

University Rentals Lease Agreement

This lease agreement made and executed on the ____ day of June, 20____ by and between University Rentals (Landlord), and the following named individuals (Tenants).

Premises Located: at _____ Athens, Ohio 45701, and its included furniture.

_____ S.S. _____

_____ S.S. _____

_____ S.S. _____

All rental payments must be mailed to : University Rentals P. O. Box 5671, Athens, Oh. 45701, and must not be post marked any later than due date. All payments must include house # and payment period. Maintenance Phone number 591-2073, 594-9098.

1.) Term: The term of this lease shall be commencing on _June ____ 20____, and end on Saturday, Ohio University graduation day, June ____, 20 _____. The Lease shall commence at 10:00 am of the first day of the Lease term as described in this paragraph, and shall end at 5:00pm on the last day of the Lease term as described in this paragraph. In the event that tenants have not vacated the premises by 5:00 PM, they will be assessed a fee of one hundred dollars (\$100.) per hour until such time that the premises are vacated. Landlord will exercise its best efforts to deliver possession of the premises upon commencement of this Lease, but will not be liable for any damages to Tenants other than a daily pro-ration of refunded of the rent to the date upon which occupancy is available to Tenants.

2.) Rent: Basic Rent:

Tenants and Landlord acknowledge and agree the reasonable Basic Rent for the leased premises is \$ _____ for the entire term of this lease payable in equal quarterly installments of \$ _____ each starting on the ____ day of _May__, 20____ and continuing to pay ON OR BEFORE THE SAME DAY OF EACH CONSECUTIVE QUARTER.

Any portion of rent not paid by the 14th day of the month in which rent is due shall be deemed a breach of this Lease. Landlord may decide in his sole and absolute discretion whether the terms of this Lease breached by the late payment of rent.

Discounted Rent: As an inducement of prompt rent payment, a Discounted Rent instalment of \$ _____ as a quarterly payment may be paid by tenants if paid fully by 5:00p.m. of the 3rd day of the month in which rent is due. If Tenant's deliver a Discounted Rent instalment and it is not delivered in the correct amount, or delivered after the 3rd day of the month, Landlord shall deliver or mail by the 10th of the month notice of failure to qualify for Discounted Rent payment. The written notice described in this paragraph shall set forth the balance owed on the Basic Rent obligation and specify the date by which Tenants must pay the balance owed for rent.

2b.) Rents will be considered received on the post-marked day of the envelope. All rents must be sent in mail to P.O. Box 5671, Athens, Oh. 45701.

Tenant Initials _____

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2c.) There will be a \$25.00 fee assessed for all checks returned for insufficient funds.

2d.) THE FAILURE TO TIMELY PAY A RENTAL INSTALLMENT AS PRESCRIBED IN THIS LEASE SHALL BE GROUNDS FOR THE TERMINATION OF THIS LEASE. LANDLORD SHALL BE ENTITLED TO EVICT TENANTS AND COLLECT FOR ALL REMAINING RENTS, OTHER CHARGES, AND DAMAGES ACCORDING TO THIS LEASE AND THE OHIO LAW FOR SUCH BREACH OF LEASE. TENANTS AND CO-SIGNERS OF THIS LEASE ARE JOINTLY AND SEPARATELY LIABLE. THE FAILURE BY THE LANDLORD TO ENFORCE ANY OF THE ABOVE PROVISIONS IN ANY GIVEN PERIOD SHALL NOT CONSTITUTE A WAIVER OF ANY REMEDY AFFORDED TO TENANTS, OR TO COLLECT SAID CHARGES AT A LATER DATE.

3.) Security Deposit: Tenants agree to pay a deposit of \$ _____ to the landlord (per unit not per person). This deposit shall be held by Landlord as security for the payment of all rent and other amounts due from Tenants to Landlord. Security deposit if necessary, will be kept by Landlord in whole or partial for cleaning, repairing, unpaid utilities, unpaid rents, trash hauling, or replacing any furniture or parts of the premises (after tenants vacate them). Security deposits is not to be used by tenants as monthly rental, in case this happens, a \$50.00 per day penalty will be charged for each day the deposit has been used as rent payment. Please note Security Deposit Charges for list of potential charges against security deposit.

