

() OWNER'S COPY
() TENANT'S COPY

WITTENBERG UNIVERSITY - NON-STUDENT LEASE AGREEMENT

1. **PARTIES.** This Lease Agreement is between The Board of Directors of Wittenberg College, an Ohio nonprofit corporation, operating Wittenberg University, Springfield, Ohio (Owner) and the following name person (Tenant):

Last Name	First Name	ID #
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Other authorized occupants (Name and Relationship):

2. **LEASED PREMISES.** Owners hereby leases to Tenant, and Tenant hereby leases from Owner, for use as private residence only, the certain property, hereafter called the **Leased Premises** located at _____, Springfield, OH 45504.

The Premises does not include any garage or other attached or adjoining outbuilding on the parcel of real estate on which the Premises is located.

3. **LEASE TERM.** The term of this Lease will be for a period of months beginning

This lease will be automatically renewed on a month-to-month basis unless written notice of termination is given by either party at least thirty (30) days before the end of the above lease term or any renewal or extension period, or unless another lease is signed between both parties. When renewed on a month-to-month basis, and until another lease agreement for a specific period is signed between both parties, either party may terminate this Lease with a 30-day notice.

4. **MOVE-OUT NOTICE AND RE-LETTING BY OWNER.** At least thirty (30) days written notice of intent to vacate must be give to Owner or Owner's Representative prior to move-out at the end of the above lease term or renewal or extension period. **VERBAL NOTICE IS INSUFFICIENT UNDER ANY CIRCUMSTANCES.** Failure to give the 30-day written move-out notice will subject Tenant to liability for further rentals, cost of re-letting charge in the amount of \$100.00 and other damages and charges to which Owner is entitled. This amount shall be in addition to past due rentals, future rentals, and/or charge for cleaning, repairing, repainting, or other sums due under this lease, and the forgoing shall not waive or diminish Owner's right to recover such additional amounts.

5. **RENT.** The tenant agrees to and shall pay Owner at Wittenberg University, Office of the Cashier, Recitation Hall, P.O. Box 720, Springfield, OH 45501-0720, as rent for the Leased Premises, payable in advance and without demand, monthly payments of \$_____ on or before the first day of each month and continuing thereafter.

The prorated rent from the date of move-in to the first day of the following month is \$_____. The prorated amount and one full month's rent are due and payable upon lease signing.

The rent stated herein will include the rental of the following marked items:

Range ___/___, Refrigerator ___/___

Time is of the essence in this Lease. *If rent is received after the fifth day of the month, a late charge of \$50 will be charged unless prior approval is received from Owner.* When charged, it will be due as additional rent.

The tenant who is a Wittenberg employee may authorize rent payment through payroll deduction by signing a Payroll Authorization Form at the Rental Property Office.

6. SECURITY DEPOSIT. The tenant agrees to pay to Owner on or before the execution of this Lease, excepting special condition of payroll deduction stated below, the sum of \$_____ as a security deposit (Deposit), for the faithful performance of the terms and conditions of this Lease by Tenant.

The tenant who is a Wittenberg employee and utilizes payroll deduction for rent payment may also use payroll deduction to have the Deposit deducted in four equal installments, commencing with Tenant's first payroll check and continuing for the following three payroll checks.

This Deposit will not be construed as rent, and Tenant understands and agrees that the Deposit will not be used to pay last month's rent. At least thirty (30) days written notice of intent to vacate must be given to Owner for refund of Deposit. Refunds will be made in accordance with the terms and conditions of this Lease.

