

## THE OHIO STATE UNIVERSITY

### Greek Management Sublease Agreement Common Terms and Conditions

- Eligibility for Occupancy. Subtenant acknowledges that to be eligible to occupy the Premises, Subtenant must be enrolled full-time (at least 12 credit hours per semester for undergraduate students and at least 8 credit hours per semester, as applicable, for graduate and professional students) in a degree program at the Columbus campus of Sublandlord throughout the term of the Sublease, provided however, that if Subtenant graduates during the term of the Sublease, Subtenant may continue in occupancy of the Premises until the expiration of the Sublease term. The Subtenant, to be eligible to live at the Premises, must already be registered for above mentioned program for the first semester of this Sublease term, as applicable, at the time that Subtenant submits the lease acceptance forms, and must not be required to register as a sex offender pursuant to any federal, state or local law. Subtenant shall immediately forfeit Subtenant's right to occupy the Premises upon the occurrence, at any time during the term of this Sublease, of one or more of the following conditions: a) withdrawal or termination of Subtenant's status as a student of Sublandlord after paying fees, but before classes begin; b) non-attendance or non-enrollment at Sublandlord's Columbus campus; c) enrollment for 11 or fewer credit hours through the first Friday of classes for that semester; d) affiliation with special Sublandlord programs away from the Columbus metropolitan area for the entire semester; e) academic dismissal from Sublandlord, or f) marriage. Subtenant also acknowledges that to be eligible to occupy the Premises Subtenant must at all times during the term of this Sublease be an active member in good standing of the Sorority and must also be eligible for occupying the Premises according to the rules and regulations as determined by the Landlord and the Sorority. The termination of the Subtenant's eligibility or right to occupy the Premises pursuant to this paragraph shall not in any way relieve the Subtenant of Subtenant's continuing obligation to pay Rent for the remainder of the term of this Sublease unless a replacement subtenant can be found to assume the balance of Subtenant's obligations hereunder who is acceptable to the Sublandlord, the Landlord and the Sorority.
- Use and Occupancy. Subtenant agrees that only Subtenant shall occupy the Premises and that the Premises shall be used solely for residential purposes and in accordance with the provisions of paragraph 4 above. No person shall be released from or added to this Sublease without first obtaining the written agreement of any other subtenant set forth herein and the written consent of Sublandlord. Sublandlord reserves the right of eviction for the manufacture, sale, distribution, use or other illegal activities in connection with a controlled substance. A criminal conviction shall not be necessary before Sublandlord can institute an eviction action.
- Personal Property, Appliances & Equipment. Subtenant shall not install, place or locate on or about the Prime Premises, Building, or Premises any heavy objects, including, without limitation, concrete blocks, motorcycles, weights, etc. Book shelves, posts, supports, storage, whether decorative and/or useful installed, placed or located in, on or about the Prime Premises, Building or Premises, may not be made of any heavy materials. Bed lofts, a structure used to elevate a bed, are not permitted. Subtenant shall comply with all fire, health, safety, building, and other applicable city and state codes.

4. Common Areas/Amenities – Rights and Responsibilities. The Common Areas and associated amenities or conveniences available at the Prime Premises on a common basis such as for recreation, laundry, sports, storage, etc. may be discontinued or changed by Sublandlord or Landlord at any time, it being understood that they constitute no part of the consideration for this Sublease. If Subtenant and/or Subtenant's guests elect to use the Common Areas, and associated amenities or conveniences, they do so at their own risk and expressly release Sublandlord and Landlord from any liability for loss, damage or injury arising out of the use of the Common Areas, and associated amenities and/or conveniences. Subtenant agrees that Subtenant shall be responsible for repairing and/or replacing any damage to the Common Areas caused by Subtenant and/or Subtenant's guests.

5. Exterior Appearance and Use. Absolutely nothing may be placed in the windows of the Building or Premises except for white or pastel colored drapes, curtains or liners. No print pattern materials, newspapers, blankets, sheets, etc. may be placed in the Building or Premises windows. No alcoholic beverage containers or political announcements may be displayed or placed in the Building or Premises windows. Subtenant's personal property and/or effects may not be left in any portion of the Building outside of the Premises or any Common Areas without written permission of Sublandlord and if left without permission may be discarded by Sublandlord or Landlord, and any chains, locks or cable will be removed and discarded, if left unattended by Subtenant. Subtenant releases Sublandlord and Landlord from any liability for such disposal of any such personal property. Subtenant and Subtenant's guests are prohibited from entering upon or being on the roof of the building, any overhangs, deck coverings and/or elevated structures which are not specifically intended for occupancy of persons. Only furniture designed for exterior use may be placed on the porch, patio, or other outside areas. The use of interior furniture, including but not limited to upholstered couches and chairs, on the porch, patio, or other outside areas is prohibited.