4. Utilities: Tenants shall be responsible for all utilities used at the aforesaid premises. Tenants shall pay said utilities on a monthly basis, and must change accounts over to their names within (3) days of 1st day of lease regardless of occupancy. If Tenant's do not transfer utilities over within (3) days, a \$50/ per day penalty will be assessed. Any unpaid utilities, which are not paid within (7) days after end of lease will be charged \$50 a day penalty.

5.) Sub-Leasing: Tenant(s) shall not assign this lease, nor sub let said premises without the prior written consent in writing of the Landlord. Tenants that do receive permission to sublet premises are reminded that they are still responsible for the rent and any damages that may result.

6.) Rules and Regulations:

6a.) Pets are not allowed under any circumstances. This applies to your pets, or pets that you are watching for someone else. If evidence of owning a pet is brought to the attention of the landlord, this shall be grounds for eviction.

6b.) Waterbeds are prohibited.

6c.) No noise, music or other loud sounds or conduct shall be permitted at any time in such a manner as to disturb or annoy private residences or neighbors.

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6d.) Parking is restricted to the vehicles owned by the Tenants. No recreational vehicles, trailers, boats, campers, or storage items are allowed, unless authorized in writing by the Landlord. No inoperable vehicles may be left on the premises that are in the process of repair for more than one week. Parking on the grass is prohibited.

6e.) No signs, signals, illumination, advertisement, notice or any other littering, non- standard draperies or equipment shall be exhibited, inscribed, painted, affixed, or exposed on or at any window or any part of the outside or inside of the premises without the prior written consent of the Landlord.

6f.) No awnings or other projections including air conditioners, television, or radio antennas or wiring, shall be attached to or extended from the outside walls of the premises.

6g.) Patios and front porches shall not be used for storage of personal property.

6h.) Barbecues are to be used in a responsible manner. Remember damage by these appliances may be costly to you.

6i.) The toilets, basins, and showers or any other plumbing fixture shall not be used for any other purpose other than that for which it was intended. No sweepings, rubbish, rags, cups, grease, sanitary napkins, tampax or tampax sleeves, condoms, cutips, paper towels, or any other improper articles shall be thrown into them. **Damage resulting from misuse of such facilities shall be paid for by the Tenants.**

6j.) All trash and garbage must be placed inside of plastic trash bags inside of garbage containers and put out in front of premises on street curb on garbage pickup day.

6k.) No occasional guests are permitted to stay more than three days without the prior written consent of the Landlord.

6l.) No equipment may be moved from any part of the building. All equipment must be permanently retained in its original location.

6m.) All damages to the premises caused by moving or carrying of articles therein shall be paid for by Tenant(s).

6n.) The Landlord shall not be responsible for any theft of personal property of the Tenant or guests, nor for any damage, loss or destruction of persons, property caused by fire, water or any other cause. **Tenants are encouraged to insure personal property.**

6o.) The toilets, basins, sinks, bathtubs, shower stalls and other plumbing fixtures shall be maintained by the Tenants. This includes the clogging and drainage of these fixtures. The Landlord shall be called and informed immediately if water is leaking out from any fixtures or pipes so that additional damage is not caused to floors and ceilings. Tenants should ask to be advised if they do not know how to use toilet plungers or how to turn off water to certain fixtures.

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6p.) Any and all illegal activity is prohibited on the premises.

6q.) ABSOLUTELY NO SUNBATHING, STANDING, OR SITTING ON ANY ROOF SURFACE.

6r.) Athens City Code 29.29.06(c) prohibits the use of extension cords in rentals. Power strips may be used.

6s.) All replacement of light bulbs in premises will be responsibility of tenants. All bulbs must be in operating condition when you move out. Any bulbs not replaced and in working conditions upon move out will be charged against security deposit. Please check size and type of bulb needed before you replace them.

6t.) Tenants shall not alter or paint any of the aforesaid premises.

6u.) Tenants shall not put any holes in walls for posters, pictures, etc..

