March 18, 2015

Todd Duncan
Director of Housing & Food Services

RE: Appointment as Assistant Contracting Officer

Dear Mr. Duncan:

Pursuant to University Rule 10-1-06(E)(2)(b) & (F), I hereby appoint you to serve as an Assistant Contracting Officer. This authority is effective as of the date of this letter and supersedes all previous contracting delegations you may have received. The scope of this delegation is limited to executing, on behalf of the University of Cincinnati, the approved University of Cincinnati Housing Agreement Terms and Conditions, copies of which are attached, the forms of which may not be altered or amended without the approval of the Office of the General Counsel. Any requests to enter into Housing Agreements that would amend the terms found in the approved Housing Agreement must be submitted to the Office of the General Counsel for approval using a standard A-910 Contract Coversheet.

I also delegate to you the authority to execute, on behalf of the University of Cincinnati, the approved Bellevue Gardens Apartments Lease Agreement, the Stratford Heights Facility Use Agreement and the Senator Place Apartments Sublease Agreement, copies of which are also attached. Lastly, I delegate to you the authority to execute, on behalf of the University of Cincinnati, the approved Bearcat Card Agreement (a copy is attached). The form of any of these approved agreements may not be altered or amended without the approval of the Office of General Counsel.

Copies of all Housing Agreements, Bellevue Gardens Apartments Lease Agreements, Stratford Heights Facility Use Agreements, and Bearcat Card Agreements executed by you pursuant to this appointment shall be retained and maintained by you, subject to applicable records retention requirements, together with a log or indexing system approved by the Contracting Officer. Your contracting activities will remain subject to the supervision of the Contracting Officer, who will audit such activities on a periodic basis and take appropriate action in the case of any noted discrepancies.

The authority granted by this appointment may not be further assigned or delegated by you to any other person. This appointment will automatically expire on December 31, 2015, unless it is sooner terminated as set forth in University Rule 10-1-06(F).

Sincerely,

Kenya Mann Faulkner
Vice President for Legal Affairs
    and General Counsel
Contracting Officer

KMF/grb
I. Room Reservation and Housing Agreement Duration

A. Room Reservation. A $150 room reservation fee is to be submitted with any new Housing Agreement. When HFS receives the signed Housing Agreement and the $150 room reservation fee, a space is reserved. Current Residents, who are submitting a Housing Agreement for a new contract year, are excluded from this requirement. For current students, the $100 damage deposit, which was submitted as part of the student’s $150 room reservation fee for the current year, is retained by HFS and applied to the new contract year as the student’s damage deposit and all cancellation and refund terms listed hereafter remain in effect. Any damages assessed at checkout from the previous contract year will be billed to the student at their address of record and must be paid in full within 30 days of billing. Failure to meet this requirement may result in the cancellation of the Housing Agreement and results in the full forfeiture of the damage deposit or the full damage amount, whichever is greater. All Residents’ room, hall and roommate requests are subject to availability. Fifty dollars of the $150 is a non-refundable processing fee. The balance of the fee will be held as a damage deposit and refunded, less any damage, contract breakage and/or improper checkout charges, within 30 days of the contract termination date. If the Housing Agreement is cancelled prior to occupancy, the following cancellation terms apply:

| Housing Agreements cancelled within fifteen (15) calendar days of submittal and prior to taking occupancy. | $100 refund of Room Reservation Fee |
| Housing Agreements cancelled more than fifteen (15) calendar days of submittal and prior to taking occupancy. | No Refund of Room Reservation Fee and $200 Penalty |

For additional information on the cancellation policy, see Section III, conditions for termination of the housing agreement.

B. Housing Agreement Duration. The Housing Agreement is effective and binding for the full academic year, Fall through Spring terms inclusive, or the portion of the year remaining at the time of the assignment, for all except those Residents holding 12-month contracts. The dates for 2014-15 are: Summer term (May 4 – August 9, 2014); Fall term (August 24 – December 13, 2014); and Spring term (January 11 – May 2, 2015). Co-op students who sign a Housing Agreement are required to reside in the halls during their academic terms. They are not required to do so during their appropriate work sections. Co-op students may also live in the residence hall but be released from their meal plan during their co-op term. Residents are required to submit their co-op assignment letter from the UC Division of Professional Practice or from the co-op host site to HFS, and if leaving the residence halls, to check-out properly. The co-op academic year is Fall through Spring terms, inclusive. The Housing Agreement cannot be cancelled except under conditions described herein. Residents who are not required by University policy to live in a residence hall may enter into a Semester Contract for a $500 fee over and above the applicable room and meal plan fees. Should the student convert to an Academic Year Contract, the $500 fee will be credited to the following term room and meal plan fees.

II. Terms and Conditions of the Housing Agreement

The University agrees to provide the Resident use of the facilities in the residence halls and dining halls during times classes and final exams are held, in accordance with the established University calendar. During recess periods (April 26, 2014 through May 4, 2014, August 24, 2014 through August 24, 2014, December 13, 2014 through January 11, 2015, March 13, 2015 through March 22, 2015 and May 2 through May 10, 2015) housing and dining services are not provided.
Additionaly, meals are not provided during the Thanksgiving break. Under special circumstances (determined by HFS) room accommodations may be provided during the break periods at an additional cost for Residents who do not sign a 12-month contract.

A. Resident Behavior/Agreement Termination. Residents are expected to participate in the residence hall educational activities designed to enhance the quality of life. Residents agree to abide by the Rules of the University of Cincinnati, including the University Student Code of Conduct, as well as federal, state, and local laws. The University Student Code of Conduct is available from the Office of University Judicial Affairs, Suite 745, Joseph A. Steger Student Life Center, and online at www.uc.edu/conduct. Residents agree to abide by the regulations of HFS, Resident Education and Development, the Residence Hall Handbook, and other posted residence hall regulations. The University may reassign or remove any Resident from the residence halls in accordance with established procedures as a consequence of the Resident’s violation of University rules, policies, residence hall regulations, or the Terms & Conditions of the Housing Agreement. Violations of University, Rules or regulations may be grounds for termination of the Housing Agreement and forfeiture of associated costs. Unless otherwise indicated in this Agreement, termination of the Housing Agreement prior to the expiration of the term of the Agreement shall conform to the University Student Code of Conduct.

B. Enrollment Status/Delinquency of Fees. All Residents residing in the residence halls MUST be enrolled in classes and have all Housing and Food service fees and charges paid. Residents who are not enrolled, who are delinquent in their Housing and Food service fees or any part thereof, or who have failed to sign a Housing Agreement, receive an eviction letter requiring them to enroll, pay their fees, or sign the Housing Agreement immediately or vacate the residence hall premises. Termination of the Housing Agreement under this Section, and prior to the expiration of the term of the Agreement shall conform to the University Student Code of Conduct and the Residence Hall Handbook and Regulations. If Residents do not properly check out of their residence hall, the room locks are changed and their account is charged appropriately for the new core and for all of the new keys for that room.

C. Furnishings. Residents’ rooms are furnished with the appropriate number of beds, mattresses, desks, chairs, and waste baskets. Residents must provide their own bed linens, pillows, towels, area rugs, and other personal items.

D. Right of Privacy and Room Entry. The University respects Residents’ rights to privacy in their rooms and makes a reasonable effort to give at least 24 hours notice for damage, maintenance or cleanliness inspections. The University regards room entry for purposes of improvements, maintenance, cleaning, and recovery of unauthorized university-owned property, and fire and safety inspections as necessary for the health and general welfare of all residents. Such entry is agreed to and authorized by the Resident as part of this Agreement. Entry without notice occurs in emergencies to ensure protection of life, limb and/or property, and upon a Resident’s request for maintenance services. Entry and inspections of rooms by University or law officials for purposes of discovering violations of University rules and regulations, or local, state, or federal law shall be reasonable and in accordance with University policy and state and federal law.

E. Space Buyout. When space is available, HFS may offer the Residents an option for reduced occupancy in the room or suite. There is an additional charge for Residents who live in rooms which are not occupied to capacity but wish to retain the reduced occupancy to give the remaining resident(s) additional space. The reduced occupancy option may include a two-person room used as a super-single room, or any four-, five-, six- or seven-person room used at a lesser capacity. HFS may restrict the number of reduced bed spaces allowed per room. For further information on buyout, contact HFS.

F. Consolidation. It is not the policy of HFS to move students from one assignment to another unnecessarily. However, situations do arise that warrant relocation. Residents are expected to cooperate fully in all occasions where moves are required, such as consolidation, reassignment due to maintenance requirements, administrative moves, and other similar circumstances. Consolidation means that the Resident may be paired with a new roommate so that additional space may be freed up in the facility to accommodate new residents or single room requests. Consolidation necessitates someone moving in with the Resident or the Resident moving in with someone else. When this occurs, the Resident is notified of the date someone is moving in or the date by which the Resident is required to move to the new room assignment.

G. Care of Facilities. 1. Damages and Special Services. The Resident agrees to be directly and financially responsible for keeping assigned space and furnishings clean and free from damage. The Resident agrees to pay established charges or actual costs, for room damages, special housekeeping, or maintenance services necessary due to misuse or abuse of facilities (beyond normal wear and tear). The Resident is responsible for an equal portion of the charges assessed to all occupants of the Residents’ room. The Resident agrees to pay established charges or actual costs, for damages to common areas (areas not in the confines of the Residents’ rooms) or special housekeeping or maintenance services necessary due to misuse or abuse of facilities or equipment for which the Resident is responsible. The Resident is responsible for an equal portion of charges assessed.
to all Residents of a floor/hall when those responsible cannot be identified. Damage charges are payable upon assessment. When a Resident withdraws from the residence hall system, any unpaid damage assessments in excess of the $100 security deposit are billed to the resident.

2. Keys. The Resident is assigned the room and hall keys, and agrees to: not have keys duplicated, not transfer use of the keys, and surrender the keys at the end of each term if required, or when the Resident officially checks out of the residence hall. The Resident agrees to immediately report the loss of an assigned key and to pay any associated cost for replacement of lost keys. Replacement cost for a lost or stolen key is $80 per key. Lost keys found prior to the changing of the lock core should be reported immediately to the Hall Public Inquiries Assistant (PIA).

3. Access Card. Residents agree not to transfer card to any other persons for building access. Residents agree to immediately report any lost card to HFS. Once a Resident has checked out of a residence hall they may only reenter the building as a guest of a current resident.

H. Liability. The University does not carry liability insurance for any Resident or Resident’s property and, therefore, does not assume responsibility to Residents or other persons, including guests, for the loss of money or valuables, damage to property, or injuries sustained on the premises. Criminal activity, personal injury and theft occur, and the risk exists for such future occurrences, specifically within and around Housing and University Dining service facilities. Therefore, the University recommends the Residents make their own arrangements concerning insurance and protection against such losses.

III. Conditions for Termination of the Housing Agreement

A. Prior to Occupancy. Cancellations from returning Residents are accepted, but only in the event the cancellation is made in writing by the Resident (or emailed at UChousing@uc.edu), and sent directly to HFS in accordance with the schedule outlined below. All cancellations are subject to the terms of this agreement. Cancellations are to be submitted on-line via the Housing Cancellation Form or mailed to the Office of Housing and Food Services, ATTN: Cancellations, PO Box 210045, Cincinnati, Ohio 45221-0045. Cancellations sent to any other University office does not cancel the Housing Agreement. HFS strictly enforces the cancellation dates. When the cancel date is in question, the date of on-line submission or date of the postmark is used as the official date. HFS refunds the room reservation fee according to the schedule listed in section I, subsection A, of the housing agreement. A change in term arrival does not negate the Housing Agreement, nor change the cancellation dates. The student must abide by the cancellation schedule that is in effect when the Housing Agreement is initially returned to HFS.

B. After Occupancy. HFS is aware that unforeseen circumstances may prevent a Resident from fulfilling the Housing Agreement, and agrees to work individually with these Residents. In these circumstances, the Resident is responsible for contacting HFS and should be prepared to discuss and document, in specific terms, their inability to fulfill the Housing Agreement. Petitions to be released from the Housing Agreement must be received in HFS by the dates specified to be considered for the following term: Fall term (July 21, 2014); and Spring term (December 5, 2014). Any early release from the Housing Agreement results in a forfeiture of the $100.00 Deposit.

C. Contract Buyout. Residents who are not required by University policy to live in a residence hall may terminate their contracts for subsequent term without cause upon payment of a termination fee equal to 50% of their room rate multiplied by the number of terms remaining on their housing agreement and forfeiture of their $100.00 housing deposit.

IV. Financial Conditions

A. Fees and Payment Schedule. The Resident agrees to pay all applicable University housing and meal plan fees. Housing and meal plan fees, per term, are included on the University Schedule/Bill and are payable in full on or before the due date on the bill. The Resident agrees to make all payments due each term before moving into the residence hall. Residents who are evicted during the term for disciplinary reasons are responsible for that term’s full residence hall fees. The Resident agrees to discuss payment problems with HFS in advance of any due date. Failure to make payments as prescribed does not relieve the Resident from the Housing Agreement obligations. Non-payment results in denial of residence hall services, in cancellation of current Resident enrollment and in denial of subsequent University registration/enrollment until the amounts owed are paid. Residents enrolled in the University but failing to check into their assigned residence hall space, while the Housing Agreement is in effect, continues to be assessed residence hall fees. A resident who leaves the residence hall during the term of the Housing Agreement without the written consent of HFS, but still enrolled in the University continues to be liable for residence hall fees.

B. Room Refunds. Refunds of room charges are based on the date the Resident checks out and are contingent upon proper check-out from the residence halls. Residents must complete the formal check-out process to be eligible for a refund and are responsible for all room and meal plan charges until the formal check-out process has been completed.
The Resident must check out with a Resident Advisor or the Resident Coordinator. The following three steps must be completed.

1. Resident Advisor (RA) must examine the room for damages and complete the check-out portion of the check-in/check-out form. This form is then signed and dated by both the RA and the Resident. A copy of the check-in/check-out form is given to the Resident upon completion of all three check-out steps.

2. Resident must turn in all keys to the RA, sign, and date a key card.

3. Resident must complete a proper check-out form summarizing the reason(s) for leaving. If the RA is unavailable, the Resident must contact the Resident Coordinator or PIA to summon another RA to complete the process. Failure to complete a proper check-out may result in the assessment of an administrative fee. Residents are refunded room fees in accordance with the University policy outlined in the following schedule:

<table>
<thead>
<tr>
<th>Room Charge Refunds *</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to check-in</td>
<td>100%</td>
</tr>
<tr>
<td>First week of the term</td>
<td>80%</td>
</tr>
<tr>
<td>Second week of the term</td>
<td>60%</td>
</tr>
<tr>
<td>Third week of the term</td>
<td>40%</td>
</tr>
<tr>
<td>After the third week</td>
<td>None</td>
</tr>
</tbody>
</table>

* A week shall be the first day of the term through the following Sunday and thereafter Monday through Sunday

Any outstanding financial obligations with the University are deducted from the refund check, which requires up to 12 weeks for processing. No refunds are made to any Resident receiving academic credit for the term or for absences from the residence halls. In the event provision of the services described herein is beyond the control of the University due to extraordinary circumstances, refunds of prepaid room and meal plan fees are determined by the University in its sole discretion.

C. Disability Accommodation Housing Rate. If a determination of need by the Office of Disability Services indicates that a single room is an appropriate special housing accommodation, then the student shall be assigned in accordance with the determination and assigned the multiple occupancy housing fee.

V. Food Service and Meal Plans

Food services are provided for Residents in the Dining Centers as part of the Housing Agreement. ALL students required to live on campus must purchase a residential meal plan. Meal plans are for the entire academic year or the duration of the Housing Agreement. Residents agree to observe all published and posted rules concerning Food Services and Dining Centers. The financial obligations concerning Food Service payments are part of the Housing Agreement and are subject to the schedules and requirements as described above.

A. Meal Plan Changes. Requests for residential meal plan changes must be made in writing and must be received in HFS within (5) days from the first day of classes of the term to be effective for that term. Requests may be submitted on-line via the Meal Plan Change Form at http://hfs.uc.edu/mpchange/ or by email to UCHousing@uc.edu and must include student name, ID number, current meal plan and desired meal plan. Campus Dining Pass cannot be changed or cancelled on or after the first day of meal service for the term.

B. Dining Schedules. There are no refunds for or rescheduling of missed meals. Residents who have classes or work schedules that prevent arriving at the Dining Hall during posted serving hours should discuss their situation with HFS. Dining facilities may be consolidated and serving hours reduced during low demand periods.

