

U.D. House Rental Contract Tays Rentals LLC

Rental Address: _____ . Dayton , Ohio 45409

This agreement for the rental of the above property, is made in Dayton Ohio, by and between **Larry M. Tays** , here in after referred to as the “Owner”, and/or “Landlord”, and the following named individuals, here in referred to solely and jointly as the “Tenant(s)” and/or students. The Owner hereby rents to Tenants for housing, the above address starting on the ___ day of **August** and ending on the **The last day of exams in May, @ 6:pm** . In consideration of and by signing this lease, Each Tenant agrees to pay the sum of \$ _____ house rent for each semester first and second semester. If a Tenant is only going to be attending school for one semester that Tenant agrees to pay the amount above for that semester only and that Tenants name will be noted on the lease for one semester.

Rent : The first semester rent is due on **August 1, 20** . The second semester rent is due on **December 1, 20** . **There will be a late charge of \$ 50.00 for any payment received after the due date** this late charge fee is not negotiable. **It is the Tenants responsibility jointly to fill any vacancies throughout this contract term. Each of the Tenants is responsible to see that the first semester house rent is paid in full before any Tenants can move in.** If the first semester rent is not paid according to the above terms, this will not cancel out the monetary obligation of this lease and Tenants could lose the rental house and their security deposits.

Security Deposit : The Tenants shall make a deposit in the amount of **\$ 600.00** dollars each upon signing the lease as a security on the property. This money will be held by the Owner until the termination of this Rental Agreement and the premises has been vacated by the Tenants. This Security Deposit shall be used in whole or in part to pay for any damages to the property and/or to pay for any charges that are outstanding at the termination of the Rental Agreement. **Security deposit will not be returned if Tenant backs out before school starts or moves before school term is ended. If a Tenant backs out of this lease it is his responsibility to find a replacement or Tenant will be responsible for one semester's rent.** The Security Deposit must remain fully funded at the above dollar amount to secure household items and all charges damage related. Upon termination of this agreement, at the Owners discretion, an inspection review of the property and leased contents will take place. Any damages, repairs, or cleaning will be assessed and funds from the security deposit applied. All excess security deposit funds will be returned to the Tenants after any deductions within (30) days of vacating the premises. The application of the security Deposit shall not prevent the Owner from his full legal actions against the Tenants, for any damages or charges exceeding the Security Deposit and Landlord will file a police report with U.D. Police which can hold up graduation until restitution is paid.

Termination Date Of Agreement : Before vacating the Tenants are responsible for cleaning all inside and outside areas including the refrigerator, stovetop, oven, bathrooms, bathtubs, showers, sinks, toilets, cupboards and general cleaning of all rooms including closets. All litter and garbage must be removed from the premises and placed in trash containers in the alley trash pickup area if trash containers are full then place around the containers. All carpet areas must be vacuumed. All vinyl floors must be moped and disinfected. All rooms arranged as found when Tenants took occupancy. If any of the above is not done then Owner will charge Tenants for any cleaning or task. All keys shall be collected and returned to Owner or Agent. If all keys are not returned there will be a **\$100** charge to re-key all property locks

Cancellation : If a group for any reason changes their mind after signing this lease and wants to back out they understand they will forfeit all their deposits. If for any reason a Tenant changes their mind or is not going to be able to honor this lease and needs to be removed from the lease they shall forfeit all of their deposit and it is up to that Tenant and the remaining Tenants on the lease to fill that vacancy to the original number and any replacement ! new Tenants will have to pay a deposit also. If Tenants cannot find a replacement Tenants agrees to be responsible to pay Landlord rent amount owed or Landlord will have the right to take Tenant to Court for said amount.

Rules & LVN : *Please reference student handbook on { Off Campus Standards of Behavior }*

LVN : 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 LVN fines range anywhere from \$200 up to a \$600 fine depending on the behavior and or violations , unless noted after that we may choose to evict you. If the police are called to your residence for any reason other than a crime against you or the property, more than several times we may also choose to evict.