6v.) Carpets, walls, kitchen fixtures, stoves, dishwasher, refrigerators, washers, dryers, windows, ceilings, and any other objects found in rooms, hallways, and stairways shall be kept clean and sanitary at all times.

6w.) Tenants shall not damage the plaster, wallpaper, wood or surface coating of the walls, doors, windows, appliances, and furniture by nailing, taping or gluing.

6x.) There shall be no major appliances such as electric ovens, refrigerators, air-conditioning units, or heaters in the rooms without the Landlord's written consent.

6y.) All tenant(s) regardless of fault are responsible for the upkeep and cleanliness of the house.

6z.) Tenant(s) will be responsible for removal of snow and ice on side walks and driveways during winter months.

6aa.) Tenant(s) will also be responsible for spraying of ants, roaches, bees, etc.. when needed.

6bb.) Tenant(s) will be responsible for any pipe damage by draining food, grease, sanitary napkins, or other foreign objects, and for pipe freezing due to low temperature settings during duration of this lease. Temperature must be set at a minimum of 60 degrees F during cold weather.

These rules may be added or amended from time to time by the Landlord, and such amendments will be effective immediately upon notification of Tenant.

Violation of these Rules and Regulations shall be a breach of the Lease. These Rules are severable and the invalidity of any Rule shall not affect the validity of any other Rule.

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Landlord Initials_____

7). Use: The above named tenants are the only people to reside in the aforesaid premises. Tenants acknowledge and agree that the premises is a ____ BR Dwelling and landlord is permitted to have ____ occupants reside in unit. If a permitted tenant moves in, the rent shall increase by _\$00.00__ per month. If any one tenant moves out, the remaining tenants will be held responsible for the entire lease-term rent and utilities. If all the tenants move out of the premises, they will be responsible for the entire rent and utilities up until the date the lease expires.

8.) Smoke Detector's, Extinguishers, Fire Safety: Tenant's agree that rental unit is equipped with smoke detectors in each bedroom and each floor level, rental unit is equipped with fire extinguisher, tenants have received pamphlet on fire safety or have viewed on our website at lease signing. If Tenant destroys or tampers any fire safety device, tenant will be subject to a \$100 penalty per incident. If all fire equipment is not accounted for at time of move out, there will be charges against security deposit.

9). Liabilities ; Tenants agree that the Landlord shall not be liable for theft, destruction, loss, damage or personal injury occurring in the premises or elsewhere on the Landlord's property regardless of cause.

10a.) Tenant Responsibilities: Tenants are fully responsible for rental unit upon first day of beginning of lease.

10b.) Tenant's agree to let possible future tenant's view premises with a 24hr notice or if Tenant voluntarily let possible future tenant's view premises without notice.

Tenant's will be responsible for cleaning of unit when informed of unit showing for rental. If house is not clean, we have staff that will clean at tenants expense at a rate of \$25/hour. Tenants shall pay for all repairs to the premises and appliances that are necessary because of Tenants' negligence or abuse, and the cost of said repair shall be paid by Tenants within fourteen (14) days of the date Tenants receive an invoice or bill from Landlord.

11) Remedies for default: If tenants shall fail to pay rent, or any other sum to Landlords for 5 days after it shall become due, or shall default in any other provisions of this Lease, or shall abandon the premises and remove or attempt to remove their possessions from the premises, Landlord in addition to all other remedies provided by law, may void and terminate this Lease, immediately re-enter and resume possession for the premises as is the Landlord's right prior to the execution of this lease.

IN THE EVENT OF SAID DEFAULT BY TENANTS, ALL RENTAL INSTALLMENTS FOR THE REMAINDER TERMS OF THIS LEASE SHALL IMMEDIATELY BECOME DUE AND PAYABLE AT THE OPTION OF THE LANDLORD WITHOUT NOTICE OR DEMAND SAID NOTICE AND DEMAND BEING HEREBY EXPRESSLY WAIVED BY TENANTS, ALSO TENANTS WILL BE RESPONSIBLE TO PAY FOR LANDLORD'S LEGAL AND ATTORNEY'S EXPENSES.