C. Special Diets. Residents who require a specific diet for medical reasons should consult the Office of Disability Services. If a determination of need by the Office is Disability Services indicates that a special meal plan accommodation is appropriate then the student shall be assigned a meal plan or no meal plan at all in accordance with the determination. For all other special dietary requests residents should consult the Office of Housing and Food Services. Residents must have a letter from their physician describing the medical need and specific food and/or preparation required.

D. Meal Plan Refunds. Prior to check-in, Residents will receive a 100% refund. After check-in Residents are refunded meal plan fees in accordance with the University policy outlined below:

- All meal plans containing Bearcat Campus Card dollars will have the full amount of these dollars deducted from the refund.
- The Unlimited Meal Plan will be a pro-rated refund based on the remaining number of days in the term.
- The block 186 Plan refund is the per meal cost multiplied by the smaller of either:
  1. The number of meals per week for the remaining number of weeks in the term
  2. The exact number of unused meals
- Campus Dining Pass meal plans cannot be changed or cancelled on or after the first day of meal service for the term.

Please Retain a Copy of this Document for Your Records
I. Room Reservation and Housing Agreement Duration

A. Room Reservation. A $150 room reservation fee is to be submitted with any new Housing Agreement. When HFS receives the signed Housing Agreement and the $150 room reservation fee, a space is reserved. Current Residents, who are submitting a Housing Agreement for a new contract year, are excluded from this requirement. For current students, the $100 damage deposit, which was submitted as part of the student’s $150 room reservation fee for the current year, is retained by HFS and applied to the new contract year as the student’s damage deposit and all cancellation and refund terms listed hereafter remain in effect. Any damages assessed at checkout from the previous contract year will be billed to the student at their address of record and must be paid in full within 30 days of billing. Failure to meet this requirement may result in the cancellation of this Housing Agreement and result in the full forfeiture of the damage deposit or the full damage amount, whichever is greater. All Residents’ room, hall and roommate requests are subject to availability. Fifty dollars of the $150 is a non-refundable processing fee. The balance of the fee will be held as a damage deposit and refunded, less any damage, contract breakage and/or improper checkout charges, within 30 days of the contract termination date. If the Housing Agreement is cancelled prior to occupancy, the following cancellation terms apply:

| Housing Agreements cancelled within fifteen (15) calendar days of submittal and prior to taking occupancy. | $100 refund of Room Reservation Fee |
| Housing Agreements cancelled more than fifteen (15) calendar days of submittal and prior to taking occupancy. | No Refund of Room Reservation Fee and $200 Penalty |

For additional information on the cancellation policy, see Section III, conditions for termination of the housing agreement.

B. Housing Agreement Duration. The Housing Agreement is effective and binding for the full academic year, Fall through Spring terms inclusive, or the portion of the year remaining at the time of the assignment, for all except those Residents holding 12-month contracts. The dates for 2015-16 are: Summer term (May 10 – August 8, 2015); Fall term (August 23 – December 12, 2015); and Spring term (January 10 – April 30, 2016). Co-op students who sign a Housing Agreement are required to reside in the halls during their academic terms. They are not required to do so during their appropriate work sections. Co-op students may also live in the residence hall but be released from their meal plan during their co-op term. Residents are required to submit their co-op assignment letter from the UC Division of Professional Practice or from the co-op host site to HFS, and if leaving the residence halls, to check-out properly. The co-op academic year is Fall through Spring terms, inclusive. The Housing Agreement cannot be cancelled except under conditions described herein. Residents who are not required by University policy to live in a residence hall may enter into a Semester Contract for a $500 fee over and above the applicable room and meal plan fees. Should the student convert to an Academic Year Contract, the $500 fee will be credited to the following term room and meal plan fees.

II. Terms and Conditions of the Housing Agreement

The University agrees to provide the Resident use of the facilities in the residence halls and dining halls during times classes and final exams are held, in accordance with the established University calendar. During recess periods (May 2, 2015 through May 10, 2015, August 8, 2015 through August 23, 2015, December 12, 2015 through January 10, 2016, March 21, 2016 through March 25, 2016 and April 30, 2016 through May 8, 2016) housing and dining services are

On Campus Living Requirement

Any student enrolled at the University of Cincinnati may live in on campus housing. All unmarried first year students, or transfer students not transferring 30 credit hours or more, who live outside a fifty mile radius of the Uptown Campus and are under the age of 21 years are required to live in the University on-campus residence halls their first academic year.

Terms and Conditions Introduction

The Residence Hall Agreement is a legally binding contract between you and the University of Cincinnati. When the Agreement is signed, serious legal and financial obligations are created. Please review the Terms & Conditions described below. If you are under 18 years of age, you must review this information with your parents, and their signature is required on the Housing Agreement. To reside in the Residence Hall community, Residents must be enrolled in University classes. The Housing Agreement is a legally binding Contract for the academic year, similar to a lease. Please note, the Office of Housing and Food Services (HFS) reserves the right to change a room assignment whenever necessary. In unusual circumstances temporary housing assignments may be made. Dates outlined in the Terms & Conditions are subject to change should the University change or adjust the academic calendar. Students will be notified should any changes in dates occur.

c.uc.edu/housing
A. Resident Behavior/Agreement Termination. Residents are expected to participate in the residence hall educational activities designed to enhance the quality of life. Residents agree to abide by the Rules of the University of Cincinnati, including the University Student Code of Conduct, as well as federal, state, and local laws. The University Student Code of Conduct is available from the Office of University Judicial Affairs, Suite 745, Joseph A. Steger Student Life Center, and online at www.uc.edu/conduct. Residents agree to abide by the regulations of HFS, Resident Education and Development, the Residence Hall Handbook, and other posted residence hall regulations. The University may reassign or remove any Resident from the residence halls in accordance with established procedures as a consequence of the Resident’s violation of University rules, policies, residence hall regulations, or the Terms & Conditions of the Housing Agreement. Violations of University Rules or regulations may be grounds for termination of the Housing Agreement and forfeiture of associated costs. Unless otherwise indicated in this Agreement, termination of the Housing Agreement prior to the expiration of the term of the Agreement shall conform to the University Student Code of Conduct.

B. Enrollment Status/Delinquency of Fees. All Residents residing in the residence halls MUST be enrolled in classes and have all Housing and Food service fees and charges paid. Residents who are not enrolled, who are delinquent in their Housing and Food service fees or any part thereof, or who have failed to sign a Housing Agreement, receive an eviction letter requiring them to enroll, pay their fees, or sign the Housing Agreement immediately or vacate the residence hall premises. Termination of the Housing Agreement under this Section, and prior to the expiration of the term of the Agreement shall conform to the University Student Code of Conduct and the Residence Hall Handbook and Regulations. If Residents do not properly check out of their residence hall, the room locks are changed and their account is charged appropriately for the new core and for all of the new keys for that room.

C. Furnishings. Residents’ rooms are furnished with the appropriate number of beds, mattresses, desks, chairs, and waste baskets. Residents must provide their own bed linens, pillows, towels, area rugs, and other personal items.

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E. Space Buyout. When space is available, HFS may offer the Residents an option for reduced occupancy in the room or suite. There is an additional charge for Residents who live in rooms which are not occupied to capacity but wish to retain the reduced occupancy to give the remaining resident(s) additional space. The reduced occupancy option may include a two-person room used as a super-single room, or any four-, five-, six-, seven or eight-person room used at a lesser capacity. HFS may restrict the number of reduced bed spaces allowed per room. For further information on buyout, contact HFS.

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G. Care of Facilities.

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C. Contract Buyout. Residents who are not required by University policy to live in a residence hall may terminate their contracts for subsequent term without cause upon payment of a termination fee equal to 50% of their room rate multiplied by the number of terms remaining on their housing agreement and forfeiture of their $100 housing deposit.

IV. Financial Conditions

A. Fees and Payment Schedule. The Resident agrees to pay all applicable University housing and meal plan fees. Housing and meal plan fees, per term, are included on the University Schedule/Bill and are payable in full on or before the due date on the bill. The Resident agrees to make all payments due each term before moving into the residence hall. Residents who are evicted during the term for disciplinary reasons are responsible for that term’s full residence hall fees. The Resident agrees to discuss payment problems with HFS in advance of any due date. Failure to make payments as prescribed does not relieve the Resident from the Housing Agreement obligations. Non-payment results in denial of residence hall services, in cancellation of current Resident enrollment and in denial of subsequent University registration/ enrollment until the amounts owed are paid. Residents enrolled in the University but failing to check into their assigned residence hall space, while the Housing Agreement is in effect, continue to be assessed residence hall fees. A resident who leaves the residence hall during the term of the Housing Agreement without the written consent of HFS, but still enrolled in the University, continues to be liable for residence hall fees.

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The Resident must check out with a Resident Advisor or the Resident Coordinator. The following three steps must be completed.

1. Resident Advisor (RA) must examine the room for damages and complete the check-out portion of the check-in/check-out form. This form is then signed and dated by both the RA and the Resident. A copy of the check-in/check-out form is given to the Resident upon completion of all three check-out steps.

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<td>80%</td>
</tr>
<tr>
<td>Second week of the term</td>
<td>60%</td>
</tr>
<tr>
<td>Third week of the term</td>
<td>40%</td>
</tr>
<tr>
<td>After the third week</td>
<td>None</td>
</tr>
</tbody>
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*A week shall be the first day of the term through the following Sunday and thereafter Monday through Sunday*

Any outstanding financial obligations with the University are deducted from the refund check, which requires up to 12 weeks for processing. No refunds are made to any Resident receiving academic credit for the term or for absences from the residence halls. In the event provision of the services described herein is beyond the control of the University due to extraordinary circumstances, refunds of prepaid room and meal plan fees are determined by the University in its sole discretion.

C. Disability Accommodation Housing Rate. If a determination of need by the Office of Disability Services indicates that a single room is an appropriate special housing accommodation, then the student shall be assigned in accordance with the determination and assigned the multiple occupancy housing fee.

V. Food Service and Meal Plans

Food services are provided for Residents in the Dining Centers as part of the Housing Agreement. **ALL students required to live on campus must purchase a residential meal plan.** Meal plans are for the entire academic year or the duration of the Housing Agreement. Residents agree to observe all published and posted rules concerning Food Services and Dining Centers. The financial obligations concerning Food Service payments are part of the Housing Agreement and are subject to the schedules and requirements as described above.

A. Meal Plan Changes. Requests for residential meal plan changes must be made in writing and must be received in HFS within five (5) days from the first day of classes of the term to be effective for that term. Requests may be submitted on-line via the Meal Plan Change Form at [http://hfs.uc.edu/mpchange/](http://hfs.uc.edu/mpchange/) or by email to [UCHousing@uc.edu](mailto:UCHousing@uc.edu) and must include student name, ID number, current meal plan and desired meal plan. Campus Dining Passes cannot be changed or cancelled on or after the first day of meal service for the term.

B. Dining Schedules. There are no refunds for or rescheduling of missed meals. Residents who have classes or work schedules that prevent arriving at the Dining Hall during posted serving hours should discuss their situation with HFS. Dining facilities may be consolidated and serving hours reduced during low demand periods.

C. Special Diets. Residents who require a specific diet for medical reasons should consult the Office of Disability Services. If a determination of need by the Office is Disability Services indicates that a special meal plan accommodation is appropriate then the student shall be assigned a meal plan or no meal plan at all in accordance with the determination. For all other special dietary requests residents should consult the Office of Housing and Food Services. Residents must have a letter from their physician describing the medical need and specific food and/or preparation required.

D. Meal Plan Refunds. Prior to check-in, Residents will receive a 100% refund. After check-in, Residents are refunded meal plan fees in accordance with the University policy outlined below:

- All meal plans containing Bearcat Campus Card dollars will have the full amount of these dollars deducted from the refund.
- The Unlimited Meal Plan will be a pro-rated refund based on the remaining number of days in the term.
- The block 186 Plan refund is the per meal cost multiplied by the smaller of either:
  1. The number of meals per week for the remaining number of weeks in the term
  OR
  2. The exact number of unused meals
- Campus Dining Pass meal plans cannot be changed or cancelled on or after the first day of meal service for the term.

Any outstanding financial obligations with the University are deducted from the refund check, which requires up to 12 weeks for processing. No refunds are made to any Resident receiving academic credit for the term or for absences from the residence halls. In the event provision of the services described herein is beyond the control of the University due to extraordinary circumstances, refunds of prepaid room and meal plan fees are determined by the University of Cincinnati Board of Trustees.

Please Retain a Copy of this Document for Your Records
BELLEVUE GARDENS APARTMENTS - LEASE AGREEMENT
UNIVERSITY OF CINCINNATI

The University of Cincinnati (“UC”), a state institution of higher education organized under Section 3361 of the Ohio Revised Code (“Lessor”) and the undersigned persons identified as Lessees (hereinafter “Lessee” individually or “Lessees” collectively), enter into this lease agreement (“Lease”) for Apartment # ____ in Building # ____ (“Apartment”), located at _____ E. Martin Luther King Drive, Cincinnati, OH 45219, in the Apartment Community known as Bellevue Gardens Apartments (“Apartment Community”).

1. Lessee Eligibility Requirements.
   A. Apartment Community is owned and operated by Lessor, a state institution of higher education. Only UC students or employees are eligible to lease apartments within the Apartment Community. At all times throughout the term of this Lease, each Lessee shall maintain his or her status with UC as:
      i. a full-time undergraduate student (as defined by UC’s rules and regulations), so long as he or she will be residing in the Apartment with a spouse, a Domestic Partner (as defined by UC’s Human Resources Department), or the undergraduate student’s child or legal ward;
      ii. a full-time graduate student (as defined by UC’s rules and regulations); or
      iii. a full-time UC employee.
   B. Except as described in subsection C below, any Lessee’s failure to retain his or her eligibility status during the term of this Lease shall be deemed a violation of the terms and conditions of this Lease. Lessee shall notify Lessor of Lessee’s failure to maintain his or her status as a full-time student or full-time UC employee within three (3) business days of this occurrence. The Lessee who has lost his or her eligibility status and any Occupants (as defined in Section 2 below) residing in Apartment based on their relationship to that Lessee shall vacate Apartment, unless such individuals maintain a relationship with another Lessee residing in Apartment which allows them to maintain or obtain Occupant status.
      i. If any Lessee described in this paragraph is a “student tenant” (as defined by O.R.C. §5321.031), Lessor may only require such Lessee to vacate Apartment following a hearing conducted in accordance with Lessor’s Student Code of Conduct, as it may be amended from time to time.
   C. Lessees whose eligibility to lease an apartment within Apartment Community is based on their status as full-time undergraduate or graduate students may continue to reside in the Apartment during the summer term, regardless of the number of summer courses they take, so long as they notify Lessor that they have enrolled in a sufficient number of courses to meet full-time student status the following fall term. Such notice shall be submitted to Lessor prior to the end of the spring term.
   D. Each individual residing in the Apartment meeting the eligibility requirements defined above shall be required to sign this Lease.
2. Occupants.
   A. Certain individuals ("Occupants") who do not meet the eligibility requirements defined in Section 1, but who are either members of a Lessee’s immediate family (defined as spouse, child, legal ward, parent or sibling) or are a Lessee’s Domestic Partner as defined by Lessor’s Human Resources Department, may jointly occupy the Apartment with a Lessee, so long as that Lessee continues to meet the eligibility requirements defined in Section 1.
   B. Each Lessee shall provide the names and ages of all Occupants residing with Lessee in Apartment. Lessee shall, throughout the term of this Lease, keep the list of Occupants current.
   C. Occupants are not signatories to the Lease, but Lessees acknowledge and agree that any act or omission of an Occupant that violates any terms or conditions of this Lease shall be deemed a violation of such terms or conditions of the Lease by Lessees.

