

This Agreement, Made the _____ day of _____, 201_____, between Firwood Apartments, LTD, hereafter referred to as Firwood, and the tenant(s) as listed below.

Lease Terms			Other Terms	
Tenant (s)	1.	_____		
"	2.	_____		
"	3.	_____		
"	4.	_____		
"	5.	_____		
Lease Period	Starts 3:00 p.m.	/ / thru 10:00 a.m. / /	/ / thru 10:00 a.m.	/ /
Apartment Size.....	< -----			
Maximum Occupants.....				
	Monthly Plan	Two Payments of :	Monthly Plan	Two Payments of
Rent Due.....	\$ _____	\$ _____	\$ _____	\$ _____
Furniture.....				
Pet.....				
All Incl. { Budget { (See Par. 2-C)	Electric.....	}	}	
	Gas / Heat.....			
	Cable & Road Runner			
	Phone.....			
Total Rent due	\$ _____	\$ _____	\$ _____	\$ _____
Late Charge	\$ 30.00	2.0 % per Month	\$ 30.00	2.0 % per Month
Day Rent is Due	First Day of Month	1st Pmt. / / 2nd Pmt. / /	First Day of Month	1st Pmt. / / 2nd Pmt. / /
It is agreed that changes may be made on the ledger card if approved (initialed) by Firwood staff & one or more of the above.				
Total Deposit Due	\$ _____			

1. Deposit, Rent and Other Charges

- a. **Deposit and the first month's rent** - must be paid in full before any keys or access will be granted. The deposit is intended to protect Firwood from property damage and should be returned in full if all terms of this agreement are fulfilled. This will occur within 30 days of the expiration of this lease agreement provided the tenant submits a written forwarding address.
- b. **Rent Payments** - are due and payable to Firwood Apartments at 344 Firwood Drive Apt D, Dayton, Ohio 45419.
- c. **Late Charge** - The above late charge will be applied if rent is not in the office on or before the due date as indicated above. Rent paid after due date is late. Firwood encourages open communication when problems exist and an extension may be granted at Firwood's discretion.
- d. **Returned Checks** - Checks returned from the bank are subject to a 10 % charge or a charge great enough to cover all expenses incurred by Firwood, whichever is greater. In addition, late charges will apply as applicable.
- e. In the event that any of the above tenant(s) fail(s) to pay or are evicted for any reason, the remaining person(s) may be held liable. It is recognized that **any individual listed** can be held **responsible** for the entire rent and damages until the end of the lease or until the apartment is vacated, whichever occurs last.
- e. **Additional Charges** may be applicable for persons not listed above or for other violations of the lease agreement.
- f. **Unable to Give Possession** - Firwood will make every reasonable effort to deliver possession of tenant's apartment on the date as indicated on this document. However, if this is not possible within three days from the date the lease was to start due to unforeseen circumstances such as tenant holdover, extensive damage, etc., tenant(s) may cancel this lease without liability. It is also agreed that Firwood will not be held liable beyond the amount of the deposit.
- g. **Lease Void** - Firwood reserves the right to void this agreement if deposit and rent is not paid in full as agreed.

