

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 (replaces terms at the left)	
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.....			
Rent Due.....	\$ Monthly Plan	\$ Monthly Plan	\$ Two Payments of
Furniture.....			
Pet.....			
* All Incl. Budget (See Par. 2-C)	Electric-* Not Unlimited		
	Gas- * Not Unlimited		
	Cable & Road Runner		
Total Rent due	\$ (each)	\$ (each)	\$ (each)
Late Charge	\$ 30.00 2.0 % per Month	\$ 30.00 2.0 % per Month	\$ 30.00 2.0 % per Month
Day Rent is Due .....	First Day of Month	First Day of Month	First Day of Month
	1st Pmt. / /	1st Pmt. / /	1st Pmt. / /
	2nd Pmt. / /	2nd Pmt. / /	2nd Pmt. / /
<b>* All Inclusive is Not Unlimited - see Par. 2-C</b>			
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. The Disposition of Deposit will sent 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 by **Check, Debit, or Credit Card** (no cash) to Firwood Apartments at 344 Firwood Drive Apt D, Dayton, Ohio 45419 A nominal service charge will apply to Debit & Credit Cards and Cash payments (after 1st month) to cover Firwood expenses.
- 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 is not paid in full or the lease is not signed by all the above.

2. Services Provided

- a. **Water, Sewage & Trash** container - will be provided for normal household use but will charge a minimum of \$10.00 per day if unreported running water. In addition, Firwood reserves the right to apply a sir-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 on page one of this agreement or on their ledger. It is understood that **Cable and / or High Speed Internet** will be provided as agreed on page # 1 and the tenant agrees not to use any other services other than a cell phone, *or to share these services with another apartment. It is further agreed that if there is a violation to this agreement, the tenant(s) receiving these service must pay Firwood for them going back to the starting date of their lease. Tenant(s) paying for Internet Service agree to password protect their routers for their own security and to avoid a \$50.00 penalty.* It is also understood that the Budgeted utility cost for **Electric and Gas** is a good faith estimate to maintain an average temperature of 70 degrees and is further understood that this is **Not an Unlimited Usage Program**. However, in the unlikely event the accumulated Budgeted amount is exceeded by the end of this agreement, it is understood 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. If the All Inclusive Expenses are not paid in full by the 15th day of the month, Firwood reserves the right to disconnect any and all services and the tenant(s) grants permission for Firwood to disconnect all utilities and to enter their apartment without further notice to remove any equipment provided and install blockers during normal office hours. (Note: All Cable and Internet equipment provided remains the property of Firwood & Time Warner)
- 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. See 2-a above.
- 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 and be liable for which could be catastrophic.

- 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) agrees to permit Firwood Staff or their bonded agent to enter their premises without further notice for the purpose of pest control and assessment. Tenant also agrees to pay for all damages and money lost for bringing in roaches, bedbugs, or any other pest(s) and for failure to report them on a timely basis.
- g. **Shuttle Service Discontinued** - Tenant(s) understands that Firwood will no longer provide a free shuttle service to the University of Dayton after April 30, 2014 and encourages them to utilize UD's shuttle service just one block away at Irving Commons.

**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"> <li>* Stove and oven spotless</li> <li>* No broken or cracked glass and screens in place</li> <li>* Shower, Tub, and doors soap and mildew free</li> <li>* Refrigerator clean</li> <li>* Carpet vacuumed - Report stains and burns if any</li> </ul>	<ul style="list-style-type: none"> <li>* Sinks and other fixtures clean</li> <li>* Woodwork ,baseboard , heater vents &amp; fans clean</li> <li>* No holes in wall ( except small nail holes )</li> <li>* Paint in good shape but not necessarily freshly painted.</li> </ul>
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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 twenty dollar fee for each bill received. Please note that the electric is never provided other than with the All Inclusive Plan. (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 holes 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 \$20.00 charge (\$40.00 from 10:00 p.m. until 8:00 a.m.) for lock-outs, this is less than the damage caused from breaking in which generally exceeds \$100.00. ( No charge during normal business hours) The above includes lock outs of the apartment, bathroom or bedroom unless the lock is found faulty.