3. Lease Term
   A. This Lease shall commence on the ___ day of ____, 20__ and end on the ___ day of ____, 20__, unless sooner terminated as herein provided ("Term.") In no event shall the Term of this Lease exceed one (1) year.
   B. In the event that Lessor is unable for any reason to deliver possession of the Apartment to Lessees within seven (7) days of the date specified herein, Lessor shall provide written notice to Lessees designating the date upon which the Apartment will be available for possession. Under such circumstances, Lessees’ only remedies shall be (a) to cancel the Lease, in which case any security deposit, application fee or any other payments paid by or on behalf of Lessees to Lessor for the specific purpose of securing the Apartment will be returned to Lessees; or (b) to accept occupancy at the later date, in which event Lessor shall prorate the rent to that date.
   C. If any Lessee vacates the Apartment prior to the end of the Lease term, Lessor shall not be obligated to find a replacement Lessee. Unless released from this Lease by Lessor, all undersigned Lessees, including those who have vacated the Apartment during the Term, shall remain subject to all terms and conditions of this Lease, including all rent or damages owed for the remainder of the Term.
   D. If a Lessee vacates the Apartment during the Term, the remaining Lessees may add a replacement Lessee to the Lease, provided the proposed replacement Lessee meets the eligibility requirements defined above, has completed an application and has prior written authorization by Lessor. Such replacement Lessee shall be made a party to this Lease through an addendum. The replacement Lessee is required to pay Lessor the portion of the security deposit originally paid by the vacating Lessee (unless notified otherwise in writing by the original Lessees, it will be assumed that each Lessee paid an equal amount of the security deposit). Once the vacating Lessee has vacated the Apartment, remaining Lessees shall allow the Lessor to inspect the Apartment following Lessor’s notice to do so. Vacating Lessee’s portion of the security deposit, minus any charge authorized under this Lease as determined by the inspection discussed in the previous sentence, will be refunded after Lessor has received the replacement Lessee’s portion of the security deposit.
4. **Rent**  
   A. The Annual Rent for the Apartment shall be _____ Thousand _________Hundred Dollars and no cents ($_________.00), to be paid in monthly installments of _________ and no cents ($_________.00). The entire monthly installment owed to Lessor is to be paid in one payment on or before the first of each month. All payments of rent or other amounts owed to Lessor pursuant to this Lease either shall be paid online via the Housing Online Payments link located at [http://www.uc.edu/uchousing/graduate_housing/bellevue_gardens.html](http://www.uc.edu/uchousing/graduate_housing/bellevue_gardens.html) or paid via a check payable to the UNIVERSITY OF CINCINNATI delivered to the Off-Campus Graduate & Family Housing office on the second floor of Scioto Hall or mailed to: Campus Services Accounting Department, Attn: Accountant Bellevue Gardens, 265 Tangeman University Center, Cincinnati, OH 45221-0217.  
   B. Each Lessee shall be jointly and severally responsible for the full amount of all rent and assessed damages owed to Lessor pursuant to the Lease throughout the Term.

5. **Security Deposit**  
   A. Lessee’s shall pay a security deposit for the Apartment in the amount of __________ dollars ($______.00). By affixing its signature to this Lease, Lessor acknowledges the receipt of the security deposit.  
   B. The full amount of the security deposit will be returned to Lessees within (30) days after the termination of this Lease and delivery of possession of the Apartment to Lessor, provided that Lessees have:  
      i. paid all charges due to Lessor and returned all keys;  
      ii. cleaned all sills, floor, doors, bathroom fixtures, sinks, refrigerator, range, kitchen shelves immediately before vacating, and left the premises in good condition; and  
      iii. incurred no damage charges or losses in inventory.  
   C. In accordance with Ohio law, the security deposit may be applied to the payment of any past due rent owed to Lessor and to any damages, including cleaning, repair and/or replacement of damaged items, that the Apartment or Lessor may have suffered above and beyond normal wear and tear of the Apartment. An itemized list of all deductions to the security deposit made by Lessor shall be provided to Lessees with the balance of the security deposit.  
   D. Charges to Lessees for cleaning, repairing, and/or replacing any equipment found within vacated apartments will not be limited by the amount of the security deposit. Instead, Lessees will be billed for all labor, material, and replacement costs in excess of the security deposit necessary to place the vacated apartment in proper condition for subsequent assignment.  
   E. Each Lessee shall provide Lessor, in writing, an address to which the itemization and any amount due from the security deposit is to be sent.  
   F. Unless notified otherwise in a writing signed by all Lessees, Lessor shall equally divide any amount due to Lessees from the security deposit among all Lessees.

6. **Maintenance of the Apartment and Equipment**  
   A. Lessees shall exercise reasonable care in the use of Apartment.
B. Lessees shall exercise reasonable care in the use of any Lessor-owned equipment, furnishings or appliances ("Equipment") provided for Lessees’ use during the Term and will only use such Equipment for their intended purposes.

C. Lessees shall refrain from, and shall keep any Occupant, visitor, or agent from:
   i. removing from the Apartment, without Lessor’s prior written authorization, any of Lessor’s Equipment provided with Apartment;
   ii. altering or replacing the present locks or installing additional locks without Lessor’s prior written authorization;
   iii. lending any building or apartment keys to friends, family, or guests, with the exception of any Occupant residing in the Apartment with Lessee.
   iv. making any alterations to or changes in the Apartment or any of Lessor’s Equipment found therein without Lessor’s prior written authorization;
   v. using screws, bolts or decals upon the walls, woodwork, ceiling or floors of the Apartment or otherwise defacing or marring such walls, woodwork, ceiling or floors; and
   vi. making any repairs to the Apartment or its Equipment.

7. Repairs and Emergency Work Requests
   A. Lessor will make all necessary repairs to the Apartment, Lessor’s Equipment found within the Apartment or the Apartment Community, or the Apartment Community itself.
   B. If routine repairs to the Apartment or to Lessor’s Equipment found within the Apartment are required, Lessees shall report the need for such repairs to the University of Cincinnati Work Control Center by calling: 558-2500.
   C. Fire, smoke, gas smells, broken windows, broken doors, and floods within the Apartment or the Apartment Community are considered emergencies and should be reported by calling the following numbers:
      • During normal business hours: 558-2500
      • During all other times: 556-1111
   D. If repairs, renovations, painting service or other work are required because of carelessness, negligence, or fault of any Lessee, Occupant or Lessee’s invitees or agents, or because any Lessee, Occupant or Lessee’s invitees or agents violated any condition of this Lease, Lessees shall pay all damages and costs necessary to restore the damaged Apartment, Equipment or any other portion of the Apartment Community to its original condition. Lessees shall further pay all costs and expenses of repairing or replacing any of Lessor’s Equipment, damaged by reason of Lessee’s, Occupant’s or Lessee’s invitee’s or agent’s carelessness, negligence or violation of any terms or conditions of this Lease.

8. Assignment and Subletting
   Without first obtaining the express, prior written consent of Lessor, no Lessee nor his or her heirs, executors, representatives, successors, and assigns shall assign, mortgage, or encumber this Lease or permit others to use or sublet the Apartment, except for authorized Occupants designated pursuant to Section 2 above. Lessor’s consent hereunder shall not be unreasonably withheld. Lessor shall not consent to any assignment or sublease unless proposed sub-lessee meets the eligibility requirements defined in Section 1 of this Lease and has been approved by any other Lessees residing in the Apartment. During the term of any sub-lease or assignment,
Lessees remains responsible for the rent and for any damage to the Apartment or any of Lessor’s Equipment found within Apartment.

9. **Utilities**
   A. Lessor shall provide the following utilities: water.
   B. Lessees shall obtain in one or more of the Lessee’s names any utilities not provided by Lessor. Lessees shall be responsible for paying all such utilities when first due. Lessor shall not be responsible for any utilities fees which Lessees are responsible for but do not pay.

10. **Termination of Lease under Certain Conditions**
    A. Lessor may, at its election, terminate this Lease and require all Lessees and Occupants to vacate the Apartment upon the giving of thirty (30) days notice in writing to Lessees for any of the reasons listed below:
        i. if Lessees default in payment of the rent prescribed herein, or
        ii. if Lessees fail to maintain acceptable standards of cleanliness in the Apartment, and/or cause damage to the Apartment, or
        iii. if Lessees otherwise fail to abide by the terms and conditions of this Lease.
    B. Notwithstanding the foregoing, if any Lessee residing alone is a “student tenant” (as defined by O.R.C. §5321.031), Lessor may only terminate this Lease and require Lessee to vacate the Apartment following a hearing conducted in accordance with Lessor’s Student Code of Conduct, as it may be amended from time to time, when such termination is based on a violation of the terms of this Lease, a violation of Lessor’s Student Code of Conduct, or a violation Lessor’s other policies and procedures.
    C. Lessor may, at its sole discretion, allow a Lessee to terminate this Lease prior to expiration of the stated term, if:
        i. the Lessee is a student who will be graduating from, transferring from or withdrawing from UC,
        ii. the Lessee provides documentation of such graduation, transfer or withdrawal from Lessee’s department,
        iii. Lessee is the sole Lessee in the Apartment, and
        iv. the Lessee provides thirty (30) days written notice of his or her intent to terminate the Leased apartment.

11. **Lessees’ Duties upon Expiration or Termination of Lease**
    A. Lessees shall yield and peaceably deliver possession of the premises to Lessor upon the expiration or termination of this Lease.
    B. Upon expiration or termination of this Lease, Lessees shall deliver to Lessor the Apartment, all of Lessor’s Equipment provided within and around the Apartment during the Lease, and all keys obtained by Lessees or Occupants to the Apartment or any other building within the Apartment Community.
    C. When delivered to Lessor, the Apartment shall be clean and in good order and condition, reasonable wear and tear expected.
12. **Lessor’s Remedies**
None of the provisions contained in this Lease shall limit Lessor’s ability to take any and all legal and equitable remedies available to Lessor under Ohio law for non-payment or late payment of rent, or any other default or violation of this Lease. Without limiting the foregoing, Lessor may, without terminating this Lease and relieving Lessees of obligations hereunder, dispossess Lessees or any one of them for violation of the terms hereof.

13. **Student Code of Conduct**
Lessor Student Code of Conduct is incorporated herein by reference and is available from Lessor Office of Student Affairs and Services or at the following internet address: http://www.uc.edu/conduct/Code_of_Conduct.html. By affixing his or her name to this Lease, any Lessee that is a UC student hereby acknowledges having read and agrees to follow Lessor’s Student Code of Conduct.

14. **Use of the Apartment and the Apartment Community**
A. Lessees shall use and occupy the Apartment and Apartment Community in a manner consistent with the rights of other tenants and in the interest of the Lessor in maintaining the premises in good condition.
B. Lessees shall refrain from and shall prevent Occupants and Lessees’ invitees and agents from:
   i. allowing papers, cans, bottles, or other trash to accumulate in or around the Apartment or elsewhere within the Apartment Community.
   ii. throwing any object from the windows or doors of the Apartment or anywhere else within the Apartment Community;
   iii. shaking, cleaning, or hanging any article from the windows, balconies, ledges or roofs of any building within the Apartment Community, or placing any articles on the Apartment’s window ledges;
   iv. installing or placing any outdoor equipment or construction of any type within the Apartment Community without Lessor’s prior written authorization;
   v. keeping dogs, cats or other animals or pets of any kind in Apartment or Apartment Community without Lessor’s prior written authorization.
   vi. making any disturbing noises in the building, or operating or using any mechanical or electrical equipment at such time or such volume or in such manner as to constitute a disturbance to others;
   vii. using or storing explosives or highly inflammable materials of any sort, except kerosene, turpentine, wood alcohol, paint, paint thinner and rags in the Apartment or elsewhere within the Apartment Community area. Such permitted materials (kerosene, turpentine, wood alcohol, paint, paint thinner and rags) may be stored only in quantities no greater than required for immediate household use;
   viii. exploding fireworks anywhere within the Apartment Community;
   ix. possessing or discharging firearms of any type anywhere within the Apartment Community;
   x. obstructing the halls, corridors, stairs, landings, sidewalks, or the garage area within the Apartment Community with any article of property, or using such areas for any purpose other than that of ingress to and egress from the Apartment. Lessor reserves the right to remove and dispose of any such obstruction without incurring any liability for doing so;
xi. removing or abusing Equipment anywhere within the Apartment Community;

xii. using cooking grills on the balconies of or within 25 feet of any building within the Apartment Community;

xiii. smoking in or around any apartments or buildings within the Apartment Community or within 25 feet of entrances, exits, and operable windows of such apartments or buildings.

15. **Use and Storage of Certain Equipment, Furnishings, or Appliances**
With the exception of any Equipment provided by Lessor for Lessees’ use within the Apartment or elsewhere within the Apartment Community, Lessees are prohibited from and shall prevent Occupants or any Lessee’s invitees or agents from storing, installing or using any of the following items in the Apartment or elsewhere in the Apartment Community:

A. additional clothes washers and dryers;
B. additional dishwashers;
C. additional refrigerators and freezers;
D. grand or baby grand pianos, unless Lessor’s prior written authorization is obtained;
E. outdoor radio antennas/and satellite dishes, unless Lessor’s prior written authorization is obtained and the conditions for installation and use are satisfied;
F. outdoor clothes lines or other outdoor drying equipment;
G. additional outdoor play equipment (including slides, swings, sandboxes, etc);
H. additional heating equipment, unless Lessor’s prior written authorization is obtained and all safety conditions identified in the instructions to the heating equipment have been satisfied;
I. additional electrical wiring or electrical fixtures;
J. additional air-conditioners and large window fans unless Lessor’s prior written authorization is obtained and the conditions for installations and use are satisfied;
K. water beds; and
L. halogen lamps.

16. **Apartment to be used as Private Residence**
Lessees shall use Apartment solely as a private residence. Lessees shall refrain from and shall prevent Occupants or Lessees’ invitees or agents from:

A. carrying on any commercial business from the Apartment or anywhere within the Apartment Community;
B. ascribing or affixing any sign, advertisement or notice on any part of the inside of the building or Apartment Community except on authorized bulletin boards;
C. making or permitting any unlawful, improper, noisy, or offensive use of the Apartment Community.

17. **Other Regulations**
A. Lessees have been provided and shall comply with such conditions and regulations now in effect for the safety and welfare of its tenants and the protection of its property. From time to time during the term of this Lease, Lessor may implement additional conditions and regulations designed to protect the safety and welfare of its tenants and the protection of its property. Lessees will be provided notice of any such conditions and regulations as
they are implemented and Lessees shall comply with these conditions and regulations upon their implementation.

B. Lessees shall comply with the applicable Federal and State laws and regulations.

C. Lessees shall not use, possess, or sell illegal drugs anywhere within the Apartment Community and they shall prevent any Occupant or Lessee’s invitees or agents from using, possessing, or selling illegal drugs anywhere within the Apartment Community.

18. Extent of Obligations
The obligations and agreements of Lessees, so far as applicable, shall extend to all Occupants, and a violation of any of such obligations and agreements by such Occupants shall be deemed a violation by Lessees. Further, Lessees shall be responsible for the conduct of their invitees and agents while in the Apartment Community and any violation of any applicable covenant by such individuals shall be deemed a violation by Lessees.

19. Additional Charges; Adjustment in Rent
A. If Lessee’s rent payment is late, Lessee shall be charged a late rental payment fee of thirty dollars ($30.00).

B. There shall be a $30.00 charge for every occurrence of a check being returned unpaid. Lessee shall also be responsible for any applicable charge for late rental payments.

C. In the event of termination of this Lease prior to the expiration of the stated term, a full day’s rent will be charged for that day on which Lessee vacates the apartment.

D. If any Lessee desires to change apartments during the term of the Lease he/she shall submit a written request to the Apartment Manager. If permission to change apartment is granted by the Apartment Manager, Lessee shall be assessed and pay an apartment change fee of one hundred dollars ($100.00).

E. Lessees shall be responsible for the security of all keys issued to them. In the event that Lessees cannot account for all keys issued, Lessees shall be assessed and pay a replacement key charge of sixty dollars ($60.00) per missing key.

F. A charge for forty dollars ($40.00) per day shall be assessed and paid for each day or part thereof which Lessees continue to occupy the apartment after the expiration or termination of this Lease. During any such occupancy all terms and conditions of the Lease shall apply, except that this type of continued tenancy shall be presumed to be a day to day tenancy.

G. No adjustment of rent or other compensation shall be claimed by Lessees and Lessor shall not be liable to Lessees for inconvenience or discomfort arising from the making of repairs or improvements to the apartment or to any building in the Apartment Community or to any appliance in the Apartment provided such repairs are accomplished when reasonably possible.

H. All additional charges provided for herein shall be deemed to constitute additional rent and shall be paid when and as the next succeeding installment of rent comes due.

20. Damage to or Destruction of Premises
If, in the opinion of Lessor, the Apartment, or any part thereof, is rendered unusable because the Apartment, any part thereof, or the building in which the Apartment is located is: (a) destroyed or damaged by fire or other casualty or (b) taken by eminent domain, then this Lease may
terminate if Lessor so elects upon 30 days written notice to Lessees. If this Lease is not so terminated, a proportionate reduction in rent, determined by Lessor, will be allowed until the Apartment and all parts thereof are returned to usable conditions by Lessor; provided, however, that such reduction will be allowed only if the damage occurred through no fault of Lessees.

21. Non-Liability of Lessor
To the extent allowed by Ohio Law, Lessor shall not be liable to Lessees, Occupants, or Lessees’ invitees or agents for damages or losses to person or property caused by other persons, including, but not limited to, damages or losses due to theft, burglary, assault, vandalism, or other acts or crimes. Unless due to Lessor’s failure to comply with an obligation imposed on Lessor by Ohio law, Lessor shall not be liable to Lessees, Occupants, or Lessees’ invitees or agents, for damages or losses to person or property caused by sewer backup, interruption of utilities, or any other occurrence.

