

**Lease AGREEMENT**  
**Zink Holding, LLC** (Owner)  
**(d/b/a: University Suites)**  
2459 Zink Road, Fairborn, OH 45324  
Phone: (937) 429-8050

**THIS LEASE** (hereinafter the "Lease") has been made entered into at Fairborn, Ohio, effective the 4 (day) of September (month), 2012 (year), by and between Zink Holding, LLC. dba. University Suites (hereinafter the "Landlord" and sometimes the "Owner", and \_\_\_\_\_ (hereinafter, whether one or more, the "Tenant")

**WITNESSETH** that, in consideration of the covenants and agreements hereinafter set out, the said parties do hereby covenant and agree with each other as follows:

1. **PREMISES LEASED:** Landlord leases to Tenant and Tenant lease from Landlord, \_\_\_\_\_ (Building-Unit-Bed) (hereinafter the "Apartment" and sometimes the "Premises" located at University Suites, in the City of Fairborn, Ohio. A private bedroom ("Bedroom") accommodation in a \_\_ bedroom, \_\_ bathroom apartment ("Apartment"), within an apartment building ("Building") within the apartment Community, as more specifically described below. The Owner is the owner of the building (hereinafter the "Building") of which the bedroom is part the Owner's address for purposes of the lease is 2459 Zink Road, Fairborn, Ohio 45324.

Description: The "Premises" is defined as including each of the following:

- a. Tenant's sole (Bedroom is Private) use of a Bedroom in an Apartment in the Apartment Community. Tenant's specific Building, Apartment and Bedroom will be assigned by the Manager prior to the move-in date.
- b. Together with the other Tenants of the Apartment, Tenant's shared use of the Common Areas in the Apartment and the Apartment Community (for the purpose of this Lease, "Common Areas" are those within the Apartment to which all Tenants have general access.
- c. Tenant's sole (Bedroom is Private) and Tenant's shared use of all appliance within the Common Areas of the Apartment.
- d. Tenant's shared use of the mail box assigned by Manager.

**LEASE TERM:** The landlord hereby leases to the Tenant and Tenant hereby rents from the Landlord, for a term commencing at noon on the \_\_ day of \_\_\_\_\_ in year \_\_\_\_ (hereinafter the "Commencement Date") and ending at noon on the \_\_ day of \_\_\_\_\_ in year \_\_\_\_ (hereinafter the "Expiration Date") (from the Commencement Date to the Expiration Date hereinafter the "Lease Term"). It is expressly understood that this lease is for the entire Term regardless of whether the Tenant is transferred, ceases to be enrolled in a college or university in Dayton, Ohio, loses a co-tenant, becomes ill, marries, divorces, or for any other reason is unable to continue occupying the Premises. The fact that Tenant and Tenant's roommate may be in conflict with each other will not result in Tenant being able to terminate this lease. Accordingly, the Tenant's obligations to pay rent hereunder (and the Guarantor(s) obligation to ensure payment of the same) shall continue for the entire Term of this lease and until all sums due Landlord hereunder have been paid in full. Tenant may not occupy said Premises until this Lease and other required documents have been fully signed by all parties. Resident is required to **renew lease or give a written 60 day advance notice** prior to lease expiring.

2. **CONTRACT PAYMENT:** Tenant in return for use of the Premises and in consideration of the covenants and agreements herein shall pay the Landlord the sum of Two thousand eight hundred ninety one dollars and nineteen cents (\$2891.19). The Tenant agrees to pay the Landlord said contract amount without offset or deduction. The first installment or prorate payment are due before getting the keys, in the amount of \_\_\_\_\_ (\$\_\_\_\_). The rest of the installments are due in advance, in the amount of \_\_\_\_\_ (\$\_\_\_\_) (hereinafter the "Installment"), commencing with the first full installment on the first (\_\_) day of \_\_\_\_\_ in the year \_\_\_\_, and continuing on the first (\_\_) day of each succeeding calendar month with the final installment due of \_\_\_\_\_ (\$\_\_\_\_) on the \_\_\_\_ of \_\_\_\_\_ in the year \_\_\_\_.

