

# Lease Renewal Agreement

## 1. THE PARTIES TO THIS LEASE RENEWAL AGREEMENT.

- 1.1 THE LANDLORD (also known as "Manager" or "Lessor") FOR OWNER: Levan Properties LLC for Whitehall East Properties LLC  
1.2 THE RESIDENT (also known as "Tenant" or "Lessee"): [REDACTED] (print or type name)

2. **THE UNIT AND PREMISES.** Unit [REDACTED] Whitehall Blvd., Kent, Ohio 44240 (hereinafter known as "Unit") at the East Townhomes at Whitehall Blvd. Community (hereinafter known as "Premises").

3. **ORIGINAL LEASE AGREEMENT.** Whereas the Landlord and Resident entered into a Lease Agreement which started in August 2023 and expires at 12:00 noon on the 31<sup>st</sup> of July 2024 (hereinafter referred to as the "Original Lease Agreement").

4. **RENEWAL TERM.** The Landlord and Resident hereby agree to renew the Original Lease Agreement for a further Lease Term commencing at 12:00 noon on July 31, 2024 (Starting Date) and ending at 12:00 noon on May 31, 2025 (Ending Date) to coincide with the Fall and Spring Semester Terms (also known as the Academic Year) at Kent State University unless sooner terminated herein. For no additional charge, the term can be automatically extended to end on July 31, 2025 (Ending Date) unless sooner terminated as provided herein.

The Lease Term does not automatically renew on any basis or for any reason. Should Resident want to renew for the August 2025 – 2026 Lease Term, Resident and Co-tenants are required to give notification of Lease Renewal on or before December 1, 2024. If Resident does 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 Resident's Bedroom may be leased to another Resident upon expiration of this Lease, without notice. If all Leases in the Unit are not signed and returned to Landlord by December 15, 2024, any Bedroom(s) and / or Unit will be considered available for the upcoming Lease Term and may be leased to other Resident(s) and / or group(s). **Five, four, or three Residents are required to lease a Unit** unless otherwise approved by Landlord. *Residents have the option of using the 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 or 3-Person Rental Rates.*

5. **TERMS AND CONDITIONS.** The Landlord and Resident agree that all terms and conditions of the Original Lease Agreement shall remain in full force and effect except for the following amendments:

5.1 **RENTAL RATES / RENT PAYMENTS OPTIONS:** 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 the following Rent Payment Option (**choose 1 option "X" and then print or type the total Rent for the Lease Term and the Payment Option amount**):

### 5-Person Payment Options:

- 1 Installment "Annual EBS"
- 1 Installment "Annual"
- 2 Installments "Semester"
- 4 Installments "Quarterly"
- 12 Installments "Monthly"

### 5-Person Rental Rates:

- \$6,180 (Average \$515/m)
- \$6,300 (Average \$525/m)
- \$6,420 (Average \$520/m)
- \$6,540 (Average \$545/m)
- \$6,660 (Average \$555/m)

### Rent Installment Payments and Due Dates:

- \$6,180 due by May 1, 2024 "Early Bird Special"
- \$6,300 due by July 1, 2024\*
- \$3,210 due by July 1, 2024\*; \$3,210 due by December 15, 2024\*
- \$1,635 due by August 1, 2024, 11/1/2024, 2/1/2025, and 5/1/2025
- \$555 due on the 1<sup>st</sup> day of each month beginning August 1, 2024

### 4-Person Payment Options:

- 1 Installment "Annual EBS"
- 1 Installment "Annual"
- 2 Installments "Semester"
- 4 Installments "Quarterly"
- 12 Installments "Monthly"

### 4-Person Rental Rates:

- \$7,500 (Average \$625/m)
- \$7,620 (Average \$635/m)
- \$7,740 (Average \$645/m)
- \$7,860 (Average \$655/m)
- \$7,980 (Average \$665/m)

### Rent Installment Payments and Due Dates:

- \$7,500 due by May 1, 2024 "Early Bird Special"
- \$7,620 due by July 1, 2024\*
- \$3,870 due by July 1, 2024\*; \$3,870 due by December 15, 2024\*
- \$1,965 due by August 1, 2024, 11/1/2024, 2/1/2025, and 5/1/2025
- \$665 due on the 1<sup>st</sup> day of each month beginning August 1, 2024

### 3-Person Payment Options:

- 1 Installment "Annual EBS"
- 1 Installment "Annual"
- 2 Installments "Semester"
- 4 Installments "Quarterly"
- 12 Installments "Monthly"

