

# Townhome Unit - Lease Agreement

The Owner, **Whitehall East Properties LLC**, (hereinafter known as "Owner"), represented by **Levan Properties LLC** (hereinafter known as "Landlord", "Manager", or "Lessor") of Unit \_\_\_\_\_ **Whitehall Blvd. Kent, Ohio 44240** (hereinafter known as "Unit" or "Property") at the East Townhomes at Whitehall Blvd. Community (hereinafter known as "Premises"), hereby leases to \_\_\_\_\_,

\_\_\_\_\_ (hereinafter known as "Resident(s)", "Tenant(s)", or "Lessee(s)"), an undivided leasehold interest in said Unit but subject to the terms, conditions, and provisions of this Lease Agreement (hereinafter known as "Lease"), and with the understanding that the Resident is one of four or five Co-tenants leasing said Unit. This Lease entitles Resident to exclusively rent and occupy one (1) Bedroom in a designated Unit and together with the other Co-tenants of the Unit, Resident has the nonexclusive right to use the Common Areas within the Unit and the nonexclusive use of the Common Areas within the Premises to which all Residents have general access, subject to the terms and conditions of this Lease and the Property's Rules and Regulations.

**1.1 LEASE TERMS.** The term of this Lease shall be for a period commencing at 12:00 noon on or after August 16, 2024 (Starting Date) and ending at 12:00 noon on July 31, 2025 (Ending Date) to coincide with the Fall, Spring, and Summer Semester Terms (Academic Year) at Kent State University unless sooner terminated as provided herein. The Starting Date may be changed by Landlord based on Townhome Unit availability or if a Resident is renewing their lease. Earlier move in dates may be available depending on Townhome Unit availability and conditions. The Starting Date may also be changed by the Resident to coincide with the Resident(s) move in schedules. If Landlord determines that the Unit is not available for occupancy by the Starting Date, Landlord will notify when will be available for occupancy. Under no circumstances will Landlord be liable to Resident and Co-tenants for any damages of any kind, related to the failure of the Unit not being ready for occupancy, nor shall this agreement be void or voidable. If the assigned Unit becomes unavailable or uninhabitable, Resident(s) will be assigned another comparable Unit. Resident and Co-tenants are liable under the terms of this Lease for the full Lease Term regardless of whether or not Resident occupies the Unit. Resident will not be released from their liability and has no right to withhold or reduce rent for any purpose including but not limited to school withdrawal or transfer, change in "student" status, work or business transfer, loss of job, marriage, divorce, loss of any Resident's in the Unit, health, even an Act of God, or for any other reason, except for involuntary military service. Accordingly, Resident's obligation to pay Rent shall continue until all sums hereunder are paid in full.

**1.2 RENEWAL OF LEASE.** The Lease Term does not automatically renew on any basis or for any reason. Resident and Co-tenants are required to give notification of Lease Renewal on or before December 15, 2024. If Resident and Co-tenants do not give notification to renew the Lease within the time frame prescribed, it will be assumed the Resident and / or Co-tenants will be moving out at the end of the Lease Term, and the Unit may be leased to other Resident(s) and / or groups upon expiration of this Lease, without notice. If all Leases in the Unit are not signed and returned to Landlord by January 15, 2025, the Unit will be considered available for the upcoming Lease Term and may be leased to other Resident(s) and / or group(s). **Five Residents are required to lease a Unit as a 5-Person group** unless otherwise approved by Landlord. *Residents have the option of using the 5<sup>th</sup> Room on the first floor lower level or any other room "Multi-purpose Bonus Room" as a Den / Study, Game Room, Weight Room, Storage, or other and then pay the 4-Person group rental rates.*

**2.1. RENT / RENTAL RATES / RENT PAYMENTS OPTIONS.** The Unit's rent for the Lease Term is \$33,300 payable in 12 monthly installments of \$2,775 per month, and is due by the 1<sup>st</sup> day of each month beginning August 1, 2024 with the 12<sup>th</sup> installment due by July 1, 2024.

**2.2. RENT INSTALLMENT PAYMENT(S).** Rent Installment Payment(s) and all other payments are to be made payable to "**Levan Properties LLC**" and can be paid by personal check, cashier's check, certified bank check, money order, MoneyGram, or by electronic method Landlord chooses. Cash or postdated checks will NOT be accepted. Payment can be either: **1) Mailed** to the business office at *PO Box 417 Hinckley, Ohio 44233*, **2) Dropped off** at the "Levan" Mailbox located next to the Unit's mailboxes, **3) Paid Online by electronic funds transfer ("ACH") or by debit card, credit card, or Venmo via PayPal** via the Levan Properties link and 3.5% PayPal fee added on, **4) Paid Online by Bank Account using Zelle** from your bank account using your phone number or email address from the Zelle banking app to the Levan Properties bank account using our **330-689-8888 phone number**, or **5) Such other place** which you are notified by us.