7. DEPOSIT DEDUCTIONS. There will be deducted from the Deposit appropriate charges for: (i) unpaid rent including late charges; (ii) unpaid utilities; (iii) cleaning damages, and required repairs to the Leased Premises or its contents beyond normal wear and tear; (iv) replacing unreturned keys and/or change of locks; (v) cost of removing unauthorized locks and related repairs, if any; (vi) removing and storing abandoned property; (vii) removing abandoned or illegally parked vehicles; (viii) cost of pest control if required by Owner; (ix) trips to admit telephone or cable TV representatives for removal of Tenant's service; (x) insufficient light bulbs; (xi) stickers, scratches, burns, stains, or holes, etc., in walls, doors, floors, draperies, carpets, and/or furniture; (xii) attorneys' fees and court costs incurred in any eviction proceeding against Tenant; and (xiii) other charges provided for herein or agreed to by the parties hereto. Any balance of the Deposit will be refunded to Tenant by mail within thirty (30) days of the date Tenant surrenders the Leased Premises and keys and delivers Tenant's forwarding address to Owner in writing. The owner will provide itemized lists of deductions. If deductions exceed the Deposit, Tenant agrees to pay Owner the amount due within ten (10) days of written notice to Tenant by Owner.

8. UTILITIES AND SERVICES. Utilities and services for the Leased Premises are as follows (an indicates Owner is responsible: a indicates Tenant is responsible):

Gas _____ Electricity _____ Water/Sewer _____ Lawn Care/Snow Removal _____

The tenant will pay for telephone and cable TV for the Leased Premises. If additional installation is required for telephones and/or cable TV service installation plans must be approved by Owner.

The owner will provide the Tenant with regularly scheduled trash pick up. The tenant will place all garbage and trash in suitable, substantial, non-leaking-covered containers or plastic bags and place same at the designated pick-up site by 7:00 a.m. on the day of pick up. The tenant will remove all containers from a pick-up site promptly after each collection. The owner reserves the right that in the

event the contracted trash collection charge increases during the term of this Lease, or any extension thereof, the cost of such increases will be added to the Tenant's rent upon written notification to the Tenant.

Prior to occupancy and receipt of keys, Tenant will establish an account with the utility company for service for which the Tenant is responsible. If after the Lease Period commences, Owner receives a bill from a utility for which Tenant is responsible, Owner has the right to pay the bill and charge the Tenant's account for reimbursement plus a penalty charge of twenty dollars (\$20) per bill received and processed.

If Tenant fails to pay any bill for utility services for which Tenant is responsible when such bills are due, Owner may pay such bills to protect its interest in the Premises and may charge the Tenant's account for reimbursement plus a penalty charge of twenty dollars (\$20) per bill processed.

The tenant must submit in writing his/her request for approval to use or have installed an air conditioner, electric heater, microwave, washer, dryer, ceiling fan, or any other appliance or equipment which might cause additional utility usage. When such approval is given, Tenant agrees to pay related installation charges. The approval will be made a part of this agreement by written addendum and may be subject to an additional charge if Owner is responsible for utility that is being affected.

The tenant will not leave doors and windows open in winter or engage in any other practice or activity which in the opinion of the Owner would cause an excessive usage of utilities.

The tenant who is responsible for lawn care and snow removal agrees to reimburse the Owner for all expenses incurred when Owner is required to service the Leased Premises. The owner will notify Tenant prior to contracting work unless Owner determines an emergency exists in which case no notice will be required.

9. USES OF LEASED PREMISES. The tenant will not permit the Leased Premises or any part thereof to be used for: (i) the conduct of any dangerous, unlawful, or noisy activity (reference City Ordinance, Chapter 509); (ii) the conduct of any activity which violates any applicable deed, homeowners, or subdivision restrictions, or (iii) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other persons near the Leased Premises.

The tenant will keep the Leased Premises, which are reserved for Tenant's private use, clean and sanitary. The tenant will keep garbage out of the living area and in appropriate-covered containers and/or plastic bags.

The tenant will permit no more than two vehicles (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats) on the Leased Premises unless authorized by Owner in writing. Any of Tenant's vehicle which has been left unused for more than thirty (30) days without Owner's consent may be towed by Owner at Tenant's expense, unless Owner determines an emergency exists in which case no notice will be required.

The tenant agrees to abide by the laws of the State of Ohio and the policies of Wittenberg University with respect to the possession, use, and consumption of drugs and alcoholic beverages. The tenant specifically agrees not to furnish, serve, or permit consumption of any alcoholic beverage by persons under the age of 21 years and will not permit kegs of beer and party balls on the Leased Premises.

The tenant will not keep or allow others to keep any firearms, fireworks, or any other dangerous or hazardous materials on the Lease Premises.