22. License of Garage Space and Additional Street Parking
A. While this Lease remains in effect, a total of one (1) parking garage space in the same building where Apartment is located, identified as parking place ____, and a total of one (1) parking pass, identified as pass # _____, will be licensed to the Lessees. In the event Lessees possess more than one vehicle, Lessees shall determine which of their vehicles will park in the assigned parking space. This parking space and parking pass shall be provided at no extra charge.

B. All vehicles shall be parked within designated spaces. To the extent allowed by Ohio law, Lessor shall not be responsible for any damage to vehicles or to contents of vehicles that are not parked within designated spaces.

C. At all times during the term of this Lease, Lessees shall maintain with Lessor an up-to-date list of all vehicles operated by Lessees and Occupants that will be parked within Apartment Community. This list shall include each vehicle’s make, model, color, and license plate number and shall identify which, if any, will be the vehicle parked in the Apartment’s assigned space within the parking garage.

D. Any inoperable vehicle, any vehicle not having current license plates, any vehicle left in the garage with a flat tire for more than fourteen (14) days, and any vehicle owned or operated by Lessees or Occupants left within the Apartment Community or in the assigned space within the parking garage after the termination of this Lease may be towed from the premises at Lessees’ risk and expense or, if not the Lessees’ vehicle, at the risk and expense of the owner of said vehicle. Lessor shall not be responsible for any damage resulting from such removal.

E. To the extent allowed under Ohio law, Lessor assumes no liability for losses caused by theft, fire, vandalism, or negligence of Lessee, Occupants, or Lessee’s invitees or agents or any third party, including other lessees of the Apartment Community. All personal property left in a vehicle parked within the Apartment Community is left therein at the risk of Lessee and, to the extent allowed under Ohio law, Lessor assumes no liability for the loss of such property.

F. No repairing of vehicles is permitted in the Apartment Community. The washing of vehicles is not permitted except as otherwise authorized in writing by Owner.
23. **Personal property left on the premises**
   A. To the extent allowed by Ohio law, all personal property belonging to Lessee, Occupants, or to any Lessee’s invitees or agents, located in or about the Apartment, or the Apartment Community shall be there at the sole risk of Lessee, and Lessor shall not be liable for the theft or misappropriation thereof.
   B. Lessor shall not be responsible for items left by Lessee or Occupants in or around the Apartment or the Apartment Community over breaks, vacations or summer recess.
   C. Lessor strongly encourages Lessees to obtain appropriate renter’s insurance coverage.
   Lessor’s fire insurance covers University-owned property only.

24. **Acts by Lessor’s employees beyond the scope of their official duties**
If any Lessee requests and subsequently receives from one or more of Lessor’s employees, assistance with any of the following tasks: moving, parking or in any other manner handling the Lessee’s vehicle; receiving a copy of the Lessee’s keys for any reason whatsoever; moving Lessee’s property; or any other similar tasks, Lessees acknowledge that such tasks are beyond the scope of the employee’s official job duties for Lessor, and Lessor’s employee shall not be acting as an agent of Lessor when providing such assistance. Instead, when providing such assistance, Lessor’s employee shall be acting as an agent of Lessee and Lessee accepts any and all responsibility for any and all acts, negligence, omissions and/or damages which might result from Lessor’s employee’s assistance with said tasks. Lessor shall not be liable to Lessee or to any other person for the acts, negligence, or omission of its employees in connection the rendering of the requested assistance.

25. **Liability for injuries to Lessee**
To the extent permitted by Ohio law, Lessor shall not be held responsible for injuries sustained by Lessees, Occupants, or any Lessee’s invitees or agents within Lessee’s Apartment or the Apartment Community, unless such injuries are directly caused by Lessor’s negligence, carelessness, or a violation of Lessor’s responsibilities under this Lease or the laws of the State of Ohio.

26. **Right of entry during term of Lease**
   A. In case of emergency, Lessor, or Lessor’s agents, may enter the Apartment during the Term, without prior notice of entry to Lessee.
   B. At all other times during the Term, unless it is impracticable to do so, Lessor will provide to Lessee reasonable notice (reasonable notice being defined as at least 24 hours) that Lessor or Lessor’s agents intend to enter the Apartment, for any of the following reasons:
      i. to periodically inspect the condition of the apartment;
      ii. to make ordinary, necessary or agreed repairs, decorations, alterations or improvements; or
      iii. to exhibit dwelling to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
   C. Unless Lessee indicates otherwise, Lessee’s submission of a work order for repairs to Apartment or to the Equipment found within the Apartment shall be deemed consent for Lessor or Lessor’s agents to enter the Apartment to perform the requested repairs.
   D. Lessor shall only enter Apartment at reasonable times.

27. **Abandoned Property**

Division of Administration and Finance
Campus Services – Housing and Food
Bellevue Gardens Lease - 10 (ver. March 2012)
Lessor reserves the right, without further notice to Lessee, to sell or otherwise dispose of any of Lessee’s or Occupants’ personal property remaining in the Apartment or elsewhere within the Apartment Community after the expiration or termination of the Lease.

28. Soliciting
Solicitors or salespersons are not to be given access to the Apartment Community.

29. Non-Waiver
Lessor’s waiver of Lessee’s failure to comply with any terms, conditions, or covenants of this Lease shall not be considered to be a waiver of such term, condition or covenant, or of any other term, condition or covenant, or of any subsequent failure to comply with any term, condition or covenant.

30. Severability
If any provision, or portion of any provision, of this Lease is held to be invalid or the application thereof is held to be invalid as to any person, the remaining provisions of the Lease, or the remaining valid terms and conditions within a provision containing invalid terms and conditions, and the application of the Lease to other any other persons shall not be affected by such holdings.

31. Notices
Notice to Lessor shall be in writing and served by delivery in person or by United States regular mail, postage prepaid, to:

Manager Graduate Off-Campus Housing, 2921 Scioto Street, PO Box 210045, Cincinnati, Ohio 45221-0045.

Written notice to Lessee(s) shall be deemed to be properly given if mailed by certified mail to the Apartment or to such other address as Lessee(s) may have designated in writing.

IN WITNESS WHEREOF the Parties hereto have set their hands and seals to duplicate copies of this Lease as of this __________ day of ________, 20__.

Lessees 1:

________________________________________________________________________

__________________________ (Address)

__________________________ (Address)

Division of Administration and Finance
Campus Services – Housing and Food
Bellevue Gardens Lease - 11 (ver. March 2012)
Lessee 2:

___________________________________________

______________________________ (Address)

______________________________ (Address)

Lessee 3:

___________________________________________

______________________________ (Address)

______________________________ (Address)

Lessee 4:

___________________________________________

______________________________ (Address)

______________________________ (Address)

FOR Lessor:

___________________________________________

Director, University of Cincinnati Housing & Food Services
(or Designee with Delegated Authority)
University of Cincinnati
Off-Campus Graduate & Family Housing
2921 Scioto Street
PO Box 210045
Cincinnati, Ohio 45221-0045
STRATFORD HEIGHTS FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is entered into as of this ____ day of ___________, 20___, by and between __________________________ a ____________________________________________________(`the Student Group`) whose address is __________________________________, and the University of Cincinnati, an instrumentality of the State of Ohio created and existing under Chapter 3361 of the Ohio Revised Code (the "University"), whose address is 625 University Pavilion, P.O. Box 210625, Cincinnati, OH 45221-0625.

WHEREAS, the University manages and operates the student housing facility known as Stratford Heights on Clifton Avenue, Cincinnati, Ohio, near the University’s Uptown Campus ("Stratford") consisting of fifteen (15) residential buildings and other improvements providing housing and related facilities for students, faculty, advisors, and other qualified persons for lease by the bed;

WHEREAS, in addition to bedrooms, the residential buildings at Stratford include common areas, offices, lounges, and other facilities suitable for group activities ("the Limited Common Areas);

WHEREAS, the University wishes to foster the growth of student and other academic organizations whose members are students at the University including Greek organizations and other affinity groups registered with and/or sponsored by the University and its academic departments (collectively "Student Groups") in order to further its educational, social, and scientific mission;

WHEREAS, the University desires to make Limited Common Areas in Stratford residential buildings available for use by Student Groups as an inducement for members of the Student Groups to lease beds in Stratford;

WHEREAS, the University believes that common housing for the members of the Student Groups will foster the growth of such groups and facilitate the achievement of its mission; and

THEREFORE, in consideration of the mutual promises contained herein the parties do hereby agree as follows:

1. **Grant of Right of Use.** The University hereby grants to the Student Group its members, advisors, counselors, guests and invitees rights to use and temporarily occupy certain areas of the building described in the attached Exhibit A ("the Premises"), attached hereto and incorporated herein by reference, for the conduct of meetings, programs, lectures, and other activities related to the mission and purpose of the Student Group, subject to terms and conditions described herein. The Student Group’s rights with respect to that portion of the Premises described in Exhibit A as “Limited Common Areas” shall be exclusive, while its rights to that portion of the Premises described in Exhibit A...
as the “Common Areas” shall be non-exclusive. Notwithstanding the foregoing, the Student Group consents and agrees that its exclusive rights with respect to the Limited Common Areas shall become non-exclusive in the event the Minimum Bed Lease Requirement is not satisfied within the Exclusivity Period as described in paragraph 4 below.

The University further grants to the Student Group the right to designate by appropriate interior and or exterior signage approved in advance by the University identifying the Student Group's affiliation with the Premises so long as the Student Group maintains exclusive rights in the Premises.

2. **Improvements and FF&E.** The Student Group accepts the Premises “as is,” unless any alterations, build-out, redecorating and/or identifying signage (collectively, “Optional Improvements”) are specifically approved by the University and described in the attached Exhibit B, attached hereto and incorporated herein by reference. Any Optional Improvements described in the attached Exhibit B shall be made at the sole cost and expense of the Student Group unless otherwise stipulated in Exhibit B.

The Student Group further accepts the Premises with the standard furniture, fixtures, and equipment (“FF&E”) supplied by the University at no additional cost to the Student Group, an inventory for which is included in the attached Exhibit C, attached hereto and incorporated herein by reference. Any FF&E above standard (“Additional FF&E”) that the Student Group may desire that the University supply shall be subject to the approval of the University, identified as such in the attached Exhibit C, and shall be at the sole cost and expense of the Student Group unless otherwise stipulated in writing by the parties.

Any sums owing to the University by the Student Group for the cost of Optional Improvements or Additional FF&E shall be paid by the Student Group in a lump sum within thirty (30) days of its receipt of an invoice submitted by the University following completion of the Optional Improvements and/or provision of the Additional FF&E, or as stipulated in Exhibits B and/or C.

All Optional Improvements and Additional FF&E shall become the property of the University, and the Student Group shall have no right, title, or interest therein other than the right to use and occupy granted by this Agreement unless otherwise stipulated in the attached Exhibits B and/or C.

The Student Group shall not make any interior or exterior alterations or improvements to the Premises including but not limited to painting and patching of walls, replacement of carpet or tile, or additions of lawn or other decorations, including holiday decorations and identifying signage without the prior written consent of the University.
3. **Term.** The term of the Student Group’s right to use and occupy provided by this Agreement shall be twelve (12) months, commencing on September 1, 20___ (“the Commencement Date”) and ending on August 31, 20___, unless terminated sooner as provided herein or extended by mutual agreement of the parties.

4. **Minimum Bed Lease Requirement.** For the period beginning upon the effective date of this Agreement through the day which is ___ days prior to the Commencement Date (“the Exclusivity Period”), the Student Group’s members shall have the exclusive right to lease beds in the Premises. Should members of the University Group fail to lease a minimum of 90% of the beds (“the Minimum Bed Requirement”) prior to the expiration of the Exclusivity Period then the Student Group’s exclusive rights granted herein shall become non-exclusive, and the University may then lease all remaining available beds in the Premises to any otherwise qualified person. Notwithstanding the foregoing, should members of the Student Group lease more than 75% of the beds but fewer than the Minimum Bed Requirement prior to the expiration of the Exclusivity Period, the Student Group may satisfy the Minimum Bed Requirement and retain its exclusive rights by executing a written Addendum to this Agreement memorializing its agreement to pay to the University an amount to reasonably compensate the University for the economic impact of the shortfall in bed lease revenues calculated and determined in the discretion of the University (the “Exclusivity Fee.”)

5. **Use of Premises.** The Premises may be used and occupied by the Student Group only in a manner consistent with its activities indicated in its registration with the University and for no other purposes, commercial or non-commercial. The Premises may not be used for any illegal purposes or in violation of the University’s rules and regulations established with respect to Stratford including without limitation the Common Area Rules in effect at the signing of this Agreement or hereafter adopted (“Rules and Regulations”) and the Student Code of Conduct, all of which are incorporated herein by reference. The Student Group shall not commit or permit any act that will result in damage or injury to any person or property on the Premises, or to commit or allow any nuisance or other act or thing which may unreasonably disturb or interfere with the rights of tenants at Stratford under individual bed leases. The Student Group shall not sublet the Premises, give accommodation to boarders or lodgers, or assign any of its rights under this Agreement without the written consent of the University.

6. **Condition of Premises Upon Expiration or Termination.** The Student Group shall deliver the Premises to Owner at the expiration of the term of this Agreement, or upon termination, in as good order and repair as when received, normal wear and tear excepted. The Student Group shall reimburse the University for the reasonable cost of repairs or replacement for any damage
or loss to the Common Areas, Limited Common Areas, FF&E, and/or the Additional FF&E beyond those attributable to normal wear and tear for which the Student Group or any of its members, advisors, counselors, guests and/or invitees are responsible.

7. **Destruction of Premises.** If the Premises is partially or totally destroyed by fire or other casualty rendering it unusable by the Student Group, the University shall either notify the Student Group within ten (10) days that it is electing not to restore the Premises in which case this Agreement shall terminate effective upon receipt of such notice, or proceed to repair the Premises as speedily as reasonable practicable at the University’s expense in which case this Agreement shall remain in effect.

8. **Right of Access.** The University or its agents shall have the right to enter the Premises at any time to examine the same, make repairs, conduct health and safety inspections, construct additions or alterations as may be deemed necessary for the safety or preservation of the Premises or to insure compliance with University policies, and to gain access to the residential areas of the Building.

9. **House Oversight & Coordination.**

   (a) **Resident Coordinator.** The University shall identify a Resident Coordinator who shall reside in the Premises and serve as the University’s on site representative ("the Resident Coordinator.") The Resident Coordinator and/or designee ("Resident Advisor") shall be the point of contact between the Student Group and the University for the purpose of communication on matters such as safety and security, cleanliness, maintenance, rules violations and the like. Periodic meetings will be held between the Resident Coordinator and/or Resident Advisor and the Student Group to address the concerns of all parties and to take actions that will result in a healthy, happy and successful communal living experience for all parties. The identified Resident Advisor shall be provided a bed lease in the Premises by the University during the term of this Agreement at no charge to the Student Group.

   (b) **Group Advisor.** The Student Group shall at all times have an identified Group Advisor who shall be appointed by the Student Group to act as liaison between the University and the Student Group ("the Group Advisor") whose name and contact information shall be provided to the University. The Group Advisor shall be a point of contact between the University and the Student Group for the purpose of communication between the University and the Student Group regarding matters of safety and security, cleanliness, maintenance, rules and regulations and the like. Periodic meetings shall be held between the Group Advisor and the University to address the concerns of all parties and to take actions that will result in a healthy, happy and successful communal living experience for all parties.
10. **Rules and Regulations.** The University shall inform the Group Advisor of all applicable rules and regulations of the University, including but not limited to those contained in Exhibit D, attached hereto and incorporated herein by reference, with which the Student Group and its members are required to comply. The University reserves the right to amend such rules and regulations, and to make such other reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care, and cleanliness of the Premises, and for the preservation of good order therein.

11. **Default.** If either party shall default in the performance of or compliance with any term, covenant, or condition of this Agreement, then the non-defaulting party shall provide written notice to the other identifying the default and providing an opportunity to cure. If the defaulting party shall fail to cure the default within seven (7) days of the date of said notice, or in the event the default is of a kind or nature that may reasonably require more than seven (7) days to cure and the defaulting party shall have failed to commence a cure within such time and/or commence a cure within such time but fail diligently thereafter to pursue a cure, then the non-defaulting party may terminate this Agreement upon notice and, if it is the Student Group that is in default, the University may terminate the Student Group’s rights under this Agreement. If it is the University that is in default, the Student Group may pursue any such remedies as are available at law or in equity.

