

**LEASE AGREEMENT  
SLOW IDAHO, LLC**

Address: 115. East Walnut Street, Oxford, Ohio 45056. **This is a non-smoking residence.**

Term of Lease: **8/25/17 through 5/12/18, Fall and Winter/ Spring Terms**

**Rent: The house rent is: \$ 32,000 per Fall term and \$32,000 per Winter/Spring term; which equals \$4000 per tenant / per Fall term and per Winter/Spring term, based on occupancy of 8 tenants. Maximum allowable number of tenants: 8. All tenants assume joint and several liability for the rental obligations set forth in this lease.**

**DEPOSIT: \$500.00 per tenant at the time of signing the lease. At the signing of the lease, a tenant should be designated to be the signee for electric. However for water and gas it will be necessary for someone to sign up with these utilities. The Oxford Natural Gas Co. (513) 523-2555 requires a prepaid deposit. If gas and water are not pre-signed for transfer prior to your moving in, they cannot be turned on. These utilities can only be turned on during the week, never on the weekends. The electric is Duke Energy (800) 544-6900. Water and trash is City of Oxford (513) 524-5221. Warner Cable is (513) 523-6333.**

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the Owners(s)/Landlord(s) named Slow Idaho, LLC collectively referred to in this lease as "landlord" and the person/ persons named \_\_\_\_\_ collectively referred to in this Lease as "Tenant," enter into this Lease in Oxford, Ohio, in consideration of Landlord's and Tenant's mutual promises that are stated below:

**Rent Due:                      August 1 – Fall Term                      January 2 – Winter/Spring Term**

Tenant shall pay Landlord, Slow Idaho LLC, the sum of rent due, in consideration for this Lease and the Lease Term. Payment for said rent of the premises shall be made in two payments. Late rental payments shall be subject to a late charge when more than five (5) days past due, of \$10.00, plus \$10.00 per day thereafter. Payment of the late charge shall not cure any default of this Lease by Tenant, nor shall Landlord's acceptance of rent past due or late charges be considered a waiver of any default of Tenant, including Landlord's right to eviction proceedings. Any rental payments made by check shall be charged a handling fee of thirty dollars (\$30.00) if the check is returned unpaid. No tenants will be issued a key or will be permitted to move in until the semester **RENT** is paid in full.

**LANDLORD'S AGENT:** Slow Idaho, LLC, 7465 Deer Run Lane, Cincinnati, Ohio 45233

**NOTICES, RENT DEPOSITS AND COMMUNICATIONS TO LANDLORD:** Any notices that Tenant is required by law to give Landlord shall be addressed to Slow Idaho, LLC, 7465 Deer Run Lane, Cincinnati, Ohio 45233.

**LEASED PREMISES:** Landlord leases the following described property: 115 East Walnut Street, Oxford, Ohio 45056. "Premises" or "Leased Premises" as referred to in this Lease includes the building, any porches, balconies or patios attached to the building, stairwell areas, and any common grounds used by the tenants.

**TERM OF LEASE:** The term of this Lease commences on 8/25/17 and terminates on 5/12/18 hereinafter referred to as the "Lease Term."

**RENEWAL AND HOLDOVER:** This Lease will not automatically renew. Tenant shall pay fifty dollars (\$50.00) rent each day Tenant occupies the premises or otherwise holds over after the expiration of Lease Term.

**UTILITIES:** Tenant is responsible for all utility bills for the term of this Lease. **Electric:** Duke Energy (800) 544-6900. **Warner Cable:** (513) 523-6333. **Gas:** This must be pre-signed. A deposit with Oxford Natural Gas (513) 524-5221 must be made. **Water and trash:** This also must be pre-signed with the City of Oxford (513) 524-5221. If utilities, gas and water are not pre-signed by the tenants, they will not be turned on when you return in August.