(1) : There shall be no person sleeping or temporarily living in the house or within the borders of the property at any time other than the individuals named in the lease agreement. There shall be no permission to sublet given or implied or use of any section of the property, including all appliances, furniture or storage space, to anyone other than the individuals named in the lease agreement. Violation will result in automatic forfeiture of all prepaid rent and security deposits and all Tenants and occupants will be immediately evicted for breaking the lease. Tenants shall be responsible for maintaining the property in the same condition as when they took possession. Tenants shall return the property to the Owner at the termination of the Rental Agreement in the same condition as they received it, minus any ordinary wear and tear. **Tenants shall be responsible for all damages to the property caused by their willful acts or negligence, or all damages caused by the willful acts or negligence of guest and invitees.** Tenants have inspected the property and examined it and know the repaired and good condition of the premises and will receive the same in good order and repair. Owners and their agents shall not be liable for any personal or property damage suffered by any of the Tenants, their guest, or their invitees, caused by the condition of the premises now or hereafter of any kind upon or about the building or the premises. The Owner shall not be liable for any personal property damage caused by water, snow, or ice being on, or coming upon the property, nor for any damage arising from acts of negligence of other persons coming onto the property or from Owners or occupants of adjoining properties. Tenants are urged to have and are solely responsible for any personal renters insurance on their belongings or on themselves.

(2) : Tenants shall maintain order in and around the residence and shall not make or permit to be made any improper, loud or raucous noises which may interfere with nearby residences or constituting a nuisance in the neighborhood violating may cause complaints to be filed with the University and/or the City of Dayton by your neighbors and could cause the number of students in the house to be reduced. Noise compliant shall also result in a LVN fine.

(3) : **Occupancy Limit :** The maximum occupancy limit for your house is (18) . These limits have been developed based on the recommendations of a structural engineer. Tenants must manage the number of people inside the structure at all times and it is students responsibility to remove guest over the limits. Failure to comply will result is a LVN fine and/or Eviction. Students will be held accountable for failure to comply with occupancy limits. They also will be held financially responsible for any damage that might occur

(4) : Tenants or guest cannot paint the inside or outside of house this will result in a \$600 immediate house fine and also the amount to repaint will be deducted from your security deposit.

(5) : Tenants and their guest must comply with all city ordinances and laws and the directions of the proper public officers. At no time shall the Tenants or their guest be permitted any unlawful acts or permit the property to be used for any unlawful purpose or in any way as to injure the reputation of the property or of the Owner. Tenants and their guest are not permitted to climb out through windows onto house rooftops No standing, sitting, laying or sunbathing on rooftops. If Tenants or their guest do not comply, they are responsible for all resulting damages and a LVN fine. In addition, per City Ordinance, no upholstered furniture is to be permitted outside in the yard or on the porches except metal or plastic lawn furniture in good repair and is a violation of City Ordinances. Also no furniture that belongs to Owner is to be used outside. Any warnings received by Owner for non conforming furniture placed outside on property will result in a LVN fine.

(6) Tenants will keep the property in a clean and safe and healthy condition. Tenants agree to keep the property and all outside areas, yard, porches etc. clean from all bottles & caps, cans & pull tabs, cigarette butts , broken glass, papers, garbage etc. it is the Tenants responsibility to keep the yard cleaned up so that Landlord can mow the grass. Failure to maintain the property in regards to trash is a violation of City Ordinances . Any notices from the Owner or received from the City Of Dayton regarding trash in the yard or around the property will automatically carry a LVN fine And the University can also fine each person living in the house also. This will be Enforced . There will be no signs or banners permanently attached to the house or surroundings and no tents allowed to be set up on the property or attached to the property. No swimming pools allowed on the property and no fire pits or bonfires violations carry a LVN fine and Tenants will be responsible for any and all damages to the yard and or property on top of the fine. Violation of these rules can at Landlords discretion, void the lease and can result in Tenants being evicted.

(7) The Owner or his contractors maintain the right to enter and inspect the property and to make all repairs with notice to tenants. All homes must remain clean and sanitary at all times. If a home is not deemed to be clean and sanitary by the Landlord and/or his contractors, the Landlord may arrange for a cleaning service to clean the home. The charge for the cleaning service will be paid by tenants.