6. Utilities and Services. During the Sublease term, Sublandlord agrees to be responsible for all charges for electricity, water and gas services consumed at the Prime Premises. Reasonable amounts of heat, water and electricity will be provided consistent with those services provided to Sublandlord by Landlord under the Lease. Sublandlord shall not be liable for any interruption of any such utility services to the Premises. Subtenant agrees to properly dispose of Subtenant's trash in the dumpsters designated by Landlord and/or Sublandlord for such disposal. Subtenant shall not do anything or allow others to do any act or thing, which would result in any utility service being disconnected by any means.

7. Observance of Rules and Quiet Enjoyment. Subtenant agrees to be bound by, and shall observe faithfully and comply strictly with the rules and regulations set forth in Sublandlord's Code of Student Conduct (<https://trustees.osu.edu/bylaws-and-rules/code>) and Residence Hall Handbook which can be found at <http://housing.osu.edu/living-on-campus/fees-contracts-policies/residential-living-handbook-code-student-conduct/> (collectively, "**Rules and Regulations**") and which are incorporated herein and made a part hereof. It is agreed that all the Rules and Regulations or any rules and regulations established by the Sorority, and/or the Landlord are as much a part of this Sublease as if contained herein. Sublandlord shall have the right to make reasonable changes in and additions to the Rules and Regulations from time to time during the term of this Sublease. All such Rules and Regulations are published and available at the office of the Sublandlord during normal business hours for Subtenant's examination and to receive copies. If the terms of this Sublease conflict with Sublandlord's Rules and Regulations, the more-restrictive rules and regulations shall prevail. Sublandlord agrees that upon Subtenant paying the Rent and observing and performing all the terms, covenants and conditions of this Sublease, Subtenant may peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this

Sublease. This does not cover disturbances and noise by others which are not the responsibility of Sublandlord or Landlord.

8. Condition of Premises and Repairs. Subtenant accepts the Premises AS IS. Subtenant shall use customary diligence in care of the Premises and Common Areas. Whenever damage or a condition above and beyond ordinary wear and tear is caused to the Building, Prime Premises, Premises, Common Areas, Landlord Furnishings, other furnishings, appliances, fixtures or equipment by Subtenants, Subtenant's guests, permittees or other occupants due to carelessness, misuse, neglect or failure to notify Sublandlord of the need for repairs, and whenever Subtenant, Subtenant's guests or permittees cause extra housekeeping or maintenance to be performed, Subtenant agrees to pay the cost of all repairs and extra housekeeping, and if said housekeeping or repairs are done by Sublandlord or Landlord, such repair and housekeeping costs shall be added to Subtenant's Student Account upon completion of the repairs or extra housekeeping and billed to Subtenant. Subtenant shall not make any alterations, improvements, additions or changes to the Premises, including, without limitation, painting, wallpapering, carpeting, or electrical changes, except as may be authorized by Sublandlord in writing. Subtenant acknowledges that Sublandlord has no responsibility or obligation to repair or replace any of the Landlord Furnishings. No holes or stickers are allowed inside or outside the Premises; however, a reasonable number of small nail holes for picture hanging are permitted. Subtenant shall not disable, disconnect, alter or remove any furnishings, appliances, fixtures or equipment, including, without limitation security devices, alarm systems, smoke detectors, or screens. Subtenant shall not store anything in furnace areas or furnace rooms of the Building or Premises. Smoke detectors are provided, as required by law and/or as a courtesy to Subtenant. Smoke detectors are not infallible, and it is the Subtenant's responsibility to check any smoke detectors on a reasonably regular basis and report any malfunction to Sublandlord. Replacement of the batteries in the smoke detectors is the sole responsibility of Sublandlord, provided that Subtenant shall notify Sublandlord of any need for battery replacement. Light bulbs are to be replaced by Sublandlord and Subtenant shall notify Sublandlord of any need for light bulb replacement. When moving out, Subtenant shall surrender the Premises broom clean and in good condition, reasonable wear and tear excepted.

9. Entry and Access. Subtenant agrees to assume financial responsibility for any charges made for time by any subcontractor who is prevented from commencing or completing work at the Premises by the action of the Subtenant or any guest of Subtenant, or conditions caused by Subtenant.

10. Damage by Fire or Other Casualty. If the Premises or the building of which the Premises forms a part shall be destroyed or damaged by fire, casualty or other cause, and either the Landlord or Sublandlord elects to terminate the Prime Lease, then this Sublease shall terminate upon the date the Prime Lease is terminated. If, during the term of this Sublease, said Premises is damaged by fire or other casualty not the fault of Subtenant, to the extent that the Premises are wholly untenable, then, Subtenant may terminate this Sublease by giving the Sublandlord written notice thereof within thirty (30) days after such damage.

