

**LEASE AGREEMENT**

[1] **PARTIES:** This Lease Agreement is made at Athens County, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Whitmore Rentals DBA Pathway Properties**, whose address **P.O. Box 707, Athens, OH 45701**, is hereinafter referred to as "LANDLORD", and the following individuals,

- 1. \_\_\_\_\_ 5. \_\_\_\_\_
- 2. \_\_\_\_\_ 6. \_\_\_\_\_
- 3. \_\_\_\_\_ 7. \_\_\_\_\_
- 4. \_\_\_\_\_

Hereinafter referred to as "TENANTS".

[2] **LANDLORD'S AGENT:** The Landlord of the property, Roy C. Whitmore, 55 Madison Avenue, Athens, Ohio, may have other individuals who shall be designated as agents of the Landlord on Landlord's behalf from time to time, and said agent shall be authorized to speak on behalf of the Landlord and carry out the Landlord's instruction on issues in this lease. Tenants shall be notified of the names and authorized individuals who will participate in the management of this lease on behalf of Landlord.

[3] **LEASE PREMISES:** Landlord leases to Tenants the following described property situated at the following address: **Athens, Ohio**. The term "PREMISES" or "LEASED PREMISES" as referred to in the lease includes the rental unit, porches, yards, patios or other areas used in conjunction with the rental unit. Tenants acknowledge and agree that Landlord is permitted to have \_\_\_\_\_ occupants reside in the rental unit. The rental unit is leased to the same individuals as on Page One (1). No other permanent occupants of the Premises shall be permitted under the terms of this Agreement. The aforesaid Premises are an adult residence; no children shall be permitted to reside therein. Guests may not stay at the rental unit for any period in excess of three consecutive nights. If any Code Enforcement Officer or other government agency requires a reduction in number of occupants at the said Premises during the term of this lease, Landlord shall not be responsible to Tenants for damages, other than proration of rent for the reduced occupancy of the Premises.

[4] **LEASE TERM:** Tenants shall occupy the Lease Premises for a term of **11+/- months** commencing on the **7th** day of **May, 2016**, and ending on the **30th** day of **April, 2017**. This lease shall commence at 9AM on the first day of the Lease Term as described in this paragraph, and shall end at 5PM on the last day of the Lease Term as described in this paragraph. These dates are tentative based on the Ohio University academic calendar available to us at this time. Regardless of the estimated dates stated above the first day of this lease starts Saturday at 9AM one week after undergraduate commencement **2016** and ends Sunday at 5PM one day after undergraduate commencement **2017**. This lease is for the school year, not the calendar year and it is not pro-rated if the school year is shorter than a full 365-day year. Failure of Tenants to vacate the Premises by 5PM on the last day of the lease

will result in forfeiture of the Security Deposit. Landlord will exercise his 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 proration of refund of the rent to the date upon which occupancy is available to Tenants.

[5] **RENTAL PAYMENTS:** Tenants shall pay to Landlord a sum of \$ \_\_\_\_\_ as the total rent for the term of this lease, payable in **three** equal installments of:

- A) \$ \_\_\_\_\_ on or before **04/01/2016**
- B) \$ \_\_\_\_\_ on or before **08/01/2016**
- C) \$ \_\_\_\_\_ on or before **12/01/2016**

Tenants are entitled to pay a discounted semester installment rent in the amount of \$ \_\_\_\_\_ if the semester installment rent is paid in full no later than the 5th of the month. **NO RENTAL BILLS WILL BE SENT TO YOU. THIS SCHEDULE OF PAYMENTS IS YOUR OFFICIAL NOTIFICATION OF RENTAL PAYMENT DUE DATES TO AVOID DELINQUENT PAYMENTS.**

Any delinquent installment shall be paid in full no later than fourteen (14) days after the original rental payment was due; and each Tenant is fully responsible for the entire rental payment even through there is more than one Tenant under the terms of this lease. Landlord may decide in his/her sole and absolute discretion whether the terms of the lease are breached by the late payment of rent.