2. Services Provided

- a. **Water, Sewage & Trash** container - will be provided for normal household use but charge up to \$10.00 per day for unreported running water. In addition, Firwood reserves the right to apply a sur-charge for significant increases to Water or Sewage.
- b. **Heat** - is provided if indicated on this document when the high plus the low temperature is forecasted to be less than 100 degrees for two or more days. Examples: 60 high + 40 low, 55 high + 45 low, etc. Firwood reserves the right to charge back heating charges if the total expense is greater than the two previous heating seasons. (October thru April)
When heat is not provided, tenant agrees to maintain a minimum amount of heat to prevent freeze damage.
- c. **Optional All Inclusive Plan** - Tenant agrees to pay the Budgeted amount or as updated on any future addendum(s) in addition to rent and other charges as indicated on page one of this agreement. It is understood that **Cable and High Speed Internet** (Road Runner) will be provided by Firwood (if desired) at a rate that should be less than Time Warner's standard rate. The tenant(s) will be permitted to add features such as HBO, Show Time, HD TV, Turbo Internet, etc by dealing directly with Time Warner but **no other provider will be allowed for cable or Internet services.** It is also understood that Budgeted utility cost for **Electric and Gas** is a good faith estimate based on normal usage that should allow tenant(s) to maintain an average temperature of 70 degrees. However, in the unlikely event the accumulated Budgeted amount is exceeded by the end of this agreement, it is agreed that the excess usage expenses will be paid by the tenant(s). If the accumulated amount is not exceeded, there will be no refund and the savings will be used to help offset the expense Firwood incurs for providing this service. A spreadsheet showing the monthly usage for Electric and Gas will be available in the office for review. **Phone** services may be added if desired but will be restricted unless subscribing to an unlimited service. If the rent and All Inclusive Expenses are not paid in full by the 15th day of the month due, Firwood reserves the right to disconnect any and all these services without notice. (Note: All Cable and Internet equipment provided remains the property of Firwood)
- d. **Repairs** - The tenant(s) is encouraged to report repairs needed and should expect expedient service. Dripping faucets, toilets running, closet doors off track, etc. can only serve as costly annoyances. When repairs are reported or emergencies occur, the tenant grants permission for Firwood maintenance or their bonded agents to enter their apartment and make repairs during reasonable hours when possible.
- e. **Swimming Pool** - and other recreational facilities are privileges Firwood is pleased to extend. However, this privilege is revocable to prevent damage, safety hazards or for other rule or lease violations. Tenant(s) agree to review and adhere to all posted rules and notices.
- f. **Insurance** - While Firwood provides adequate insurance for their own property, it is recommended that the tenant(s) contacts his or her insurance agent and inquire about insurance for their own possessions as well as damage they may cause to Firwood or other tenant(s).
- g. **Full or Partial Destruction** - In the event that the premises are damaged by fire, the elements, or other casualties, Firwood will make repairs with reasonable dispatch after being notified of such destruction. In the event the premises cannot be restored to satisfactory condition within a reasonable period of time, this agreement may be cancelled by Firwood and liabilities will cease as of the date of such damage.
- h. **Pest Control** - Tenant(s) agree to permit Firwood Staff or their bonded agent to enter their premises monthly or as needed, without further notice, for the purpose of pest control and assessment. *Tenant agrees to pay for all damages and money lost for failure to report insects or any other pests on a timely basis*
- g. **Tenant(s) agrees** to hold Firwood Apartments LTD, Firwood Management LTD, their owners and employees harmless from any injuries or damages caused when utilizing their *free* transportation (shuttle) service and accepts all risks. This service will generally be available on the undergraduate UD school days from *September through April* (subject to change) and Firwood reserves the right to discontinue, alter, or refuse this service without cause.

3. Move-in Basics, Maintenance, and Other Considerations

- a. **Condition of Apartment** - The tenant(s) accepts the apartment in their present condition, and agrees to maintain their apartment and other common areas clean and in a safe condition. Further, Firwood warrants that the premises will be in good condition upon arrival including but not limited to the following:

<ul style="list-style-type: none"> * Stove and oven spotless * No broken or cracked glass and screens in place * Shower, Tub, and doors soap and mildew free * Refrigerator clean * Carpet vacuumed - Report stains and burns if any 	<ul style="list-style-type: none"> * Sinks and other fixtures clean * Woodwork ,baseboard , heater vents & fans clean * No holes in wall (except small nail holes) * Paint in good shape but not necessarily freshly painted.
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In the event the above conditions were not found upon move-in, any exceptions must be reported with a written inspection within 24 hours from the time the first person moved in. Other repairs, if any, should also be reported at this time.
- b. **Utilities** - Tenant(s) agree to have the utilities as applicable assigned to their name on or before move-in date. In the event this is not done, the utility bill will be payable to Firwood along with a ten dollar fee for each bill received. Please note that the electric is never provided. (Separate written agreement may supersede this.)
- c. **Hanging Pictures or Permanent Alterations** - While hanging a limited number of pictures is permitted using very small nails, nothing should be hung or attached using screws, molly bolts, stickers, tape, or other items which will cause damage to the paint or surface. All such nails shall be removed upon move-out and remaining hole or area should not be obvious when observed from the middle of the room.
- d. **Door, Window, and Screen Damage** - and other vandalism must be reported to the police and a copy of their report must be submitted to the Firwood to avoid charges. If you are locked out, call the office or emergency number as posted on the office door. While there is a \$15.00 charge (\$30.00 from 10:00 p.m. until 8:00 a.m.) for lock-outs, this is less than the damage caused from breaking in. (No charge if we are *in the office*)