Tenant Initials_____

Landlord Initials_____

12.) Condition of Property:

Tenants have inspected the property and found that there were no broken windows, that no painting is needed, carpets are free of stains and burns, and all the property is clean and in very good condition.

12b.) Also Tenants agree that no further improvements are needed to the inside of the property or outside.

12c.) However if something becomes damaged between now and the beginning of this Lease, the Landlord will make needed repairs during this lease.

12d.) Please inform Landlord in writing of any damage within 3 days of occupancy

12e.) Repair work , painting, or any other move-in request are generally done during the months of June, July, and August .

12f.) University Rentals will only grant repair request that adhere to the Athens City Code.

13.) Jointly and Several Liability: Each Tenant under the terms of this lease is jointly and severally (individually) liable to landlord for the total rent due for the premises, together with any and all damages or other miscellaneous charges.

13b.)If one of the Tenants fails to pay rent, damages or any other miscellaneous charges, then any and all of the other tenants are responsible for full amount.

13c.) Tenant's are responsible for the cost or damage caused by their guests at the rental unit.

14.) Landlord's Right to Enter: Tenant's will permit Landlord, its agents, employees and any designated individuals to enter upon the premises at all reasonable times and always after a twenty four hour's notice for inspection, repair or improvement.

14b.) Twenty-four notice is hereby given any time tenant's have temporarily vacated the premises, such as for holiday and spring breaks, to make inspections for safety and health purposes.

14c.) Landlord may enter the premises without notice in an emergency, as permitted by law.

14d.) Landlord may show the leased premises during reasonable hours to prospective tenant's or buyer's. Property may be leased to new future tenants at any time.

15.) Landlords are required by Federal Law to disclose known information on lead based paint hazards. This applies to houses built prior to 1978, which may have lead based paint.

16.) TENANT(S) AGREE TO ABIDE TO THE RULES AND REGULATIONS OF THE LEASE GOVERNING THE SAID PREMISES.

Tenant Initials_____

Landlord Initials_____

17) Office Hours: University Rental's office hours are 9am-4pm, Monday through Friday. All maintenance request are to be called into the office and will be dealt with in a timely fashion. OFFICE IS CLOSED AND NO MAINTENANCE WORKERS WORK ON SATURDAYS AND SUNDAYS.

18.) Move In Procedure:

18a.) All rental units are professionally cleaned the week after Ohio University Graduation. Tenants are responsible for cleaning (if they feel further cleaning is needed) upon move in of rental unit, removal of dog, yard waste, mold removal and any other cleaning related items.

18b.) If tenant moves in any personal property before official lease start, tenant(s) will be assuming any adherent risk for their personal property. Tenant(s) will be accepting unit as cleaned and it will be the tenant(s) responsibility for deep cleaning of rental unit including but not limited to cleaning, carpet shampooed, appliances, bathrooms, etc.. Tenants may pay for this service if warranted. At end of lease term University Rentals contracts cleaners to clean. **This will also be tenant(s) charges against security deposit. Landlord is not responsible in any way for tenant's personal property.**

18c.) It is the responsibility of tenant to do a walk through of premises within (3) days of beginning of lease. At this time tenants shall make a detailed list of any damages at the premises. The move in check list can be found on our website. Tenant's will also supply the Landlord with a Maintenance request form sent directly to our office. The purpose is to inform us of any deficiencies that we might have missed and to be the basis for determining any damage when you move out.

18d.) It will be the sole responsibility of tenants to keep premises clean even if the tenants are not occupying the premises especially during the summer months and Christmas break. Rental units in which no one is living may incur a musty odor or mold, so we require that you take every precaution to prevent this.

18e.) All maintenance request forms must be received by our office within (7) days of beginning of lease. We will work on maintenance request during the months of June, July, and August. We will satisfy reasonable request that are within the Athens City Code. We do not have a direct time line during this period, but will complete work as soon as possible. Our top priority is for Emergency situations (water break, gas leaks, etc...).