Furthermore, Tenants shall not use their Security Deposit as a rental payment. The failure by the Landlord to enforce this provision in any given period shall not constitute a waiver of any remedy afforded to Landlord, or to collect said delinquent rent or late fee at a later day. Any rental payments made by check which shall be dishonored by Tenant's bank shall be charged a handling fee of \$25 if the check is returned unpaid. Also any check which is returned shall be treated as rent that was not paid for the purposes of determining higher rent as provided for this lease.

[6] **SECURITY DEPOSIT:** Tenants shall deposit with Landlord the total sum of \$ \_\_\_\_\_ which is a security for the faithful performance of this lease. The Security Deposit shall serve as a fund from which Landlord may receive reimbursement for unreasonable wear and tear of the rental unit, or for any other amounts legally due and owing including the amounts due to Landlord for damages caused by Tenants, or Tenants' guests, or for Tenants' failure to comply with their responsibilities under the terms of this lease. Tenants may not designate Security Deposits as part of any rent payment. Using your Security Deposit as rent is not acceptable and late fees will be charged. If Landlord must repossess the rental unit because of abandonment, default, or breach of this lease by Tenants, Landlord may apply the Security Deposit to all damages suffered to the date of possession, and Landlord may also retain the balance of the Security Deposit to apply to damages that may accrue during the pendency of the controversy of resolving Tenants' obligations under this Lease Agreement. Landlord shall return Tenants' Security Deposit, together with a statement itemizing deductions from the Security Deposit within thirty (30) days of completion of the three following events: (a) the termination of this lease; (b) Tenants return of possessions (including the residence keys and mailbox keys, and

parking passes, if applicable); and (c) Landlord's receipt of **Tenants' forwarding addresses**. If the Security Deposit is insufficient to compensate Landlord for the damages caused during Tenants' occupancy of the Premises, Landlord shall give written notice to Tenants of the nature and amount of the deficiency. Tenants shall pay the amount of the deficiency to Landlord within thirty (30) days of receipt of such notice. In addition to cancellation of charges by Landlord's bank, Tenants will be charged a processing fee of \$25 for reissuing a check for any reason.

[7] **JOINT AND SEVERAL LIABILITY:** Each Tenant under the terms of this lease are joint and severally (individually) liable to Landlord for the total rent for the Premises, together with any and all damages and any other miscellaneous charges, or other obligations under this lease or the Ohio Revised Code. If one of the Tenants fails to pay rent, damages or other miscellaneous charges, then any one of the other Tenants or any number of other Tenants may be held liable by Landlord for such unpaid rent, damages or charges. Further, Tenants are responsible for the cost of damages caused by their guests at the rental unit.

[8] **CONDITION OF PREMISES AT COMMENCEMENT OF LEASE:** Tenants acknowledge they have reviewed the rental unit, noted any issues with the unit, and they acknowledge they are satisfied with the cleanliness and condition of the unit at the time of the commencement of their occupancy of the Premises. Tenants, with cooperation of the Landlord, will complete a check-in sheet, recording any damages and defects in the rental unit at the time Tenants move into the rental unit. Except as provided in the check-in sheet, Tenants acknowledge that the unit is in good and acceptable repair. Tenants further agree that Landlord has made no promises with respect to the condition of the Lease Premises other than those in this lease. If Tenants fail to complete the check-in sheet, Tenants agree that the unit is in good and acceptable repair, and Tenants shall be liable for the condition of the Premises upon vacating the Leased Premises, normal wear and tear excepted.