**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 assessed 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. - **It's the Law...**(Ohio Tenant Landlord Act)
- e. **Trash disposal** - Trash must be properly disposed of in the containers as provided. Trash is never to be left in the halls, outside, or by the dumpsters and should this occur, it will be disposed of at a minimum rate of ten dollars per trip to the dumpster. (see par. 4-k) In addition, excessive messes caused such as cake, eggs, milk or other debris will be charged to the person that is celebrating the occasion and / or the apartment that was hosting the event. If Firwood cannot identify the person(s) responsible, the charges will be passed on to those serviced by that hall or common area.
- f. **Bikes, Toys, Barbeques** - and other articles are not to be permitted in the halls or in other areas that could result in a fire or safety hazard or unsightly conditions. These or unidentified 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. Tenant(s) also agree to keep their doors closed except when entering or exiting.
- 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.
- 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 (including trash) occurs in the halls 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. **Overnight Guests** - are permitted up to 5 days but must be registered at the Firwood office before their first night. This can be done by providing your apartment number, their name and your name and the start and end date and dropping it in the office drop box. Your apartment will be charged \$20 per day per person for those not registered. (Note: Maximum allowed is 2 people for a 1 BR and 4 for a 2 or 3 BR)
- m. **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 permitted in the tenant(s) own apartment.
- n. **Furniture Rental Policies** - a. No overnight sleeping on couches or chairs b. Furniture may be removed but the rental rate will remain the same as agreed until the end of the lease. C. Any damages or loss caused by bedbugs or abuse that was not reported within the first 30 days of receiving the furniture will be the responsibility of the tenant(s).
- o. **Other rules** - Tenant(s) will abide by other rules such as those posted for the pool, in the Laundry Rooms, 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,

**6. Vacating and Move-out Procedures**

- a. **30 Day Notice** - A written notice is required at the end of the lease before vacating. If it is necessary to move before the end of the lease, the tenant is reminded that he will be responsible for all money due until replaced by another tenant acceptable by Firwood. Firwood takes great pride in working with their residents so as to minimize the tenant's liability.
- b. **Late Move-Outs** - without advanced written permission will be assessed a \$ 75.00 per day fee plus all money lost. Failure to vacate by the lease ending date may void any 30 day notice given at Firwood's option.
- c. **Early Move-Outs** - In the event that the tenant(s) moves out before the lease end date, the tenant gives Firwood permission to rent their apartment for less money than shown on this document and agrees to pay Firwood for all money lost.
- d. **30 Day Notice From Firwood** - Firwood must give a 30 day notice if they are not renewing the lease or before changing the terms of the agreement. This would normally happen at the end of the lease agreement except in the unlikely event that Firwood's expenses change significantly beyond their control. ( i.e.: major utility, tax increase, etc. ) In the event a notice is not given by Firwood or the tenant, this agreement will automatically be extended on a month to month basis. Please note: it is likely that you will be asked to renew (or apply for another apartment in February if your lease ends in April through August, and if your unable, Firwood reserves the right to give their 30 day notice with this or any renewal letter.
- e. **Showing Apartment** - Once a 30 day notice has been given by either party, Firwood has the right to show the tenant's apartment.
- f. **Cleaning Apartment** - Tenant agrees to return their apartment in the same condition it was in upon move-in (*clean and smoke free* - normal wear and tear accepted). Cleaning instructions and tips are available from the office.
- g. **Tenant(s) Defaults** in the performance of any obligation under this lease, tenant(s) shall pay, in addition to any other sums owed, owner's reasonable attorney's fees and other costs related to the enforcement of the obligation. This clause applies in any lawsuit, action, or proceeding brought by the owner to enforce tenant's obligations under this lease, or wrongful lawsuit brought by the tenant(s), whether or not the lease is terminated and whether or not the owner or tenant(s) files a formal lawsuit, action, or proceeding in court.

**7. Other Conditions**

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**8. No Other Agreement**

All parties agree that there are no other verbal or written agreements other than those listed on this document and that future changes to this agreement must be in writing to be valid.

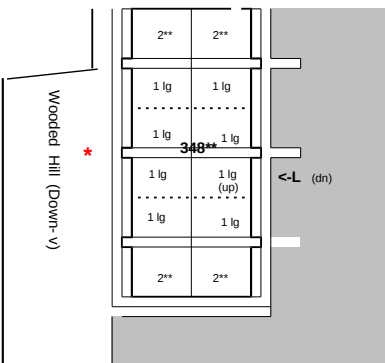
I / We have read this agreement and accept all terms and conditions as stated :

Firwood		Tenant's Signature and Date	
_____	X	_____	X _____
_____	X	_____	X _____
_____	X	_____	X _____

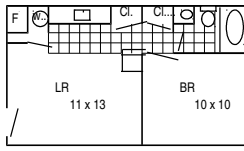
**Changes to Agreement Not Shown Above**

Firwood		Tenant's Signature and Date	
_____	X	_____	X _____
_____	X	_____	X

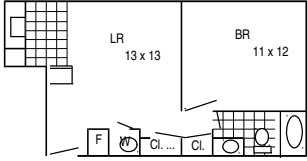
Property Map



Prop/Bldg #	1 xsm	1 sm	1 med	1 Lg	2	2 **	2 Lg	3**	Total Units
Avg Sq.Ft	370-410	440-468	548	648	750-820	720		1068	
1- 323	0	0	6	0	0	0	0	0	6
1- 329	0	7	0	0	0	0	0	0	7
1- 337	0	7	0	0	0	0	0	0	7
2- 343	0	0	4	0	0	0	0	0	4
3- 345-351**	0	0	0	0	0	0	0	12	23
4- 344**	0	1	0	8	0	7	11	0	16
4- 348**	0	0	0	15	0	8	0	0	23
5- 328-326	4	0	0	0	4	0	0	0	8
5- 336-334	4	0	0	0	4	0	0	0	8
<b>Total Units</b>	<b>8</b>	<b>15</b>	<b>10</b>	<b>23</b>	<b>8</b>	<b>15</b>	<b>11</b>	<b>12</b>	<b>102</b>