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19.) Move-Out Procedure:

HOUSECLEANING POLICY AND OTHER MISCELLANEOUS ITEMS

(This information is to be used as a guide for when you move in and when you move out. In order to protect our investment and to provide you with a safe and sanitary environment in which to live, the following procedures will be followed. By not doing this, you will run the risk of not being able to substantiate prior damage. When the lease term ends, you will be required to leave the home in the same clean state as when you moved in. If you are not able to do this, then you may hire a professional firm to do this prior to moving out, or the landlord will take necessary steps to provide this service and the cost will be assessed to you the tenants. The following is a brief guide as to what is considered a thorough cleaning and how it should be done.

1. All rooms have been cleaned by washing walls, woodwork, and floors. Clean water must be used with a cleaning product that is designed for this. I recommend Murphy's Oil soap for all woodwork including floors.
2. Window blinds must be wiped clean. Rooms used by smokers may require additional cleaning and blinds sometimes need to be soaked in the bathtub.
3. All appliances must be cleaned. Ovens, area under burners, and broiler must be free of grease and food residue. This may require using oven cleaning products. Be sure to wear gloves for this as it can be caustic. Refrigerators must be clean and all food items discarded.
4. Personal belongings, furniture, and other debris that you brought into the home must be removed. This includes basement areas and outside areas. If you make arrangements with the new tenants to buy some of your things, these must be clearly marked as such. Any items left, that need to be disposed by the landlord will be assessed a removal charge.
5. Bathtub, bathtub surrounds, and shower doors must be free of soap scum and mold. There are products on the market that are designed for this. Remember, do not use highly abrasive cleaning products on bathtubs. Sometimes soaking the tub with bleach will remove much of the grime.
6. Kitchen cabinets should be washed inside and out and all food items, utensils and dishes are to be removed.
7. Carpets should be vacuumed and free of dirt and spots. Carpets that are not left clean will be assessed a professional cleaning. If you do use a cleaning service to do this, please provide the landlord with a copy of the bill upon leaving. Any carpets that you bring must be removed and not left in the basement. Please be cautious about cigarette smokers in your home because burn holes can and do occur and this be an expensive problem.
8. Any damage should be reported to the landlord. If the responsible party is not known, all tenants will equally share in the cost.
9. All keys must be left in an obvious location upon moving out. Each key must be labeled with your name to ensure avoiding a key charge. This applies to all entrance keys and bedroom keys if applicable. Keys that are not returned will be assessed a \$10.00 per key charge.
10. Garbage cans that were furnished must remain on site.

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11. All light bulbs must be in working order when you leave. \$1.00 per regular bulb will be charged or more for specialty bulbs. Smoke detector batteries must be in the unit and working. A charge of \$3.30 for each battery missing or not in working order will be made. Remember, it is a crime to remove smoke detector batteries. Fire extinguishers must be in working order. If an extinguisher has been discharged, please inform your landlord.

12. Call the city to get a final reading for your water bill upon moving out. Arrangements must be made to pay this final bill which is a month behind. Any unpaid utility bills within (7) days after end of lease will result in a \$50/ per day penalty.

A FINAL WORD ABOUT CLEANING. PEOPLE SOMETIMES FEEL THAT CLEANING AMOUNTS TO MOVING BELONGINGS OUT AND DOING A QUICK VACUUMING OR WIPE UP. MANY CLEAN THEIR INDIVIDUAL ROOMS AND CONSIDER THE JOB DONE. IF YOU ARE RENTING A WHOLE HOUSE THE WHOLE HOUSE WILL BE INSPECTED FOR CLEANLINESS. IF YOU LIVE IN A HOUSE FOR A WHOLE YEAR AND DO NOT CLEAN, THIS IS LIKELY TO BE A BIG JOB. IF YOU LIVE IN THE HOUSE AND DO PERIODIC CLEANING THIS IS LIKELY TO BE NOT AS BIG OF A JOB, BUT IT IS STILL A JOB. WE RENT TO YOU AND NOT TO THE DIRT YOU CREATED. WE DO NOT CONSIDER THIS CLEANING POLICY TO BE EXCESSIVE AS IT IS THE ONLY WAY WE KNOW TO KEEP ON TOP OF THINGS AND TO BE ABLE TO PROVIDE YOU WITH THE KIND OF HOUSE WE OURSELVES WOULD WANT TO LIVE IN. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS POLICY, PLEASE VOICE THEM PRIOR TO SIGNING THIS LEASE.