[9] **CARE AND USE OF PREMISES DURING LEASE TERM:** Tenants will maintain the rental unit and the appliances in the unit in a good clean condition, and otherwise comply with Tenant obligations required by Ohio law, O.R.C. §5321.05. Tenants shall also abide by any "Rules and Regulations" distributed to Tenants by Landlord, and any additional restrictions or rules which may be distributed in writing to Tenants by Landlord. Tenants agree to use the Leased Premises only as a personal residence. No bricks, concrete blocks or construction materials are to be kept on the aforesaid Lease Premises. There will be no window air conditioning units without prior written consent of Landlord. Tenants agree not to have waterbeds on the Premises. No bicycles are to be stored inside any apartment or house. Mandatory cleaning/repainting charges will be assessed against the entire Leased Premise each time a bicycle is noted to be inside the apartment/house (\$150 per occurrence). Tenants agree to remove all trash and rubbish from said Premises on a weekly basis.

[10] **COMMON AREAS:** It is understood that there is no way of determining whose party trash is whose whether indoor or outdoor. Tenants agree that they need to self-enforce and as a group, Tenants agree to be responsible for cleanup whenever it is needed. **Stairwells, lawns, decks and parking areas** are to be kept clean and clear of debris; this includes glass bottles and litter. During parties it is important to self-enforce, because all Tenants are responsible for cleanup of common areas. **If Tenants fail to maintain clean common areas, Tenants will be liable for the cost of cleaning. \*\*\*\*Tenants are responsible for post party clean up. This**

**includes debris and trash left on deck, porches and/or in lawn.**\*\*\*\* Party cleanup must occur **within 24 hours** of party or Landlord will hire cleaning personnel to clean and charge the Tenants for the cost of doing so.

[11] **OUTDOOR AREAS:** No furniture other than the type specifically designed for outdoor use is to be used on a porch or outside the Premises. There shall not be any upholstered furniture, hibachis and/or grills or any other cooking apparatuses allowed on any porches, decks, patios or other areas designated by Landlord or Landlord's agent. **No grills or fire pits** are to be on the Premises, or they will be confiscated and disposed of at Tenants' expense without notification. Sunbathing on the roof is strictly forbidden due to the danger of falls and risk of roof damage; there will be a \$100 charge per occurrence. Further, any roof damage and repair associated with being on the roof will be the Tenants' financial responsibility.

[12] **PETS: LANDLORD HAS A STRICT NO PETS POLICY.** No pets of any kind are to be allowed including "temporary visits" from friends' or family pets. If Tenants are not abiding with our strict NO PET policy, Tenants may forfeit all of the Security Deposit and may be subject to eviction.

[13] **KEYS:** Each Tenant will be provided with an entrance key to the Premises. Tenants are responsible for their own bedroom locks, however IF Landlord has an available key, it will be provided when you check in. If you desire a bedroom lock, then Tenant is responsible for internal locks and keys, **and they must be mastered to our master key and done at Athens Lock and Key.** In the event of apartment lockout, Tenant understands that Landlord shall provide entry services within 24 hours at cost of \$40 per occurrence to be paid in full upon delivery of the service. Upon termination of this lease, leave all entrance keys on kitchen counter and all bedroom keys in the lock. Keys not returned at end of lease will result in a charge to Tenant of \$25 per key. If keys are not left on Premises at the end of the lease and sent to Landlord after this time, the \$25 charge still applies because Landlord had to take the time to make new keys.

[14] **UTILITIES:** Tenants shall be responsible for all Utilities at the Premises. The term 'Utilities' in this paragraph includes: water/sewer/garbage (City of Athens); electric (American Electric Power); and gas, if applicable (Columbia Gas). It is suggested that you contact utility services two weeks prior to the beginning of the Lease Term, so they may be turned on in a timely manner. Other types of services Tenants may desire, such as telephone services, cable, satellite television, broadband or other computer hook-ups, or other services at the residence shall be arranged and paid for exclusively by Tenants, and said accounts shall be in Tenants' names alone. Water, electric and gas, if applicable, is to be connected and maintained by Tenants during the entire term of the lease. Tenants must maintain heat at a minimum of 55 degrees during the fall and winter so that pipes do not freeze. Tenants agree to pay for any damages resulting from negligence.