**3. ADDITIONAL CHARGES AND APPLICATION OF PAYMENTS.** Resident must pay Rent Installment on or before the day in which it is due, without any demand from Landlord for payment. Resident is given a three (3) day grace period from the date that rent is due. Rent not received by the designated due dates will subject Resident to a \$50.00 fifty dollar late fee charge plus an additional late fee charge of \$5.00 per day for each day after the third day that the Rent Installment remains unpaid. An additional charge of \$40.00 shall be paid for all checks returned unpaid for any reason plus pay all fees, fines, charges, and / or penalties assessed by the banking institution(s). Payments not made by the due dates may also subject Resident to eviction for non-payment of Rent. Payments shall be applied to the Resident's account in the following manner: first to unpaid late charges, returned check charges, interest, and other fees owed, second to outstanding legal fees and / or court costs chargeable to the Resident, third to deposits or fees due from the Resident, fourth to maintenance and repairs costs chargeable to the Resident, fifth to unpaid utility bills that are Resident's responsibility, and sixth to unpaid rent. Late fees and other charges will be deducted from Resident's Security Deposit if not paid. Landlord may report any late payments to the Credit Bureaus.

**4. UTILITIES INCLUDED.** Landlord shall provide utilities through independent third party service providers including: Electricity, Gas (heat), Water, Sewer, and Trash Removal from collection areas and are included in Resident's rent. High Speed Internet and Wi-Fi "Spectrum 500 Mbps" and Digital Streaming TV services "Spectrum TV Select" are also included at a bulk rate discounted package of \$60 per month and will be billed to the Resident each month. Resident may upgrade Internet, TV, Pay Per View, and other services through provider (Spectrum) by setting up account in the Resident's name and Unit at an additional cost at Resident(s) expense. The established monthly limits are as follows: Landlord is responsible for electric up to 1250 KWH per month or up to \$150 per month maximum, water and sewer up to 10 HCF per month, and gas up to 10 MCF per month. These limits exceed the average usage of services based on previous year's consumption. Any monthly utility excess overages will be equally divided among all Residents in the Unit and billed to each Resident. Payment will be due within 7 days upon receipt of invoice. This expense becomes immediately payable as additional Rent. If not paid, charges will be deducted from Resident's Security Deposit. Resident and Co-tenants must comply with all utility service provider's rules and regulations and are jointly and severally liable for any intentional, non-intentional, or negligent actions including abuse or waste. Landlord will not be liable for any interruption, surge, or failure of any utility or for the malfunction of machinery or appliances serving the Unit and Premises for any reason or for any damage directly or indirectly caused by such interruption, surge, or failure. Resident and/or Co-tenants shall not allow any utilities to be disconnected by any means. Utilities must be used for normal household purposes only.

**5. PARKING PRIVILEGES.** Any Resident who parks a vehicle on the Premises will receive a parking permit after register the vehicle and paying \$75 parking pass fee. Resident agrees to use the areas designated as parking spaces on the Premises only for the parking of motor vehicles including autos, motorcycles, and pickup trucks but excluding trailers of any kind, mobile homes, campers, buses or trucks larger than a three-quarter ton. Additional vehicles beyond the ones permitted, any vehicle without the required Parking Permit or not displayed properly, vehicles parked illegally, vehicles parked in fire lanes, vehicles considered inoperable or abandoned (tags expired, no mirrors, broken windows, etc.) are subject to citation and towing at the owner's risk and expense. Resident understands and acknowledges that it is their responsibility to advise any of their invitees / guests the proper manner for parking their vehicles, and Resident agrees to determine in each case that they have complied therewith. Resident further agrees to indemnify and hold Landlord harmless for any claims by the Resident's invitees for the towing of their violation of these rules. If a vehicle has been towed, Resident and / or guest(s) will need to contact the towing company displayed on the sign at the entrance of the Premises. Ownership and Management shall not be held liable under any circumstances for any towing cost, damage, or loss to any motor vehicle or its contents. Resident and their invitees / guests are advised to obtain appropriate vehicular insurance coverage.

**6. APPLICATION FEE, REDECORATION FEE, AND SECURITY DEPOSIT.** Upon execution and return of this Lease, each Resident shall pay **\$500** (\$2,500 divided by 5 Residents) to **Levan Properties LLC** which includes a *\$50 Non-Refundable Application & Leasing Service Fee* to cover the costs associated with

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processing of Resident Application, a \$225 Non-Refundable Redecoration Fee to cover the normal expenses incurred by Landlord returning the Unit to their original condition, and a \$225 Refundable Security Deposit to be held by the Landlord, as security for the faithful performance of the provisions of the Lease and relating to the Residents' obligation to keep the Unit in good repair and good condition. The Application Fee and the Redecoration Fee are not refundable. The Security Deposit is refundable and shall be returned to Resident (net of any permitted deductions) within thirty (30) days following the termination of this Lease Term unless Resident chooses to renew the Lease. Prior to the lease expiration, Resident must provide forwarding address. Nothing shall give Resident the right to withhold the Rent, or shall prohibit Landlord from exercising any of the rights with respect to the non-payment of Rent. Prior to the Security Deposit being returned, all utility bills and any other charges related to the period of Residents' occupancy of the Unit shall have been satisfied. This Lease will not be deemed accepted by Landlord until this Lease is signed by Resident and returned along with the Deposit unless otherwise approved by Landlord. **Prior to Resident taking possession of the Unit, Resident shall have paid the Deposit, all Rents, and any other amounts due unless otherwise approved by Landlord.**