20.) Security Deposit Return:

Landlord shall return Tenant's deposit, together with a itemized statement of deductions within (30) thirty days of the following three events:

- 1.) Termination of lease
- 2.) Tenant's return of possession (including keys) and
- 3.) The lease is based on the rental unit and not individual therefore the security deposit and itemizations will be sent to (1) address. Please send in writing to our office (do not leave in rental unit) the forwarding address you want it sent to.
- 4.) Finalization of utility bills.

RECEIVE YOUR FULL DEPOSIT BACK WHEN YOU MOVE!

This list is provided at move-in and move-out so you are aware of the cost of property damage, and so you can avoid these expenses and do what is necessary to get all your deposit back.

Cleaning (not done by you)

Refrigerator	\$35
Vacuum entire unit	\$75
Stove top or Oven	\$25 - \$50
Kitchen Cabinet or Counter top	\$20
Kitchen or Bathroom floor	\$30
Bathtub/shower	\$25
Toilet	\$25
Carpet cleaning or Deodorizing	\$100 - \$150
Extensive cleaning	\$25 per hour/ per person
Replace door lock	\$25

Damages

Remove crayon marks	\$25
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Small/Large nail hole repair	\$10 - \$35
Replace interior/exterior door	\$150 - \$250
Replace sliding glass door	\$200
Replace faucets	\$50
Replace bathroom mirror or cabinet	\$50 - \$75
Replace Shower heads	\$15
Replace toilet	\$175
Replace garbage disposer	\$100
Replace countertop	\$250-\$450
Repair window pane	\$75 - \$150
Replace blinds	\$75
Replace Tile/linoleum	\$300-450
Missing Items	
Replace light bulb	\$1.50
Light fixture globe	\$15
Light fixture	\$50
Electrical outlet/switch	\$5
Electrical cover plate	\$2
Replace key	\$2
Replace shower curtain	\$10
Replace refrigerator shelve	\$25
Replace oven knob	\$8
Replace window screen	\$25
Additional Charges	
Replace curtain rod or towel bars	\$20
Replace smoke detector	\$10
Remove junk and debris	\$75/hour
Replace fire extinguisher	\$100
Remove wallpaper	\$150
Fumigate for fleas	\$150
Replace thermostat	\$75
Clear drain stoppage	\$150
Fence replacement	\$45 per foot

These are just a sample of some of the possible charges, tenants may be liable for other damages not listed.

LANDLORD/OCCUPANT DECLARATION OF COMPLIANCE AND DISCLOSURE AS REQUIRED BY CITY OF ATHENS

Dwelling:

(Street Address)

Owner: Telephone: Street Address: University Rentals P.O. Box 5671, Athens, Oh. 45701

Owner's Authorized Agent: Dan DeLuca

Telephone: 740-594-9098

Street Address:

For each dwelling unit subject to the provisions of the Athens City Code, this form must be current, completed and signed by the owner or the owner's agent and by each occupant at the time of renting or leasing any residential rental property or at the time of any change in ownership, or occupancy of any residential rental property. This form shall be kept by the occupants at the address of the residential rental property above. The occupants shall make it available immediately upon request to an Athens City Code Enforcement Officer or Police Officer in connection with an investigation of a violation occurring at the residential rental property.