[15] **TOILETS AND DRAINS:** If a toilet is not functioning properly, it is Tenants' responsibility to inform Landlord so it can be fixed. Landlord will fix any leaking toilets but is not responsible to pay any portion of Tenants' water bill. Tenants agree to the proper use of the plumbing system. In the event that the sewer system is blocked due to Tenants negligence, it will be repaired at their expense. This includes, but is not limited to, the overloading of system with

paper, foreign objects, tampons or sanitary napkins. Do not use Drano or any other drain cleaner because they damage drains; call Landlord to address all clogged drains.

[16] **CARPET:** Tenants will occupy Premises with a clean carpet at the beginning of the Lease Term. A carpet cleaning fee will be charged to Tenants at the end of the Lease Term (to be deducted from Tenants' Security Deposit prior to its return). The carpet will be replaced at Tenants' expense if there are any burns, wax spilled, stains or any kind of damage done, beyond normal wear and tear. After parties of any kind, it is the Tenants' responsibility to have carpets professionally cleaned if needed. Landlord will be inspecting the carpets at the end of each lease period for excess wear and tear.

[17] **HARDWOOD and LINOLEUM FLOORS:** Tenants are responsible for leaving hardwood and linoleum floors in good condition. Stains and gouges from furniture are not considered normal wear and tear. Stiletto heels on shoes will damage floors and Tenant is responsible for this damage even if it is caused by Tenants' guests. Tenant will be charged to refinish or replace the floor if it is damaged. If a section needs to be refinished, the entire floor must be done to retain uniformity. We suggest that you use felt pads under furniture legs to protect the floor.

[18] **WALLS & TRIM:** Absolutely nothing is to be put on any wall surface unless it is mounted with picture hangers or poster mounts that Tenants obtain from Landlord **free of charge**. Command hooks are acceptable. Landlord allows small holes made by the picture hangers we provide. We do not allow other nail holes and charge for any damage to walls left from any poster mounts or tape etc., regardless of which types were used. We also charge to repaint if walls cannot be cleaned due to cigarette smoke or staining of any kind. Tenants will be charged for any damage to painted surfaces such as doors, door casing, and window casing. Potential causes of such damage include the use of duct tape, plastic window insulation or other adhesives that pull the paint off when removed.

[19] **PAINTING:** Tenants are not permitted to paint any part of the Premises and will incur the cost to professionally repaint to Landlord's standards if they do. Premises are not necessarily painted between Tenants. Tenants will be charged \$100 per room to repaint if they paint/damage walls.

[20] **LIGHT BULBS:** Owner will make sure that all light bulbs are working upon occupancy. It is the Tenants' responsibility to purchase and change their own light bulbs throughout the lease period and have all bulbs working upon termination of this lease. Tenants will be charged for all bulbs not working upon termination of the lease. Recessed can fixtures require a 150-watt flood bulb. For ceilings over 8 feet we will change the bulb for you if you provide the bulb.

[21] **SMOKE ALARMS & CARBON MONOXIDE DETECTORS:** Landlord will provide Tenants with working smoke alarms and carbon monoxide detectors (where required) to meet Athens City Code requirements upon initial occupancy. After this point it is agreed that the Tenants are responsible to keep working smoke alarms and/or carbon monoxide detectors installed on the Premises. Tenants are responsible for providing a continuing source of power (batteries or house current) and for inspecting and testing the smoke detectors to see if they

operate properly. Tenants may not remove batteries from a detector or disconnect it from the power or remove, move, or cover in any way that will interfere with the proper operations of a smoke detector. If such is noted, Tenants shall incur a mandatory fine of \$100 per occurrence. If Landlord inspects Premises and finds a smoke alarm or carbon monoxide detector missing, Tenants will be charged to replace it and will not be reimbursed if Tenants produce the alarm at a later date.