**7. SECURITY DEPOSIT DEDUCTIONS.** Resident understands that the Security Deposit will be used for, but not limited to, damages to the Resident's Bedroom and Common Areas of the Unit and cleaning and repairs beyond "normal wear and tear" to Resident's Bedroom and the Common Areas of the Unit caused by the Resident, Co-tenants, invitees and guests, unpaid utilities (if applicable), unpaid Rents, unpaid late charges, fees, re-rental expenses, and other fines for which Resident is liable. Resident understands that liability for such damages is not limited to the amount of the Security Deposit and that such liability can go beyond the amount of the Security Deposit. Resident agrees that the Security Deposit is not to be used in lieu of last month's Rent Installment, an advanced rent payment, or any other sum anytime during the Resident's tenancy. Liability under this Lease of each Resident of the Unit is joint and several, except as to liability for base Rent. Unless all Co-tenants of the Unit agree otherwise in writing, and said written agreement is sent to Landlord within three (3) days of the termination of this Lease, deductions from the four (4) or five (5) Co-tenants' Security Deposits, for other than unpaid Rent, may be deducted from the four (4) or five (5) Security Deposits on a prorated basis. A summary of costs have been provided in the Resident Handbook Rules and Regulations; however these costs are merely estimates, and Resident(s) will be obligated to pay the actual market rate costs of repair and / or replacement, as applicable.

**8. GENERAL CONDITIONS AND MAINTENANCE.** Resident and Co-tenants agree and accept the Unit "as is". Resident shall list any defects, damages, or any items that believe are deficient in writing by email to ManagerLevanProperties@gmail.com within two weeks from move-in date and submit to Landlord, otherwise the Unit shall be presumed to be clean, safe, in good repair, and tenantable condition. Landlord agrees to make such changes or accommodations for Resident as Landlord, in Landlord's sole opinion, deems are appropriate. Resident and Co-tenants shall keep the Unit in good order and tenantable condition and, upon expiration or sooner termination of this Lease, shall surrender the Unit to Landlord in as good condition as it was at the commencement of this Lease, reasonable wear and tear excepted. Resident shall list and document the condition of the Bedroom and Unit at time of move-out.

Resident and Co-tenants shall provide appropriate climate control (heat and AC), keep the Unit and Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident shall give Landlord prompt written notice by email to ManagerLevanProperties@gmail.com of any maintenance, accident, damage, and other occurring at the Unit. Resident shall also immediately notify Landlord of any defects, water leaks, dilapidation, or dangerous conditions, and failure to notify Landlord may result, at Landlord's option, in Resident being charged for consequential damages due to Resident's failure to timely notify Landlord. Resident will promptly reimburse Landlord for the costs of any repairs or damages to the Unit or personal property subject to this Lease, that are due to the negligence or misuse of any of Residents or Co-tenant's invitees or guests. Landlord is permitted to inspect the Resident's Bedroom and Unit from time to time for the purpose of determining any physical damage thereto. Although the Resident is solely liable for damages to the Resident's Bedroom, Resident and Co-tenants are jointly liable for damages to the common areas of the Unit and Premises with the other Co-tenants in the Unit.

**a. KEYS AND LOCKOUT.** There shall be a \$30 charge for each lost key. In the event Resident is locked out of the Unit or Bedroom during regular business hours and requires Landlord and / or Maintenance assistance to gain reentry, Resident shall pay to Landlord the \$60 Lockout Fee, which amount will be considered additional Rent, and shall be paid to the Landlord within twenty four (24) hours of such service. If not paid, charges will be deducted from the Resident's Security Deposit. After regular business hours, there will be a minimum lock-out charge of \$125 per lock-out.

**b. LIGHT BULBS.** The premises shall be supplied with LED energy efficient light bulbs at the time of occupancy. Resident and Co-tenants are responsible for furnishing replacement LED light bulbs thereafter and shall have replacements upon vacating at the end of the Lease Term. Landlord as a courtesy will leave some additional LED light bulbs in the Unit's 2<sup>nd</sup> floor hallway closet for the Residents to use for replacements.

**c. SMOKE DETECTORS, CARBON MONOXIDE DETECTORS, BATTERIES, AND FIRE EXTINGUISHERS.** It is the Resident's and Co-tenant's responsibility to check smoke detectors and carbon monoxide detectors on a daily or frequent basis and report any malfunctions to Landlord. Replacement of the smoke detectors batteries and carbon monoxide detectors batteries is the sole responsibility of the Resident and Co-tenants at Resident's expense. Resident shall not disable, disconnect, alter, or remove any property, smoke or carbon monoxide detectors, or fire extinguishers. Landlord as a courtesy will leave some additional batteries in the Unit's 2<sup>nd</sup> floor hallway closet for the Residents to use for replacements.

**d. GARBAGE DISPOSAL, TOILETS, AND DRAINS.** A clogged garbage disposal, toilet, and drain each carry a \$60 maintenance service charge. If a garbage disposal, toilet, or drain is so clogged that it must be pulled, snaked, or other plumbing service work if deemed Resident misuse, the charge is \$95 minimum. All service charges are payable at the time of service. If not paid, charges will be deducted from each Resident's Security Deposit.

**e. WINDOWS, SCREENS, BLINDS, AND DOORS.** Resident and Co-tenants are responsible for replacing all cracked, broken, or damaged windows, screens, blinds, doors, and door jams that occurred during the Lease Term, regardless of cause.

**f. PATIO, BALCONIES, AND ROOFS.** Resident and Co-tenants agree to not access balcony and is also forbidden to access roof at any time, unless in the case of emergency. Resident and Resident's guests are to use the concrete patio located on the ground level in the back of the Unit. Resident will be responsible for any damage to the balcony, roof, or other caused by Resident and / or Resident's guests. Landlord will not be held liable for any injury resulting from its use.