12. **Student Group Obligations.** The Student Group shall observe faithfully the following covenants and conditions relating to its use occupancy of the Premises, recognizing that a violation of the following will constitute a default under Paragraph 11 above:

   (a) The Student Group and its members shall not permit or allow any FF&E or Additional FF&E to be removed from the Premises or to be used as outdoor furniture unless provided by the University for that purpose. Only appropriate outdoor furniture, approved by the University, may be used on the front porch and patio of the Premises.

   (b) The Student Group and its members shall not construct any material objects or make additions or deletions to the building interior, exterior, and landscaping without the prior written consent of the University.

   (c) The Student Group and its members shall not stage special programs or events on the exterior grounds of the Premises without the written consent of the University.
(d) The Student Group and its members shall not litter or vandalize the Premises, exterior grounds or any other structures or facilities in Stratford, including but not limited to, use of toilet paper, spray paint, shaving cream, or food debris.

(e) The Student Group and its members shall keep the Premises locked and secured at all times. No additional locks except those provided by the University shall be placed on any door or fixture of the Premises.

(f) The Student Group shall notify University of the identities of its members and of such other persons such as alumni/chapter advisors, etc., who have been granted access to the facility and of any time limitations relating to such grant.

(g) The Student Group shall not permit or encourage any of its members, advisers, counselors, guests, and/or invitees to climb on the roof or the exterior portions of any structure at Stratford, other than porches, steps, and entranceways intended for that purpose.

(h) The Student Group and its members shall not permit or allow the presence of any domesticated or undomesticated animals on the Premises, unless such animals are service animals approved by the University as a component of an individual's reasonable accommodation.

(i) The Student Group shall reasonably cooperate with the University's efforts to evict a member of the Student Group from the Premises who violates his or her bed lease with the University, to the extent the University's actions are lawful and consistent with the provisions of the Ohio Landlord Tenant Act.

(k) The Student Group shall provide to the University a list of the names of members, counselors, advisors, and other persons who have been granted access to the Premises by the Student Group, and the limits if any, of said grant.

(l) The Student Group shall not authorize or otherwise permit the installation or maintenance of visible decorations on the Premises that are inconsistent with the Rules and Regulations without the written approval of the University.

(m) The Student Group and its members shall not authorize or permit the violation of fire safety regulations on the Premises at any time. All hallways, doorways, and windows must be kept clear at all times. Bicycles may not be stored inside the Building.
(n) The Student Group shall not authorize or permit any person to possess, use, sell, or store any dangerous weapon (operational or decorative), firearm, explosive, or any other potentially harmful device, chemical, or substance while in the Premises or on any property at Stratford.

(o) The Student Group shall timely pay to the University the Exclusivity Fee (if any) when and as it comes due.

13. **Insurance**

(a) **The University.**

1. The University shall carry at its own expense fire and theft insurance covering damage or loss to the building and contents belonging to University, but the Student Group consents and agrees that such insurance does not extend coverage to damage or loss to any contents or property owned by the Student Group, its members, or guests.

2. The University assumes full responsibility for all damages and injury that may result to any person or property by reason of the erection, construction, improvement, and maintenance of the Premises performed by the University, its agents, employees, and managers acting within the scope of their employment or agency.

3. The Student Group consents and agrees that the University shall not be liable or responsible for any loss or damage to person or property, including loss or damage to the personal property of the Student Group, or of the members, advisors, counselors, invitees, and/or guests of the Student Group stored or maintained on the Premises, except when arising from the willful or negligent act of the University, its agents, employees, and managers acting within the scope of their employment or agency.

(b) **The Student Group.**

1. The Student Group shall carry at its own expense adequate fire and theft insurance covering the contents of the Premises belonging to the Student Group, its members or guests, as well as any Optional Improvements and/or Additional, if any, that are owned by the Student Group.

2. The Student Group shall carry at its own expense comprehensive general liability (broad form) insurance covering all risks of, and liability for, damage or injury to a person or property, and all other claims or demands of every kind, arising from the Student Group’s use and occupancy of
the Premises and shall name the University as an additional insured under such policies. The limits of liability insurance must be at least One Million Dollars ($1,000,000) each occurrence/$2,000,000 annual aggregate for bodily injury and property damage. The limits may include umbrella or excess liability insurance. The Student Group shall provide evidence of its insurance at the University’s request.

14. **Custodial and Pest Control Services.** The University shall provide reasonable custodial and cleaning services for the Premises, including periodic cleaning of the Limited Common Areas, weekly cleaning of common area bath and kitchen facilities, periodic sweeping, vacuuming, washing of walls, floors, and windows. However, the Student Group and its members shall maintain the Premises on a day-to-day basis in a relatively clean condition disposing of trash and garbage as necessary, and cleaning of spills and messes as they occur. If the University determines that an acceptable level of cleanliness is not being maintained by the Student Group and/or its members resulting in the need for extraordinary custodial services, the Student Group will be charged an appropriate cleaning fee to offset the costs of such extraordinary services at the sole discretion of the University.

The University shall also provide reasonable pest control services for the Premises as are normally provided in campus residence halls, including routine inspections and spraying. If the University determines that an acceptable level of cleanliness is not being maintained by the Student Group and/or its members resulting in the need for extraordinary pest control services, the Student Group will be charged an appropriate cleaning fee to offset the costs of such extraordinary services at the sole discretion of the University.

15. **Maintenance and Repairs.** The University shall be responsible for the routine maintenance and for necessary repairs and replacements to the interior and exterior of the Premises and Building. Routine maintenance shall be provided according to the University’s established preventative maintenance program and work-order procedures. The Student Group’s Resident Advisor, described above, shall (a) work in conjunction with the University or its designated representative to coordinate maintenance and repair activities, (b) assist in the opening and closing of the Premises, and (c) promptly notify the University of any damages or necessary repairs or maintenance to the Premises.

The Student Group shall pay the reasonable cost of any repairs to the Premises that are required as a result of damage, beyond normal wear and tear, caused by the Student Group or its members within thirty (30) days of its receipt of a detailed itemized invoice for such costs.

15. **Rules and Regulations.** The University shall through the Resident Advisor inform the Student Group regarding the applicable Rules and
Regulations of the University, which are set forth in Exhibit D attached hereto. The University reserves the right in the exercise of reasonable discretion to amend the rules and regulations as necessary for the safety, care, and cleanliness of the Premises, and for the preservation of good order therein and promptly to communicate such amendments to the Group Advisor.

17. **Utilities.** The University shall provide at its own cost and expense during the term of this Agreement heat and air conditioning, electricity, water, sewer, trash removal, housekeeping services, internet access and local phone service for the Premises at no additional charge to the Student Group.

18. **Notices.** Any notices required or permitted by this Agreement shall be sent by U.S. Certified Mail, return receipt requested addressed as follows:

If to the University notice shall be addressed to:

Associate Vice President, Campus Services  
University of Cincinnati Mail Location 0046  
51 Goodman Drive Cincinnati, OH 45221-0046

With a copy to:

Office of General Counsel  
University of Cincinnati  
650 University Pavilion  
P.O. Box 210623  
Cincinnati, OH 45221-0623

And, if to the Student Group notice shall be sent to:

_________________________________  
_________________________________  
_________________________________  

With a copy to:

_________________________________  
_________________________________  
_________________________________

19. **Binding Effect.** This Agreement shall be binding upon the parties hereto, and their officers, agents, representatives, and employees. This
Agreement may only be amended by a writing signed by the parties. This Agreement contains the entire agreement of the parties with respect to the University Group’s right to use and temporarily occupy the Premises, and all prior discussions, understandings, promises, and the like have been merged herein and have no further independent force or affect.

20. **Exhibits.** The following exhibits are attached hereto and incorporated herein.

A. Description of Premises, Limited Common Areas & Common Areas  
B. Improvements  
C. FF&E  
D. Rules and Regulations

**IN WITNESS WHEREOF,** the parties have executed duplicate original counterparts of this Lease the day and year first above written.

____________________________________  
(Student Group)  
By: __________________________________  
Its: __________________________________  

UNIVERSITY OF CINCINNATI,  

By___________________________________  
Contracting Officer
EXHIBIT A

Description of Premises & Limited Common Areas
EXHIBIT B

Optional Improvements
EXHIBIT C

FF&E/Additional FF&E
EXHIBIT D

Rules and Regulations

Residents agree to abide by the Rules of the University of Cincinnati, including the University Student Code of Conduct, as well as federal, state, and local laws. The University Student Code of Conduct is available from the Office of University Judicial Affairs, Suite 745, Joseph A. Steger Student Life Center, and online at www.uc.edu/conduct.

Residents agree to abide by the regulations of HFS, Resident Education and Development, the Residence Hall Handbook, and other posted residence hall regulations.
STRATFORD HEIGHTS FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is entered into as of this ____ day of _____________, 20___, by and between ___________________________, a _________________________________ ("the Student Group") whose address is __________________________________, and the University of Cincinnati, an instrumentality of the State of Ohio created and existing under Chapter 3361 of the Ohio Revised Code (the "University"), whose address is 625 University Pavilion, P.O. Box 210625, Cincinnati, OH 45221-0625.

WHEREAS, the University manages and operates the student housing facility known as Stratford Heights on Clifton Avenue, Cincinnati, Ohio, near the University’s Uptown Campus ("Stratford") consisting of fifteen (15) residential buildings and other improvements providing housing and related facilities for students, faculty, advisors, and other qualified persons for lease by the bed;

WHEREAS, in addition to bedrooms, the residential buildings at Stratford include common areas, offices, lounges, and other facilities suitable for group activities ("the Limited Common Areas");

WHEREAS, the University wishes to foster the growth of student and other academic organizations whose members are students at the University including Greek organizations and other affinity groups registered with and/or sponsored by the University and its academic departments (collectively “Student Groups”) in order to further its educational, social, and scientific mission;

WHEREAS, the University desires to make Limited Common Areas in Stratford residential buildings available for use by Student Groups as an inducement for members of the Student Groups to lease beds in Stratford;

WHEREAS, the University believes that common housing for the members of the Student Groups will foster the growth of such groups and facilitate the achievement of its mission; and

THEREFORE, in consideration of the mutual promises contained herein the parties do hereby agree as follows:

1. **Grant of Right of Use.** The University hereby grants to the Student Group its members, advisors, counselors, guests and invitees rights to use and temporarily occupy certain areas of the building described in the attached Exhibit A ("the Premises"), attached hereto and incorporated herein by reference, for the conduct of meetings, programs, lectures, and other activities related to the mission and purpose of the Student Group, subject to terms and conditions described herein. The Student Group’s rights with respect to that portion of the Premises described in Exhibit A as “Limited Common Areas” shall be exclusive, while its rights to that portion of the Premises described in Exhibit A
as the “Common Areas” shall be non-exclusive. Notwithstanding the foregoing, the Student Group consents and agrees that its exclusive rights with respect to the Limited Common Areas shall become non-exclusive in the event the Minimum Bed Lease Requirement is not satisfied within the Exclusivity Period as described in paragraph 4 below.

The University further grants to the Student Group the right to designate by appropriate interior and or exterior signage approved in advance by the University identifying the Student Group's affiliation with the Premises so long as the Student Group maintains exclusive rights in the Premises.

2. **Improvements and FF&E.** The Student Group accepts the Premises “as is,” unless any alterations, build-out, redecorating and/or identifying signage (collectively, “Optional Improvements”) are specifically approved by the University and described in the attached Exhibit B, attached hereto and incorporated herein by reference. Any Optional Improvements described in the attached Exhibit B shall be made at the sole cost and expense of the Student Group unless otherwise stipulated in Exhibit B.

The Student Group further accepts the Premises with the standard furniture, fixtures, and equipment (“FF&E”) supplied by the University at no additional cost to the Student Group, an inventory for which is included in the attached Exhibit C, attached hereto and incorporated herein by reference. Any FF&E above standard (“Additional FF&E”) that the Student Group may desire that the University supply shall be subject to the approval of the University, identified as such in the attached Exhibit C, and shall be at the sole cost and expense of the Student Group unless otherwise stipulated in writing by the parties.

Any sums owing to the University by the Student Group for the cost of Optional Improvements or Additional FF&E shall be paid by the Student Group in a lump sum within thirty (30) days of its receipt of an invoice submitted by the University following completion of the Optional Improvements and/or provision of the Additional FF&E, or as stipulated in Exhibits B and/or C.

All Optional Improvements and Additional FF&E shall become the property of the University, and the Student Group shall have no right, title, or interest therein other than the right to use and occupy granted by this Agreement unless otherwise stipulated in the attached Exhibits B and/or C.

The Student Group shall not make any interior or exterior alterations or improvements to the Premises including but not limited to painting and patching of walls, replacement of carpet or tile, or additions of lawn or other decorations, including holiday decorations and identifying signage without the prior written consent of the University.
3. **Term.** The term of the Student Group’s right to use and occupy provided by this Agreement shall be twelve (12) months, commencing on September 1, 20___ (“the Commencement Date”) and ending on August 31, 20___, unless terminated sooner as provided herein or extended by mutual agreement of the parties.

4. **Minimum Bed Lease Requirement.** For the period beginning upon the effective date of this Agreement through the day which is ____ days prior to the Commencement Date (“the Exclusivity Period”), the Student Group’s members shall have the exclusive right to lease beds in the Premises. Should members of the University Group fail to lease a minimum of 90% of the beds (“the Minimum Bed Requirement”) prior to the expiration of the Exclusivity Period then the Student Group’s exclusive rights granted herein shall become non-exclusive, and the University may then lease all remaining available beds in the Premises to any otherwise qualified person. Notwithstanding the foregoing, should members of the Student Group lease more than 75% of the beds but fewer than the Minimum Bed Requirement prior to the expiration of the Exclusivity Period, the Student Group may satisfy the Minimum Bed Requirement and retain its exclusive rights by executing a written Addendum to this Agreement memorializing its agreement to pay to the University an amount to reasonably compensate the University for the economic impact of the shortfall in bed lease revenues calculated and determined in the discretion of the University (the “Exclusivity Fee.”)

5. **Use of Premises.** The Premises may be used and occupied by the Student Group only in a manner consistent with its activities indicated in its registration with the University and for no other purposes, commercial or non-commercial. The Premises may not be used for any illegal purposes or in violation of the University’s rules and regulations established with respect to Stratford including without limitation the Common Area Rules in effect at the signing of this Agreement or hereafter adopted (“Rules and Regulations”) and the Student Code of Conduct, all of which are incorporated herein by reference. The Student Group shall not commit or permit any act that will result in damage or injury to any person or property on the Premises, or to commit or allow any nuisance or other act or thing which may unreasonably disturb or interfere with the rights of tenants at Stratford under individual bed leases. The Student Group shall not sublet the Premises, give accommodation to boarders or lodgers, or assign any of its rights under this Agreement without the written consent of the University.

6. **Condition of Premises Upon Expiration or Termination.** The Student Group shall deliver the Premises to Owner at the expiration of the term of this Agreement, or upon termination, in as good order and repair as when received, normal wear and tear excepted. The Student Group shall reimburse the University for the reasonable cost of repairs or replacement for any damage
or loss to the Common Areas, Limited Common Areas, FF&E, and/or the Additional FF&E beyond those attributable to normal wear and tear for which the Student Group or any of its members, advisors, counselors, guests and/or invitees are responsible.

7. **Destruction of Premises.** If the Premises is partially or totally destroyed by fire or other casualty rendering it unusable by the Student Group, the University shall either notify the Student Group within ten (10) days that it is electing not to restore the Premises in which case this Agreement shall terminate effective upon receipt of such notice, or proceed to repair the Premises as speedily as reasonable practicable at the University’s expense in which case this Agreement shall remain in effect.

8. **Right of Access.** The University or its agents shall have the right to enter the Premises at any time to examine the same, make repairs, conduct health and safety inspections, construct additions or alterations as may be deemed necessary for the safety or preservation of the Premises or to insure compliance with University policies, and to gain access to the residential areas of the Building.

9. **House Oversight & Coordination.**

   (a) **Resident Coordinator.** The University shall identify a Resident Coordinator who shall reside in the Premises and serve as the University’s on site representative (“the Resident Coordinator.”) The Resident Coordinator and/or designee (“Resident Advisor”) shall be the point of contact between the Student Group and the University for the purpose of communication on matters such as safety and security, cleanliness, maintenance, rules violations and the like. Periodic meetings will be held between the Resident Coordinator and/or Resident Advisor and the Student Group to address the concerns of all parties and to take actions that will result in a healthy, happy and successful communal living experience for all parties. The identified Resident Advisor shall be provided a bed lease in the Premises by the University during the term of this Agreement at no charge to the Student Group.

