

HF Rentals • Highland Holdings • Corryville Properties

P.O. Box 19884
Cincinnati, Ohio 45219,
Phone: (513) 509-5574

LEASE AGREEMENT

Apartment #: _____ Address: _____ Cincinnati, OH 45219

Dates Signed: _____ Security Deposit: _____

Lease Begins: _____ Lease Payment: _____

Total Paid on Signing: _____

Landlord hereby leases and Tenant(s) accepts from landlord the above-described apartment for the term indicated. Landlord shall not be liable for failure to deliver possession of the apartment at any specified date other than to the extent of an abatement of lease payment from the Commencement Date of this lease to the day possession is actually delivered to Tenant(s). Tenant(s) understand(s) Landlord has no knowledge of lead containing paint on the premises. However, since the building was built before 1978, it is possible that lead containing paint coverings may exist on the interior, exterior or both of the building. Tenant(s) acknowledge(s) receipt of the EPA booklet discussing lead-based paint. With the exception of the lease amount, any provision of this lease may be changed by Landlord with thirty (30) day's notice. Landlord may terminate tenancy for any reason other than retaliatory or discriminatory reasons. A written notice all is issued should eviction be necessary.

**ALL LEASES ARE FOR 12 MONTHS UNLESS OTHERWISE STATED.
NINE (9) MONTH LEASE IS AVAILABLE FOR A 25% PREMIUM IN RENT.**

There will not be more than _____ people living in the apartment.

RENT/LEASE

The total rent that the Tenant(s) agree(s) to pay to the Landlord for the premises for the term of the lease is _____. This total rent is due upon execution of this lease. However, for the convenience of the Tenant(s), this rent shall be paid by the Tenant(s) to the Landlord in monthly installments.

The Tenant(s) agree(s) to give the Landlord the sum of _____ for a deposit to assure that the Tenant(s) fully performs all that is required of the Tenant(s) under the provisions of this agreement. **TENANT(S) SPECIFICALLY AGREES NOT TO APPLY THIS DEPOSIT TO THE PAYMENT OF ANY RENT INSTALLMENT.** If the Tenant(s) does not pay the rent or any installment of rent or if the Tenant(s) violates any other part of this agreement, then the Landlord may use of apply part, or all, of this deposit to the unpaid rent, or any part thereof, or to any other costs or payments outstanding due to Tenant(s) violation.

Upon notice of such use by the Landlord, the Tenant(s) shall within two (2) days repay the Landlord such sums used by the Landlord for this deposit. At the end of the term, the Landlord shall pay to the Tenant(s) the deposit (less any sums property retained according to this agreement) after the Tenant(s) has returned **all** keys and has vacated the premises and also after the Landlord has had a reasonable opportunity to inspect the premises for damage and process the deposit for return, which usually takes approximately one month after the end of the lease term. If the Tenant(s) shall fail to comply with all of the requirements for vacation and surrendering the premises in original condition, less normal wear and tear, the Tenant(s)

Agrees that Landlord may deduct from this deposit an amount for labor, materials, and supplies. See **surrender** paragraph for further elaboration.

1. **Payment**

Rent is due the 1st of the month (one check/money order; \$10 service fee charged if rent is paid with more than one check).

NOTE:

- A LATE CHARGE for non-payment of rent amount is \$10.00 if paid after the 1st of the month.
- In addition, a charge of \$5.00 per day is charged for each additional day after the 3rd of the month until payment is received.
- A charge of \$20.00 plus late fees shall be made for all check, which is returned for non-sufficient funds.
- If a second check is returned for non-sufficient funds, the second returned check will be charged \$50.00.
- After two returned checks, the Tenant(s) must pay by money order or credit card.
- Any charges not paid within 30 days will be assessed 2% interest per month until paid in full.

RENT IS DUE ON THE FIRST OF THE MONTH REGARDLESS OF LEASE COMMENCEMENT DATE.

Acceptance of partial payments from some Tenant(s) does not relieve such Tenant(s) from their liability for the entire rent, or as to shares owned by other joint and several Tenant(s). If Tenant(s) make(s) any payments hereunder, and then fail(s) to occupy the premises or fail(s) to comply with any other term or requirement of this agreement, Landlord may keep any such payments as partial liquidated damages. Notwithstanding retention of such payments as liquidated damages, the Landlord shall have; in addition, any other rights afforded Landlord under this lease against the Tenant(s) for breach of this lease.