**SECURITY DEPOSIT:** Tenant shall deposit with Landlord upon entering this Lease. The deposit is security for the faithful performance by Tenant of this Lease. The deposit will serve as a fund from which Landlord has the option to obtain partial or full reimbursement for any amounts that Tenant is obligated to pay as rent, damages, or otherwise under this Lease or under the law. Landlord may obtain such reimbursement without prejudicing any other available remedies or rights including Landlord's right to possession of the premises for nonpayment of rent. In the event that Landlord obtains any reimbursement out of the deposit fund, upon notice Tenant shall immediately redeposit the same amount so that the total security deposit remains unchanged. If

Landlord repossesses the premises because of abandonment, default or breach of this Lease by Tenant, Landlord may apply the security deposit to all damages suffered to the date of repossession. Landlord may also retain the balance of the security deposit to apply to damages that may accrue or be suffered after the date of repossession by reason of Tenant's default or breach of this Lease. Landlord will return the security deposit less permissible itemized deductions to Tenant at Tenant's forwarding address that Tenant must provide to Landlord. Tenant shall forfeit any amount of the security deposit that Landlord is otherwise obligated to refund if Tenant fails to provide a correct forwarding address. In no event will the security deposit be returned until Tenant has vacated the premises and delivered possession to Landlord.

**RENTER'S INSURANCE AND LIABILITY:** Tenant is responsible for insurance on personal property and liability. All personal property belonging to Tenant or any other person, located in or about the building or premises shall be there at the sole risk of the Tenant and such other person, and neither the Landlord nor his agents shall be liable for theft or misappropriation thereof, not for any damage or injury thereto, nor for damage or injury to said Tenant or to other persons or to other property consistent with the Ohio Landlord Tenant Act.

**ABANDONMENT OF PREMISES PRIOR TO END OF LEASE TERM:** Tenant understands that upon signing the Lease, Tenant is obligated to make all rental payments stated in the Lease, and is bound by this Lease even if Tenant abandons or never occupies the premises for part or all of the Lease Term. Please be advised that Landlord makes no promises that attempts to find a replacement Tenant will be successful, and further advises that Landlord's experience is that obtaining replacement Tenants during the Lease Term is unlikely. Landlord advised Tenant to notify Landlord at the earliest date if for any reason Tenant does not plan to occupy, and does not want to pay rent for the entire Lease Term, in order to provide Landlord with more time to attempt to obtain a replacement Tenant. Landlord does not obligate itself to find replacement Tenants except to the extent required by law. Any attempt to find replacement Tenants does not constitute surrender or termination of this Lease.

**CARE AND USE OF PREMISES DURING LEASE TERM:** Tenant shall assume complete and total liability for any damage to the leased premises or fixtures thereof caused by anyone other than Landlord or his agents. Tenant shall be responsible for normal household maintenance such as replacement of light bulbs, cleaning of carpets, sinks, commodes, replacement of appliance bulbs, etc. Tenant shall use care in placing only small finishing nails for hanging pictures. No tape shall be used, if so, Tenant shall be liable for any damages caused. Tenant shall abide by the "Rules and Regulations" attached at Exhibit A, and any reasonable amendments to these Rules and Regulations that are enacted during the Lease Term upon notification of these amendments.

**DAMAGES AND REPAIR OF PREMISES DURING LEASE TERM:** Tenant shall pay for all repairs to the premises and appliances that are necessary because of Tenant's negligence or abuse. Landlord will make all major repairs as required by law. Landlord shall pay for such repairs, but Tenant shall pay for any repairs necessary because of damage or negligence caused by tenant. Tenant shall report any damage to Landlord within twenty-four (24) hours of discovering the damage. Landlord will have damages repaired within a reasonable time after Tenant gives written notice of the need for such repairs. Except to prevent further damage, Tenant shall not repair or have repaired any damages. Failure to report needed repairs is negligence per se on the part of Tenant. Certain damages, in the experience of Landlord, occur with regularity, and Tenant agrees to the following minimum charges for such damages:

clean plugged drains/disposals due to Tenant misuse	\$50.00
keys not turned in/lost per key	\$15.00
cleaning refrigerator or stove, each	\$40.00
repair or replace storm or screen inserts	\$40.00
clean dirty carpet, per room	\$50.00
remove trash or other items from premises	\$100.00
replace smoke alarms/fire extinguishers, each	cost of
replacement	
clean bathroom, including tub, shower, toilet, lavatory, etc.	\$60.00
carpet burns/tears	estimated cost of
repair	
walls, dirty or damaged	estimated cost of
repair	
unauthorized locking devices on doors	\$35.00
cleaning of premises	\$30.00 per hour spent, per cleaning
person	
clean kitchen cabinets, countertop, sink, etc. (excluding appliances)	\$50.00
painting, per hour	if \$40.00
all items not listed above are charged to Tenant at the estimated cost of total replacement, labor and material.	

**FIRE, OTHER DESTRUCTION AND CONDEMNATION:** If the premises are partially destroyed by fire or other destruction during the Lease Term, Landlord shall repair any damage to the structure with all reasonable diligence, and without unnecessary interruption of Tenant's occupancy. If the premises are rendered uninhabitable during the Lease Term, Landlord shall repair any damage to the structure with all reasonable diligence, and without unnecessary interruption of Tenant's occupancy. If the premises are rendered uninhabitable during the Lease Term by fire, other destruction or

condemnation for more than five (5) days, this Lease shall terminate and the rent shall cease to accrue as of the date of destruction. Rents and deposits previously paid will be refunded, prorated to the time the premises became uninhabitable, less any deductions permitted under this Lease. Tenant must notify Landlord immediately in the event of fire or other casualty.

**LANDLORD'S RIGHT TO ENTER:** Tenant will permit Landlord, its agents, employees and designated individuals to enter upon the premises at all reasonable times. Landlord reserves the right to enter the premises if Tenant has temporarily vacated the premises, such as for Christmas and Spring Breaks, to make inspections for safety and health purposes upon reasonable notice as provided in the Ohio Landlord Tenant Act.. Landlord may enter the premises without notice in an emergency, as permitted by law. Landlord may show the leased premises during reasonable hours to prospective Tenants or purchasers.

**SUBLETS AND ASSIGNS:** Tenant shall not assign, sublet, board, or transfer any part of the premises without Landlord's written consent, and a new Lease and full security deposit must be submitted prior to receiving Landlord's written consent. Tenant agrees that the maximum number of people occupying the premises shall be eight (8). Tenant also agrees that no guests shall live in the premises without Landlord's written approval.

**TENANT'S RIGHT TO QUIET ENJOYMENT:** Tenant shall have peaceful and quiet enjoyment of the premises during the Lease Term, provided that Tenant complies with the Lease.

**JOINT LIABILITY:** This Lease is between Landlord and each signatory, both individually and severally. Each person who has signed this Lease as a Tenant is liable for the full amount of the rent and other obligations under this Lease.

**TENANT'S SUCCESSORS:** This Lease shall be binding upon Tenant's heirs, legal representatives, successors, and assigns.

**AMENDMENTS TO THIS LEASE:** This Lease is the entire agreement between Landlord and tenant, there being no oral condition, representation, warranties, or agreements. Any subsequent modifications of this Lease shall not be valid unless in writing and signed by Landlord.

**SEVERABILITY OF LEASE PROVISIONS:** Landlord and Tenant agree that each provision of this Lease shall be deemed severable and, if for any reason any provision is invalid, unenforceable or contrary to law, the applicability or validity of any other provisions of this Lease shall not be affected.

**HEADINGS:** The headings in this Lease are for convenience and reference only, and in no way change or explain the interpretation or meaning of the provisions in this Lease.