The tenant will not allow guests to stay in the Leased Premises longer than twenty-five (25) consecutive days without Owner's written permission.

The tenant will be liable to Owner for damages caused by Tenant, Tenant's guests, or occupants.

If provided, Owner's written Rules and Regulations are hereby made a part of this Lease, and violation of the Rules and Regulations by Tenant, Tenant's guests, or other occupants of the Leased Premises will be deemed a violation of this Lease.

10. RESPONSIBILITY FOR CONDITION OF LEASED PREMISES. The tenant has thoroughly inspected and accepts the Leased Premises **AS IS** except for conditions materially affecting the health or safety of ordinary persons, and Owner has made no implied warranties as to future repairs unless specified in this Lease.

An Inventory Condition Form will be provided to Tenant on or before move-in. The form is to report the condition of the Premises and is not a request for maintenance or repairs. Within forty-eight (48) hours after move-in, Tenant will note any defects or damages on the form and deliver or mail the form to the Owner; Failure of Tenant to return form will be deemed as Tenant's acceptance of the Premises to be in good and clean condition. A fully executed copy of the form will be promptly returned to Tenant. If Tenant does not receive his/her copy within two weeks, it is the Tenant's responsibility to verify that the Owner did receive the form. The owner has provided locks and smoke detectors as required by law. The tenant has inspected the existing locks and latches and agrees that they are safe and acceptable, subject to Owner's duty to make needed repairs of same upon written request of Tenant. Any additional locks or smoke detectors desired by Tenant may be installed at Tenant's expense only after written approval from Owner. When installed, any additional items shall become the property of Owner.

The tenant will use reasonable diligence in the care of the Premises and will be responsible for:

(i) monthly testing of smoke detectors and supplying batteries as needed; (ii) supplying and replacing light bulbs; (iii) providing and caring for interior window treatment; (iv) keeping trash and garbage in a clean, safe, and a sanitary manner by packaging it securely in containers or plastic bags, keeping same outside of the living area, placing same at the designated pick-up site by 7:00 a.m. on the day of pick up, and promptly returning all containers after each collection, (v) keeping lawn and porch areas free from all furniture except that which is expressly designed for porch and outdoor use; (vi) maintaining lawns and removing snow and ice from sidewalks and drives (EXCEPTION: Tenants in the upper unit of a duplex and in dwellings with more than two units); (vii) taking precautions to preclude broken water pipes due to freezing; (viii) costs of plumbing stoppages and damages caused by foreign or improper objects in lines exclusively serving the Tenant's dwelling and not caused by Owner's negligence; (ix) costs for damages to doors, windows, or screens and not caused by Owner's negligence; (x) costs for damages from windows or doors left open; (xi) costs of pest control except for wood destroying insects; (xii) costs for lost or misplaced keys; and (xiii) costs for all damages resulting from Tenant's failure to promptly notify Owner of needed repairs.

The tenant will NOT: (i) make any repairs or alterations to the Premises without written permission from Owner; (ii) remove any part of the Premises or Owner's property for any purpose; (iii) remove, change, or re-key any lock; (iv) make holes in the woodwork, floors, or walls except that a reasonable number of small nails may be used to hang pictures; (v) permit any water furniture in the Premises without providing Owner with proof of water furniture insurance; (vi) permit upholstered furniture on porches or lawns; (vi) install new or additional telephone or cable outlets without permission of Owner; (vii) consent to any street or block party without prior written consent of Owner; (viii) be, or permit any other person to be, on the roof of the Premises or on the roof covering any premises located in the same building; (ix) place, permit to be placed, nor allow to remain on the roof of

the Premises any object; and (x) occupy the attic in any manner.

The tenant agrees to surrender the Leased Premises at the end of the term of this Lease and any extension or renewal thereof in the same condition as when received, normal wear and tear accepted. Normal wear and tear means deterioration which occurs without negligence, carelessness, accident, or abuse.