ALL RENT INSTALLMENTS MUST BE PAID IN FULL WHEN DUE WITHOUT SETOFF, DEDUCTION, OR REDUCTION FOR ANY REASON. If Tenant(s) make(s) payment of any rent installment in an amount less than that due, Landlord may accept same, but shall not be bound by a restrictive endorsement, nor any statement or otherwise to the effect that such payment is made in full satisfaction of the amounts then due. Notwithstanding such acceptance by the Landlord, the Landlord may avail himself of any other legal remedies he may have.

2. **Possession Date**

The date of possession shall be 3 days after lease begins. If the owner is unable to deliver possession on that date, the Resident(s) agree(s) that, unless caused by owner's gross negligence, the owner shall not be liable for any losses or damages caused thereby, nor shall this agreement become void or voidable. The resident(s) however shall not be liable for any rents until possession is delivered. At the resident(s) sole discretion this agreement may be terminated with a full refund of all deposit collected if possession is not delivered within five (5) days of original possession date as set out above in this paragraph

3. **Joint and Several Liabilities For Performance**

if there is more than one Tenant hereunder, each of the Tenants jointly and severally agrees to pay the

rent and any other charges under this agreement and to fully perform all the obligations of the Tenant hereunder. This is each individual Tenant is responsible to pay and agrees to pay the full amount of the rent and any other charges, to perform all of the obligations of the Tenant under this agreement, even if the other Tenants or some of them fail to make such payments or fail to perform such obligations. Landlord need not notify all Tenants of the default by any one Tenant a precedent to taking any action permitted upon Tenant's breach or default.

4. **Breach of Lease by Tenant(s)**

If the Tenant(s) fail(s) to make any payment of rent or part thereof within five (5) days of the date it was due, or if the Tenant(s) does not abide by or comply with any other part of this agreement, and if the Tenant(s) does not correct the violation or comply within two (2) days after notice by the Landlord, or if a petition in bankruptcy is filed by or against the Tenant(s), or if the Tenant(s) make(s) a general assignment for the benefit of creditors, the Landlord may at its option end this lease on three (3) days written notice to the Tenant(s) after which three (3) days, this lease agreement shall automatically terminate and the Landlord may immediately re-enter and re-possess the premises without further notice of the Tenant(s). The Tenant(s) agree(s) in such case to vacate the premises at the end of said three (3) day period. The Tenant(s) hereby authorizes any and all eviction proceedings by the Landlord against him without notice if the premises are not vacated by the end of said three (3) day period.

Even though the lease has thus been ended, the Tenant(s) shall remain liable to the Landlord for the total rent set forth in this agreement. However, the Landlord shall have the right to re-rent the premises to other Tenants for whatever term and rent which to the Landlord shall seem reasonable. If the premises are so re-rented, the rent collected for the unused part of the term of this lease shall be used first for expenses of the Landlord in re-entering, re-possessing and re-renting the premises and any surplus or deficiency remaining to be subtracted from or added to the amounts owed by the Tenant(s) to the Landlord under this agreement.

5. **Successors**

Unless otherwise stated, in this agreement, this lease shall be binding upon all who succeed to the rights or take the place of the Landlord, or the Tenant(s).

6. **Subordination of Lease**

This lease shall be fully subordinate to the mortgage or any ground lease covering the demised premises and/or any future mortgage or ground lease and shall not require the lender to grant a right of non-disturbance as a condition for subordination of the lease without the express written consent of the lender. Tenant(s) agree(s) to execute any and all documents to effectuate the provision of this paragraph within two (2) days of request

RULES AND REGULATIONS

The tenant for himself and for other persons in the demised premises with his consent agrees to comply fully with the following rules and regulation:

1. **Permitted Use and Occupancy**

The Tenant(s) shall use and occupy the premises only as a residential dwelling for the named Tenant(s) only. No other persons shall be permitted to live in the premises on a permanent or temporary basis, except pursuant to an assignment of lease or sublet as set forth in the **Assignment & Subleasing**

paragraph. Visits by guests are permitted only as long as such visitors' presence does not interfere with any other roommates' or Tenant(s)' comfort and enjoyment of the premises and complies with all laws, rules and regulations of any and all governmental agencies, departments, and bodies. Notwithstanding such provisions, the landlord reserves the unqualified right in his sole discretion to limit or prohibit extended visits.

2. Assignment and Subleasing

The Tenant(s) may not transfer any of his rights under the lease to any other person or entity without the prior written approval and permission of the Landlord. Tenant(s) agree(s) to provide Landlord with SUBLET INFORMATION AND AGREEMENT FORM, such document to be filed with the landlord. All deposits made by the original Tenant(s) will remain on deposit with the Landlord until the end of the lease term.