**GOVERNING RULE AND LAW:** This lease shall be governed and construed under the laws of Ohio.

## **EXHIBIT "A" LEASE AGREEMENT RULES AND REGULATIONS**

**These Rules and Regulations are a binding part of this Lease, and may be amended, as stated in Section 18 of this Lease.**

**EMERGENCY CALLS:** In an emergency, Slow Idaho, LLC's managers may be called at home. All regular business should be taken care of during regular business hours. An "emergency" is defined as circumstances in which either Tenant or property may suffer loss if the situation remains uncorrected. **An emergency (calls between midnight and 8 am) is defined as one in which either tenant or property will suffer loss if the situation is not corrected until the following day.** Primary contact is Tim Reddy at (513) 598-6543 and secondary contact is Tim Peters at (513) 941-4666.

**FIRE SAFETY:** Tenant shall be responsible for maintenance and replacement of any smoke alarm batteries and any fire extinguisher in the leased premises which is discharged or loses pressure during the Lease Term. **This is a non-smoking residence and at no time is there to be smoking in the house. No candles, incense or any other potential fire hazard materials or devices are permitted.**

**HEALTH AND SAFETY:** Tenant shall comply with all applicable state, county and local housing, health and safety codes. Tenant shall keep the leased unit safe and sanitary and shall not act in a way that would cancel, violate, or increase the fire insurance policy or premium on the leased premises. Tenant shall use and/or operate all electrical and plumbing fixtures properly, and keep all plumbing fixtures in the leased premises in a clean condition.

**LOCKOUTS AND KEYS:** If Tenant is locked out of Tenant's premises, or for whatever reason needs Landlord's assistance to gain access to the leased premises. Tenant shall be charged a fee of forty dollars (\$40.00). Tenant shall also pay replacement cost of any lost keys. Tenant shall not place any additional locks on any door.

**THERMOSTAT SETTING:** During the winter months and during vacation breaks, under no circumstances shall the heat in the leased premises be turned off, or under no circumstances shall the leased premises thermostat be set lower than sixty degrees (60) Fahrenheit. Any damage to the pipes or any other damage that occurs because of disregard of this clause shall be Tenant's responsibility.

**COMMON AREAS:** The sidewalks, entry passages, halls, public corridors, and stairways shall not be obstructed by Tenant or used by Tenant for any other purpose other than ingress and egress.

**NOISE AND DISTURBANCES:** No Tenant or Tenant's guest shall create excessive noise or disturbance at any time. Loud radio, television, or stereo will not be tolerated, and special care should be taken to prevent all loud noise levels before 8:00 am and after 10:00 pm.

**ALTERATIONS TO PREMISES:** Tenant will make no alterations or additions to the leased premises without prior written consent of Landlord.

**WATERBEDS:** No waterbeds are allowed in the leased premises.

**NO PETS:** No pets shall be allowed at any time. Failure to observe this rule will constitute a breach of this agreement on the part of the tenant and an eviction notice will be issued to all tenants. Tenant agrees that if a pet is found on said premises, the entire security and damage deposit shall be retained by Landlord as payment for damage.

**THIS WILL BE STRICTLY ENFORCED. ANY PETS FOUND ON PREMISES AUTOMATICALLY FORFEITS ALL DEPOSITS AND WILL RESULT IN IMMEDIATE EVICTION.**

**FURNACE AND AIR CONDITIONER:** Tenant agrees to notify Landlord as soon as possible if problems occur with heating and/or airconditioning

**HOUSEHOLD MAINTENANCE:** Tenant shall perform normal household maintenance, including the replacement of light bulbs, and cleaning of carpets, sinks, commodes, etc.

**APPLIANCES:** Tenant shall forbid any other person who is in the leased premises with Tenant's permission from intentionally or negligently destroying or removing any fixtures, appliances or other part of the premises.

**DISPOSABLE ITEMS:** The **PLUMBING** in your house is very old, thus disposable personal items are to be wrapped and placed in trash containers – **NEVER IN THE TOILET.** Items, which are placed by the Tenant or their guests in the garbage disposal unit, toilet, tub, shower stall, or sink drains that require repair, will be an expense of the Tenant.