   (b) **Group Advisor.** The Student Group shall at all times have an identified Group Advisor who shall be appointed by the Student Group to act as liaison between the University and the Student Group (“the Group Advisor”) whose name and contact information shall be provided to the University. The Group Advisor shall be a point of contact between the University and the Student Group for the purpose of communication between the University and the Student Group regarding matters of safety and security, cleanliness, maintenance, rules and regulations and the like. Periodic meetings shall be held between the Group Advisor and the University to address the concerns of all parties and to take actions that will result in a healthy, happy and successful communal living experience for all parties.
10. **Rules and Regulations.** The University shall inform the Group Advisor of all applicable rules and regulations of the University, including but not limited to those contained in Exhibit D, attached hereto and incorporated herein by reference, with which the Student Group and its members are required to comply. The University reserves the right to amend such rules and regulations, and to make such other reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care, and cleanliness of the Premises, and for the preservation of good order therein.

11. **Default.** If either party shall default in the performance or compliance with any term, covenant, or condition of this Agreement, then the non-defaulting party shall provide written notice to the other identifying the default and providing an opportunity to cure. If the defaulting party shall fail to cure the default within seven (7) days of the date of said notice, or in the event the default is of a kind or nature that may reasonably require more than seven (7) days to cure and the defaulting party shall have failed to commence a cure within such time and/or commence a cure within such time but fail diligently thereafter to pursue a cure, then the non-defaulting party may terminate this Agreement upon notice and, if it is the Student Group that is in default, the University may terminate the Student Group’s rights under this Agreement. If it is the University that is in default, the Student Group may pursue any such remedies as are available at law or in equity.

12. **Student Group Obligations.** The Student Group shall observe faithfully the following covenants and conditions relating to its use occupancy of the Premises, recognizing that a violation of the following will constitute a default under Paragraph 11 above:

(a) The Student Group and its members shall not permit or allow any FF&E or Additional FF&E to be removed from the Premises or to be used as outdoor furniture unless provided by the University for that purpose. Only appropriate outdoor furniture, approved by the University, may be used on the front porch and patio of the Premises.

(b) The Student Group and its members shall not construct any material objects or make additions or deletions to the building interior, exterior, and landscaping without the prior written consent of the University.

(c) The Student Group and its members shall not stage special programs or events on the exterior grounds of the Premises without the written consent of the University.
(d) The Student Group and its members shall not litter or vandalize the Premises, exterior grounds or any other structures or facilities in Stratford, including but not limited to, use of toilet paper, spray paint, shaving cream, or food debris.

(e) The Student Group and its members shall keep the Premises locked and secured at all times. No additional locks except those provided by the University shall be placed on any door or fixture of the Premises.

(f) The Student Group shall notify University of the identities of its members and of such other persons such as alumni/chapter advisors, etc., who have been granted access to the facility and of any time limitations relating to such grant.

(g) The Student Group shall not permit or encourage any of its members, advisers, counselors, guests, and/or invitees to climb on the roof or the exterior portions of any structure at Stratford, other than porches, steps, and entranceways intended for that purpose.

(h) The Student Group and its members shall not permit or allow the presence of any domesticated or undomesticated animals on the Premises, unless such animals are service animals approved by the University as a component of an individual's reasonable accommodation.

(i) The Student Group shall reasonably cooperate with the University's efforts to evict a member of the Student Group from the Premises who violates his or her bed lease with the University, to the extent the University's actions are lawful and consistent with the provisions of the Ohio Landlord Tenant Act.

(k) The Student Group shall provide to the University a list of the names of members, counselors, advisors, and other persons who have been granted access to the Premises by the Student Group, and the limits if any, of said grant.

(l) The Student Group shall not authorize or otherwise permit the installation or maintenance of visible decorations on the Premises that are inconsistent with the Rules and Regulations without the written approval of the University.

(m) The Student Group and its members shall not authorize or permit the violation of fire safety regulations on the Premises at any time. All hallways, doorways, and windows must be kept clear at all times. Bicycles may not be stored inside the Building.
(n) The Student Group shall not authorize or permit any person to possess, use, sell, or store any dangerous weapon (operational or decorative), firearm, explosive, or any other potentially harmful device, chemical, or substance while in the Premises or on any property at Stratford.

(o) The Student Group shall timely pay to the University the Exclusivity Fee (if any) when and as it comes due.

13. **Insurance**

(a) **The University.**

1. The University shall carry at its own expense fire and theft insurance covering damage or loss to the building and contents belonging to University, but the Student Group consents and agrees that such insurance does not extend coverage to damage or loss to any contents or property owned by the Student Group, its members, or guests.

2. The University assumes full responsibility for all damages and injury that may result to any person or property by reason of the erection, construction, improvement, and maintenance of the Premises performed by the University, its agents, employees, and managers acting within the scope of their employment or agency.

3. The Student Group consents and agrees that the University shall not be liable or responsible for any loss or damage to person or property, including loss or damage to the personal property of the Student Group, or of the members, advisors, counselors, invitees, and/or guests of the Student Group stored or maintained on the Premises, except when arising from the willful or negligent act of the University, its agents, employees, and managers acting within the scope of their employment or agency.

(b) **The Student Group.**

1. The Student Group shall carry at its own expense adequate fire and theft insurance covering the contents of the Premises belonging to the Student Group, its members or guests, as well as any Optional Improvements and/or Additional, if any, that are owned by the Student Group.

2. The Student Group shall carry at its own expense comprehensive general liability (broad form) insurance covering all risks of, and liability for, damage or injury to a person or property, and all other claims or demands of every kind, arising from the Student Group’s use and occupancy of
the Premises and shall name the University as an additional insured under such policies. The limits of liability insurance must be at least One Million Dollars ($1,000,000) each occurrence/$2,000,000 annual aggregate for bodily injury and property damage. The limits may include umbrella or excess liability insurance. The Student Group shall provide evidence of its insurance at the University’s request.

14. **Custodial and Pest Control Services.** The University shall provide reasonable custodial and cleaning services for the Premises, including periodic cleaning of the Limited Common Areas, weekly cleaning of common area bath and kitchen facilities, periodic sweeping, vacuuming, washing of walls, floors, and windows. However, the Student Group and its members shall maintain the Premises on a day-to-day basis in a relatively clean condition disposing of trash and garbage as necessary, and cleaning of spills and messes as they occur. If the University determines that an acceptable level of cleanliness is not being maintained by the Student Group and/or its members resulting in the need for extraordinary custodial services, the Student Group will be charged an appropriate cleaning fee to offset the costs of such extraordinary services at the sole discretion of the University.

The University shall also provide reasonable pest control services for the Premises as are normally provided in campus residence halls, including routine inspections and spraying. If the University determines that an acceptable level of cleanliness is not being maintained by the Student Group and/or its members resulting in the need for extraordinary pest control services, the Student Group will be charged an appropriate cleaning fee to offset the costs of such extraordinary services at the sole discretion of the University.

15. **Maintenance and Repairs.** The University shall be responsible for the routine maintenance and for necessary repairs and replacements to the interior and exterior of the Premises and Building. Routine maintenance shall be provided according to the University’s established preventative maintenance program and work-order procedures. The Student Group’s Resident Advisor, described above, shall (a) work in conjunction with the University or its designated representative to coordinate maintenance and repair activities, (b) assist in the opening and closing of the Premises, and (c) promptly notify the University of any damages or necessary repairs or maintenance to the Premises.

The Student Group shall pay the reasonable cost of any repairs to the Premises that are required as a result of damage, beyond normal wear and tear, caused by the Student Group or its members within thirty (30) days of its receipt of a detailed itemized invoice for such costs.

15. **Rules and Regulations.** The University shall through the Resident Advisor inform the Student Group regarding the applicable Rules and
Regulations of the University, which are set forth in Exhibit D attached hereto. The University reserves the right in the exercise of reasonable discretion to amend the rules and regulations as necessary for the safety, care, and cleanliness of the Premises, and for the preservation of good order therein and promptly to communicate such amendments to the Group Advisor.

17. **Utilities.** The University shall provide at its own cost and expense during the term of this Agreement heat and air conditioning, electricity, water, sewer, trash removal, housekeeping services, internet access and local phone service for the Premises at no additional charge to the Student Group.

18. **Notices.** Any notices required or permitted by this Agreement shall be sent by U.S. Certified Mail, return receipt requested addressed as follows:

If to the University notice shall be addressed to:

Associate Vice President, Campus Services  
University of Cincinnati Mail Location 0046  
51 Goodman Drive Cincinnati, OH 45221-0046

With a copy to:

Office of General Counsel  
University of Cincinnati  
650 University Pavilion  
P.O. Box 210623  
Cincinnati, OH 45221-0623

And, if to the Student Group notice shall be sent to:

__________________________________
__________________________________
__________________________________
__________________________________

With a copy to:

__________________________________
__________________________________
__________________________________
__________________________________

19. **Binding Effect.** This Agreement shall be binding upon the parties hereto, and their officers, agents, representatives, and employees. This
Agreement may only be amended by a writing signed by the parties. This Agreement contains the entire agreement of the parties with respect to the University Group’s right to use and temporarily occupy the Premises, and all prior discussions, understandings, promises, and the like have been merged herein and have no further independent force or affect.

20. **Exhibits.** The following exhibits are attached hereto and incorporated herein.

   A. Description of Premises, Limited Common Areas & Common Areas
   B. Improvements
   C. FF&E
   D. Rules and Regulations

**IN WITNESS WHEREOF,** the parties have executed duplicate original counterparts of this Lease the day and year first above written.

________________________________________________________________________
(Student Group)

By: __________________________________________
Its: __________________________________________

UNIVERSITY OF CINCINNATI,

By: __________________________________________
Contracting Officer
EXHIBIT A

Description of Premises & Limited Common Areas
EXHIBIT B

Optional Improvements
EXHIBIT C

FF&E/Additional FF&E
EXHIBIT D

Rules and Regulations

Residents agree to abide by the Rules of the University of Cincinnati, including the University Student Code of Conduct, as well as federal, state, and local laws. The University Student Code of Conduct is available from the Office of University Judicial Affairs, Suite 745, Joseph A. Steger Student Life Center, and online at www.uc.edu/conduct.

Residents agree to abide by the regulations of HFS, Resident Education and Development, the Residence Hall Handbook, and other posted residence hall regulations.
SENATOR PLACE APARTMENTS - SUBSUBLEASE AGREEMENT
UNIVERSITY OF CINCINNATI

The University of Cincinnati (“UC”), a state institution of higher education organized under Section 3361 of the Ohio Revised Code (“Sublessor”) and the undersigned persons identified as Sublessees (hereinafter “Sublessee” individually or “Sublessees” collectively), enter into this Sublease agreement (“Sublease”) for Apartment # ____ in Building # ____ (“Apartment”), located at 222 Senator Place, Cincinnati, OH 45220, in the Apartment Community known as Senator Place (“Apartment Community”).

1. Sublessee Eligibility Requirements.

   A. Apartment Community is owned and operated by 222 Senator Place, LLC (“Lessor”). Only UC graduate students are eligible to Sublease apartments within the Apartment Community. At all times throughout the term of this Sublease, each Sublessee shall maintain his or her status with UC as a full-time graduate student (as defined by UC’s rules and regulations).

   B. Except as described in subsection C below, any Sublessee’s failure to retain his or her eligibility status during the term of this Sublease shall be deemed a violation of the terms and conditions of this Sublease. Sublessee shall notify Sublessor of Sublessee’s failure to maintain his or her status as a full-time graduate student within three (3) business days of this occurrence. The Sublessee who has lost his or her eligibility status and any Occupants (as defined in Section 2 below) residing in Apartment based on their relationship to that Sublessee shall vacate Apartment, unless such individuals maintain a relationship with another Sublessee residing in Apartment which allows them to maintain or obtain Occupant status.

   i. If any Sublessee described in this paragraph is a “student tenant” (as defined by O.R.C. §5321.031), Sublessor may only require such Sublessee to vacate Apartment following a hearing conducted in accordance with Sublessor’s Student Code of Conduct, as it may be amended from time to time.

   C. Sublessees whose eligibility to Sublease an apartment within Apartment Community is based on their status as full-time graduate students may continue to reside in the Apartment during the summer term, regardless of the number of summer courses they take, so long as they notify Sublessor that they have enrolled in a sufficient number of courses to meet full-time student status the following fall term. Such notice shall be submitted to Sublessor prior to the end of the spring term.

   D. Each individual residing in the Apartment meeting the eligibility requirements defined above shall be required to sign this Sublease.

2. Occupants.

   A. Certain individuals (“Occupants”) who do not meet the eligibility requirements defined in Section 1, but who are either members of a Sublessee’s immediate family (defined as spouse, child, legal ward, parent or sibling) or are a Sublessee’s Domestic Partner as defined by Sublessor’s Human Resources Department, may jointly occupy the Apartment
with a Sublessee, so long as that Sublessee continues to meet the eligibility requirements defined in Section 1.

B. Each Sublessee shall provide the names and ages of all Occupants residing with Sublessee in Apartment. Sublessee shall, throughout the term of this Sublease, keep the list of Occupants current.

C. Occupants are not signatories to the Sublease, but Sublessees acknowledge and agree that any act or omission of an Occupant that violates any terms or conditions of this Sublease shall be deemed a violation of such terms or conditions of the Sublease by Sublessees.

3. Sublease Term
   A. This Sublease shall commence on the ___ day of ____, 20__ and end on the ___ day of ____, 20__, unless sooner terminated as herein provided (“Term.”) In no event shall the Term of this Sublease exceed one (1) year.
   B. In the event that Sublessor is unable for any reason to deliver possession of the Apartment to Sublessees within seven (7) days of the date specified herein, Sublessor shall provide written notice to Sublessees designating the date upon which the Apartment will be available for possession. Under such circumstances, Sublessees’ only remedies shall be (a) to cancel the Sublease, in which case any security deposit, application fee or any other payments paid by or on behalf of Sublessees to Sublessor for the specific purpose of securing the Apartment will be returned to Sublessees; or (b) to accept occupancy at the later date, in which event Sublessor shall prorate the rent to that date.
   C. If any Sublessee vacates the Apartment prior to the end of the Sublease term, Sublessor shall not be obligated to find a replacement Sublessee. Unless released from this Sublease by Sublessor, all undersigned Sublessees, including those who have vacated the Apartment during the Term, shall remain subject to all terms and conditions of this Sublease, including all rent or damages owed for the remainder of the Term.
   D. If a Sublessee vacates the Apartment during the Term, the remaining Sublessees may add a replacement Sublessee to the Sublease, provided the proposed replacement Sublessee meets the eligibility requirements defined above, has completed an application and has prior written authorization by Sublessor. Such replacement Sublessee shall be made a party to this Sublease through an addendum. The replacement Sublessee is required to pay Sublessor the portion of the security deposit originally paid by the vacating Sublessee (unless notified otherwise in writing by the original Sublessees, it will be assumed that each Sublessee paid an equal amount of the security deposit). Once the vacating Sublessee has vacated the Apartment, remaining Sublessees shall allow the Sublessor to inspect the Apartment following Sublessor’s notice to do so. Vacating Sublessee’s portion of the security deposit, minus any charge authorized under this Sublease as determined by the inspection discussed in the previous sentence, will be refunded after Sublessor has received the replacement Sublessee’s portion of the security deposit.

4. Rent
   A. The Annual Rent for the Apartment shall be _____ Thousand _______Hundred Dollars and no cents ($_________.00), to be paid in monthly installments of ___________ and no cents ($_________.00). The entire monthly installment owed to Sublessor is to be paid in one payment on or before the first of each month. All payments of rent or other amounts owed to Sublessor pursuant to this Sublease either shall be paid
online via the Housing Online Payments link located at http://www.uc.edu/uchousing/graduate_housing/bellevue_gardens.html or paid via a check payable to the UNIVERSITY OF CINCINNATI delivered to the Off-Campus Graduate & Family Housing office on the second floor of Scioto Hall or mailed to: Campus Services Accounting Department, Attn: Accountant Bellevue Gardens, 265 Tangeman University Center, Cincinnati, OH 45221-0217.

B. Each Sublessee shall be jointly and severally responsible for the full amount of all rent and assessed damages owed to Sublessor pursuant to the Sublease throughout the Term.

5. **Security Deposit**
   
   A. Sublessees shall pay a security deposit for the Apartment in the amount of ___________ dollars ($______.00). By affixing its signature to this Sublease, Sublessor acknowledges the receipt of the security deposit.  
   
   B. The full amount of the security deposit will be returned to Sublessees within (30) days after the termination of this Sublease and delivery of possession of the Apartment to Sublessor, provided that Sublessees have:
   
   i. paid all charges due to Sublessor and returned all keys;
   
   ii. cleaned all sills, floor, doors, bathroom fixtures, sinks, refrigerator, range, kitchen shelves immediately before vacating, and left the premises in good condition; and
   
   iii. incurred no damage charges or losses in inventory.