11. **PETS.** The tenant will not permit any pet to stay on the Leased Premises without prior written consent from Owner. Upon consent, an additional Deposit will be assessed by the Owner. The penalty for violating the pet restriction of this Lease will be \$10 per day, per pet. Payment of this penalty does not cure the default.

The tenant may have a pet on the premises if a Pet Fee is established at the lease signing and this will be considered consent to have the pet. The Pet Fee is a non-refundable fee charged to tenants wishing to have a pet on the premises. The fee is \$200 payable in advance. This does not alleviate the tenant of responsibility for any damages done by the pet during tenancy.

12. **LIABILITY.** Owner or Owner's Representatives will not be liable to Tenant, Tenant's guests, or other occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Leased Premises, or other occurrences or casualty's losses unless such damage or injury is caused by gross negligence of Owner or Owner's Representatives. The tenant agrees to notify Owner immediately of any dangerous or potentially dangerous conditions on or about the Leased Premises. The tenant should secure his own insurance coverage for protection against such liabilities and losses. If Owner, Owner's Representatives, agents, or employees are requested to render services not contemplated in this Lease, Tenant agrees to hold harmless Owner and the others named above from all liability in connection with such services.

13. **OWNER'S RESPONSIBILITY FOR REPAIRS.** All requests by Tenant for repairs to be made by Owner must be directed to Owner or Owner's Representative. This notification can be made in writing or by calling the Work Order Desk at 327-7316 during a business day. Emergency requests on non-business days and/or before and after business hours, should be made by calling the Wittenberg Operator at 327-6231.

OWNER'S DEFINITION OF EMERGENCIES: Problems that Owner is liable for and materially affects the health or safety of an ordinary Tenant. An emergency is not a condition that merely causes inconvenience or discomfort to a Tenant. The Owner does not have a duty to repair or remedy a condition caused during the term of this Lease by the Tenant, a lawful occupant in the Tenant's dwelling, a member of the Tenant's family, or a guest of the Tenant unless the condition was caused by normal wear and tear. The owner will have the right to temporarily discontinue utilities and the use of any fixtures or appliances by Tenant if the interruption results from bona fide repairs, construction, or an emergency. The owner will act with due diligence but will not be obligated to make repairs on other than a business day except in the event of an emergency. No deductions will be allowed in the rent during reasonable periods of repair to the Leased Premises and this Lease will remain in full force. If, in the opinion of the Owner, the Leased Premises is substantially damaged by fire or other casualty loss, Owner may terminate this Lease upon reasonable notice to Tenant. In this event, the rent will be prorated to the date of termination and Deposit(s)

refunded less lawful deduction.

14. **REIMBURSEMENT.** The tenant will promptly reimburse Owner for any loss, property damage, or cost of repairs or service to the Leased Premises caused by negligence or by improper use by Tenant, Tenant's guests, or other occupants unless repairs have been properly made by Tenant pursuant to requirements or permission set forth in this Lease. Such reimbursement is due when Owner makes demand. The owner's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due by Tenant will not be deemed a waiver, and Owner may require payment of same at any time, including deductions from Deposit. The owner may require advance payment of repairs for which Tenant is liable.

15. **OWNER ACCESS.** Owner, Owner's Representatives, and other persons specifically authorized by either of them may enter the Leased Premises upon twenty-four (24) hours' notice in order to: (i) inspect the Leased Premises; (ii) make repairs; and (iii) show the Leased Premises to prospective Tenants or purchasers, governmental inspectors, fire marshals, lenders, appraisers, insurance agents.

Owner, Owner's Representatives, and other persons specifically authorized by either of them may enter the Leased Premises without notice when: (i) services or repairs are requested by Tenant; (ii) notice is impractical; and (iii) in the event of an emergency.