**g. PATIO, WALKWAYS, DRIVEWAY/ PARKING LOT, AND YARD AREAS.** It is the responsibility of the Resident and Co-tenants to keep these areas in clean conditions at all times and free from any debris and litter. At no time shall upholstered indoor furniture be placed on the outside of the Unit, Patio, or Premises. Should Resident and Co-tenants violate this, Residents will be given "2 Day Notice" to either clean or have the Landlord clean at Resident's expense. This expense becomes immediately payable as additional Rent. If not paid, charges will be deducted from each Resident's Security Deposit. Lawn care and snow plowing are provided by the Landlord at no expense to the Residents.

**h. PEST CONTROL.** Landlord shall provide pest control as needed. Resident and Co-tenants agree to immediately report any pest issues to Landlord for necessary remediation, and Residents shall provide Landlord and pest control company agent access. It is the responsibility of the Residents to keep the Unit and Premises clean. If Residents consistently live in an unsanitary environment, Resident acknowledges and accepts that the Landlord is limited in its ability to address any pest situations, and Resident waives their rights to hold Landlord responsible for continual issues. When moving into the Unit, Resident agrees to inspect the Bedrooms, Unit, and Premises for pests including but not limited to mice, fleas, bedbugs, roaches, or other bugs to the best of their ability. After move in inspection and after Resident has returned the move in inspection form, if Resident has not made any mention of the pests in writing, Residents will be responsible for the costs incurred by Landlord to remedy the pest condition. This expense becomes immediately payable as additional Rent. If not paid, charges

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will be deducted from each Resident's Security Deposit. Bedbugs originate in any furniture, furnishings, bedding, and clothing of personal property. For additional information regarding rights and responsibilities of pest control, Residents can refer to the Ohio Landlord Resident Law – Ohio Revised Code Section 5321.05.

**i. UNSANITARY CONDITIONS.** Resident and Co-tenants shall not cause any unsanitary conditions in the Unit or the Premises. Resident agrees to keep Unit and Premises in a safe, clean, sanitary, and good appearance condition at all times. Resident shall properly dispose of all trash, garbage, and other waste in the proper trash containers. Any fines issued by the City of Kent Health Department or any other to the Resident and Co-tenants due to Resident's or guests action, shall become the Resident's responsibility. Should Resident(s) fail to pay the fine, Landlord will pay the fine at the Resident's expense plus a \$50 service fee. This expense becomes immediately payable as additional Rent. If not paid, charges will be deducted from each Resident's Security Deposit.

**j. EXTERIOR HANGING OF ARTICLES AND SIGNS.** Resident and Co-tenants shall not hang or exhibit signs or any other articles from windows, balconies, roofs, patio, or from any other part of the Unit or Premises that are visible from the outside.

**9. ALTERNATIONS AND IMPROVEMENTS.** Resident and Co-tenants shall make no alterations or improvements to the Bedroom or Unit nor do any painting or redecorating without the expressed written consent of Landlord. No holes or stickers are allowed inside or outside the Unit. "Command Hooks" are recommended for picture hanging and other as does not leave sticky residue or damage when removing. If any damage, Resident and Co-tenants must repair by the end of the tenancy. Except with prior permission of Landlord, no additional phone / cable TV outlets, alarm systems, lock changes, or re-keying is permitted. No additional locks or deadbolts of any kind can be added to interior or exterior doors. Resident(s) are permitted to change their Bedroom doorknob and key lock but must replace back to the original doorknob by the end of the tenancy. Should Resident and / or Co-tenants make any alterations or improvements to the Unit without the expressed written consent of Landlord, or should the Resident and / or Co-tenants damage the Unit, then the full cost of restoring the Unit to its prior condition shall be the responsibility of the Resident and Co-tenants and promptly paid to Landlord. Any and all alterations and improvements made in the Unit by Resident(s) with the consent of Landlord, shall become the property of Landlord and remain in the Unit on the expiration or sooner termination of this Lease.

**10. PETS AND PET POLICY.** Resident and Co-tenants shall not have pets of any kind in the Unit or on the Premises, including visiting pets. Any pets found in the Unit or on the Premises shall be grounds for Landlord and Community fines, possible termination of this Lease and eviction by Landlord, and the forfeit of any remaining Rent and Security Deposit. Resident shall remain liable for the Rent due for the Lease Term. Resident is responsible for any and all damages caused by any animals of any kind that Resident or Co-tenants, friends, or anyone else, brings into the Unit or onto the Premises. Should a pet, cat, or dog be found in the Unit, ALL Residents in the Unit and the Unit as an entirety shall be assessed a Pet Animal Violation Fee of \$250 and shall be given ten (10) days to remove the animal from the Unit and / or Premises. If within ten (10) days the animal is not removed, there will be an additional \$50 per day Pet Animal Violation Fee will assess to all Resident accounts until the animal is removed from the Premises. Residents agree to pay to Landlord a Pet Animal Violation Fee for each and every violation of this Section 10, which fee shall be considered additional Rent. If not paid, charges will be deducted from each Resident's Security Deposit.