(8) No Hover Boards & No Beer Kegs are permitted on the premises. This is a University of Dayton rule and applies to off campus housing, as well. Violations will result in a LVN.

(9) Do not tamper with smoke detectors. Violations will result in a \$100 fine for each smoke detector found to be disabled or compromised. Call Landlord if smoke detectors are chirping this means they need the batteries replaced.

(10) Our homes are Smoke Free. Violations shall result in a LVN. If you need to you can smoke outside only! But please use a butt bucket to dispose of cigarette butts. Throwing cigarette or cigar butts in yard by Tenants or guest is a Violation and still subject to a LVN fine.

(11) Utilities : Gas , Electric , Water & Trash will be paid by Landlord. Any other utilities such as phone, cable and Internet service are Tenants responsibility and will be in Tenants name and paid by Tenants.

(12) Do not overload the washer & dryer this will cause damage to them and you will be charged for the repairs. Always empty the lint trap after each and every use on dryer to prevent overheating and maybe a fire.

(13) Trash collection is provided by the City Of Dayton. Trash pickup is every Thursday and Tenants are responsible for the removal of all trash, and any unwanted items and debris from in and around the property, be it created by them, their guest, or from unknown cause. This includes but is not limited to any trash, bottles, cans or paper. All trash and debris must be placed in the trash containers provided and moved by the Tenants to the pickup point for collection in the alley behind the rental property. **Be aware that City Of Dayton / U.D. inspectors / and the Landlord do monitor this and all rentals with drive by inspections. All have the right to issue fines for trash and debris to each Tenant. Tenants are hereby given notice and agree to pay the Owner any and all fines and charges that are against the property by the City Of Dayton for this or any other action incurred during or on account of their occupancy of the premises. In addition, Tenants are also responsible for the removal of and/or personal damages caused by all snow and ice coming onto the property, walkways, porches and any sidewalks Landlord will furnish a snow shovel to each rental unit. Owner takes care of yard mowing.**

(14) Toilets & Sewer : Nothing is to be flushed down toilets except toilet paper ! This means no tampons, no feminine products what so ever, no facial wipes, no butt wipes etc. These things will not dissolve and will back up the sewer lines causing sewage to back up into the house. If it is found after a backup these things stopped up the sewer line then the total cost will be the responsibility of the tenants for the cleanup and the drain cleaning cost.

(15) Animals & Pets : Pets or animals of any kind, or size are strictly forbidden. If any animal of any type, size or kind is found by the Owner or his Agent, anywhere on the property, including in the house or housed outside or attached to the property in any way, there will be an automatic LVN fine of **\$ 200.00 dollars. This includes pet sitting, or temporary boarding of any animal or animals just visiting with guest. If the animals have not been removed within a (24) hour period after discovery, all Tenants will receive an eviction to vacate notification and all rents and security deposits will be forfeited.**

(16) Basement : Normal Tenants storage is allowed in the basement areas. **None of Owners furniture is allowed to be put down in basement for storage or otherwise by Tenants. No Throwing glass bottles and breaking them on basement walls will result in immediate LVN Fine and could result in Immediate Eviction !!!**

(17) Household : House does come furnished with beds , dressers, dining table & chairs, living room furniture, 55 inch TV etc. so please do not bring your own furniture cause there is no place to store ours. Owner does not provide dishes, pots, pans, cooking utensils or other kitchen or cooking items. Owner does not provide linens, shower curtains, vacuum cleaners, light bulbs, cleaning tools or carpet cleaners. No water beds will be allowed. If Tenants move any furniture around it must be put back where it was before move – out if owner has to move furniture back you will all be charged. If Tenants take any of Owners bed frames apart and store they must put back together before move out if Owner has to do this you will all be charged.

(18) Pest Control : Rental property has been inspected and treated as needed and is bug free at time of move in. If any infestation occurs including bed bugs after you take possession of rental property then the cost for those treatments will be subtracted from your security deposit to pay for treatments as necessary to remove the pest.