16. **DEFAULT BY TENANT.** If Tenant fails to pay rent or other lawful charges when due; or if Tenant fails to reimburse Owner for damages, repairs, or other costs when due as provided in this Lease; or if Tenant abandons the Leased Premises; or if Tenant, Tenant's guest, or other occupants violate the Lease or Owner's Rules and Regulations (if provided) or applicable state or local laws, Owner or Owner's Representative may terminate Tenant's right of occupancy by giving Tenant three (3) days' notice to vacate in writing. Such termination does not release Tenant from liability for future rentals. Owner's acceptance of rent or other sums due after Owner gives Tenant notice to vacate or after Owner files an eviction suit will not diminish Owner's right of eviction and will not waive Owner's right of property damage, past or future rent, or other sums due. If Owner prevails in any suit for eviction, unpaid rentals, charges, or damages, Tenant will be liable for Owner's administrative costs, court costs, and reasonable attorney's fees, and all amounts will bear 10% interest from a due date. If Tenant's rent is delinquent, Owner will not be obligated to continue utilities which are furnished and paid for by Owner. The owner may report unpaid rentals or unpaid damages to the local credit bureau for permanent recordation in Tenant's credit record.

17. **TENANTS' REMEDIES FOR OWNER'S FAILURE TO REPAIR OR REMEDY A CONDITION.** Where Owner has a duty to repair or remedy a condition materially affecting the physical health or safety of an ordinary tenant, Tenant may terminate this Lease, withhold rent, offset rent against needed repairs, or pursue judicial remedies only when the following procedures are followed: (1) the Tenant has given An Owner prior written notice to repair or remedy a condition which materially affects the physical health or safety of an ordinary tenant; (2) the Owner has had a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities from a utility company; (3) the Owner has not made a diligent effort to repair or remedy the condition; (4) the Tenant has given subsequent written notice to Owner stating that Tenant intends to terminate the lease, exercise repair and deduct remedies, or pursue judicial remedies; and (5)

the Tenant is not delinquent in the payment of rent when the notices were given.

18. **HOLDOVER.** If Tenant fails to vacate on or before the required move-out date (i.e., the end of the lease term or renewal or extension period after proper move-out or vacate notice has been given under Paragraph 4, or a different move-out date agreed to by the parties in writing), Tenant will be liable to pay rent for the holdover period and to indemnify Owner and/or prospective tenants for damages (including lost rentals, lodging expenses, and attorneys' fees); and at Owner's option, Owner may extend the lease term for up to one month from the date of notice of lease extension dates by delivering written notice; to Tenant or Tenant's dwelling while Tenant is still holding over. Rent for any holdover period will be immediately due and payable on a daily basis and delinquent without notice or demand. The tenant understands and acknowledges that Tenant will be considered in possession of Leased Premises and liable for payment of rent for the holdover period until all keys to the Leased Premises are returned to Owner and all personal property is removed.

19. **ASSIGNMENT AND SUBLETTING AND BINDING NATURE.** The tenant will not assign this Lease nor sublet the Leased Premises or any interest without first obtaining the written consent of Owner. An assignment or subletting without the written consent of Owner will be void and will, at the option of Owner, terminate this lease. This Lease will be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and permitted assign.

20. **MILITARY.** If Tenant is or becomes a member of the Armed Forces on extended active duty and receives permanent change of station (PCS) orders to leave the County in which the Leased Premises is located, or is relieved from such active duty, then Tenant may terminate the Lease by giving thirty (30) days written notice, with a certified copy of the military orders attached, provided Tenant is not otherwise in default. (Military orders authorizing base housing do not constitute grounds for termination unless specially waived.)

21. **GOVERNING LAW AND SEVERABILITY.** The laws of Ohio will govern all matters relating to this Lease, including its enforcement and interpretation.

If any provision of this lease is for any reason invalid or unenforceable, it will be deemed severed from the lease, and the remaining parts will remain in full force and effect as though the unenforceable part was not written in the lease.

22. **NOTICES.** Notices to the Tenant will be effective upon mailing by regular United States mails to the Tenant at the Leased Premises address or upon delivery to the Leased Premises.

Notices to the Owner will be effective upon receipt by the Rental Property Manager at Wittenberg University, Rental Office, 225 North Fountain Avenue, P.O. Box 720, Springfield, Ohio, 45501-0720.

In testimony to their agreement, Owner and Tenant have signed this Lease on the date indicated below.

TENANT:

OWNER:

WITTENBERG UNIVERSITY

Signature

BY: _____

Donna M. Picklesimer

Director of Business Services

Date

Date