**If the Unit is Pet Friendly and all Residents in the Unit are in agreement and want to bring a pet, then the Pet / Assistance Animal Fee is a one-time nonrefundable fee of \$250 and is due by August 1, 2024. For pets or assistant animals allowed by this Section 10, Landlord requires Resident and all Co-tenants in the Unit to execute a separate Pet / Assistance Animal Agreement in a form determined by Landlord.**

**11. PROHIBITED ITEMS.** Waterbeds, fire pits, fireplaces, space heaters, candles, any type of open flames, explosives, or flammable substances are not allowed in the Unit or on the Premises due to their enormous damage potential. Any violation will result in the immediate eviction of Resident. Resident and Co-tenants will be liable for any and all damages to the Unit, Premises, and / or neighboring Units.

**12. NON-LIABILITY AND HOLD HARMLESS CLAUSE.** Landlord shall not be liable to Resident and Co-tenants, guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons including theft, burglary, assault, vandalism, or other crimes. Landlord shall not be liable to Resident, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities. Resident and Co-tenants agree to indemnify and hold Landlord free and harmless from any and all liability, claims loss, damages or expenses, including any attorney's fees and costs, arising by reason of the death or injury of any person, including Resident, or by reason of damage to or destruction of any property, including property owned by Resident, caused or allegedly caused by some condition of said Unit, Premises, or the building, the fault of Resident or Co-tenants, or some act or omission, whether or not negligent or intentional, of Resident or Co-tenants or any person in, or about said Unit or Premises as guest, licensee, or invitee of Resident or Co-tenants.

**13. RESIDENT'S PERSONAL PROPERTY AND INSURANCE.** Landlord has obtained insurance to cover fire, damage, and liability to the building Unit itself. Landlord's insurance does not cover Resident's possessions or Resident's negligence. Landlord is not liable for any theft or damage done to Resident's personal property or possessions. Resident agrees to acquire and maintain renter's insurance to cover any damage or loss to Resident's personal property and liability in the Unit or on the Premises and hereby relieves the Landlord of all risk that can be insured thereunder.

**14. USE.** Resident and Co-tenants agree that the leased Unit and Premises are to be occupied for Residential purposes only and only by the Residents signing this Lease Agreement. Resident and Co-tenants shall not permit the Unit or any part thereof be used for (1) The conduct of any offensive, noisy, or dangerous activity; (2) The creation or maintenance of a public nuisance; (3) Anything which is against the law or rules and regulations of any public authority at any time applicable to the Unit which includes the use or sale of any illegal drugs and the possession of any weapons, firearms, or dangerous instruments; or (4) Any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of any other Residents.

**15. QUIET ENJOYMENT.** Resident and Co-tenants shall be entitled to quiet enjoyment. Resident and Co-tenants shall not annoy, harass, endanger or inconvenience any other Residents in the Unit or on the Premises. **Smoking of any kind is prohibited in all areas inside the Unit and Premises.** Resident(s) shall at all times be responsible for the conduct of any guest(s) or invitee(s) while are in the Unit or on the Premises. Violation by Resident and Co-tenants shall be sufficient cause for the termination of this Lease by Landlord, and the forfeit of any remaining Rent and Security Deposit.

**16. GUESTS AND GUEST CONDUCT.** Except as otherwise required by applicable laws, occupation of Resident's Bedroom shall be restricted to Resident exclusively, except an occasional overnight or weekend guest. Only the Resident and Co-tenants named on the Lease Agreement are allowed to occupy the Unit. Residents are welcome to host and entertain guests in the Unit assuming the guest behavior is in accordance with all applicable local, state, and governmental laws including the City of Kent and Kent State University. The occupancy of the Unit and Premises by an unauthorized guest in excess of seven (7) days during the Lease Term shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from Resident and guest (whose liability shall be joint and several) the \$500 Unauthorized Guest Fee, which shall be in addition to any other amounts owing to Landlord by Resident pursuant to this Lease. Resident and Co-tenants will be held responsible for the conduct of their guest(s), including payment for any damages caused by their behavior. If the behavior of Resident's guest becomes a disturbance and nuisance to the other Residents, community or neighbors, in Landlord's sole judgment, may ban any non-Resident from the property and terminate the Resident's Lease Agreement. In this case, the balance of the Rent will be immediately due and payable.

**17. ASSIGNMENT, SUBLETTING, OR RE-LETTING.** Resident and Co-tenants shall not assign this Lease, sublet or re-let any portion of the Bedroom or Unit without the prior written consent of Landlord which may be given or withheld in Landlord's sole discretion. Any assignment, subletting, or re-letting without the prior

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written consent of Landlord shall be void. Any violation may result in the immediate eviction, termination of Lease, and / or possible legal action. Landlord's consent to any such assignment of the Lease or subletting shall not be deemed consent by Landlord to any subsequent assignment or subletting. In the event Landlord consents to an assignment, sublet, re-let, or other transfer to a person procured by Resident, Resident shall pay Landlord the \$250 Sublet / Re-let fee. If a new Resident is located by means of an independent real estate broker, Landlord, or by any other means, Resident will be billed \$500 brokerage / leasing finder's fee paid by the Manager (advertising and finder fees are typical to one month's rent). Landlord has the right to assign his interest at any time.

**18. RELOCATION.** Resident and Co-tenants understand the Unit contains other Bedrooms in which other Residents reside. When any Bedroom in the Unit is unoccupied, Resident and Co-tenants have the first opportunity to find a replacement roommate or pay any additional rents due. Landlord has the right to rent and place a new Resident in the unoccupied Bedroom. For operating efficiency, Resident request, and other reasons determined by Landlord, Landlord reserves the right, upon advanced written notice, to relocate Resident to another Bedroom in the Unit or Premises.