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Landlord Initials_____

DECLARATION OF COMPLIANCE WITH OCCUPANCY RESTRICTIONS

I have made personal and diligent inquiry and make this declaration based upon personal knowledge. The names of all the occupants, other than minor children living with a parent or other legal custodian, who reside in this dwelling, are as follows. If any relationship is claimed between occupants for the purpose of claiming the benefit of the family exemption that allows three adults to reside in the dwelling, the names of the occupants who claim to be related shall be identified below, together with the names of the persons through whom they claim to be related. You are not required to provide information concerning relationships unless more than four adults reside in the dwelling, and the dwelling is located in an R-1 or R-2 Zone.:

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

NOTICE OF DISCLOSURE TO OCCUPANTS

PLEASE READ CAREFULLY THE INFORMATION PROVIDED BELOW CONCERNING LOCAL LAWS AND DISCUSS IT WITH YOUR LANDLORD. THIS NOTICE PROVIDES INFORMATION YOU WILL NEED TO KNOW WHILE LIVING IN A RENTAL DWELLING UNIT OR ROOMING HOUSE. The summary paragraphs below are not meant to be a substitute for careful reading of the complete ordinances found in the Athens City Code.

Occupancy Restrictions

Section 29.03.04 The **Rental Dwelling or Rooming House Permit** shall state the maximum number of persons who may occupy the rental dwelling or rooming house.

Front Yard Parking

Section 23.08.01 Exclusive of hard surface driveways where parking is permitted, off-street parking areas or parking structures for residential structures **shall not be located in front of any residential structure.**

Trash Can Placement

Section 5.02.03 All trash cans shall be kept in containers **stored out of view from the street** behind the front edge of the house except when the containers are at the curbside for pickup. Trash cans may be placed at the curbside after 7:00 p.m. the day before the regularly scheduled pickup day, plastic bags may be placed at curbside for pickup but no earlier than 7:00 a.m. the day of regularly scheduled pickup. Trash cans and recycling containers shall be removed from the curb by sundown on the pickup day.

Recycling

Section 5.05 Recycling is to be placed curbside on the same day as scheduled trash pickup but should not be intermingled with trash as it will result in extra bag charges. Place recycling so it is separated from the trash. As no one pays for recycling, multiple apartments or homes may pile recycling together.

Recycling Materials Accepted:

Tin/Steel Food Cans - Rinse cans and lids and place in grocery sacks. Labels need not be removed.

Aluminum - Rinse aluminum beverage cans and place in grocery sacks. Scrap aluminum (foil, pie pans, etc.) & aluminum cat food cans should be rinsed, placed in separate sacks.

Glass - Rinse, remove caps, and separate by color (clear, brown). Place in grocery sacks. Labels need not be removed. Metal caps may be recycled with steel cans. Green and blue glass no longer accepted.

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Plastic - Small-mouth #1 and #2 plastics only. Milk jugs, pop bottles, shampoo and detergent bottles. Remove caps, rinse and place in grocery sacks. Jugs may be stepped on to save space. No wide mouth containers (butter tubs, cottage cheese, yogurt containers), plastic bags, or plastic caps. Look for recycling symbols with numbers on the bottom of the container.

Corrugated Cardboard - Brown corrugated and paper grocery sacks only. Must be flattened. Place in boxes, bags, or tied bundles.

Mixed Paper - Letterhead, copy paper, notebook paper, other white office paper. Remove paper clips. Staples need not be removed. Most other non-glossy colored paper and envelopes, with or without windows. Place in grocery sacks. Other paper types, such as file folders and green bar computer paper, are also accepted, but must be placed in separate sacks.

Newspaper - Stack neatly in grocery sacks or bundle with twine. Do not mix with other paper. Slick ads need not be removed, or may be placed with magazines.

Magazines and Catalogs - Place magazines, catalogs, phone books, and glossy paper in grocery sacks.

Paperboard - Cereal boxes, cracker boxes, pop and beer cartons, egg cartons, paper towel rolls, etc. Remove plastic inserts. Flatten and place in grocery sacks or large paperboard box.

Call the Athens-Hocking Solid Waste District at (740) 797-4208 for more information.

Litter

Section 29.12.01 & 13.07.06 All exterior property areas and **premises shall be maintained in a clean, safe and**

sanitary condition free from any accumulation of rubbish or garbage. The occupant shall maintain the exterior property area in a condition that does not deteriorate or debase the appearance of the neighborhood or adversely alter the appearance and general character of the neighborhood that creates a fire, safety, or health hazard, or is a public nuisance that contributes to neighborhood blight. No person shall place or dispose of any garbage or waste, or peelings of vegetables or fruits, ashes, cans, bottles, wire, paper, cartons, boxes, furniture, glass, oil, or anything else of an unsightly or unsanitary nature on any land adjoining a public road.

