

University Rentals Lease Agreement

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This lease agreement is made and executed on the ____ day of _____, 20__ by
and between University Rentals III Corporation dba University Rentals (Landlord), and
the following named individuals (Tenants). **Premises Located: at** _____
_____**Athens, Ohio 45701, and its included furniture.**

All rental payments must be mailed or brought to: University Rentals 14 North Court St. Suite 203 Athens, Oh. 45701, and must not be post marked any later than due date. All payments must include house # and payment period. Maintenance Request should go through our website at www.ourentals.com (unless it is a maintenance emergency) and follow the link to Maintenance requests. Our office number is 740-594-9098.

1.) Term: The term of this lease shall be commencing on May __, 20__, and end on Saturday, Ohio University graduation day, or May __, 20__. The Lease shall commence at 10:00 am of the first day of the Lease term as described in this paragraph, and shall end at 5:00pm on the last day of the Lease term as described in this paragraph. In the event that tenants have not vacated the premises by 5:00 PM, they will be assessed a fee of one hundred dollars (\$100.) per hour until such time that the premises are vacated. Landlord will exercise its best efforts to deliver possession of the premises upon commencement of this Lease, but will not be liable for any damages to Tenants other than a daily pro-ration of refunded of the rent to the date upon which occupancy is available to Tenants.

2.) Rent:

2a.) Basic Rent: Tenants and Landlord acknowledge and agree the reasonable Basic Rent for the leased premises is \$_____ for the entire term of this lease payable in three installments of \$_____ per Semester every four months beginning on the 1st day of April 20__. Any portion of rent not paid by the 5th day of the month in which rent is due shall be deemed a breach of this Lease. Landlord may decide in his sole and absolute discretion whether the terms of this Lease breached by the late payment of rent.

Tenant Initials _____

Landlord Initials _____

2b.) Discounted Rent: As an inducement of prompt rent payment, a Discounted Rent installment is described below in the rent schedule as a semester payment may be paid by tenants if paid fully by 5:00p.m. on the 1st day of the month in which rent is due. If Tenant's deliver a Discounted Rent installment and it is not delivered in the correct amount, or delivered after the 3rd day of the month, Landlord shall deliver or mail by the 10th of the month notice of failure to qualify for Discounted Rent payment. The written notice described in this paragraph shall set forth the balance owed on the Basic Rent obligation and specify the date by which Tenants must pay the balance owed for rent. There will be a \$75.00 fee assessed for all checks returned for insufficient funds.

Rent Schedule:

(A) \$ _____ on or before April 1, 20__

(B) \$ _____ on or before August 1, 20__

(C) \$ _____ on or before December 1, 20__

*****WE ONLY BILL ON A SEMESTER BASIS. NO RENTAL BILLS WILL BE SENT TO YOU. THIS SCHEDULE OF PAYMENTS IS YOUR OFFICIAL NOTIFICATION OF RENTAL PAYMENT DUE DATES TO AVOID DELINQUENT PAYMENTS*****

2c.) METHOD OF PAYMENT: Rents will be considered received on the post-marked day of the envelope. All rents must be by paid in person or by mail to 14 N. Court St. Suite 203 Athens, Oh. 45701.

2d.) TIMELY RENTS: THE FAILURE TO TIMELY PAY A RENTAL INSTALLMENT AS PRESCRIBED IN THIS LEASE SHALL BE GROUNDS FOR THE TERMINATION OF THIS LEASE. LANDLORD SHALL BE ENTITLED TO EVICT TENANTS AND COLLECT FOR ALL REMAINING RENTS, OTHER CHARGES, AND DAMAGES ACCORDING TO THIS LEASE AND THE OHIO LAW FOR SUCH BREACH OF LEASE. TENANTS AND CO-SIGNERS OF THIS LEASE ARE JOINTLY AND SEPARATELY LIABLE TO LANDLORD FOR THE TOTAL RENT DUE FOR THE PREMISES, TOGETHER WITH ANY AND ALL DAMAGES OR OTHER CHARGES. THE FAILURE BY THE LANDLORD TO ENFORCE ANY OF THE ABOVE PROVISIONS IN ANY GIVEN PERIOD SHALL NOT CONSTITUTE A WAIVER OF ANY REMEDY AFFORDED TO TENANTS, OR TO COLLECT SAID CHARGES AT A LATER DATE.