**19. INSPECTION OF PROPERTY AND RIGHT OF ENTRY.** Resident and Co-tenants agree that Landlord, its agents, contractors, and employees may enter the Unit at any reasonable time to inspect the Unit, make the necessary or agreed repairs, alterations, and improvements to maintain Unit, to verify Lease compliance, or to show Unit to a prospective Resident, purchaser, lender, insurance agent, or for any reasonable purpose. Except in cases of emergency or to make the necessary or agreed repairs, Landlord shall attempt to provide a 24-hour notice to Resident and Co-tenants in advance of Landlord's intent to enter the Unit.

**20. DESTRUCTION OF PREMISES.** Should any part of the Unit or the building in which the Unit is located be destroyed by fire, casualty, or other cause not the fault of the Resident and Co-tenants, Landlord shall promptly repair and restore the Unit or the building to its former condition at Landlord's sole cost and expense. Landlord shall not be obligated to provide Resident and Co-tenants with alternative living arrangements. During restoration work, the rent payable under this Lease shall be abated for the time and to the extent that Resident is prevented from use of the Bedroom and / or Unit under this Lease. However, in lieu of making such repairs and performing such restoration work, Landlord may terminate this Lease where either (a) necessary work or restoration work cannot reasonably be completed in Landlord's sole judgment within thirty (30) working days after it is commenced, or (b) the loss is not fully covered by Landlord's then existing fire and external coverage insurance policies, provided that such insurance coverage is of an adequate and reasonable nature. Resident is responsible for having adequate insurance to cover their personal belongings in the event of damage or loss.

**21. REPAIRS OF LANDLORD.** Landlord shall, at Landlord's own cost and expense, put the Unit in a tenantable condition fit for occupancy and repair all subsequent dilapidation of said Unit and Premises that render them not tenantable as defined by applicable law except deteriorations or injuries occasioned by Resident's or Co-tenants intentional or negligent actions which will be repaired at Resident's expense.

**22. DEFAULT OF LEASE.** Should Resident be in default in the payment of any Rent payable under this Lease, be in default with any terms or obligations of the Lease, violate and / or fail to comply with any of the covenants, terms, or conditions of the Lease, or any provisions or policies herein or hereafter adopted by Landlord, Landlord may terminate this Lease and regain possession of the Unit in any manner allowed by law. It is expressly understood and agreed that Resident shall be liable for any deficiency in Rent and damages to the end of the Lease Term.

**23. ACTS CONSTITUTING BREACH BY RESIDENT.** Resident shall be guilty of a material breach of the Lease should Resident: (a) Fail to pay any Rent or other sum becoming payable under this Lease on the date it becomes due; (b) Abandon the Unit or request early termination of the Lease Agreement before expiration of the Lease Term without paying the total Rent in Full for the Lease Term; (c) Fail to maintain or pay as due, any utility service to the Unit including Gas (heat), Electric, Water, Sewer, Internet and TV Service; or (d) Default in the performance of or breach any provision, term, covenant, or condition of this Lease.

**24. LANDLORD'S REMEDIES FOR BREACH OF LEASE.** Should Resident be guilty of a material breach of this Lease as defined herein, Landlord, in addition to any other remedies given Landlord allowed by law or equity, may: (a) Continue this Lease in effect by not terminating Resident's right to possession of the Unit and thereby be entitled to enforce all of the Landlord's rights and remedies under this Lease including the right to recover the Rent specified in this Lease as it becomes due under this Lease; or (b) Terminate this Lease and Resident's right to possession of the Unit and commence legal action against Resident to recover from Resident; (1) The worth of unpaid Rent which had been earned at the time of termination of this Lease; (2) The worth of the amount by which the unpaid Rent which would have been earned but for the termination of this Lease exceeds the amount of Rent lost that Resident proves could have been reasonably avoided; and (3) Any other amount necessary to compensate Landlord for all detriment proximately caused by Resident's failure to perform Resident's obligations under this Lease; or (c) Commence an action to re-enter and regain possession of the Unit in any manner allowed by law.

**25. HOLDOVER BY RESIDENT AND NOTICE OF RENEWAL.** The Lease Ending Date shall end all rights to the Unit and Premises that Resident may enjoy. Should Resident remain in possession of the Unit without written consent of Landlord after the expiration of this Lease, Resident will be required to pay Holdover Rent in the amount of \$175.00 per day, along with any other amounts owed. No such holding over shall constitute any form of tenancy, and will be considered unlawful possession. If Resident holds over, Resident is also responsible for all costs and damages created by the holdover, including but not limited to expenses incurred in providing alternative / interim housing for subsequent Resident(s). No action by either party may be deemed to create a month-to-month tenancy. Landlord may recover possession of the Unit in accordance with State Law. **Since Units and Bedrooms are leased back to back, rental space must be vacated no later than the time and date specified in this Lease. The Lease Term may not be extended orally or by payment of any additional rent.**

**26. ABANDONMENT AND PERSONAL PROPERTY.** Upon termination of the Lease, Resident agrees to surrender the Unit to the Landlord and remove all personal property. Any property left in the Bedroom or Common Areas of the Unit or Premises shall be deemed abandoned and Landlord may take possession of and use or dispose of such property as allowed by law. Landlord is hereby relieved of all liability for doing so.

