

# 109 FRANK ST. DAYTON, OHIO 45409

## JIMMY'S STUDENT RENTALS

4083 Dogwood Trail | Kettering, Ohio 45429 | (937) 603-6019

Jimmy May

This lease agreement was made on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between JAMES B. MAY JR herein called "**Landlord/Lessor**", and all Lessees signing this lease document. **Landlord/Lessor** hereby agrees to lease to **Lessees** the real property located at 117 Jasper Street in the City of Dayton, County of Montgomery, and State of Ohio. This lease shall commence on the 21st day of August, 2024 (move in day), and end on May 07, 2025 (move out day).

### 1. Lease Payments

**Lessees** hereby agree to pay to **Landlord/Lessor** in advance as lease payments for said premises, a total amount of \$50,000.00 (\$5,000.00 per semester x 2 semesters x 5 students). The first installment will be due on July 1st, 2024 (Fall Semester Lease Payment) and the second on December 1st, 2024 (Winter Semester Lease Payment). You will receive a reminder letter approximately 30 days before the payments are due.

**Lease payments shall be made payable to James B. May J. and sent via mail at Lessee's risk to: 4083 Dogwood Trail, Kettering, Ohio 45429.** Any lease payments lost in the mail will be treated as if unpaid and late until received by **Landlord/Lessor**. Any notices required by this agreement shall be in writing and signed. Any notices must be mailed by certified mail or delivered in person.

### 2. Late Charges

**ANY LEASE PAYMENT NOT RECEIVED** by July 1st, 2024 (for Fall Semester), or December 1st, 2024 (for Winter Semester) will incur a late charge of \$10.00 per day until payment has been paid in full. This late charge fee is not negotiable. Also, no keys will be disbursed until all August lease payments have 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 **forty dollar (\$40.00)** 'Bad-Check Service Fee'.

### 4. Security Deposit

Landlord acknowledges receipt of x four **Lessees**, 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 it be applied to back or future lease payments. After move 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, etc., will then be returned to **Lessees** along with a written explanation of any deductions. The deposit refund will be mailed 30 days after **Lessee/s** have vacated the premises, returned keys to **Landlord**, and all other terms of this contract have been met.

### 5. Cleaning Fee

**Lessees** hereby agrees to accept the property in its present state of cleanliness. **Lessees** agree to return the property in this same state of cleanliness or to pay up to \$100.00 dollars per person (\$100.00 x 5 = \$500.00), 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. Violations shall result in a \$100.00 fine per occurrence for residents and/or their guests. Any evidence of smoking is sufficient cause to initiate the \$100.00 fee charge. Charge will be to the house residents. A **LVN (Lease Violation Notice)** may also be issued.

## 7. Pets

Landlord will permit no pets, of any kind, to be harbored on said premises, at any time during tenancy. A \$100.00 per incident fee will be charged to the **Lessee** found responsible for bringing the pet onto the premises. **Landlord** encountering any pets, or evidence of pets, on the premises is sufficient cause to initiate the \$100.00 fee charge. Charge will be to the house residents. A **LVN** may also be issued.

## 8. Non-assignment of Lease Agreement

The premise shall be used and occupied only by **Lessees** signing this lease. The property is to be used for no purposes other than as a residence. No business may be operated from this address. The property is not to be sublet nor may this lease be 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 **Lessee/s** will promptly (within one week of move in) place the electric and natural gas utilities accounts into their names and then pay all gas and electric usage charges during the period of this lease in a timely manner. **Lessees** specifically authorize **Landlord/ Lessor** to deduct 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 per month handling charge for each utility bill that is received, by Jimmy's Student Rentals as a result of student negligence in getting accounts transferred.

## 10. Premises

**Lessees** will attach nothing to any part of the building, 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 rents 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 will be made to 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 this 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. A **LVN** may also be issued.