### 3-Person Rental Rates:

- \$10,260 (Average \$855/m)
- \$10,380 (Average \$865/m)
- \$10,500 (Average \$875/m)
- \$10,620 (Average \$885/m)
- \$10,740 (Average \$895/m)

### Rent Installment Payments and Due Dates:

- \$10,260 due by May 1, 2024 "Early Bird Special"
- \$10,380 due by July 1, 2024\*
- \$5,250 due by July 1, 2024\*; \$5,250 due by December 15, 2024\*
- \$2,655 due by August 1, 2024, 11/1/2024, 2/1/2025, and 5/1/2025
- \$895 due on the 1<sup>st</sup> day of each month beginning August 1, 2024

The total Rent for the Lease Term shall be \$[REDACTED]. Said Rent shall be payable in either: 1 installment "Annual Early Bird Special" \$[REDACTED] due by May 1, 2024; 1 installment "Annual" \$[REDACTED] due by July 1, 2024\*; **OR** in 2 equal installments "Semester" \$[REDACTED] due by July 1, 2024\* and \$[REDACTED] due by December 15, 2024\*; **OR** in 4 installments "Quarterly" \$[REDACTED] due by August 1, 2024, 11/1/2024, 2/1/2025, and 5/1/2025; **OR** in 12 equal installments "Monthly" \$[REDACTED] due by the 1<sup>st</sup> day of each month beginning August 1, 2024. *The Lease Term may not be a 12 month Lease Term. The Rent Payment Option of 12 equal installments is offered for convenience only to spread out payments. 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.*

**\*PLEASE NOTE:** Resident may change payment option at any time prior to move in date or during the Lease Term for \$25 Rent Rate Change Fee. Resident and Co-tenants may change to a 3, 4, or 5 person group at any time and then pay the 3, 4, or 5 person rental rates accordingly. If Resident is obtaining **student loan, scholarship, or financial aid** from Kent State University or any other sources, which may affect the "Annual" or "Semester" Payment Due Date(s), **Landlord will approve other scheduled payment date(s) in August and January if school / loan documents are provided showing the disbursement date(s).** Late Charges will be assessed if the "Annual" or "Semester" rents are not paid in full by August 31, 2024 and by January 31, 2025. Resident also has the option to change to the 12 installments "Monthly" Payment Option with an approved Lease Guarantor.

5.2 **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 Unit mail boxes, **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.

6. **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 / Wi-Fi "Spectrum 500 Mbps Advanced Community Wi-Fi Ultra Package" and Digital Video Streaming TV services "Spectrum TV Select Essentials Community Package" are also included at an additional discounted

bulk rate package of \$60 per month / per Unit and billed separately at \$12-15 per month / per Resident by setting up an account through provider Charter "Spectrum" in the Resident's name(s), Unit address, and the East Townhomes Community bulk account number. Residents in the Unit may upgrade Internet, TV, Pay Per View, Wireless Cell Phone, and other Spectrum products and services 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 each 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.

**7. PARKING PRIVILEGES.** Any Resident who parks a vehicle on the Premises will need to fill out a vehicle registration form if different from the current vehicle on file and then receive an official "Parking Permit" for the July 31, 2024 - July 31 2025 Lease Term. There is a one-time charge of **\$75.00** for the Least Term payable to "**Levan Properties LLC**" on behalf of the Whitehall East Townhomes Homeowner's Association (hereinafter known as "Homeowner's Association"). Payment is due by August 1, 2024.

**8. GENERAL PROVISIONS AND ACKNOWLEDGEMENT.** Resident acknowledges that the Resident has read the Original Lease Agreement, this Lease Renewal Agreement, and the Resident Handbook "Rules and Regulations" (on the Landlord website leasing page). Resident understands 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 acknowledges that this Lease is between Resident and Landlord only, and that the Whitehall East Townhomes LLC and the Homeowner's Association and its officers, directors, and trustees are not responsible for the Landlord's compliance with the terms of this Lease. Resident agrees 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 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 Renewal Agreement is executed by Resident and Landlord to be effective on the date first above written.

**RESIDENT**

\_\_\_\_\_  
Resident Name (print or type)

\_\_\_\_\_  
Resident Signature

Date: \_\_\_\_\_

**LANDLORD**

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

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

Date: \_\_\_\_\_