**27. PROOF OF CREDIT; PARENTAL/SPONSOR LEASE GUARANTY.** Each Resident shall have a Lease Guarantor. Landlord requires, proof of financial ability ("Proof"), which must be presented by Resident Applicant in one of three manners (1) execution and presentment to Landlord of the Continuing Parental-Sponsor Lease Guaranty and incorporated herein by reference known as ("Lease Guaranty") by a qualified guarantor who meets the qualification requirements in the Lease Guaranty; (2) proof of monthly income that is at least two and half times the average monthly rent installment amount; or (3) other proof of income, financial aid, or other assets (i.e., loans, financial aid, cash account, etc.) that is at least two and half times the total Rent for the Lease Term. To illustrate, if Resident Applicant were qualifying under the above-described manner, Rent for the Lease Term was \$6,500, Resident Applicant would need proof of income, scholarship, student loan, financial aid, or other assets in the amount of \$16,250 (i.e., (\$6,500 x 2.5)).

**28. RESIDENT QUALIFICATION.** It is a condition precedent to the effectiveness of this Lease Agreement that each Resident meets Landlord's rental qualification criteria in Landlord's sole and absolute discretion. In the event Resident Applicant fails to meet Landlord's rental qualification criteria, Landlord shall send Resident Applicant notice of such failure within thirty (30) days after Lease execution, and this Lease shall thereafter be null and void. In the event Landlord does not provide notice of failure within the time period described herein, the foregoing condition shall be deemed satisfied.

**29. NOTICES, DEMANDS, AND COMMUNICATIONS.** Except as otherwise expressly provided by law, any and all notices, demands, or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or, if mailed, two days after deposit in the United States mail, first-class postage

# Lease Agreement

prepaid; to Resident and Co-tenants at the Unit occupied by Residents, or to Landlord ("c/o Levan Properties LLC") at PO Box 417, Hinckley, Ohio 44233. Resident and Co-tenants may also send maintenance requests, leasing and rent questions, or any other business communications in writing by email to: **ManagerLevanProperties@gmail.com**. Landlord may also send notices, demands, and communications by regular mail, phone / text, email, personal delivery, posting on the Unit's front door, or posting on Unit's bulletin board. Either party, Landlord or Resident, may change their address and contact information for this purpose by giving written notice to the other party.

**30. JURISDICTION, APPLICABLE LAW, AND SEVERABILITY.** All parties to this Lease, including Resident's Lease Guarantor, agree, consent, and stipulate that Portage County, Ohio is the proper jurisdiction for litigation of any matters related to this Lease and that this Lease is hereby entered into and governed according to the laws of the State of Ohio. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**31. ELECTRONIC SIGNATURES.** This Lease Agreement and any and all exhibits, addendums, amendments or other related documentation is to be executed by electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. An electronic signature by Landlord on behalf of Landlord may be labeled "Owner / Manager" or some variation thereof but shall actually be made on behalf of Landlord for Owner by its authorized representative.

**32. RULES AND REGULATIONS.** The provisions of the Landlord's Resident Handbook "Rules and Regulations", as in effect from time to time, are incorporated herein by reference, and included into this Lease. Resident acknowledges receipt of a copy of the Rules and Regulations as posted on Landlord's website "Leasing" page. By executing this Lease, Resident and Co-tenants agree to abide by the Rules and Regulations. Landlord reserves the right to make reasonable changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed to be binding upon Resident. Resident and Co-tenants agree to abide by all local, state, and governmental laws, orders, and regulations (the "Law") and to avoid disruptive behavior or conduct, or Resident(s) will be subject to the Property Rules and Regulations Violation Fee of \$50 minimum. Further, Resident consents to the reasonable use by Landlord of photographs, video, and/or testimonials taken of Resident at the Property in its marketing.

**33. GENERAL PROVISIONS AND ACKNOWLEDGEMENT.** Resident acknowledges that the Resident and Co-tenants have read this Lease, the Rental Application, and the Resident Handbook "Rules and Regulations". Resident and Co-tenants understand the Rules and Regulations may be amended from time to time and are for the purpose of protecting the Unit and the Premises and providing for the safety and well-being of all occupants of the Premises and affirms that Resident, in all respects, comply with the Terms and Conditions of this Lease. Resident and Co-tenants acknowledges that this Lease is between Resident and Landlord only, and that Whitehall East Properties LLC and its officers, directors and trustees are not responsible for the Landlord's compliance with the terms of this Lease. Resident and Co-tenants agree to comply with the terms and conditions herein. It is understood and agreed that there are no other representations, agreements, or promises, oral or written made by Landlord or its representatives (including leasing personnel, employees, maintenance contractors, and / or any other agents). Until Landlord has executed this Lease, Landlord shall have the right to refuse to lease the Bedroom and Unit to any Resident for any reason whatsoever; provided, however such refusal shall not be based on race, religion, sex, color, familiar status, handicap, or national origin.

This Lease is executed by each Resident and Landlord to be effective on the date first above written.