3. Personal Property Liability

The Landlord shall not be liable nor responsible for any loss or damage to the personal property of the Tenant(s), his visitors, invitees, or licensees from whatever cause, excluding Landlord negligence. **THE TENANT(S) IS STRONGLY URGED TO OBTAIN PERSONAL INSURANCE PROTECTION.**

4. Disturbances

The Tenant(s) shall not make, nor permit any disturbing noises in or about the premises by him or others, not do or permit anything by such person(s) what will interfere with the rights, comforts, or convenience of neighbors. The Tenant(s) shall not operate any mechanical device including, but not limited to radios, televisions, stereo systems, etc. at any time at a volume which is disturbing or annoying to others. No pianos, drums, or other musical instruments shall be played in the premises, except as specifically approved by the Landlord.

5. Indemnification, Hold, Harmless, Defend

The Tenant(s) agree(s) to defend, indemnify and save harmless the Landlord from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims and/or judgments arising from injury to persons or to property, **occasioned wholly or in part by any act or omission of the Tenant(s), his invitees, visitors, employees, licensees, or agents.** This provision means that the Tenant(s) shall pay all attorneys' fees and other costs to defend against any such claim or lawsuit, and in the case the Landlord has to pay any judgment, settlement or any other costs, the Tenant(s) shall immediately pay to the Landlord the full amount of such judgment, settlement, etc.

6. Access to Premises

The Landlord, its agent, and its invitees shall be permitted to enter the demised premises of inspection, repairs, giving of notices, emergencies and future leasing and sale, at reasonable hours, whether or not the Tenant(s) is present. The Landlord shall, however, make an effort to notify the Tenant(s) before showing the premises to other prospective Tenant(s).

7. Compliance with Law

The Tenant(s) agrees to comply and to abide by all laws, ordinances, regulations, etc. of any and all governmental authorities which may affect the premises.

8. Maintenance

The Tenant(s) shall keep the premises in a clean and sanitary condition and shall return the premises at the end of the lease term in a clean and sanitary condition.

9. Garbage

Garbage is to be wrapped and placed in covered garbage cans in compliance with all municipal requirements. Tenant(s) must remove all garbage and refuse and place in refuse cans in specified areas. Tenant(s) will provide plastic containers in each kitchen of rental unit; garbage in paper bags will not be left on floors. During vacation or intercession, or any other period when garbage and trash has been allowed to accumulate and has not been disposed of, Landlord may inspect premises and remove garbage or refuse at Tenant(s) expense. Tenant(s) is to knock down all boxes/cartons to minimize volume used in garbage containers.

10. Keys and Locks

Tenant(s) shall not change locks or lock cylinders on doors, nor shall Tenant(s) install new or additional locks on premises. If Tenant(s) wish(s) new locks, Tenant(s) must make such a request in writing to Landlord, and Landlord shall install the new locks as soon as convenient, all the costs thereof, plus ten percent (10%) administrative charge, to be charged to and paid for by the Tenant(s). Tenant(s) will receive all original keys from the Landlord and will not make additional duplicate keys. Tenant(s) must give the Landlord at least two (2) days notice of tenant(s)' intention to pick up keys at the commencement of the lease term. The Landlord will after the two (2) day notice, make such number of keys requested available to the Tenant(s), if the requested number are on hand, during regular business hours. All contractual financial obligations must have been met by all Tenant(s) on the lease before any keys will be distributed. Merely leaving keys with the landlord at the end of the term does not, by itself, constitute surrender and vacating of the premises. **NO DEPOSIT REFUND WILL BE MADE UNTIL ALL KEYS HAVE BEEN RETURNED.**

11. Damages to Premises

Damages, a dirty apartment, carpet cleaning, late fees, etc., will be deducted from the deposit. Before vacating apartment all items must be removed and apartment left clean; also, Tenant(s) is responsible for the hallways and stairways they use. Cost of damages more than the deposit is due immediately. If the premises are partly damaged by fire or otherwise, repairs shall be made by the Landlord as speedily as possible and without lapse or reduction of rent due and payable by Tenant(s). However, if the premises are destroyed, or so damaged by fire, or any other cause without any fault of the Tenant(s) or his visitors, invitees, or licensees as to render the premises unusable in the joint opinion of the Landlord and the Tenant(s), the Landlord, at its option, may either a) forgive payment of the proportionate part of the rent due from the date of such damage to the date the premises are once again tenantable, or in the alternative b) may elect to terminate this lease by giving the Tenant(s) five (5) days written notice thereof, in which case the lease shall terminate on the said fifth (5th) day and the Tenant(s) shall surrender the premises on, or before, that date and any future rent installment together with any unused portion of the security deposit shall be refunded to the Tenant(s) prorated to the date of such destruction or damage. No claim for compensation will be made by the Tenant(s) against the Landlord for any inconvenience or annoyance arising out of repairs or improvements made to the premises, or any part of the improvement in which the premises are a part at any time.

