March 18, 2015

Margaret A. Fogler
Assistant Director
Campus Services - Housing and Food Services

RE: Appointment as Assistant Contracting Officer

Dear Ms. Fogler:

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 any and all prior delegations you may have received. The scope of this delegation is limited to executing the approved Bellevue Gardens Apartments lease agreement and the approved Senator Place Apartments Sublease Agreement, copies of which is attached hereto. Any requests for amendments to or deletions of the terms, clauses and conditions found on the approved lease agreement must be submitted to the Office of the General Counsel for approval using the A910 form.

Copies of all documents 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,

[Signature]

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

KMF/grb
attachment
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 made online via the Housing Online Payments link located at http://www.uc.edu/uchousing/graduate_housing/bellevue_gardens.html or 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 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 partment.

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__.

Lessee 1:

________________________________________

______________________________ (Address)

______________________________ (Address)
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
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.

      1. 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

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Division of Administration and Finance
Campus Services – Housing and Food
Sublease – 222 Senator Place (ver. March 2015)
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 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 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 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 Sublessees’ risk and expense or, if not the Sublessees’ 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, or
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