenance information sheet in your move in packet for detailed instructions.

9. What Happens If I'm Locked Out? During regular business hours, the lock out charge is \$50.00, or You can stop in the office to purchase an additional set of keys for \$5.00. After hours and weekend lock outs are \$100.00. No change or addition of locks is permitted. You should always contact Us, not a locksmith, to take care of lock outs.

10. What Is The Parking Policy? Parking is available to residents only and reserved by specific space number. A valid parking permit and signed parking agreement are required. Any vehicle parked in an illegal zone, the wrong space, or without a valid permit displayed, will be towed at owner's expense without warning. Simply purchasing a reserved space does not alter these requirements.

11. Can I Have A Pet? Pets are not permitted in your Unit.

12. Can I Paint And/Or Decorate My Apartment? You may not paint or make alterations, including wallpaper or borders, without Our written consent. Any decoration should be temporary in nature. Small nail holes to hang pictures, window coverings, or other decorations are permitted. Permanent damage to walls or other surfaces will be charged to You, even if the alteration was approved by Us.

13. How Do I Get Mail? We will provide a label on your mailbox with the names of all lease holders occupying the Unit. The US Postal Service will deliver mail directly to that mailbox. Make sure to set up a change of address with the US Postal Service.