Tenant Initials _____

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2e.) REMEDIES FOR DEFAULT: If tenants shall fail to pay rent, or any other sum to Landlord for 5 days after it shall become due, or shall default in any other provisions of this Lease, or shall abandon the premises and remove or attempt to remove their possessions from the premises, Landlord in addition to all other remedies provided by law, may void and terminate this Lease, immediately re-enter and resume possession for the premises as is the Landlord's right prior to the execution of this lease.

3.) SECURITY DEPOSIT: Tenants agree to pay a deposit of \$_____ to the landlord (per unit not per person). This deposit shall be held by Landlord as security for the payment of all rent and other amounts due from Tenants to Landlord. Security deposit if necessary, will be kept by Landlord in whole or partial for cleaning, repairing, unpaid utilities, unpaid rents, trash hauling, or replacing any furniture or parts of the premises (after tenants vacate them). Security deposits is not to be used by tenants as monthly rental, in case this happens, a \$50.00 per day penalty will be charged for each day the deposit has been used as rent payment. Please note Security Deposit Charges for list of potential charges against security deposit.

4.) UTILITIES: Tenants shall be responsible for all utilities used at the aforesaid premises. Tenants shall pay said utilities monthly, and must change accounts over to their names as of the 1st day of lease regardless of occupancy. If Tenant's do not transfer utilities over within (3) days, a \$100/ per day penalty will be assessed. Any unpaid utilities, which are not paid within (7) days after end of lease will be charged \$50 a day penalty. Please take note, that in winter months your utility bills WILL raise, please adjust accordingly. Also pay close attention to your billing if you do not want a third party electric or gas service you will need to contact your utility company.

Temperature must be set at a minimum of 68 degrees F during cold weather and when tenants are not there over winter break. Cabinets that have pipes in them must be left open during break. For below zero temperatures all the above apply along with leaving the facets dripping. The rental unit is STILL your responsibility even when you are on break.

Any damage that results from an unconnected utility or not maintaining proper house temperature (68 degrees) will be the sole responsibility of tenant(s)

Examples:

- (a) Fridge may have mold if electric is not turned on. (Est Repair Cost: \$100)
- (b) Water Line may freeze (causing broken water lines), if proper room temperature is not maintained. (Est Repair Cost: \$100-\$2000)
- (c) Unattended house may create mold, mildew, cobwebs, etc (Est Repair Cost: \$100-\$1,000)
- (d) Sump Pump not running because no electric can cause flooding. (Est Repair Cost: \$500-\$2,000)

5.) SUB-LEASING: Tenant(s) shall not assign this lease, nor sublease said premises without the prior written consent in writing of the Landlord. Tenants that do receive permission to sublet premises are reminded that they are still responsible for the rent and any damages that are caused by sub-leaser.

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6.) PETS: Tenants and guests will not keep, maintain, harbor any dogs, cats, ferrets, snakes, or other pets on the premises. If any pets are seen on the premises, or even just visiting; Tenants will forfeit all of the security deposit and may be evicted without reimbursement of rent. Tenants will be responsible for all rents of lease term as filed by eviction.

7.) NOISE: No noise, music or other loud sounds or conduct shall be permitted at any time in such a manner as to disturb or annoy private residences or neighbors.

8.) PARKING: PARKING IS RESTRICTED TO THE VEHICLES OWNED BY THE TENANTS SET FORTH IN THIS LEASE. No recreational vehicles or storage items are allowed, unless authorized in writing by the Landlord. No inoperable vehicles may be left on the premises that are in the process of repair for more than one week. Parking on the grass is prohibited. All Tenant(s) vehicle information (Make, Model, Year, VIN #) must be registered to our office. All unregistered vehicles are subject to being towed at owner's expense. Although in most cases there is not a charge for parking, Parking Passes are required at certain properties, please ask office for details. You will be required to display parking permit at all times. Parking Pass may not be shared, borrowed, sold, etc. If any of previous provisions are not met, auto owner will be subject to being towed at auto owner's expense.