## RESIDENT

Name: \_\_\_\_\_ Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## LANDLORD

Levan Properties LLC, PO Box 417, Hinckley, Ohio 44233

By: \_\_\_\_\_ Manager, on behalf of Landlord Date: \_\_\_\_\_



# Lease Agreement – Resident Rent Schedule Addendum

## RESIDENT RENT SCHEDULE ADDENDUM

\_\_\_\_\_ Whitehall Blvd. Kent, Ohio 44240

**1. RENT / RENTAL RATES / RENT PAYMENTS OPTIONS.** The Unit's rent for the Lease Term is \$33,300 payable in 12 equal monthly installments of \$2,775 per month, payable in advance without demand. This amount is divided per 5 Residents, and each Resident shall pay \$6,660 in 12 installments of \$555 per month. Rent is discounted \$10 per month for 4 installments, \$20 per month for 2 installments, and \$30 per month for 1 installment.

Each of the 5 Residents shall pay to the Landlord one of the following Rent Payment Options for the Lease Term and shall be payable: in either 1 installment "Annual" due by July 1, 2024; **OR** in 2 equal installments "Semester" due by July 1, 2024 and due by January 1, 2025; **OR** in 4 equal installments "Quarterly" due by August 1, 2024, 11/1/2024, 2/1/2025, and 5/1/2025; **OR** in 12 equal installments "Monthly" due by the 1<sup>st</sup> day of each month beginning August 1, 2024 with the 12<sup>th</sup> installment due by July 1, 2025. Each Resident agrees to pay, and Landlord agrees to accept, as base Rent for the exclusive use of one (1) Bedroom and the nonexclusive use and occupancy of said Unit as a Co-tenant one of the following Rent Payment Options:

### RESIDENT

#### 5-Person Payment Option Selected

1 Installment "Annual" \$6,300  
 2 Installments "Semester" \$6,420  
 4 Installments "Quarterly" \$6,540  
 12 Installments "Monthly" \$6,660

Name: \_\_\_\_\_

#### 5-Person Rent Installment Payments and Due Dates:

\$6,300 due by July 1, 2024\*  
\$3,210 due by July 1, 2024\* and \$3,210 due by January 1, 2025\*  
\$1,635 due by August 1, 2024, 11/1/2024, 2/1/2025, and 5/1/2025  
\$555 due by the 1<sup>st</sup> day of each month beginning August 1, 2024

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### 5-Person Payment Option Selected

1 Installment "Annual" \$6,300  
 2 Installments "Semester" \$6,420  
 4 Installments "Quarterly" \$6,540  
 12 Installments "Monthly" \$6,660

Name: \_\_\_\_\_

#### 5-Person Rent Installment Payments and Due Dates:

\$6,300 due by July 1, 2024\*  
\$3,210 due by July 1, 2024\* and \$3,210 due by January 1, 2025\*  
\$1,635 due by August 1, 2024, 11/1/2024, 2/1/2025, and 5/1/2025  
\$555 due by the 1<sup>st</sup> day of each month beginning August 1, 2024

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### 5-Person Payment Option Selected

1 Installment "Annual" \$6,300  
 2 Installments "Semester" \$6,420  
 4 Installments "Quarterly" \$6,540  
 12 Installments "Monthly" \$6,660

Name: \_\_\_\_\_

#### 5-Person Rent Installment Payments and Due Dates:

\$6,300 due by July 1, 2024\*  
\$3,210 due by July 1, 2024\* and \$3,210 due by January 1, 2025\*  
\$1,635 due by August 1, 2024, 11/1/2024, 2/1/2025, and 5/1/2025  
\$555 due by the 1<sup>st</sup> day of each month beginning August 1, 2024

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### 5-Person Payment Option Selected

1 Installment "Annual" \$6,300  
 2 Installments "Semester" \$6,420  
 4 Installments "Quarterly" \$6,540  
 12 Installments "Monthly" \$6,660

Name: \_\_\_\_\_

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\$555 due by the 1<sup>st</sup> day of each month beginning August 1, 2024

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### 5-Person Payment Option Selected

1 Installment "Annual" \$6,300  
 2 Installments "Semester" \$6,420  
 4 Installments "Quarterly" \$6,540  
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Name: \_\_\_\_\_

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\$1,635 due by August 1, 2024, 11/1/2024, 2/1/2025, and 5/1/2025  
\$555 due by the 1<sup>st</sup> day of each month beginning August 1, 2024

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Lease Term may not be a 12 month lease term and is approximately 11.5 months of occupancy which coincides with the university's academic calendar. The Resident is charged a total rent amount for the contracted occupancy period. The Rent Payment Option of 12 equal installments is offered for convenience only to spread out payments. **Rental Rates / Installments do not represent a monthly rental amount and are not prorated, but rather the total base rent due for the Lease Term divided by the number of installments.**

Unit Rent is payable according to the Rent Payment Option selected by each Resident on this Rent Schedule Addendum. Resident (and Resident's Lease Guarantor) has "Individual Rent Liability" and is only responsible for their own rent. Resident has no liability for the rents of the other Co-tenants in the Unit. This Addendum constitutes an Addendum to the above described Lease Agreement for the above described Unit and Premises, and is hereby incorporated into and made part of such Lease Agreement. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Agreement contract, this Addendum shall control.

*Each Resident can sign the lease separately, and then the five signed Lease Agreement documents will then be combined as one "Lease Agreement" contract.*

### LANDLORD

Levan Properties LLC, PO Box 417, Hinckley, Ohio 44233

By: \_\_\_\_\_ Manager, on behalf of Landlord Date: \_\_\_\_\_