3. **LATE CHARGES:** If the rental payment is not received by the close of the 4<sup>rd</sup> day of the month, it is considered delinquent. Rent will be paid to **University Suites**. A **\$30.00** late fee is applied on the 5<sup>th</sup> of the month and **\$5.00** per day fee will accrue until rent is paid. **If rental payment is not received by the 10<sup>th</sup> day of the month, legal action will be taken against the resident for possession of the apartment and Owner's remedies.** Cash not accepted for rental payment.

4. **SECURITY DEPOSIT:** The Tenant has deposited with Landlord the sum of \$\_\_\_\_\_ as a security deposit for the faithful performance of the conditions stipulated in this Lease and Ohio Law. The Tenant agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent for the last month of occupancy. The Landlord, at the expiration of the Lease or hold-over tenancy, may apply the security deposit for past due rent, fees, utilities, re-keying of the Premises, replacement of keys, replacement of appliances or mechanicals, removing of Tenant's discarded items, and/or for the cost of repainting damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guest, family or invitees. Also abandonment or

vacating of the Premises by the Tenant before the end of the term shall result in Landlord deducting damages he has incurred from the security deposit.

Each of the aforementioned Tenants shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy, including negligence.

The Tenant agrees to provide the Landlord, in writing, a forwarding address upon vacating the Premises. The Landlord agrees to return to the Tenant the security deposit, or whatever part has not been applied in a payment of any Tenant obligations under the Lease, within thirty (30) days after the expiration or any renewal of the lease and delivery of possession of the Premises to the Landlord, whichever is last to occur. Any deduction from the security deposit shall be itemized and identified in writing by Landlord during this time period. This provision does not waive rights of the Landlord to seek damages in excess of the security deposit. The Tenant agrees to reimburse the Landlord for any rent, utilities due and/or damages exceeding the security deposit.

**5. OCCUPANTS:** Tenant may not permit another person to live in the Premises or in the Apartment or in the Bedroom. The Apartment may be occupied only by those persons approved by Landlord. If the Apartment at any time is occupied on a non-transient basis by any person or persons not approved in writing by Landlord, Tenant shall be in default of this Lease and Landlord may avail itself of those remedies provided under Paragraph (15) hereof, including the right to terminate this Lease. Tenant shall remain primarily liable for all obligations of the Tenant as provided in this Lease.

a. **GUEST:** Although Tenant may have visitors from time to time, it is understood that occupancy of the Premises is expressly reserved for Tenant only, and any persons occupying the Premises as a guest only if the Manager is notified in writing by Tenant and consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guest in excess of three (3) day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Tenant and guest an amount of rent equal to that being paid by Tenant, in addition to right of Landlord to declare the Lease in default and pursue any of Landlord's other remedies hereunder or by law.

b. **VACANT BED:** If the Apartment consists of more than one bedroom, Landlord has the right, when any bed within the Apartment is unoccupied to place a new Tenant in the unoccupied Bedroom unless you all other Tenants in the Apartment agree to pay Landlord, as part of Tenant's respective Rent, the rent due and other charges due for such unoccupied Bedroom. Tenant is not allowed to use any vacant room or bed for any purpose whatsoever unless Tenant is paying rent for the room. If Landlord discovers that Tenant is using a room or bed in the Apartment that should be vacant, Landlord has the right to charge an amount equal to 30 days rent for use of that room or bed plus the cost of refurbishment. If this situation is discovered and none of the Tenants of the Apartment claim responsibility, then the charges will be divided evenly among the Leaseholders of the Apartment. Multiple Violations will result in multiple charges for illegal use of the room and for refurbishment of the room.

c. **TRANSFERS:** It is understood that the Apartment Unit in which the Premises are located contains other bedrooms in which another Tenant may reside. For purpose of operating efficiency, Landlord reserves the right, upon five (5) days advance written notice when possible to relocate Tenant to another Apartment unit at University Suites. Landlord shall assist Tenant in moving Tenant's personal property to such new unit. Landlord retains the right to assign Tenants to other bedroom in the Apartment units in which the Premises are located. Landlord, to the extent practical, will honor Tenant's request for sharing of a particular apartment unit. Upon request for relocation, Tenant agrees to pay a transfer fee of \$150.00.