9.) BICYCLES/MOTORCYCLES: Any bicycles left at the premises after move out will be considered abandoned and University Rentals will have the right to remove bicycle from the premises and discard it. Bicycles will need parking tags from UR. Any motorcycles left at the premises after move out will be considered abandoned and University Rentals will have the right to remove bicycle from the premises and discard it.

10.) BARBECUES: Barbecues are not permitted on porches, deck, or associated area, and must only be used with a minimum of 25 feet from outside of rental unit. You are not permitted to sit or hang over railing of porches.

11.) PLUMBING FIXTURES: The toilets, basins, and showers or any other plumbing fixture shall not be used for any other purpose other than that for which it was intended.

12.) TRASH PICK UP: All trash and garbage must be placed inside of plastic trash bags inside of garbage containers and put out in front of premises on street curb on garbage pickup day. Garbage cans must have lids on them per city requirements. All garbage containers must return to back of rental unit within 24 hrs. of pickup. If Trash containers are left out by curb you will be subject to a \$50 fine per occurrence.

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13.) GUESTS: No occasional guests are permitted to stay more than three days without the prior written consent of the Landlord. Guests are not allowed to park in any designated Tenant parking.

14.) DAMAGES: All damages to the premises caused by moving or carrying of articles therein shall be paid for by Tenant(s). **Damage resulting from misuse of such facilities shall be paid for by the Tenants.**

15.) SUNBATHING: ABSOLUTELY NO SUNBATHING, STANDING, OR SITTING ON ANY ROOF SURFACE.

16.) LIGHT BULBS: Light bulbs will be the tenant's responsibility

17.) CLEANING: Carpets, walls, kitchen fixtures, stoves, dishwasher, refrigerators, washers, dryers, windows, ceilings, and any other objects found in rooms, hallways, and stairways shall be kept clean and sanitary always. If premises is not kept sanitary we will have unit cleaned at Tenant(s) expense. All tenant(s) regardless of fault are responsible for the upkeep and cleanliness of the house.

18.) SNOW REMOVAL: Tenant(s) will be responsible for removal of snow and ice on sidewalks and driveways during winter months.

19.) PEST CONTROL: Tenant(s) will be responsible for spraying of ants, roaches, bees, wasps, bed bugs, gnats, spiders, fruit flies, etc. Tenant(s) must take all precautions and will be financially responsible for any infestations inside the unit.

20.) DOOR LOCKS: No door locksets are to be changed, interior or exterior. No interior doors are permitted to have deadbolts, locks, etc, as this is a direct violation of City fire code. Any changes made will result in a \$100 charge to re-key lockset.

21.) LOCK OUTS: In the event that you lock yourself out of your dwelling during business hours (Monday-Friday, 9-4) contact our office and we will assist you. If it is after business hours, we will assist you at our convenience- we will make reasonable effort but quite possibly will not be there until morning. There will be a \$25 charge to Tenant(s) for this service.

22.) RULES & REGULATIONS: These rules may be amended from time to time by the Landlord, and such amendments will be effective immediately upon notification of Tenant. Violation of these Rules and Regulations shall be a breach of the Lease. These Rules are severable and the invalidity of any Rule shall not affect the validity of any other Rule.

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23.) PERMITTED OCCUPANTS: Tenants acknowledge and agree that the premise is a _ BR Dwelling and the landlord is permitted to have _ occupants reside in unit(s). If a permitted tenant moves in, the rent shall increase by \$0.00 per month. If any one tenant moves out, the remaining tenants will be held responsible for the entire lease-term rent and utilities. If all the tenants move out of the premises, they will be responsible for the entire rent and utilities up until the date the lease expires.

24.) SMOKE DETECTORS/ FIRE SAFETY: Tenant's agree that rental unit is equipped with smoke detectors in each bedroom and each floor level, rental unit is equipped with a fire extinguisher. If Tenant destroys or tampers any fire safety device, tenant will be subject to a \$100 penalty per incident. If all fire equipment is not accounted for at time of move out, there will be charges against security deposit.