4. Rules and Other Conditions

- a. **Pets Prohibited** - Dogs, cats, and other pets are prohibited without advanced written approval. Tenant(s) found with unauthorized pets will be accessed with a one hundred dollar charge plus ten dollars per day until they find a new home for their pet. Further, visiting pets are not permitted without advanced written approval.
- b. **Cars or Other Vehicles** - Changing of oil or other major work is prohibited on Firwood property. All vehicles must be properly licensed and maintained. Motorized bikes and engines are never permitted inside the buildings. Minor repair (less than one day) and other work that will not cause oily or messy conditions or damage to other property is permitted.
- c. **Parking** - cars or other vehicles blocking entrances, exits, or that have not been moved for two weeks or more and ones that are inoperable and that appear to be abandoned may be towed at the owner's expense without further notice. Please keep management informed for possible special consideration.
- d. **Excessive Noise and Harassment Prohibited** - Tenant(s) agrees to refrain from excessive noise and all forms of harassment and agrees to grant others their right to peaceful enjoyment of their apartment.
- e. **Trash disposal** - Trash must be properly disposed of in the containers as provided. Trash is never to be left in the halls and should this occur, it will be disposed of at the rate of ten dollars per trip to the dumpster.
- f. **Bikes, Toys, Barbeques** - and other debris are not to be left in the halls or in other areas that could result in a fire or safety hazard. These items will be disposed of without notice at the expense of the owner.
- g. **Storage is Prohibited** - in furnaces and hot water tank rooms that could result in a fire or other safety hazard.
- h. **Tenant's Housekeeping** - Tenant(s) agree to maintain good housekeeping standards so as to prevent damage or odors. Housekeeping tips are available from the office that will save hours when cleaning ovens, showers, refrigerators, etc.
- i. **Use of Apartment** - The apartments at Firwood are to be used for residential use only and are not to be used for sales, commercial use, illegal and other non-conforming purposes. In addition, overnight guests are not permitted to stay more than three days without advanced written permission and only up to *the maximum limit authorized in their apartment (contact office)*.
- j. **Windows, Screens and Window Covering(s)** - Tenant(s) agree to: keep the screens closed, agrees to cover windows with the white venetian blinds as provided or white backed drapes, and agrees not to hang out the window(s).
- k. **Tenant(s) are Responsible for their Guests** - It is the tenant's responsibility to assure that their guests abide by all rules and conditions of this agreement. In the event that the tenant(s) host an event that results in an abnormal amount of hall traffic and damage occurs in the hall or other common areas, the tenant(s) will be responsible for such damage. In the event that damage occurs to the halls or other common areas and the responsible party cannot be identified, the charges will be evenly distributed to those serviced by that hall or area.
- l. **Smoking is Prohibited in the Halls** and within 15 feet of any entrance and the tenant agrees to contain and dispose of cigarette butts in containers of their own. Limited smoking is prohibited in the tenant(s) own apartment.
- m. **Other rules** - Tenant(s) will abide by other rules such as those posted for the pool or elsewhere on Firwood property, for special events, or use of other facilities, etc.

5. Disclosure of Information on Lead- Based Paint and Lead-Based Paint Hazards (as required by law)

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre 1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Leaser's Disclosure - (Signature on lease acknowledges the following)

- a. Presence of lead-based paint or lead-based hazards (See checked (X) below)
 - () Known lead-based paint and / or lead-based paint hazards are present in housing.
(explain) See next line.
 - (X) Leaser has no knowledge of lead-based paint and / or lead-based paint hazards in the housing.
- b. Records and reports available to the leaser (See checked (X) below) ;
 - () Leaser has provided the lessee with all available records and reports pertaining to lead-based paint and / or lead-based paint hazards in the housing. (list documents below).
 - Note : No documents exist that identifies lead-based paint or lead-based paint hazards at Firwood Apartments.

Lessee Acknowledges the following as checked (X) with the signing of this document.

- c. (X) Lessee has received copies of all information listed above.
- d. (X) Lessee has received the pamphlet " Protect Your Family from Lead in Your Home.

Agent's Acknowledgment noted with signature of this document

- e. (X) Agent has informed the lesser of the lease obligation under 42 U.S.C. 4852(d) and is aware of his / her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate,