**6. ROOMMATE POLICY:** To secure a three bedroom apartment, two individuals must complete all paperwork and pay all fees. Those two individuals then have one week to bring in their third roommate and then in the case of a four or five bedroom Lease agreement, one additional week to bring in forth or fifth roommate. In event that roommates are not brought in during this time, Landlord reserves the right to place roommates into the un-lease bedrooms, relocate Tenant to another unit or cancel the Lease. If Tenant notifies Landlord that Tenant does not have roommates, Landlord will work with Tenant to assist in finding roommates if at all possible.

**COED POLICY:** Coed living is permitted at University Suites-Zink holding, LLC. Landlord must be made aware of your interest to reside in a coed Apartment prior to you signing any Lease documents. In addition, all roommates of a coed Apartment are required to sign Leases and pay all fees at the same time. Coed agreements must be signed by each Tenant and the Guarantors of your Lease prior to Landlord officially accepting you as a Tenant.

**7. BAD OR DISHONORED CHECKS:** If any check used by Tenant to pay Rent is returned by the bank because of insufficient funds or otherwise not paid by the bank, Tenant shall pay Landlord a \$75.00 fee in addition to late charges provided above. Any NSF check must be replaced by an official bank check or money order, which shall included all additional fees and late charges. If two checks are returned by the bank during any twelve (12) month period, Landlord may require Tenant to pay all future Rent by official bank or money order, and failure of Tenant to do so will be considered default by Tenant under the Lease.

8. **EARLY TERMINATION:** If Tenant intends to leave the Premises permanently prior to the Expiration Date, Tenant must provide the Manager with a **45 advance written notice** of the specific date of move-out. Verbal notice with delivering a written notice is not sufficient and will not be accepted. Tenant is not released from liability under this Lease and Tenant's Security Deposit will be held unless payments through the Expiration Date have been made.

In the event Tenant moves out prior to the expiration Date, rent for the remainder of the Lease Term is still payable by Tenant. A buy-out clause or cancellation fee is not applicable. You may be able to re-let your rights under this Lease to another person provided the Manager and/or Landlord give approval. Consent is at the sole discretion of the Manager and/or Landlord. The Manager and/or Landlord must approve the new applicant and if the new applicant is of a different gender than others in apartment, all remaining occupants and guarantors must approve in writing of the coed living arrangement. Tenant's obligations will be terminated under this lease contract once new applicant has been approved and new lease has been executed. Should Tenant's request to transfer rights under this Lease be approved, Tenant also agrees to pay a re-let charges equal **\$250.00**, which will serve to partially defray our cost in making the Premises available for re-let of the Premises. The re-let charge is not a cancellation fee or a limitation of damages collectable.

9. **TEMPORARY REMOVAL:** Tenant agrees and understands that this Lease pertains to Student housing. As such, the move-in/ move-out procedure for this Premise occurs with a short duration of time each year. Additionally, there are circumstances during the course of the tenancy where Landlord is required, due to damages to the structure of the Premises, to enter the Premises and undertake substantial renovations thereto. Tenant further understands that, should either Landlord or Tenant elect not renew this Lease, another Tenant will move-in and occupy this Premise within a short period of time from the designated end date of this lease Agreement. As a result, in the event that this Lease terminates for any reason or in the event there is a necessity to repair any portion of the Premises or any tenement in the building which contains the Premises, Tenant agrees that Landlord shall be entitled to temporarily remove Tenant, including Tenant's belongings from the Premises. If Tenant is removed during the Lease term Tenant will be transferred to an apartment within the community, if Tenant's belongings are removed after the Lease term and Tenant no longer resides at the Premises, Tenant's belongings will be consider abandoned and will be discarded.