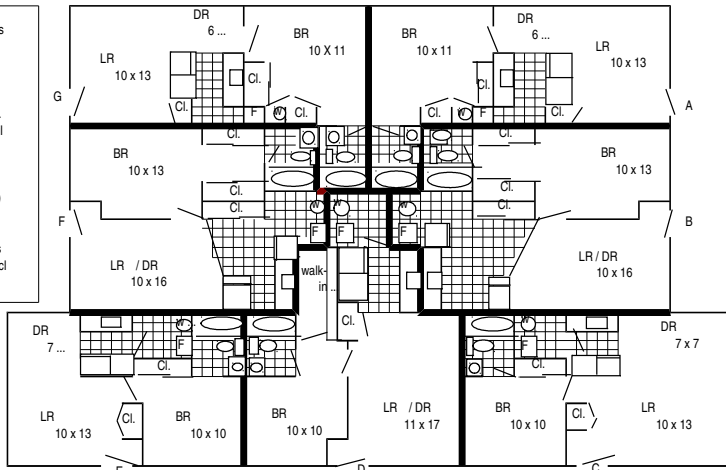
**1 BR XSsm - Down**  
370 sq. ft.



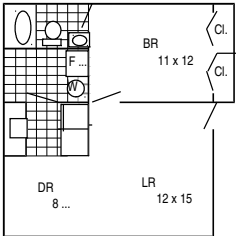
**1 BR XSsm - UP (Extra Small)**  
410 sq. ft.

- Amenities**  
All Inclusive Pkgs available  
Pool  
Cable  
Air Conditioned Furn'd or Unfurn.  
High Speed Avail  
Sand V-Ball  
Basketball  
1 Block to Bus  
Near UD (1 mile)  
Near Sinclair  
Heat Paid (see\*\*)  
Laundry Facilities  
Water & Trash Incl

All dimensions are approximate

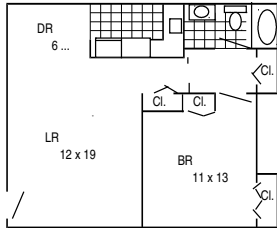
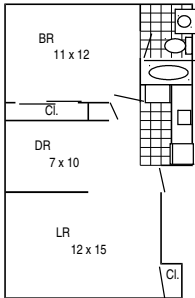


**1 BR Sm.** 329 or 337 Firwood (7 unit building shown above)  
440 to 468 sq. ft.

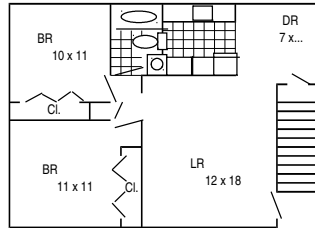


548 sq. ft. in 323 Firwood

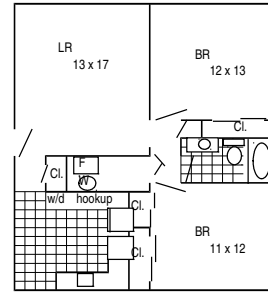
**1 BR Med. (above & below)**  
550 sq. ft. in 343 Firwood



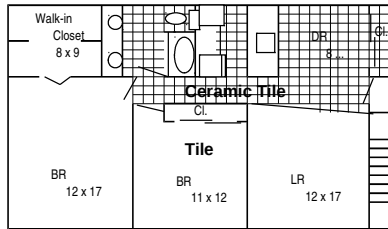
**1 BR Lg. \*\* (Heat Paid)**  
648 sq. ft.



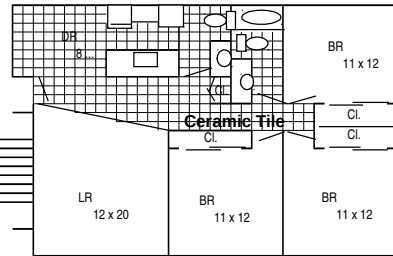
**2 BR \*\* (Heat Paid)**  
720 sq. ft.



**2 BR - (up shown)**  
750 sq. ft. (down) & 820 sq. ft. (up)



**2 BR Lg. \*\* (Heat Paid) with Large Bath**  
960 sq. ft.



**3 BR \*\* (Heat Paid) with 1 1/2 Baths**  
1068 sq. ft.



*See Flex Rates for Shorter Terms*