11. Security Deposit. NONE

12. Default/Holdover. In the event that Subtenant is in default of any of the terms or obligations of this Sublease, violates and/or fails to comply with any of the covenants, terms or conditions of this Sublease, or any failure to comply with the Rules and Regulations, or any rules and regulations established by the Sorority or the Landlord, said default shall constitute grounds for termination of the Sublease and/or eviction by Sublandlord. In the event of termination of this Sublease by reason of Subtenant's

default, it is expressly understood and agreed by Subtenant, that Subtenant shall be and remain liable for any deficiency in Rent and damages to the end of the Sublease term. No tenancy of any duration shall be created by the holding over of this Sublease. Termination of this Sublease shall end all rights to the Premises that Subtenant may enjoy. If Subtenant should holdover after the expiration of the term of this Sublease, Subtenant shall be responsible for all costs and damages created by the holdover, including, but not limited to, the expenses incurred in providing alternative/interim housing for subsequent tenants.

13. Non-Liability. Subtenant acknowledges and agrees that any security measures provided by Sublandlord or Landlord shall not be treated as a guarantee against crime or reduction in the risk of crime. Neither Landlord nor Sublandlord shall be liable to Subtenant, Subtenant's guests or occupants for injury, damage or loss to person or property caused by criminal conduct of other persons, including without limitation, theft, burglary, assault, vandalism and other crimes. Subtenant understands and agrees that all personal property and contents of Subtenant placed or located in the Prime Premises, Building or Premises shall be the sole risk of Subtenant, and Sublandlord shall not at any time be liable for damage to or loss of any personal property of Subtenant in or upon the Prime Premises, Building or Premises. Subtenant is required to insure all of Subtenant's personal property in the Prime Premises, Building or Premises. Subtenant acknowledges and agrees that she is fully aware of the risks posed by the current COVID-19 pandemic and the conditions of occupancy at the Premises. Subtenant understands and agrees that Sublandlord is not making and has not at any time made any representations or warranties of any kind or character, expressed or implied with respect to the conditions of the premises. Neither Landlord nor Sublandlord shall have a duty to remove ice, sleet or snow, but Landlord or Sublandlord may do so in whole or in part, with or without notice.

14. Notices. All notices and other communications required or desired to be given to Sublandlord under this Sublease shall be in writing and shall be delivered by first class mail, or by facsimile, or email to the following addresses:

The Ohio State University  
Office of Student Life  
Attn: Director of Housing Administration  
350 Morrill Tower, 1900 Cannon Drive  
Columbus, Ohio 43210  
Office: (614) 292-8266  
Facsimile: (614) 292-6906  
E-mail address: [Greenslade-Smith.1@osu.edu](mailto:Greenslade-Smith.1@osu.edu)

With a copy to:

The Ohio State University  
Planning Architecture and Real Estate  
Attn: Lease Administrator  
1534 North High Street  
Columbus, OH 43201  
Office: (614) 688-3715  
Facsimile: (614) 292-4824  
E-mail address: REPM@osu.edu

15. Assignment and Subletting. Subtenant shall not assign or otherwise transfer this Sublease or any interest therein, sublet the Premises or any part thereof, or permit the use or occupancy of the Premises or any part thereof by anyone other than Subtenant.

16. Entire Agreement. This Sublease and the attached Exhibits are the entire agreement between Sublandlord and Subtenant with respect to the Premises. No representations, oral or written, not contained herein or attached hereto, shall bind either party hereto.

17. Termination. The Prime Lease contains a provision that the Prime Lease may be terminated by either party prior to its natural expiration date. Notwithstanding any provision in this Sublease to the contrary, should the Prime Lease be terminated pursuant to said Prime Lease provision, the Subtenant agrees this Sublease shall terminate on the same date as the Prime Lease, if said termination date is earlier than the expiration date of this Sublease. The Sublandlord shall provide Subtenant with at least thirty (30) days advance written notice of the termination date of this Sublease due to the termination of the Prime Lease, if said termination date is earlier than the expiration date of this Sublease.

18. Impossibilities. The performance of this sublease is subject to termination without liability upon the occurrence of any circumstance beyond the reasonable control of Sublandlord – such as acts of God, including without limitation, extreme inclement weather events, war, terrorism, government or quasi-governmental order or regulation, disaster, strikes (except those involving the employees or agents of the party seeking protection of this clause), civil disorder, or curtailment of transportation facilities, or supply chain failures, epidemics, pandemics, including but not limited to any further conditions arising out of the ongoing COVID-19 pandemic, disease, quarantine, governmental preemption in connection with a national, state or local emergency, or similar cause beyond the control of the Sublandlord. The ability to terminate this Sublease pursuant to this paragraph is conditioned upon delivery of written notice by Sublandlord to Subtenant setting forth the basis for such termination as soon as reasonably practical, but in no event more than ten (10) days after learning of such basis.