If the premises are partially destroyed by fire or other casualty, repairs shall be made by the **Landlord/Lessor** as quickly as reasonably possible. In the case the damage shall be so extensive as to render the premises uninhabitable, the lease shall abate until the premises are repaired. However, should the building of which these premises herewith be destroyed by fire or other casualty, and **Landlord/Lessor** decides not to rebuild,

or said building is partially destroyed or damaged 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 or 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.

**Lessor** recommends that all **Lessees** purchase and maintain **Renter's Insurance**—at their own expense—sufficient to protect themselves and their property from fire, theft, burglary, breakage, etc. and should include liability and property damage coverage. **Landlord/Lessor** will not be liable for any loss to **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 Sveral Liability

All parties, signators 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 assignee may select any one or more as the object of his 13 suit.

### 14. Agreements

(a) **Lessees** agree to cooperate with **Landlord** in showing property to prospective **Lessees**, prior to termination of occupancy.

(b) **Lessees** must take affirmative action to insure that nothing is done in, or with, the property which might place the **Landlord/Lessor** in violation of applicable building, housing and or health codes.

(c) **Lessees** must also take affirmative action to insure that they conduct themselves and their friends and family in a reasonable and responsible manner that does not disturb other neighborhood residents.

(d) **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**.

(e) 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. The following are **Landlord's** items currently located at said premises: beds, dressers, computer tables, chairs, couch, coffee table, end tables, televisions and all appliances.

(f) Other than Termite control, the **Landlord SHALL NOT** be held responsible for pest control.

(g) If any clause in this agreement shall be determined invalid, then this shall not invalidate the other terms of this agreement.

(h) No additional locks will be installed on any door without the written permission of **Landlord**.

(i) **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**.

(j) **Lessees** shall not display any signs, exterior lights, or markings of any kind. No awnings or other projections shall be attached to the outside of building.

(k) **No combustible materials** shall be placed in basement.

(l) No nails, screws or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets maybe placed on walls, woodwork, or any part of premises. Wall hangings must be attached using "push pins" only.

(m) **Lessees** agree to notify **Landlord** immediately if roof leaks, water spots appear on ceiling or any other interior surface. (n) **Lessees** should provide **Landlord** with the name of the primary student contact for this property prior to move in. This person will be the liaison between **Landlord** and the **Lessees**.

(o) **Landlord** reserves the right to enter the premises at reasonable times to inspect, make necessary repairs, provide services or show the property to prospective **Lessees**, purchasers, etc.

(p) 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 hereby 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 rents and deposits. Signature by the **Lessees** on this **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 acceptable behavior, contain the entire agreement between the parties hereto 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 2024.

\_\_\_\_\_  
**Lessor** (Please Print Name Here)

\_\_\_\_\_  
 (Signature Here Please)

\_\_\_\_\_  
**Lessor** (Please Print Name Here)

\_\_\_\_\_  
 (Signature Here Please)

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**Lessor** (Please Print Name Here)

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 (Signature Here Please)

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**Lessor** (Please Print Name Here)

\_\_\_\_\_  
 (Signature Here Please)

### Payment Schedule

Security Deposit: Due at Lease Signing—\$2,500.00 (\$500.00 x 5 Students)

Fall Lease Payment: Due July 1st, 2024—\$50,000.00 (\$5,000.00 x 5 Students)

Winter Lease Payment: Due by December 1st, 2024—\$50,000.00 (\$5,000.00 x 5 Students)