PARENTS AND/OR THE UNIVERSITY OFFICIALS MAY BE CONTACTED FOR VIOLATIONS OF ANY OF THE ABOVE RULES; CONTINUOUS VIOLATIONS MAY BE CAUSE FOR EVICTION OF TENANTS. ALL ACTS OF VIOLENCE TO OTHERS OR TO THE PROPERTY WILL BE REPORTED TO UNIVERSITY FACULTY IMMEDIATELY AND WILL RESULT IN A LVN AND COULD RESULT IN EVICTION OF ONE OR ALL TENANTS.

WE DO RECEIVE REQUEST FOR RENTAL AND EMPLOYMENT REFERENCES. SO IN ORDER TO RECEIVE THE BEST REFERENCE FROM US; PLEASE BE SURE TO FOLLOW THE ABOVE RULES. AGAIN, WE EXPECT YOU TO BEHAVE AS YOU WOULD IN YOUR PARENTS HOME.

The Owner will provide a refrigerator, stove, oven, dishwasher, washer & dryer each in good working order & a step ladder & snow shovel for tenant(s) use. Owner will provide house furniture, beds & TV. Please do not bring your own furniture there is no place to store ours.

Heaters of any kind including but not limited to kerosene, electric, or gas, are strictly forbidden within the property and are a violation of the Fire Department Code as well as the Owners fire insurance policy. There shall not be vehicles of any kind allowed in the confines of the property, and no scooters in the house. The Owner reserves the right to remove any object which may obstruct the entrance or exits ways and objects that may cause damage to others or to the residence. No obstruction over the heating vents will be allowed. Tenants are responsible for closing windows during inclement weather and when leaving the property unattended the Tenants are responsible for closing and locking all windows and doors. Loss or damage resulting from this or any negligence will be charged to Tenants. There shall not be additional locks or changing of current locks on any doors or windows. It is expressly understood that at the end lease and/or in the event the Tenants vacate or abandon the property that all personal items and/or property that is left is considered discarded property and worthless and will become the property of the Owner or his Agent. There will be no storage allowed by anyone not living in the property at that time. No summer storage is allowed by non summer Tenants or fall Tenants.

Move -in-out : If it is necessary to move in the house early or to stay in the house longer than the Lease Agreement states there will be a flat rate charge of **\$ 25.00** dollars per day per person unless Owner agrees otherwise. And provided that no summer Tenants are still there or are moving in. In all cases, it must be approved in writing prior to moving in early or staying longer. Tenants cannot sell their things or furniture to next fall Tenants and leave it on the property when they move. If you sell it they must remove it when you move otherwise anything left on the property will be considered to be discarded and becomes the property of the Owner or his Agent.

All payments or correspondences are to be sent to :

**LARRY M. TAYS
305 Wilson Park Drive
West Carrollton , Ohio 45449**

*** Cell : 937-673-4621 * Email : therentguy@yahoo.com**

Any maintenance problems or concerns please contact Larry Tays Landlord

This Contract contains the entire Agreement between the parties, neither party is bound by any representations or verbal Agreements of any kind except as herein contained. These conditions have been read and understood and by signing you agree to be bound by these terms on this day of _____ 20_____

(Landlord / Owner) _____
Owner Larry M. Tays

TENANTS: Please Sign & Print Name Clearly

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(6) _____

(7) _____

(8) _____

STUDENTS NAME ~ CELL PHONE # ~ EMAIL ADDRESS
PLEASE PRINT CLEARLY

1. _____

EMAIL _____

2. _____

EMAIL _____

3. _____

EMAIL _____

4. _____

EMAIL _____

5. _____

EMAIL _____

6. _____

EMAIL _____

7. _____

EMAIL _____

8. _____

EMAIL _____

EMERGENCY CONTACT INFORMATION

PLEASE PRINT CLEARLY ~ PARENTS NAME ~ ADDRESS ~ PHONE #

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Last Thing !

We Need A Clear Copy Of Each
Persons Drivers License Or a
State Picture Id Submitted With
The Lease & Deposits ...