25.) LIABILITIES: Tenants agree that the Landlord shall not be liable for theft, destruction, loss, damage or personal injury occurring in the premises or elsewhere on the Landlord's property regardless of cause. Owner's Insurance does not cover Tenant(s) property damage and it is the tenant(s) responsibility to purchase renter's insurance if they want their belongings to be insured. The Landlord shall not be responsible for any theft of personal property of the Tenant or guests, nor for any damage, loss or destruction of persons, property caused by fire, water or any other cause. **Tenants are encouraged to insure personal property.**

26.) TENANT RESPONSIBILITIES: Tenants are fully responsible for rental unit upon first day of beginning of lease.

27.) TENANT DAMAGE: If one of the Tenants damages any property, all tenants are held responsible for the charge of the damage that has occurred. Tenant's are responsible for the cost of any damage caused by their guests at the rental unit.

28.) SHOWING OF UNIT/PROPERTY AVAILABILITY: Tenant's agree to let possible future tenant's view premises with a 24hr notice or if Tenant voluntarily let possible future tenant's view premises without notice. Tenants will be notified of viewing via email. All rooms will be unlocked during showings. Tenants will be responsible for cleaning of unit when informed of unit showing for rental. If house is not clean, we have staff that will clean at tenant's expense at a rate of \$25/hour. **Unit is rented on first come first serve basis and will not be held.** Tenants shall pay for all repairs to the premises and appliances that are necessary because of Tenants' negligence or abuse, and the cost of said repair shall be paid by Tenants within fourteen (14) days of the date Tenants receive an invoice or bill from Landlord. Properties are always up for rent.

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29.) PROPERTY RESIGN: Although we do not hold properties for tenant's we do encourage you to resign with current group or some new tenants. A resigned tenant's security deposit is rolled over to following year. You will not need to remove your items between lease periods. This will also apply to tenant's who rent a different property from us the following year.

30.) Condition of Property: Tenants have inspected the property and found that there were no broken windows, that no painting is needed, carpets are free of stains and burns, and all the property is clean and in very good condition and agree that no further improvements are needed to the inside of the property or outside.

30a.) DAMAGE: If something becomes damaged between now and the beginning of this Lease, the Landlord will make needed repairs during this lease.

30b.) PROPERTY: We have properties of different sizes, styles, décor, floorplans, price ranges, age, amenities, bathrooms, kitchens, etc.. Tenants agree that they have done all of their research, read our information online, viewed property, neighborhood, location, utilities expense, and all have agreed on leasing this premises location.

31.) Landlord's Right to Enter: Tenant's will permit Landlord, its agents, employees and any designated individuals to enter upon the premises at all reasonable times and always after a twenty-four-hour's notice for inspection, repair or improvement and in an emergency.

32.) Move in Procedure: A walk through of the premises within seven days of the lease starting date is the responsibility of the tenants. Inspection forms will only be accepted within the seven days of lease starting date.

33.) Damage Report: At this time tenants shall make a detailed list of any damages at the premises. Tenant's will also supply the Landlord with a **Maintenance request form sent directly to our office (Email: ourentals@yahoo.com)**. The purpose is to inform us of any deficiencies that we might have missed and to be the basis for determining any damage when you move out.

34.) Work Months: We will work on maintenance request during the months of **May, June, July, and August**. We do not have a direct time line during this period, but will complete work as soon as possible. **Our top priority is for Emergency situations (water break, gas leaks, etc..)**

35.) EARLY MOVE-IN CLEANING: If tenant moves in any personal property before official lease start, tenant(s) will be assuming any adherent risk for their personal property. Tenant(s) will be accepting unit as cleaned and it will be the tenant(s) responsibility for deep cleaning of rental unit including but not limited to cleaning, carpet shampooed, appliances, bathrooms, etc. Tenants may pay for this service if warranted. At end of lease term University Rentals contracts cleaners to clean. **This will also be tenant(s) charges against security deposit. Landlord is not responsible in any way for tenant's personal property.**

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36.) WINDOW TREATMENTS: University Rentals does not provide any window treatments for this unit. Shades or blinds left from previous tenants may be used by Tenant or discarded. Tenant may install inside mount blinds or shades but will be charged for any damages to woodwork or walls caused by outside mounting.

37.) UNOCCUPIED UNITS: It is of the utmost importance that tenants maintain the upkeep of the property even when they are not residing in premises (ex. Christmas, Summer, and Spring Breaks) Tenants will be responsible for any damage repair, cleaning, etc..., that is needed during these times.