10. **HOLD OVER:** If after giving timely notice of termination Tenant fails to vacate the Apartment on or before the Expiration Date and holds over beyond the termination date for any partial month, Tenant shall be liable for the full monthly installment of Market rent at the time of the hold over plus \$200.00 irrespective of the number of days that Tenant actually occupied the Apartment.

11. **FACILITIES:** Said rules and regulations may be amended by Landlord at any time. Failure of Tenant to comply with rules and regulations may result in a termination of privileges to utilize any part or all of the Facilities. Landlord reserves the right to add to, eliminate or modify the Facilities without prior notice to Tenant.

12. **POSSESSION:** Landlord shall endeavor to deliver possession of the Apartment to Tenant on Commencement Date. However, if Landlord is unable to do so, the Lease shall remain in full force and effect, but the Rent shall be abated on a per diem basis until possession of the Apartment is delivered to Tenant. Abatement of rent as provided above is Tenant's sole remedy for Landlord's failure to deliver possession of the Apartment on the Commencement Date, and under no circumstances may Landlord be held liable for any cost or liabilities Tenant may incur because of Landlord's failure to deliver possession of the apartment on the Commencement Date.

13. **ACCEPTANCE OF THE APARTMENT:** Tenant covenants and agrees that Tenant has viewed or will view the Apartment and that all representations as to the condition at Move-in or work yet to be completed by Landlord have been listed on the Move-in/Move-out Inspection report made part of this Lease. Tenant agrees that Move-in/Move-out Inspection report will be completed and returned to the office within 24 hours of move-in. Otherwise, Tenant acknowledges the Apartment is in good condition and ready for occupancy. It is understood that unit may be occupied by other Tenant(s) prior to the Tenant's scheduled occupancy date. In the event the occupied unit, Landlord assumes no responsibility for the condition of the common areas.

14. **USE OF PREMISES: COMPLIANCE WITH LAWS AND SCHOOL REGULATIONS:** Tenant shall use and occupy the Premises as a private dwelling and for no other purpose. Tenant will not allow the Apartment to be used for any purpose in violation of any federal, state or municipal statute ordinance, regulation, order or directive, or take action that will injure the reputation of or disturb or endanger, the community, The Landlord and/or other tenants of the community. Tenant agrees to abide by all governmental laws, orders and regulation and to avoid disruptive behavior or conduct. Additionally, if Tenant is a full or part time student at a university or college, then Tenant also agrees to obey the rules and regulations outlined in that particular institution's Student Code of Conduct or similar instrument(s), and failure to do so may, at Landlords sole discretion, be deemed to be a breach of this Lease by Tenant.

15. **KEYS AND LOCKS:** Keys shall not be duplicated at any time. Locks may not be changed, altered or added without prior written permission of Landlord. Keys, including mailbox, must be returned to the office upon vacating the Premises. After two

(2) lock out services during normal business hours, a fee of \$25.00 will be assessed per occurrence. After hours lock out services will be assessed at the rate of \$50.00 per occurrence beginning with the first (1<sup>st</sup>) such request.

16. **DEFAULT:** If tenant Fails to pay Rent when due, or perform any provision of this Lease, the landlord, at its option, may terminate all rights of Tenant under this Lease. If Tenant abandons or vacates the Apartment while in default of payment of Rent, Landlord may consider any property left by Tenant to be abandoned and may dispose of the same in any manner allowed by law. In event the Landlord reasonably believes that such abandoned property has no value, it may be discarded.

In the event Tenant is in default of any of the terms or obligations of the Lease, violates and/or fails to comply with any of the covenants, terms or conditions of the Lease, or any of The Community Policies herein or hereafter adopted by the Landlord, said default shall constitute grounds for termination of the Lease and/or eviction. Landlord may, in addition to any other rights and remedies it may have pursuant to Ohio law, elect to; (a) continue the Lease in effect and enforce all Landlord's right and remedies including the right to recover the Rent as it becomes due; or (b) at any time, terminate the Lease and recover from Tenant all damages Landlord may incur by reason of the breach of the Lease. Tenant shall be and remain liable for any expense incidental to re-letting, cleaning, including attorney's fees as allowed by Ohio law, concession fees or rental concessions, if any (free or reduce Rent provided at commencement of or during this Lease).