[22] **FIRE PREVENTION:** Due to the high risk of fire and permanent damage to carpet and floors from dripping wax, there is to be **no candle burning** on the Premises. Further, a high number of fires in student housing across the country have been due to faulty extension cords and overloaded receptacles. For this reason **it is against Athens City Code to use an extension cord or any device that increases the number of outlets on a receptacle that does not have a built in surge protector.** It is agreed that any regular extension cords or outlet extending devices will be confiscated by Landlord.

[23] **TOBACCO USE:** Landlord discourages cigarette, pipe or cigar smoking in and around the Premises. Cigarette, pipe, cigar smoking or any other tobacco-related product shall not constitute ordinary wear and tear. Landlord reserves the right to deduct from Tenants' Security Deposit for all damages and/or costs associated with the cleaning, repair/repainting of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing, sealing and repainting of walls and ceilings and repairing/replacing the carpet and/or pads.

[24] **PEST CONTROL:** Landlord is responsible for controlling roaches, termites, bed bugs, bee and wasp nests and all mammals such as mice inside the Premises and accessible bee and wasp nests outside the Premises as well. Tenants agree to control gnats, house flies, fruit flies, spiders and all other flying and crawling insects inside the Premises.

[25] **DISTURBANCE OF OTHER TENANTS AND/OR NEIGHBORS:** Tenants shall refrain from permitting loud noises, or other activities, which would interfere with other Tenants or neighbors' enjoyment of their property. Loud parties and the playing of sound equipment, televisions, radios, or other electronic equipment in a manner disturbing individuals in the Premises or in the neighborhood shall be strictly prohibited. Moreover, Tenants shall control any parties, guests at parties or other social activities, at the rental unit. Tenants acknowledge they are jointly and severally responsible for any problems or damages caused to the rental unit as a result of social activities. Tenants also acknowledge they understand the City of Athens Noise Ordinance and the possibility of problems caused to neighborhoods as a result of loud social activities or other uncontrolled parties. **This lease shall be deemed breached and Tenants shall be evicted from the Premises if Tenants are cited for noise or nuisance violations as a result of problems caused to other Tenants in the property or neighbors in the surrounding properties.**

[26] **DAMAGES AND REPAIRS OF PREMISES DURING LEASE TERM:** Tenants shall keep clean and sanitary all carpets, floors, walls, bathroom and kitchen fixtures, stoves, refrigerators and other features and fixtures of the Premises. 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. Tenants acknowledge that the Security Deposit is not to be used for the cost of repair of damages during the term of the lease, but rather, shall act as a Security Deposit for the fulfillment of all terms under this lease. Landlord shall have the option to use portions of the Security Deposit for damages, but Tenants must comply with the reimbursement of the repair caused by Tenants' negligence and abuse within 14 days as set forth herein. Landlord shall not be liable for damages caused by Tenants or Tenants' guests, but Landlord shall make repairs caused by normal wear and tear of the rental property. Landlord shall not be liable for personal injury or property damage resulting from any activity or occupancy of the rental unit. Tenants shall report any necessary repair or damage to Landlord within twelve (12) hours of discovering same, and Landlord will make the necessary repairs within a reasonable period of time after Tenants give written notice of the need for such repairs. Tenants shall not repair nor have repairs made for any damages without Landlord's prior consent. Certain damages, in the experience of Landlord, may occur with regularity and Tenants agree to the following minimum charges for such damages: **Unreturned keys, \$25.00; Unclean refrigerator, \$50.00; Unclean stove top and oven, \$45.00; Trash left in unit, \$35.00; and we will charge the Tenants \$40.00 per hour for cleaning the Premises.** Tenants agree to remove all trash, rubbish and debris weekly from the Premises or otherwise maintain the rental unit in a clean and reasonable condition. A hauling fee of \$20.00 per item such as couch, desk, etc., will be deducted for any item left on Premises.

[27] **TERMINATION OF LEASE/END OF LEASE TERM:** Prior to vacating the Leased Premises, Tenants may make an appointment for inspection of the rental unit. Tenants may be present with Landlord during the inspection, at which time Landlord will make an inspection report which will later be used in determining any damages that are Tenants' responsibility. Landlord's final inspection will only take place after Tenants have vacated the unit and the termination of the lease.