38.) AIR FLOW/WATER FLOW: units must maintain airflow either AC, window, etc... If your unit has no airflow there will be a high probability that mildew will appear. Keep house temperature at a minimum 68 degrees. Tenants must keep a continuous drip of water faucets during freezing temperatures. If water is not flowing it may cause freezing in the water lines, which can cause major damage.

39.) Move-Out Procedure:

HOUSECLEANING POLICY AND OTHER MISCELLANEOUS ITEMS

40.) WOODWORK: All rooms have been cleaned by washing walls, woodwork, and floors. Clean water must be used with a cleaning product that is designed for this. I recommend Murphy's Oil soap for all woodwork including floors.

41.) BLINDS: Window blinds must be wiped clean. Rooms used by smokers may require additional cleaning and blinds sometimes need to be soaked in the bathtub.

42.) APPLIANCES: All appliances must be cleaned. Ovens, area under burners, and broiler must be free of grease and food residue. This may require using oven cleaning products. Be sure to wear gloves for this as it can be caustic. Refrigerators must be clean and all food items discarded.

43.) PERSONAL BELONGINGS: Personal belongings, furniture, and other debris that you brought into the home must be removed. This includes basement areas and outside areas. If you make arrangements with the new tenants to buy some of your things, these must be clearly marked as such and all items are to be left in one room only. The room that the items are left in WILL NOT be painted or cleaned. An approval from the management office will be needed to allow items left. Any items left, that need to be disposed by the landlord will be assed a removal charge.

44.) BATHROOMS: Bathtub, bathtub surrounds, and shower doors must be free of soap scum and mold. There are products on the market that are designed for this. Remember, do not use highly abrasive cleaning products on bathtubs. Sometimes soaking the tub with bleach will remove much of the grime.

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46.) DAMAGE: Any damage should be reported to the landlord. If the responsible party is not known, all tenants will equally share in the cost.

47.) KEYS: All keys must be left in an obvious location upon moving out. Each key must be labeled with your name to ensure avoiding a key charge. This applies to all entrance keys and bedroom keys if applicable. Keys that are not returned will be assessed a \$12.00 per key charge.

48.) GARBAGE CANS: Garbage cans that were furnished must remain on site.

49.) LIGHT BULBS/SMOKE DETECTORS: 11. All light bulbs must be in working order when you leave. Smoke detector batteries must be in the unit and working. A charge of \$75.00 for each smoke detector and CO detector missing or not in working order will be made. Remember, it is a crime to remove smoke detector batteries. Fire extinguishers must be in working order. If an extinguisher has been discharged, please inform your landlord.

50.) UTILITY BILLS: Any unpaid utility bills within (7) days after end of lease will result in a \$50/ per day penalty.

51.) TERMINATION OF LEASE: Because most of the potential renters have already found housing after the third week in Sept. for the following school year, Landlord has lost the majority of opportunity to rent this property after this point. Its is agreed that because most properties in the student rental market in Athens, Ohio rent as much as one year in advance, once this lease is signed, there is no termination possible and Tenant is responsible for full rent of this lease, not just a loss of security deposit.

52.) SECURITY DEPOSIT DISPUTE: During the course of move out we hire 3rd party contractors for the execution of cleaning, painting, and repair of rental units. Any charges that could potentially result from these services are what we charge in such cases. There are no charges above our cost, period. We inform tenants to contact us immediately if they feel that they have been overcharged for an item and we will work to rectify situation. We appreciate patience and will work with tenants on their behalf and will file suit for any slanderous statements made by tenant, tenant's agent, or tenant's legal guardian or sub-contractor or sub-contractor's agent concerning deposit return or any other dispute that may arise. We appreciate your cooperation in such circumstances and assume dispute would be handled professionally and legally.

Tenant Initials _____

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53.) SECURITY DPOSIT RETURN:

Landlord shall return Tenant's deposit, together with an itemized statement of deductions within (30) thirty business days of ending of the lease with execution of the following three events:

- 1.) Termination of lease
- 2.) Tenant's return of possession (including keys) and
- 3.) The lease is based on the rental unit and not individual therefore the security deposit and itemizations will be sent to (1) address. Please leave forwarding address on kitchen counter as to where to send your security deposit and statement.
- 4.) Finalization of utility bills.