17. **LIABILITY:** The Landlord shall not be liable for any personal conflict of Tenant with co-tenants, Tenant's guest or invitees, or with any other tenant that resides at University Suites. A conflict between Tenants does not constitute grounds for termination of the Lease. The Landlord shall not be liable for any personal injury to Tenant, or damage or loss to Tenant's property, including but not limited to any injury loss or damage caused by burglary, assault, vandalism, theft or any other crimes. All personal property placed or kept in the Premises, or in any space, or anywhere on the adjacent property of the Landlord shall be at Tenant's sole risk and Landlord shall not be liable for any damage to, or loss of, such property.

18. **TENANT'S PERSONAL PROPERTY:** Tenant, at Tenant's sole cost and expense, should obtain and maintain during the term of this Lease insurance sufficient to cover potential loss or damage to Tenant's personal property, including without limitation any loss to Tenant's automobile or personal property in the apartment or on or about the Community. Tenant agree to look to that insurance, rather than to Landlord, to pay for any loss or damage to Tenant's automobile or other personal property. Moreover, to the extent permitted by law, Tenant releases Landlord, its agents and employees, from all claims and liability commonly insurable by that insurance, irrespective if whether the loss is actually insured.

19. **LIABILITY INSURANCE:** Tenant, at Tenant's sole cost and expense, will obtain and maintain in full force and effect during the term of this Lease, a comprehensive general liability renter's insurance policy which would insure Tenant and Landlord (and their respective agents, employees and invitees) against liability or claims for personal injury, wrongful death or a property damage for which Tenant is responsible under this Lease or by law.

20. **ALTERATIONS:** Tenant shall not make any alterations or additions to the Apartment, including installation of contact paper and/or wall coverings or painting of any portion of the Apartment, without the prior written consent of Landlord. All such "approved" additions or alterations to the Apartment shall become the property of Landlord. If Landlord consents to alterations then Tenant shall, prior to the termination of this Lease restore the wall(s), cabinets, etc to their original condition. If Tenant fails to remove any alternations prior to vacating the Apartment, Landlord may charge Tenant for the cost of such removal and restoration.

21. **RULES AND REGULATIONS:** A copy of the presently existing rules and regulations is made part hereof by reference. The Landlord may amend the rules and regulations from time to time as the Landlord deems necessary. Additional rules regulations may also posted at various locations around the community. Any Amendments shall deemed effective when presented to the Tenant by Landlord.

22. **UTILITES:** The Tenant shall pay for **electricity and water/sewer**. Failure to pay any utility bill is material and substantial breach of the Lease and Landlord may exercise all remedies available under Lease, up to and including eviction for non-payment. The Tenant shall not allow utilities to be disconnected by any means (including non-payment until the end of the Lease term or renewal period). The Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during the Tenant's responsibility to the Lease within two (2) working days of receiving demand for payment from Landlord. ***If you fail to transfer utilities into your name within 15 days of move-in date, you will be charged a \$25 processing fee per month.***

23. **MAINTNEANCE AND REPAIRS:** Tenant shall keep the Apartment in clean, healthy condition and maintain all appliances and fixtures in good working order and condition and perform all obligations required on the part of Tenant. Upon the expiration or earlier mutual termination of this lease, Tenant shall return the Apartment back to the Landlord in the same condition of cleanliness and repair as it was at move-in date, reasonable wear and tear accepted. Tenant may be charged for all necessary repairs. Tenant may be charged for necessary repairs and restoration of balcony, patio, walls, windows, ceiling, floors, carpeting title tub, woodworking, paint, plastering, plumbing, pipes, appliances, fixtures in or upon the Apartments or public areas damaged by Tenant, Tenant's agents, guest, or other person for whom the tenant is responsible. Tenant likewise may be charged

for replacement of missing, broken or worn-out parts of kitchen appliances or appurtenances thereto when the same have been lost or broken or misused by Tenant, Tenant's agents, guest, or other person for whom Tenant is responsible. If the Apartment is not kept in the condition by this Lease or Landlord believes that Tenant is compromising the safety of other Tenants in the building, Landlord may enter the Apartment without causing a termination of this Lease or an interference with Tenant's possession of the Apartment, and place the Apartment in the same condition as existed at move-in date, and such event, Tenant agrees to pay Landlord, on demand, and in addition to the Rent, the expenses of Landlord in restoring the Apartment to that condition.