Tenants will thoroughly clean the leased unit and restore it to its original condition, normal wear and tear exempted, or pay Landlord the cost of doing so. Any alternations made by Tenants without prior approval of Landlord shall be removed at the expense of Tenants, if Landlord requires it. Any alternations made by Tenants with prior approval of Landlord will remain part of the unit. Tenants agree to pay for all cleaning necessary (including carpets) to restore the unit to satisfactory conditions for new Tenants. It is agreed that these charges are to be deducted from Tenants' Security Deposit prior to its return.

Tenants shall lock all doors and windows and return all keys to Landlord. Tenants shall have utilities taken out of Tenants' names and arrange to pay the final utility bills. Tenants will personally notify Landlord of the date Tenants vacate the leased Premises, and will provide Landlord with **forwarding addresses and telephone numbers.**

Upon vacating the Lease Premises and terminating this lease, Tenants shall remove all personal property. Landlord may remove and dispose of such property if Tenants fail to remove such property, at the expense of Tenants. Landlord shall not be liable to Tenants for any loss or damages to such property. Landlord will deem such property abandoned and may sell the property at public or private sale without notice to the Tenants. Landlord may apply the proceeds of such sale to the cost of removing, storing and selling such property. Landlord may also apply

the proceeds towards any rent or other payments due under this lease, and shall send any remaining proceeds to the forwarding address, if any, that Tenants have given Landlord.

If not all Tenants are vacating the Premises and have signed on for another year, the Tenants that are leaving must schedule a check-out, remove all belongings, and return keys at end of lease period. A walk through will be performed for those vacating Premises.

[28] **RENEWING LEASE:** The high demand for student housing in this market means that this property often rents a year or more in advance. We generally will give Tenants an opportunity to renew before we decide to rent to another party. Landlord has the right to rent without giving current Tenants an opportunity to renew if he so desires.

[29] **FIRE AND OTHER DESTRUCTION AND CONDEMNATION:** If the Premises are partially destroyed by fire or other destruction during the Lease Term, Landlord shall repair any damages to the structure with all reasonable diligence, and without unnecessary interruption of Tenants' 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. Tenants must notify Landlord immediately in the event of fire or other casualty. Tenants shall have no claim or interest in any compensation or award of damages for such occurrences.

[30] **LANDLORD'S RIGHT TO ENTER:** Tenants will permit Landlord, agents of Landlord, employees and any designated individuals to enter upon the Premises at all reasonable times and always after twenty-four (24) hour notice for inspection, repair or improvement, or showing the Premises to prospective Tenants or purchasers. Landlord may enter the Premises without notice in an emergency, as permitted by law.

[31] **SUBLETS AND ASSIGNS:** Tenants shall not assign, sublet, or transfer any part of the Premises, or any interest in this lease without Landlord's prior written consent. Landlord may require a new lease and an additional Security Deposit in order to receive Landlord's written consent to the subletting or assignment of any interest in this lease. Tenants also agree that no guests shall live in the Premises without Landlord's written approval.

[32] **DEFAULT:** Any failure by Tenants to pay rent when due, to perform any term of this lease, or failure to comply with Tenants obligations under O.R.C. § 5321.05, shall at the option of Landlord terminate all right of Tenants hereunder. In the event that Tenants shall be absent from Premises for a period of five (5) consecutive days, while in default Tenants shall, at option of Landlord, be deemed to have abandoned the Premises and any property left shall be considered abandoned and may be disposed of by the Landlord as the Landlord shall see fit. All property on Premises is hereby subject to a lien in favor of Landlord for payment of all sums due hereunder to the maximum extent allowed by law. In the event of Default by Tenants, Landlord may elect (a) to continue the lease in effect and enforce all Landlord rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenants' rights hereunder and recover from Tenants all damages, jointly and severally, incurred by reason of the breach of the lease, including the cost of recovering the Premises,



including the worth at the time of such termination or at the time of any award of the return of the Premises, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Tenants prove could be reasonably avoided by Landlord's efforts to mitigate damages. Landlord's acceptance of a rental payment subsequent to Tenants' breach of any term or condition shall not be construed as Landlord's waiver of right to seek legal remedies and shall not prevent Landlord from pursuing legal means of redress against Tenants.