   C. In accordance with Ohio law, the security deposit may be applied to the payment of any past due rent owed to Sublessor and to any damages, including cleaning, repair and/or replacement of damaged items, that the Apartment or Sublessor may have suffered above and beyond normal wear and tear of the Apartment. An itemized list of all deductions to the security deposit made by Sublessor shall be provided to Sublessees with the balance of the security deposit.

   D. Charges to Sublessees for cleaning, repairing, and/or replacing any equipment found within vacated apartments will not be limited by the amount of the security deposit. Instead, Sublessees will be billed for all labor, material, and replacement costs in excess of the security deposit necessary to place the vacated apartment in proper condition for subsequent assignment.

   E. Each Sublessee shall provide Sublessor, in writing, an address to which the itemization and any amount due from the security deposit is to be sent.

   F. Unless notified otherwise in a writing signed by all Sublessees, Sublessor shall equally divide any amount due to Sublessees from the security deposit among all Sublessees.

6. **Maintenance of the Apartment and Equipment**
   
   A. Sublessees shall exercise reasonable care in the use of Apartment.

   B. Sublessees shall exercise reasonable care in the use of any Sublessor- or Lessor-owned equipment, furnishings or appliances (“Equipment”) provided for Sublessees’ use during the Term and will only use such Equipment for their intended purposes.

   C. Sublessees shall refrain from, and shall keep any Occupant, visitor, or agent from:

   i. removing from the Apartment, without Sublessor’s prior written authorization, any Equipment provided with Apartment;

   ii. altering or replacing the present locks or installing additional locks without Sublessor’s prior written authorization;
iii. lending any building or apartment keys to friends, family, or guests, with the exception of any Occupant residing in the Apartment with Sublessee.

iv. making any alterations to or changes in the Apartment or any Equipment found therein without Sublessor’s prior written authorization;

v. using screws, bolts or decals upon the walls, woodwork, ceiling or floors of the Apartment or otherwise defacing or marring such walls, woodwork, ceiling or floors; and

vi. making any repairs to the Apartment or its Equipment.

D. Sublessee shall comply with all of Lessor’s Rules and Regulations (“Rules and Regulations”) appended hereto as Exhibit A.

7. Repairs and Emergency Work Requests

A. Sublessor will arrange with Lessor for all necessary repairs to the Apartment, Equipment found within the Apartment or the Apartment Community, or the Apartment Community itself.

B. If routine repairs to the Apartment or to Sublessor’s Equipment found within the Apartment are required, Sublessees shall report the need for such repairs to the maintenance department by calling: 513-861-9394.

C. Fire, smoke, gas smells, broken windows, broken doors, and floods within the Apartment or the Apartment Community are considered emergencies and should be reported by calling the following numbers:
   - During normal business hours: 513-861-9394
   - During all other times: 513-861-9394 and follow automated prompts to submit an emergency maintenance report.
   - For additional information regarding maintenance requests, refer to Exhibit B hereto.

D. If repairs, renovations, painting service or other work are required because of carelessness, negligence, or fault of any Sublessee, Occupant or Sublessee’s invitees or agents, or because any Sublessee, Occupant or Sublessee’s invitees or agents violated any condition of this Sublease, Sublessees shall pay all damages and costs necessary to restore the damaged Apartment, Equipment or any other portion of the Apartment Community to its original condition. Sublessees shall further pay all costs and expenses of repairing or replacing any of Sublessor’s Equipment, damaged by reason of Sublessee’s, Occupant’s or Sublessee’s invitee’s or agent’s carelessness, negligence or violation of any terms or conditions of this Sublease.

8. Assignment and Subletting

Without first obtaining the express, prior written consent of Sublessor, no Sublessee nor his or her heirs, executors, representatives, successors, and assigns shall assign, mortgage, or encumber this Sublease or permit others to use or sublet the Apartment, except for authorized Occupants designated pursuant to Section 2 above. Sublessor shall not consent to any assignment or sublease unless proposed sub-lessee meets the eligibility requirements defined in Section 1 of this Sublease and has been approved by any other Sublessees residing in the Apartment. During the term of any sub-lease or assignment, Sublessee remains responsible for the rent and for any damage to the Apartment or any of Sublessor’s Equipment found within Apartment.
9. Services and Amenities
A. In consideration of the Rent, the apartment shall include the following services and amenities: building common areas and parking, water, electricity, gas, sewer, trash, and common area housekeeping and maintenance.
B. For additional information about the building amenities, see Exhibit C hereto entitled “222 Senator Place.”

10. Termination of Sublease under Certain Conditions
A. Sublessor may, at its election, terminate this Sublease and require all Sublessees and Occupants to vacate the Apartment upon the giving of thirty (30) days notice in writing to Sublessees for any of the reasons listed below:
   i. if Sublessees default in payment of the rent prescribed herein, or
   ii. if Sublessees fail to maintain acceptable standards of cleanliness in the Apartment, and/or cause damage to the Apartment, or
   iii. if Sublessees otherwise fail to abide by the terms and conditions of this Sublease.
B. Notwithstanding the foregoing, if any Sublessee residing alone is a “student tenant” (as defined by O.R.C. §5321.031), Sublessor may only terminate this Sublease and require Sublessee to vacate the Apartment following a hearing conducted in accordance with Sublessor’s Student Code of Conduct, as it may be amended from time to time, when such termination is based on a violation of the terms of this Sublease, a violation of Sublessor’s Student Code of Conduct, or a violation of Sublessor’s other policies and procedures.
C. Sublessor may, at its sole discretion, allow a Sublessee to terminate this Sublease prior to expiration of the stated term, if:
   i. the Sublessee is a student who will be graduating from, transferring from or withdrawing from UC,
   ii. the Sublessee provides documentation of such graduation, transfer or withdrawal from Sublessee’s department,
   iii. Sublessee is the sole Sublessee in the Apartment, and
   iv. the Sublessee provides thirty (30) days written notice of his or her intent to terminate the Subleased apartment.

11. Sublessees’ Duties upon Expiration or Termination of Sublease
A. Sublessees shall yield and peaceably deliver possession of the premises to Sublessor upon the expiration or termination of this Sublease.
B. Upon expiration or termination of this Sublease, Sublessees shall deliver to Sublessor the Apartment, all of Sublessor’s Equipment provided within and around the Apartment during the Sublease, and all keys obtained by Sublessees or Occupants to the Apartment or any other building within the Apartment Community.
C. When delivered to Sublessor, the Apartment shall be clean and in good order and condition, reasonable wear and tear expected.

12. Sublessor’s Remedies
None of the provisions contained in this Sublease shall limit Sublessor’s ability to take any and all legal and equitable remedies available to Sublessor under Ohio law for non-payment or late
payment of rent, or any other default or violation of this Sublease. Without limiting the foregoing, Sublessor may, without terminating this Sublease and relieving Sublessees of obligations hereunder, dispossess Sublessees or any one of them for violation of the terms hereof.

13. Student Code of Conduct
Sublessor Student Code of Conduct is incorporated herein by reference and is available from Sublessor Office of Student Affairs and Services or at the following internet address: http://www.uc.edu/conduct/Code_of_Conduct.html. By affixing his or her name to this Sublease, any Sublessee that is a UC student hereby acknowledges having read and agrees to follow Sublessor’s Student Code of Conduct.

14. Use of the Apartment and the Apartment Community
A. Sublessees shall use and occupy the Apartment and Apartment Community in a manner consistent with the rights of other tenants and in the interest of the Sublessor in maintaining the premises in good condition.
B. Sublessees shall refrain from and shall prevent Occupants and Sublessees’ invitees and agents from:
   i. allowing papers, cans, bottles, or other trash to accumulate in or around the Apartment or elsewhere within the Apartment Community.
   ii. throwing any object from the windows or doors of the Apartment or anywhere else within the Apartment Community;
   iii. shaking, cleaning, or hanging any article from the windows, balconies, ledges or roofs of any building within the Apartment Community, or placing any articles on the Apartment’s window ledges;
   iv. installing or placing any outdoor equipment or construction of any type within the Apartment Community without Sublessor’s prior written authorization;
   v. keeping dogs, cats or other animals or pets of any kind in Apartment or Apartment Community without Sublessor’s prior written authorization.
   vi. making any disturbing noises in the building, or operating or using any mechanical or electrical equipment at such time or such volume or in such manner as to constitute a disturbance to others;
   vii. using or storing explosives or highly inflammable materials of any sort, except kerosene, turpentine, wood alcohol, paint, paint thinner and rags in the Apartment or elsewhere within the Apartment Community area. Such permitted materials (kerosene, turpentine, wood alcohol, paint, paint thinner and rags) may be stored only in quantities no greater than required for immediate household use;
   viii. exploding fireworks anywhere within the Apartment Community;
   ix. possessing or discharging firearms of any type anywhere within the Apartment Community;
   x. obstructing the halls, corridors, stairs, landings, sidewalks, or the garage area within the Apartment Community with any article of property, or using such areas for any purpose other than that of ingress to and egress from the Apartment. Sublessor reserves the right to remove and dispose of any such obstruction without incurring any liability for doing so;
   xi. removing or abusing Equipment anywhere within the Apartment Community;
xii. using cooking grills on the balconies of or within 25 feet of any building within the Apartment Community;

xiii. smoking in or around any apartments or buildings within the Apartment Community or within 25 feet of entrances, exits, and operable windows of such apartments or buildings.

15. Use and Storage of Certain Equipment, Furnishings, or Appliances
With the exception of any Equipment provided by Sublessor or Lessor for Sublessees’ use within the Apartment or elsewhere within the Apartment Community, Sublessees are prohibited from and shall prevent Occupants or any Sublessee’s invitees or agents from storing, installing or using any of the following items in the Apartment or anywhere within the Apartment Community:

A. additional clothes washers and dryers;
B. additional dishwashers;
C. additional refrigerators and freezers;
D. grand or baby grand pianos, unless Sublessor’s prior written authorization is obtained;
E. outdoor radio antennas and satellite dishes, unless Sublessor’s prior written authorization is obtained and the conditions for installation and use are satisfied;
F. outdoor clothes lines or other outdoor drying equipment;
G. additional outdoor play equipment (including slides, swings, sandboxes, etc);
H. additional heating equipment, unless Sublessor’s prior written authorization is obtained and all safety conditions identified in the instructions to the heating equipment have been satisfied;
I. additional electrical wiring or electrical fixtures;
J. additional air-conditioners and large window fans unless Sublessor’s prior written authorization is obtained and the conditions for installations and use are satisfied;
K. water beds; and
L. halogen lamps.

16. Apartment to be used as Private Residence
Sublessees shall use Apartment solely as a private residence. Sublessees shall refrain from and shall prevent Occupants or Sublessees’ invitees or agents from:

A. carrying on any commercial business from the Apartment or anywhere within the Apartment Community;
B. ascribing or affixing any sign, advertisement or notice on any part of the inside of the building or Apartment Community except on authorized bulletin boards;
C. making or permitting any unlawful, improper, noisy, or offensive use of the Apartment Community.

17. Other Regulations
A. Sublessees have been provided and shall comply with such conditions and regulations now in effect for the safety and welfare of its tenants and the protection of its property. From time to time during the term of this Sublease, Sublessor may implement additional conditions and regulations designed to protect the safety and welfare of its tenants and the protection of its property. Sublessees will be provided notice of any such conditions and regulations as they are implemented and Sublessees shall comply with these conditions and regulations upon their implementation.
B. Sublessees shall comply with the applicable Federal and State laws and regulations.
C. Sublessees shall not use, possess, or sell illegal drugs anywhere within the Apartment Community and they shall prevent any Occupant or Sublessee’s invitees or agents from using, possessing, or selling illegal drugs anywhere within the Apartment Community.

18. **Extent of Obligations**
The obligations and agreements of Sublessees, so far as applicable, shall extend to all Occupants, and a violation of any of such obligations and agreements by such Occupants shall be deemed a violation by Sublessees. Further, Sublessees shall be responsible for the conduct of their invitees and agents while in the Apartment Community and any violation of any applicable covenant by such individuals shall be deemed a violation by Sublessees.

19. **Additional Charges; Adjustment in Rent**
   A. If Sublessee’s rent payment is late, Sublessee shall be charged a late rental payment fee of thirty dollars ($30.00).
   B. There shall be a $30.00 charge for every occurrence of a check being returned unpaid. Sublessee shall also be responsible for any applicable charge for late rental payments.
   C. In the event of termination of this Sublease prior to the expiration of the stated term, a full day’s rent will be charged for that day on which Sublessee vacates the apartment.
   D. If any Sublessee desires to change apartments during the term of the Sublease he/she shall submit a written request to the Apartment Manager. If permission to change apartment is granted by the Apartment Manager, Sublessee shall be assessed and pay an apartment change fee of one hundred dollars ($100.00).
   E. Sublessees shall be responsible for the security of all keys issued to them. In the event that Sublessees cannot account for all keys issued, Sublessees shall be assessed and pay a replacement key charge of sixty dollars ($60.00) per missing key.
   F. A charge for forty dollars ($40.00) per day shall be assessed and paid for each day or part thereof which Sublessees continue to occupy the apartment after the expiration or termination of this Sublease. During any such occupancy all terms and conditions of the Sublease shall apply, except that this type of continued tenancy shall be presumed to be a day to day tenancy.
   G. No adjustment of rent or other compensation shall be claimed by Sublessees and Sublessor shall not be liable to Sublessees for inconvenience or discomfort arising from the making of repairs or improvements to the apartment or to any building in the Apartment Community or to any appliance in the Apartment provided such repairs are accomplished when reasonably possible.
   H. All additional charges provided for herein shall be deemed to constitute additional rent and shall be paid when and as the next succeeding installment of rent comes due.

20. **Damage to or Destruction of Premises**
If, in the opinion of Sublessor, the Apartment, or any part thereof, is rendered unusable because the Apartment, any part thereof, or the building in which the Apartment is located is: (a) destroyed or damaged by fire or other casualty or (b) taken by eminent domain, then this Sublease may terminate if Sublessor so elects upon 30 days written notice to Sublessees. If this Sublease is not so terminated, a proportionate reduction in rent, determined by Sublessor, will be allowed until the Apartment and all parts thereof are returned to usable conditions by Sublessor;
provided, however, that such reduction will be allowed only if the damage occurred through no fault of Sublessees.

21. Non-Liability of Sublessor
To the extent allowed by Ohio Law, Sublessor shall not be liable to Sublessees, Occupants, or Sublessees’ invitees or agents for damages or losses to person or property caused by other persons, including, but not limited to, damages or losses due to theft, burglary, assault, vandalism, or other acts or crimes. Unless due to Sublessor’s failure to comply with an obligation imposed on Sublessor by Ohio law, Sublessor shall not be liable to Sublessees, Occupants, or Sublessees’ invitees or agents, for damages or losses to person or property caused by sewer backup, interruption of utilities, or any other occurrence.

22. License of Garage Space and Additional Street Parking
A. While this Sublease remains in effect, a total of one (1) parking garage space permit will be provided to the Sublessee by the Lessor for parking lots located on the front and sides of the buildings. In the event Sublessees possess more than one vehicle, Sublessees shall determine which of their vehicles will park in the assigned parking space. This parking space and parking pass shall be provided at no extra charge.
B. All vehicles shall be parked within designated spaces. To the extent allowed by Ohio law, Sublessor shall not be responsible for any damage to vehicles or to contents of vehicles that are not parked within designated spaces.
C. At all times during the term of this Sublease, Sublessees shall maintain with Sublessor an up-to-date list of all vehicles operated by Sublessees and Occupants that will be parked within Apartment Community. This list shall include each vehicle’s make, model, color, and license plate number and shall identify which, if any, will be the vehicle parked in the Apartment’s assigned space within the parking garage.
D. Any inoperable vehicle, any vehicle not having current license plates, any vehicle left in the garage with a flat tire for more than fourteen (14) days, and any vehicle owned or operated by Sublessees or Occupants left within the Apartment Community or in the assigned space within the parking garage after the termination of this Sublease may be towed from the premises at Sublessee’s risk and expense or, if not the Sublessee’s vehicle, at the risk and expense of the owner of said vehicle. Sublessor shall not be responsible for any damage resulting from such removal.
E. To the extent allowed under Ohio law, Sublessor assumes no liability for losses caused by theft, fire, vandalism, or negligence of Sublessee, Occupants, or Sublessee’s invitees or agents or any third party, including other Sublessees of the Apartment Community. All personal property left in a vehicle parked within the Apartment Community is left therein at the risk of Sublessee and, to the extent allowed under Ohio law, Sublessor assumes no liability for the loss of such property.
F. No repairing of vehicles is permitted in the Apartment Community. The washing of vehicles is not permitted except as otherwise authorized in writing by Owner.