24. **ACCESS:** Landlord shall have access to the Apartment for all purposes permitted by Ohio Revised Code 5321.05(B) with reasonable notice, except in the case of an emergency, where notice shall be required. If the Tenant (or co-tenant) requests Landlord perform service on the Apartment, such request for service shall be deemed permission for Landlord to enter the Apartment for the requested service.

25. **PETS:** Pets whether brought to the Apartment by Tenant or by Tenant's guests or invites, are not permitted in the apartment. Violation of this clause gives the Landlord the option to terminate this Lease and collect all rents due hereunder, plus any charges necessary for extermination, refurbishment and re-leasing of the Premises in accordance with Ohio Landlord Tenant laws.

26. **VEHICLES PARKING:** Tenant agrees to maintain vehicles in an operable condition and properly licensed. Vehicles leaking oil, in poor condition, with flat tires, are not permitted on the premises. Vehicles found in such condition, if not removed within 24 hours, will be towed at the Tenant's expense. All parking spaces are on a first come basis. Short-term parking for any recreational vehicles must get written permission from management. No semis or large trucks permitted over-night. No driving or parking on the lawn is permitted at any time.

27. **INDEMNIFICATION:** Tenant acknowledges that Landlord may provide certain amenities to Tenant from time to time, including, but not limited to, the use of a community room, tanning bed and fitness center (hereinafter, collectively, the "Amenities"). Tenant agrees that Tenant shall at all times strictly comply with all applicable rules and regulations pertaining to use of the Amenities. Tenant further agrees that (a) the use of any Amenities shall be at the user's sole risk; (b) Landlord shall not be held responsible for any loss, theft or damage to personal property or for any personal injury or wrongful death sustained by persons utilizing the Amenities (including Tenant, Tenant's guests and family members) and said users of the Amenities shall hold the Landlord, its agents and employees, harmless from any and all liabilities arising from such loss or injury, including attorneys' fees and costs of defense of such claims.

28. **GUARANTOR:** For those Tenants who do not meet Landlord's independent financial means criteria, the Landlord may require, as conditions of this lease, a binding Guarantor, the "Guaranty". Unless explicitly waived below, Landlord reserves the right to cancel the Lease in the event such Guaranty is not fully executed, notarized and returned to the Landlord within 14 days from the date of execution of this Lease by Tenant, or if Guaranty is not fully executed, notarized and returned to the Landlord prior to occupancy, whichever time period is shorter. Tenant understands that the Guaranty must be obtained from the Guarantor and that Landlord reserves all right, both civil and criminal, for any forgery of the Guaranty. The execution of the Guaranty constitutes an additional assurance to Landlord as to the performance of the covenants of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.

29. **ERRORS AND OMISSIONS:** During the course of business, the Landlord, Agent for the Owner, reserves the right to require the Tenant to cooperate when making corrections and/or obtaining information not collected at the time the Lease was executed and signed between the two parties. Notwithstanding any other provisions of this Lease, this provision grants the gathering of additional information for collection purpose and updating changes in Rules and Regulation, utility provisions and company policies. The Landlord agrees to provide a 30 day notice for any changes that will affect a Lease contract 6 months and greater, and the Tenant agrees to cooperate with the information requested and changes to maintain business as usual.

30. **LIABILITY IN ISSUES OF CONTRACT AND NEGLIGENCE:** The covenants and conditions stated in the Lease shall bind all Tenants jointly and severally in issues of contract and negligence.

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

GUARANTOR \_\_\_\_\_

DATE \_\_\_\_\_

AS AGENT FOR OWNER: \_\_\_\_\_

DATE \_\_\_\_\_