[33] **LIABILITY:** Landlord shall not be liable for any theft, destruction, or loss or damage to any property of Tenants, or their guests. Landlord also provides secure locks at the Premises, and Landlord shall not be responsible for any criminal acts against Tenants. Tenants may provide their own personal renter's insurance, if they so desire. Landlord shall not be liable to Tenants for any act of violence, nor shall Landlord be liable for damages caused by failure of heating equipment or from plumbing, or other pipes or fixtures, or sewage, nor for any damages arising from the acts of neglect of other Tenants of said Premises or adjacent Premises, or the elements or damages arising from acts which Landlord cannot control.

[34] **CONSTRUCTION:** This lease shall be construed to be in accordance with the Landlord and Tenant Act of the State of Ohio (O.R.C. § 5321). The invalidity of any particular provision shall not invalidate the entire lease. All terms and covenants are to be construed as conditions.

[35] **BINDING:** The terms, covenants, and conditions of this Agreement shall apply to and bind those holding under the tenancy, whether rightfully or wrongfully, and to all other successors and assigns of the parties. Tenants shall be responsible to assure that all covenants made by Tenants are applied to all persons, including Tenants' guests and family, upon the Premises. Tenants agree that the terms of this lease were explained to them in person.

[36] **GUARANTEE:** As an inducement for the making of this lease, Tenant shall provide a Guarantor, to the reasonable satisfaction of the Landlord, who shall guarantee the performance of Tenants' obligations including, but not limited to, payment of rent and damages to the Leased Premises. Should Tenant default in performing any such obligations, Guarantor shall be personally liable to Landlord for the same. Guarantor's obligation shall be evident by a signed addendum to this lease, delivered to Landlord within 30 days of the signing of the lease. Said addendum is incorporated herein by reference. Guarantor's obligation under said Guarantee shall relate back to the date of first possession of the Premises by Tenant or beginning of the Lease Term, which ever shall first occur. Failure by Tenant to supply Landlord with said Guarantee as provided in this paragraph shall be a default of the terms of this Lease, and, at the option of Landlord, terminate all rights of Tenant hereunder. Landlord reserves the right to reject any Guarantee submitted. This Guarantee shall remain in effect for the term of the lease and will continue in effect if the lease is renewed.

*WITNESS:*

\_\_\_\_\_

TENANTS:

X \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
(permanent address) Street

\_\_\_\_\_  
(permanent address) City, State, Zip

\_\_\_\_\_  
Phone Number

X \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
(permanent address) Street

\_\_\_\_\_  
(permanent address) City, State, Zip

\_\_\_\_\_  
Phone Number

X \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
(permanent address) Street

\_\_\_\_\_  
(permanent address) City, State, Zip

\_\_\_\_\_  
Phone Number

X \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
(permanent address) Street

\_\_\_\_\_  
(permanent address) City, State, Zip

\_\_\_\_\_  
Phone Number

*LANDLORD:*

\_\_\_\_\_

TENANTS:

X \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
(permanent address) Street

\_\_\_\_\_  
(permanent address) City, State, Zip

\_\_\_\_\_  
Phone Number

X \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
(permanent address) Street

\_\_\_\_\_  
(permanent address) City, State, Zip

\_\_\_\_\_  
Phone Number

X \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
(permanent address) Street

\_\_\_\_\_  
(permanent address) City, State, Zip

\_\_\_\_\_  
Phone Number

X \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
(permanent address) Street

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(permanent address) City, State, Zip

\_\_\_\_\_  
Phone Number