23. Personal property left on the premises
A. To the extent allowed by Ohio law, all personal property belonging to Sublessee, Occupants, or to any Sublessee’s invitees or agents, located in or about the Apartment,
the Apartment Community shall be there at the sole risk of Sublessee, and Sublessor shall not be liable for the theft or misappropriation thereof.

B. Sublessor shall not be responsible for items left by Sublessee or Occupants in or around the Apartment or the Apartment Community over breaks, vacations or summer recess.

C. Sublessor strongly encourages Sublessees to obtain appropriate renter’s insurance coverage. Sublessor’s fire insurance covers University-owned property only.

24. Acts by Sublessor’s employees beyond the scope of their official duties
If any Sublessee requests and subsequently receives from one or more of Sublessor’s employees, assistance with any of the following tasks: moving, parking or in any other manner handling the Sublessee’s vehicle; receiving a copy of the Sublessee’s keys for any reason whatsoever; moving Sublessee’s property; or any other similar tasks. Sublessees acknowledge that such tasks are beyond the scope of the employee’s official job duties for Sublessor, and Sublessor’s employee shall not be acting as an agent of Sublessor when providing such assistance. Instead, when providing such assistance, Sublessor’s employee shall be acting as an agent of Sublessee and Sublessee accepts any and all responsibility for any and all acts, negligence, omissions and/or damages which might result from Sublessor’s employee’s assistance with said tasks. Sublessor shall not be liable to Sublessee or to any other person for the acts, negligence, or omission of its employees in connection the rendering of the requested assistance.

25. Liability for injuries to Sublessee
To the extent permitted by Ohio law, Sublessor shall not be held responsible for injuries sustained by Sublessees, Occupants, or any Sublessee’s invitees or agents within Sublessee’s Apartment or the Apartment Community, unless such injuries are directly caused by Sublessor’s negligence, carelessness, or a violation of Sublessor’s responsibilities under this Sublease or the laws of the State of Ohio.

26. Right of entry during term of Sublease
A. In case of emergency, Sublessor, Sublessor’s agents, Lessor or Lessor’s agents may enter the Apartment during the Term, without prior notice of entry to Sublessee.

B. At all other times during the Term, unless it is impracticable to do so, Sublessor or Lessor will provide to Sublessee reasonable notice (reasonable notice being defined as at least 24 hours) that Sublessor or Sublessor’s agents intend to enter the Apartment, for any of the following reasons:
   i. to periodically inspect the condition of the apartment;
   ii. to make ordinary, necessary or agreed repairs, decorations, alterations or improvements; or
   iii. to exhibit dwelling to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

C. Unless Sublessee indicates otherwise, Sublessee’s submission of a work order for repairs to Apartment or to the Equipment found within the Apartment shall be deemed consent for Sublessor or Sublessor’s agents or Lessor or Lessor’s agents to enter the Apartment to perform the requested repairs.

D. Sublessor or Lessor shall enter Apartment at reasonable times.
27. **Abandoned Property**
Sublessor reserves the right, without further notice to Sublessee, to sell or otherwise dispose of any of Sublessee’s or Occupants’ personal property remaining in the Apartment or elsewhere within the Apartment Community after the expiration or termination of the Sublease.

28. **Soliciting**
Solicitors or salespersons are not to be given access to the Apartment Community.

29. **Non-Waiver**
Sublessor’s waiver of Sublessee’s failure to comply with any terms, conditions, or covenants of this Sublease shall not be considered to be a waiver of such term, condition or covenant, or of any other term, condition or covenant, or of any subsequent failure to comply with any term, condition or covenant.

30. **Severability**
If any provision, or portion of any provision, of this Sublease is held to be invalid or the application thereof is held to be invalid as to any person, the remaining provisions of the Sublease, or the remaining valid terms and conditions within a provision containing invalid terms and conditions, and the application of the Sublease to other any other persons shall not be affected by such holdings.

31. **Notices**
Notice to Sublessor shall be in writing and served by delivery in person or by United States regular mail, postage prepaid, to:

Manager Graduate Off-Campus Housing, 2634 Stratford Avenue, Building 16 (PO Box 210045), Cincinnati, Ohio 45221-0045.

Written notice to Sublessee(s) shall be deemed to be properly given if mailed by certified mail to the Apartment or to such other address as Sublessee(s) may have designated in writing.
IN WITNESS WHEREOF the Parties hereto have set their hands and seals to duplicate copies of this Sublease as of this __________ day of ________, 20___.

Sublessee 1:

___________________________________________
___________________________________________ (Address)
___________________________________________ (Address)

Sublessee 2:

___________________________________________
___________________________________________ (Address)
___________________________________________ (Address)

Sublessee 3:

___________________________________________
___________________________________________ (Address)
___________________________________________ (Address)

Sublessee 4:

___________________________________________
___________________________________________ (Address)
___________________________________________ (Address)
FOR Sublessor:

AVP, University of Cincinnati Housing, Food & Retail Services
(or Designee with Delegated Authority)
University of Cincinnati
Off-Campus Graduate & Family Housing
2634 Stratford Avenue
Building 16
(PO Box 210045)
Cincinnati, Ohio 45221-0045
AGREEMENT

THIS AGREEMENT, made and entered into this day/month/year is between University of Cincinnati, on behalf of its Campus Services, 123 University Avenue, Cincinnati, Ohio 45221 and name of business, located at address, city, state, zip hereafter referred to as “Merchant.”

RECITALS:

WHEREAS, commencing September 1, 2000, University of Cincinnati, Campus Services offered to its faculty, staff and students a discretionary spending program, which is accessible through an automated debit card privilege access control system (the "Bearcat Campus Card Program”);

WHEREAS, under the Bearcat Campus Card Program, faculty, staff and students are able to purchase goods and services at various locations;

WHEREAS, Merchant desires to provide such goods and services to the University's faculty, staff and students through the Bearcat Campus Card Program;

NOW, THEREFORE, in consideration of the foregoing, the parties mutually agree as follows:

1. TERM.

This Agreement shall commence on the date it is executed by both parties, as indicated in the signature block hereto, (the “effective date”) and shall continue in force unless terminated by either party upon thirty (30) days written notice given to the other.

Upon the termination of the Agreement, University of Cincinnati shall pay any outstanding balance to Merchant within 30 days. Paragraphs 2.C. and 5 shall survive termination of this agreement.

2. RESPONSIBILITIES OF MERCHANT.

A. Equipment and Data Lines. During the Initial Term and any Renewal Term, Merchant agrees to furnish, at its costs and expense, the equipment, phone lines, or internet access necessary to interface with the Bearcat Campus Card system.

B. Fees and Payment Terms. During the Initial Term and any Renewal Term, Merchant agrees to pay to University of Cincinnati a service charge equal to 4% of net sales (net sales equal gross sales minus sales returns), if paid monthly, and 5% of net sales, if paid weekly.

If the Merchant utilizes a Merchant Dial-up Terminal (MDT), the Merchant agrees to pay an initial installation, set up, software and training fee of $500. This fee shall be submitted with the application for Merchant participation and is non-refundable unless the University denies the application.

If Merchant utilizes a Transaction Interface Agent (TIA), Merchant agrees to pay an initial one-time set up fee of $1000. This fee shall be submitted with the application for Merchant participation and is non-refundable unless the University denies the application. Merchant will also be responsible for paying its portion of the annual maintenance fee the Bearcat Campus Card provider charges to the University of Cincinnati. Merchant’s portion of the annual maintenance fee will be calculated as follows: the total maintenance fee charged by the Bearcat Campus Card provider for the upcoming year divided by the number of Merchants utilizing a TIA on the date that the maintenance fee due to the Bearcat Campus Card provider is calculated.
C. **Card Inspection.** Merchant will verify by visual inspection that the person in the possession of the Bearcat Campus Card is the person pictured in the photo on that card prior to accepting a Bearcat Campus Card payment (or before delivering the food, in the case of deliveries). Merchant acknowledges and agrees that University of Cincinnati shall not be liable for payment to Merchant for any Bearcat Campus card transactions consummated by Merchant on a lost or stolen Bearcat Campus debit card, it being expressly acknowledged and agreed by Merchant that Merchant shall be solely responsible for verifying the validity of any Bearcat Campus Card presented to Merchant in payment for Merchant’s goods or services. Merchant shall reimburse University of Cincinnati for any amounts University of Cincinnati may have paid to merchant for lost or stolen card purchases.

D. **Bearcat Campus Card Off Line.** If at any time, the Bearcat Campus Card equipment at Merchant's location indicates an off-line status or otherwise is operating improperly, Merchant shall notify the Bearcat Campus Card office immediately by telephone at (513) 556-2000. If Merchant continues to accept Bearcat Campus Card payments while in an "off line" mode without first notifying the Bearcat Campus Card office, then the University shall not make payment for any transaction which is later denied by the Bearcat Campus Card office due to insufficient funds or because the card was invalid. In no event shall the University of Cincinnati be liable for any losses, damages, claims, costs or expenses suffered or incurred by Merchant due to failure of the Bearcat Campus Card equipment or verification system to operate properly.

E. **Prohibited Transactions.** Merchant shall not mark-up the purchase price or place any surcharges on goods purchased by a Bearcat Campus Card. If Merchant violates this Agreement by marking-up or placing a surcharge on goods purchased by Bearcat Campus Card, University of Cincinnati may terminate this Agreement if Merchant does not cure such violation within five (5) days after written notice thereof from University of Cincinnati.

F. **Receipt to be Provided.** Merchant shall make a receipt available to a Bearcat Campus Card cardholder at the time the cardholder initiates a Bearcat Campus card transaction with Merchant, which receipt shall include the amount of the transaction, the date, the account number, and the location and identity of the Merchant.

G. **Use of Merchant name.** The Merchant hereby authorizes the University to include the name of Merchant in any materials produced by the Bearcat Campus Card office to promote the authorized locations for the Bearcat Campus Card.

3. **RESPONSIBILITIES OF THE UNIVERSITY**

A. **Fees and Payment of terms.** University of Cincinnati shall pay Merchant on a monthly basis for the Bearcat Campus Card debit card transactions attributable to Merchant’s business, less the Service Charge, fifteen (15) days after end of the month for debit card transactions attributable to Merchant’s business. Notwithstanding the foregoing, University of Cincinnati shall not be responsible or obligated to pay Merchant for any Bearcat Campus Card transactions which are prohibited hereunder, or which are processed by Merchant on a stolen or invalid Bearcat Campus Card.

B. **Initial training and system installation for Merchant.** The University shall provide consulting services regarding pre-installation requirements, but shall not be responsible for actual pre-installation set-up. The University shall set up required MDT equipment to accept the Bearcat Campus Card at Merchant’s participating location and provide training to the Merchant upon initial installation or, in the event of a TIA installation, the University agrees to work with the Merchant and/or interface agent to configure and test the interface.

C. **Ongoing Support.** When a problem occurs with the MDT or TIA, the Merchant can log a trouble call at the Campus Services Support site [http://csit.uc.edu/job_info/user_entry.asp](http://csit.uc.edu/job_info/user_entry.asp), or Version: March, 2011
call the Bearcat Card office at 513-556-2000 to report a service problem. For Off Campus Merchant Terminals (MDT’s), a technician will call or visit the Merchant. All attempts will be made to repair the unit onsite; however, if the unit is un-repairable and is still within warranty, the MDT will need to be returned to the vendor it was purchased from. If the unit needs to be sent back or replaced, the Bearcat Card office will do their best to supply a loaner unit until the customer’s unit is repaired or replaced, however, a loaner is not guaranteed, and must be returned once the problem reader is repaired or replaced.

Customers that have a System-to-System interface (TIA) can expect a return call from the Bearcat Card IT department to work with them to resolve any issues. The University of Cincinnati is responsible for the interface support on the Bearcat Card system. The Merchant is responsible for their system interface and communication to the University. The Merchant is responsible for reporting any changes to their network in advance of the change.

D. Advertising. Commencing no later than 45 days after the effective date of this Agreement, University may include Merchant’s name in specified newspaper advertisements, promotional flyers, and electronic/internet media produced by the Bearcat Campus Card Office with the specific purpose of listing the Bearcat Campus Card authorized locations. The costs of these specified advertising opportunities shall be borne by the University. The selected medium and frequency of promotion shall be at the sole discretion of the University. Promotional material that is produced one time per year may be updated at the time of publication.

Additional promotional opportunities may be made available for a fee.

4. ASSIGNMENTS.

Merchant shall not, without the prior written consent of University of Cincinnati, assign or transfer its interest under this Agreement in whole or in part. Any consent by University of Cincinnati to any assignment shall not constitute a waiver of any necessity for such consent to any subsequent assignments. Each assignee or transferee approved by University of Cincinnati shall assume the obligations of Merchant under this Agreement; provided, however, that no assignment approved by University of Cincinnati hereunder shall release Merchant from any liability or obligation under this Agreement, and Merchant shall remain liable for the payment of all commissions and for the due performance of all of the terms and conditions contained herein. No assignment consented to by University of Cincinnati shall be binding on University of Cincinnati unless such assignee or Merchant shall deliver to University of Cincinnati a copy of such assignment and an instrument which contains a covenant of assumption by the assignee.

5. INDEMNIFICATION.

Merchant shall indemnify and save and hold harmless University of Cincinnati, its Board of Trustees and its officers, agents and employees from and against any loss or liability, damage, cost and expense, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property or any other claim by the Merchant or officers, employees, agents, customers, licensees, invitees, or any other person, firm or corporation resulting from the use of and participation in the Bearcat Campus Card Program.

6. DEFAULT.

If Merchant fails to observe or perform any covenants, conditions or provisions of the Agreement to be observed or performed by Merchant, and such failure shall continue for a period of thirty (30) days after written notice thereof from University of Cincinnati to Merchant, then University of Cincinnati may elect to terminate this Agreement by providing written notice thereof to Merchant. No delay or
omission in the exercise of any right or remedy of University of Cincinnati upon any default by Merchant shall impair such right or remedy or be construed as a waiver.

7. **USE OF UNIVERSITY MARKS AND LOGOS.**

Merchant agrees that it shall not advertise any connection with University of Cincinnati, its Board of Trustees, Campus Services, nor use the University of Cincinnati's name, symbols or any other identifying marks or property nor make any representations, either express or implied, as to the University of Cincinnati's promotion or endorsement of Merchant or Merchant's business. Notwithstanding the foregoing, Merchant shall have a non-exclusive right to use the words “Bearcat Campus Card” in its advertising.

8. **NOTICE.**

Any notice, demand, request, consent, approval or communication required by this Agreement to be given in writing shall be sent by certified mail, return receipt requested, and shall be deemed to be given when received and shall be addressed to University of Cincinnati or Merchant at their respective address as follows:

If to University of Cincinnati:  
Steve Sayers  
Associate V.P., Campus Services  
University of Cincinnati  
Cincinnati, OH 45221-0217  
513-556-4200

or at such other address that University of Cincinnati may give notice of to Merchant.

If to the Merchant:

or at such other address that Merchant may give written notice of to University of Cincinnati.

9. **SUCCESSORS AND ASSIGNS.**

All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their successors and assigns.

10. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between University of Cincinnati and Merchant and supersedes and cancels any and all previous negotiations, arrangements, understandings and agreements, if any, between University of Cincinnati and Merchant in connection with the subject matter of this Agreement. This Agreement together with any Exhibits attached hereto contains all the agreements of the parties with respect to the subject matter hereof, and cannot be amended or modified except by a written agreement signed by University of Cincinnati and Merchant.

11. **COMPLIANCE WITH LAWS.**

Merchant shall comply with all federal, state, county and municipal laws, ordinances and regulations with respect to Merchant's participation in the Bearcat Campus Card Program.

Version: March, 2011
12. **RELATIONSHIP OF PARTIES.**

   Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between University of Cincinnati and Merchant and neither the provisions contained in this Agreement nor any acts of the parties shall be deemed to create any such relationship.

13. **SEVERABILITY.**

   If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such provision shall not be affected thereby.

14. **WAIVER.**

   No failure by either party to insist upon the strict performance by the other of any term or condition of this Agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this Agreement breach.

15. **GOVERNING LAW.**

   This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the University of Cincinnati and Merchant have executed this Agreement effective as of the day and year first written above.

University of Cincinnati                Merchant

By _______________________________    By _______________________________

Name _______________________________    Name _______________________________

Title _______________________________    Title _______________________________

Date _______________________________    Date _______________________________