12. Repairs

Take proper care of the apartment and other site locations. Tenant(s) will notify Landlord of conditions requiring repairs. Tenant(s) will be liable for cost of repairs as necessitated by damage caused by failure to report these needed repairs to Landlord. The Tenant(s) shall pay for all repairs to the demised premises and/or for repair or replacement of its fixtures, appliances and appurtenances whenever such repairs are necessitated by damage which results from any act or omission, misuse, or neglect of the Tenant(s), his invitees, licensees, or visitors. Tenant(s) shall also pay for all repairs required as a result

of any burglary that is not reported to the police within 24 hours of the time that the Tenant(s) gains knowledge that a burglary has occurred. The Tenant(s) agree(s) that the fair and reasonable cost of such repair or replacement shall be determined by statements rendered by the Landlord to the Tenant(s) for sums actually expended by the landlord, plus a 10% administrative fee, if the damage is ascertained by the Landlord before the end of the lease term. The sum so determined shall be paid by the Tenant(s) to the Landlord upon demand therefore. The Landlord shall pay for all other repairs to the property.

13. Smoke Detectors

The Tenant(s) has noted that there is a working smoke detector(s) in the unit at the time the lease was signed. The Tenant(s) accept(s) responsibility to maintain the smoke detector(s) in good working order. Tenant(s) shall notify the Fire Department at 911 immediately if smoke detector sounds and notify the Property Manager as soon as practicable.

14. Pets

For the right to have pet(s) on the premises, the Tenant(s) will pay an additional non-refundable \$100 security deposit and an additional \$25 a month per pet.

The Tenant(s) are responsible for all damage including, but not limited to walls, floors, carpets, or stains that the pet causes, regardless of ownership of said pet, and agrees to restore the property to its original condition at their expense.

15. Attorneys' Fees; Other Fees

If any lawsuit, action, or other proceeding is brought under this agreement, or to establish the rights, duties, obligations or liabilities of any party to this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and legal costs and disbursements. Any attorneys' fee, legal costs and disbursements incurred by the Landlord in seeking legal assistance to secure monies past due, such as rents or charges for damages, or any other charges hereunder, will be chargeable to the Tenant(s) and may be deducted from any deposits or other monies of the Tenants) held by the Landlord to the extent such monies are available. Tenant(s) further agree(s) to be liable for any fines or penalties for violation of applicable law and municipal codes, ordinances and regulations when such violations are attributable to Tenant(s) or their guests.

16. Dispute Resolution

If any lawsuit, action or other proceeding is brought under this agreement or to establish the rights, duties, obligations or liabilities of any party to this agreement, the Landlord and Tenant(s) hereby absolutely and irrevocably waive(s) their rights to trial of any and all issues by jury and agree(s) instead to submit to the judgment and decision of the presiding judge or justice.

17. The following will not be allowed:

- a. No "Keg" parties. Any beer kegs observed on the premises (full or empty) will be a violation of your lease. This will be ground for termination of the lease by the Landlord, eviction of Tenant(s), with all final costs to be borne by Tenant(s).
- b. No "open parties" or large gatherings, especially in the front sidewalk area, at or near the apartment (see violation of lease/eviction above).
- c. No painting of the apartment without consent of the Landlord. The Tenant(s) shall make no changes or alterations, decorations, structural changes, or additions to or in said premises, and shall

not make any attachments to the walls, windows, ceilings, or facilities by any means other than thin nails, push pins, or thumb tacks. **USE OF ADHESIVES IS PROHIBITED.**