# LEASE ADDENDUM

## On Behavior

**NOTE: All Jimmy's Student 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. Please 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** will result in a Lease Violation Notice (LVN) being sent to you and to your parents. The first **LVN is a \$200 fine**. The second **LVN is a \$400 fine**, and the third **LVN is a \$600 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. 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 a **LVN**.
- 2. No "drinking" games are permitted** on Jimmy's Student Rental properties as per UD Student Handbook (Relatively new to the handbook). Violations may result in a **LVN**.
- 3. The maximum occupancy limit for your house is 12 persons.** Violations will result in a **LVN**
- 4. This house and the immediate area around the house are smoke-free.** Violations shall result in a \$100.00 fine per occurrence for residents and/or their guests and may also result in a **LVN**.
- 5. Do not tamper with smoke detectors.** Violations will result in a \$50 fine for each smoke detector found to be compromised. Call us if detectors are chirping, that means they need batteries, and we will replace them for you.
- 6. Do not climb out through windows onto house roofs.** There will be a \$50.00 fine per person and may result in a **LVN** issued to the house for anyone found violating this rule.
- 7. All units, interior and exterior including parking lots are pet-free.** Violations shall result in a \$100 fine per occurrence for residents and/or their guests and may result in a **LVN**.
- 8. 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 Jimmy's Student Rentals.
- 9. All garbage must be disposed of regularly in the approved trash bins provided** (Trash pickup is on Tuesday 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 \$25 fine per occurrence. This will be enforced!
- 10. Do not remove plastic covers from mattresses.** They are intended to keep the mattresses clean and sanitary for future tenants.
- 11. No party trash or other waste is be left in the yard or around the house.** A \$25 fine will levied EACH time we or your neighbors have to clean up ANYTHING after 9:00 am. Anything includes beer bottles, soda pop containers, shoes, newspapers more than one day old, etc.
- 12. Do not leave windows open as it invites stray cats, bugs, homeless people and thieves.**
- 13. No items are to be kept outside on the porches, patios, or around the house.** This includes swimming pools, furniture (other than plastic chairs, etc.), bicycles, pets, wood, flags, or any other items that detract from the appearance of the neighborhood.

**14. You are not to draw on or paint on any walls inside or outside the house.** Any wall hangings are to be hung with "push pins" or very small nails. You are not to use tape, gum or other adhesive devices or products. Violations will result in a charge of \$50 for each hole or other damage to the walls. Walls are not bulletin boards and should not be treated as such.

**15. No dart boards are permitted** without prior approval and the use of approved backer boards.

**16. Flush only toilet paper down commodes,** no tampons, paper towels, etc.

**17. Always run disposal with cold running water** before placing any food waste in disposal. Also, never empty grease from pans or skillets in the disposal as it will clog the drains.

**18. Do not use more than 60 watt bulbs in any lighting fixtures.** You are responsible for replacing any burned out light bulbs; however we will replace light bulbs in the high ceiling fixtures if we are requested to do so.

**19. Do not bring any flammable liquids into the house.** No exceptions.

**20. Please do not overload the washer or dryer** and please empty the lint trap after every load. This will help keep your electric bill reasonable, shorten drying time and extend the life of the dryer.

**21. Replace furnace filters every month or two.** These are older homes and therefore they can be very dusty. New filters keep the air healthier and they improve the efficiency of the furnace or central air systems and they reduce operating cost.

**22. Normal water bills** (including sewer and waste collection) run under \$180.00 per period (3 Months). If water bills exceed the \$180.00 amount, you should evaluate your water usage. Make sure that toilets are not left running, faucets not left leaking inside or out, etc. Excessive water bills may lead to students being billed for excessive usage.

**23. As the leasing tenants,** you are responsible for the actions and behaviors of all your guests and for any damage they do this property or any neighbor's property.

**24. Please do not give any money or other items** to panhandlers or other solicitors. Word spreads quickly with the homeless. Giving to one is an invitation to others. Besides, giving to the homeless does not help them; it only helps perpetuate a life style that is bad for everyone.

**25. Please keep your vehicles locked at all times** and do not leave valuables in plain sight.

**PARENTS AND/OR UNIVERSITY OFFICIALS MAY BE CONTACTED FOR VIOLATIONS OF ANY OF THE ABOVE RULES. CONTINUOUS VIOLATIONS MAY BE CAUSE FOR EVICTION OF OCCUPANTS.**

**ALL ACTS OF VIOLENCE TO OTHERS OR TO THE PROPERTY WILL BE REPORTED IMMEDIATELY AND WILL RESULT IN AN LVN.**