Accumulation of Refuse

Section 29.34.02 & 5.02.11 Every occupant shall dispose of all solid waste in a clean, safe, and sanitary manner by placing it in **containers equipped with tight-fitting covers**.

Noise Control

Section 13.04.10 No person shall recklessly make or cause to be made or continued or participate in any loud or unusual noise that **disturbs the peace and quiet**.

Nuisance Party

Section 9.14 A social gathering or party which is conducted on premises within the City and which, by reason of the conduct of the persons in attendance, and results in any four or more of the following offenses occurring at the site of the said party or social gathering, or on neighboring public or private property: disorderly conduct; illegal open container; outdoor urination or defecation in a public place; unlawful sale, furnishing, dispensing or consumption of beer or intoxicating liquor; sale or furnishing of beer or intoxicating liquor to an underage person; possession or consumption of beer or intoxicating liquor by an underage person; illegal use of a controlled substance; public indecency; unlawful deposit of litter or refuse; the damage or destruction of property without the consent of the property owner; unlawful pedestrian or vehicular traffic; standing or parking of vehicles that obstructs the free flow of traffic on the public streets and sidewalks or that impedes the ability to render emergency services; unlawfully loud noise; or any other conduct or condition that threatens injury, inconvenience, or alarm to persons or damage to property which is hereby declared to be an **unlawful public nuisance**.

Animal Control

Section 9.01.01 & 9.01.05 No animal shall be permitted to run at large in any street or public ground, or to go upon or enter any private yard or lot, without consent of the owner of such yard, lot or enclosure. It is unlawful for any person in charge of any dog to take or allow said dog to go onto public property or in a public place without being **on a leash**. No person having charge or control of a dog shall permit such dog to cause physical harm to any person. The person having charge of any animal shall have in their possession necessary implements to remove any excrement or objectionable wastes deposited on public or private, and shall remove such excrement immediately. It shall be unlawful for any person to harbor or keep a dog which by **loud and frequent or habitual bark-**

Tenant Initials_____

Landlord Initials_____

ing, howling or yelping, shall cause annoyance or disturbance to the neighborhood.

Tenant Initials _____

Landlord Initials _____

Owner Confirmation: I hereby affirm that the above Declaration of Compliance and information provided herein is true and correct and that I have reviewed this form in its entirety with the above occupants. I further affirm that the above occupants are the only occupants authorized to reside at the rental dwelling unit located at the address of the rental property identified above and that such occupancy by those persons complies with current Athens City Code regulations.

I further understand and declare that this form and the information contained herein are pursuant to current Athens City Code regulations. The penalty for failure to have this form shall be a minor misdemeanor.

Date: _____ Signature : _____ (owner/ agent)

Occupant Confirmation: I hereby affirm that the above Declaration of Compliance and information contained herein are true and correct and that if this information changes, I will be required to complete a new form. I certify that the persons listed above are the only tenants or occupants of the property listed above. I further certify that I have read the Notice of Disclosure to Occupants and reviewed it with the owner/agent of the property. I further understand and declare that this form and the information contained herein are made pursuant to current Athens City Code regulations. I know that the penalty for failure to have this form is a minor misdemeanor.

Occupant Signature: _____ Date: _____

Occupant Signature: _____ Date: _____

Occupant Signature: _____ Date: _____

Occupant Signature: _____ Date: _____

Occupant Signature: _____ Date: _____

Occupant Signature: _____ Date: _____

University Rentals

P.O. Box 5671

Athens, Ohio 45701

(740) 594-9098 (Office)

(740) 591-2073 (Maintenance)

WITNESS WHEREOF, Landlord and Tenant have executed this contract in duplicate this _____, day of June, 20____.

Signed and acknowledged in the presence of:

LANDLORD

TENANTS

Tenant Initials _____

Landlord Initials _____

Tenant Initials_____

Landlord Initials_____