**CURTAINS, DRAPES & BLINDS:** We do not furnish curtains, drapes, blinds or window shades.

**PERSONAL PROPERTY STORED ON PREMISES DURING SUMMER PRIOR TO BEGINNING OF LEASE:** Landlord may agree to let Tenant store property on premises at their own risk during the summer prior to the beginning of the lease in the fall, **but in no way assumes any liability** of the property left on premises. The property should be clearly marked as to save for next school year. Any property left in the house is at your own risk. **LANDLORD WILL ASSUME NO RESPONSIBILITY IF IT IS MISSING.** There will be many different people in and out of the house and the house may be left open during the day when doing repairs. **TENANT SHOULD CARRY HOUSEHOLD INSURANCE TO COVER ANY AND ALL PROPERTY STORED ON PREMISES.** Tenants agree to store property during the summer **at their own risk** and landlord assumes no responsibility of tenants' property. **If Landlord finds furniture on the premises belonging to non-tenants, it will be removed at Tenant's expense.**

**KEG PARTIES: DO NOT PUT KEGS IN SHOWER STALLS OR BATHTUBS.**

When this much weight is placed in these areas, it will weaken the structure. If Landlord finds or sees any kegs in these areas, Tenant will be charged \$300.00 per incidence in order to cover the future replacement of these items. Also, if Tenant puts them on the carpet, Tenant will be charged a minimum of \$100.00 for excessive wear and tear to the floor coverings plus the cost of cleaning. (One house paid over \$800.00 for new carpet, after a keg party). Place kegs on the front porch, back porch or outside.

**FURNITURE:** No upholstered furniture of any kind may be placed outdoors of the leased premises, including on the patios, porches, and balconies. No furniture of any kind may be left for any extended period of time outdoors, including patios, porches and balconies.

**TRASH:** All garbage/refuse shall be disposed of in a proper manner. The city will pick up refuse on a designated day during the week. When you pick up your key at the beginning of the semester, a handout sheet will illustrate the pick up days for your residence. If Landlord is notified by the city about trash around your premises, Landlord will call Tenant to get it cleaned up. If it is not cleaned within four (4) hours, Landlord will clean it up at Tenant's expense. Tenant is responsible for all garbage/refuse disposal charges.

**VISITOR'S:** Tenant is responsible for any and all damages caused by Tenant's visitors. Tenant and Tenant's guest will conduct themselves in a mannerly fashion and be respectful to their neighbors; failure to do so could result in eviction.

**PARENT'S GUARANTEE:** It is required that this Lease be accompanied by a notarized Parent's guarantee form from each signatory. Failure to obtain a Parent's Guarantee Form will in no way modify the Lease.

**ROOF:** No Tenant, guest, other persons, animals or plants are allowed on the roof area of the building at any time. Violation will result in automatic forfeiture of damage deposit.

**PARKING:** No vehicles may be parked at any time on lawns or sidewalks.

**SLEEPING ROOMS:** Only the designated sleeping rooms on the first and second floor shall be used for sleeping rooms. Under no circumstances is the attic to be used for permanent sleeping quarters.

**EXTERIOR SIGNS:** No exterior signs, decorative lights, or any nails or other types of fasteners are to be placed on the house without permission of the owners. An area will be provided to hang a house sign.

**CITY OF OXFORD HOUSING CODES:** Violation by the tenants of city of Oxford housing codes and subsequent fining of the tenants by the City of Oxford shall be grounds for eviction.



## **TENANTS SIGNATURE PAGE**

**The covenants, conditions and agreements made and entered into by the parties hereto are also declared binding on their respective heirs, successors and assigns. The undersigned have read and understand the terms herein and intend to become legally bound upon execution of this document and have received a copy of this document.**

**PRINTED TENANT NAME**

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**TENANT SIGNATURE/DATE SIGNED**

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

**PLEASE MAKE RENT AND DEPOSIT CHECK PAYABLE TO SLOW IDAHO L.L.C.  
AND MAIL WITH THIS SIGNED PAGE TO:**

**TIM REDDY  
3110 APPLE ORCHARD LANE, CINCINNATI, OHIO 45248**