RECEIVE YOUR FULL DEPOSIT BACK WHEN YOU MOVE!

This list is provided at move-in and move-out so you are aware of the cost of property damage, and so you can avoid these expenses and do what is necessary to get all your deposit back.

Cleaning (not done by you)

Refrigerator	\$55
Vacuum entire unit	\$95
Stove top or Oven	\$35 - \$75
Kitchen Cabinet	\$30
Kitchen or Bathroom floor	\$40
Bathtub/shower	\$50
Toilet	\$50
Carpet cleaning or Deodorizing	\$200 - \$250
Extensive cleaning	\$40 per hour/ per person
Replace door lock	\$55

Damages

Remove crayon marks	\$35
Small/Large nail hole repair	\$45-\$85
Replace interior/exterior door	\$250 - \$350
Replace sliding glass door	\$400
Replace faucets	\$100
Replace bathroom mirror or cabinet	\$100 - \$175
Replace Shower heads	\$45
Replace toilet	\$275
Replace countertop	\$450-\$2500
Repair window pane	\$125 - \$295
Replace Tile/linoleum	\$400-650

Missing Items

Replace light bulb	\$5
Light fixture globe	\$35
Light fixture	\$75
Electrical outlet/switch	\$15
Electrical cover plate	\$12
Replace key	\$12
Replace refrigerator shelve	\$75
Replace oven knob	\$30
Replace window screen	\$35

Additional Charges

Replace curtain rod or towel bars	\$30
Replace smoke detector or CO detector	\$75
Remove junk and debris	\$75/hour
Replace fire extinguisher	\$120
Remove wallpaper	\$350
Fumigate for fleas	\$550
Replace thermostat	\$100
Clear drain stoppage	\$150
Fence replacement	\$45 per foot
Occupancy Permit Replacement	\$10

These are just a sample of some of the possible charges, tenants may be liable for other damages not listed.

Tenant Initials _____

Landlord Initials _____

**DESIGNATED TENANT RESPONSIBLE FOR ALL COMMUNICATIONS:
NAME, HOME ADDRESS, E-MAIL ADDRESS, PHONE NUMBER, AND CELL
NUMBER:**

Prior to occupancy of subject premises, all tenant(s) and landlord agree that all communications regarding this lease shall be made to the following tenant at one of the following addresses: Home address, e-mail, cell phone, or home phone numbers. University Rentals will only communicate with those named on lease. University Rentals will not communicate with any relatives or friends of tenants on lease for privacy reasons.

Name: _____ Cell #: _____

Office Hours: University Rental's office hours are 9am-4pm, Monday through Friday. All maintenance requests are to be requested through our website www.ourentals.com and will be dealt with in a timely fashion. Emergency maintenance ONLY calls can be made at 740-594-9098. OFFICE IS CLOSED AND NO MAINTENANCE WORKERS WORK ON SATURDAYS AND SUNDAYS OR HOLIDAYS. SUMMER HOURS COULD VARY.

WITNESS WHEREOF, Landlord and Tenant have executed this contract in duplicate this ____ day of _____, 20__.

Signed and acknowledged in the presence of:

LANDLORD

TENANTS

TENANT INFORMATION

PLEASE PRINT

Rental Address _____
Name _____
Birth Date ____/____/____ Social Security _____-____-____
Cell Phone (____)____-_____
Email _____@ohio.edu(other) _____
Parents Names: _____
Parents Email: _____@_____
Parents Address: _____
City _____ State _____ Zip _____
Parents Phone #(s) Home: (____)____-_____
Cell: (____)____-_____
Please check source of financial support:
__parents support, __Financial Aid, __Self(if self what is your place
of
employment) _____

**By signing below, tenants agree that the information listed
above is true and know that falsifying information is punishable
by law.**

Tenant Signature

Date

DEPOSIT INFORMATION/RECEIPT

Tenant _____ Property _____

Deposit Required (total premises) \$ _____ per lessee \$ _____

Deposit Received (check or cash) ck # _____ Amount Rec'd _____

Date Deposit Received _____

Agent Signature for University Rentals Management