- d. No political posters, beer posters, or any other kind of poster is to be displayed on the building, grounds, or windows.
- e. No indoor furniture (such as couches, chairs, etc.) is to be on the outside premises of any building.
- f. No refuse, personal effects, or unsightly or hazardous items of any kind shall be placed on the exterior of the premises, or on the windows, porches, balconies, or other exterior structure pertaining to the premises.
- g. No one is allowed on the roof. No radio, or television wires, or aerials shall be installed on the roof or exterior walls of the building.
- h. The Tenant(s) shall neither place, nor permit any object or person, animal, or other thing on the fire escapes. Fire escapes, if any, shall be used only for egress in the case of emergency.
- i. The Tenant(s) shall not make any changes in or connection to the plumbing, heating, electrical, telephone, or television cable system. The Tenant(s) shall not use electrical extension cords to expand electrical outlets or sockets. Surge protectors are allowed.
- j. Tenant(s) agree(s) not to store any highly combustible materials, nor permit any open fires, or burn candles or incense on the premises.
- k. Cars and other vehicles shall not be parked on the lawn or any other place not specifically designed for parking. Mechanical work on motor vehicles and washing of same is prohibited. Landlord reserves the right to have vehicles towed away if obstructing any entrance or illegally parked. In parking lots, Tenant(s) must park in designated spot only.
- l. The Tenant(s) shall not use space heaters.

18. The Landlord shall pay any and all property taxes on the premises. The Tenant(s) shall pay for all telephone, internet, and television cable fees on the premises. It is the Tenant(s) responsibility to maintain utilities in their name for the full term of the lease.

TENANT(S) MUST CALL CINERGY (421-9500) AND CINCINNATI BELL (565-2210) TO REQUEST ELECTRIC/GAS AND TELEPHONE SERVICE HOOK-UPS FOR APARTMENT. TENANT(S) MUST NOTIFY LANDLORD WHEN THIS HAS BEEN COMPLETED AND PROVIDE PHONE NUMBER FOR THE APARTMENT

Utilities paid by the tenant(s) are:

- Gas Stove Heat Electricity Water/Sewer

Tenant(s) agree(s) to maintain a **minimum** temperature of at least 55 degrees Fahrenheit in all areas of the residence at all times (including long break periods) to prevent damage to the building and its systems. Failure to maintain temperature will result in the Tenant(s) liability for all resulting damages.

19. Whole Agreement

This agreement is the whole, entire, and final agreement with respect to the lease of the subject premises and nothing said by the Landlord or the Tenant(s) either before or after execution of this lease is, or will be, binding on either party. Any and all changes to this lease must be written and signed by both the Landlord and Tenant(s) to be valid and binding.

RULES FOR ENDING AGREEMENT

1. Surrender

The Tenant(s) will give up to the Landlord the premises, its appurtenances and appliances and any other personal property belonging to the Landlord at the termination of this lease by lapse of time or otherwise, in as good condition as when taken, excepting only ordinary wear arising from proper usage. If the premises require additional cleaning after the Tenant(s) has moved out of and cleaned the premises, the Landlord will, at his discretion have the apartment cleaned to prepare it for the next Tenant(s). Landlord will deduct from Tenant(s)' security deposit cleaning charges at the rate of \$30.00 per hour. Landlord may further deduct from Tenant(s) security deposit other charges as any is necessary including, but not limited to, the cost of painting and shampooing/deodorizing the carpets. If the unit and/or its finishes require cleaning, deodorizing, painting or replacement due to smoke smell/film, or any other contaminant, all such costs will be passed through to Tenant(s) by deduction from Tenant(s) security deposit and/or direct invoice.

2. Delays in Vacating; Damages

The Tenant(s) will be responsible for and agrees to pay to the Landlord all costs incurred by the Landlord due to any delays by the Tenant(s) in vacating the premises at the end of the term of the lease, including, but not limited to attorney's fees and court costs. Notwithstanding such provision, the Tenant(s) agree(s) not to remain in the premises after the end of the term of the lease without the written approval of the Landlord. The Tenant(s) agree(s) that for each day the Tenant(s) stays in the premises after the term of the lease has expired, a charge of twice the prorated daily rent under the lease will be made, and Tenant(s) agree(s) to pay same. In addition, the Tenant(s) agree(s) to pay any and all charges for housing the new Tenant(S) for the premises, during such time as the Tenant(s) hold over beyond the original lease term. Not withstanding anything to the contrary contained in this section, the Landlord may accept any and all payments from the Tenant(s) after the end of the lease term, and no new lease term will thereby be created. No new lease term may be created, except by written instrument signed by the Tenant(s) and the Landlord. Nay such payments received shall be applied to any and all charges permitted under this lease.

3. Storage (Personal Property Left on Premises)

All personal property placed in storage on the premises shall be clearly marked with the Tenant(s)' name. The Tenant(s) assume(s) all risk of loss of any such personal property stored anywhere in the demised premises or it's immediately vicinity. Any such personal property not so marked with the Tenant(s)' name or left in storage after termination of this lease, shall be deemed trash, and the Landlord may dispose of same as he sees fit without further notice or obligation to the Tenant(s). Any personal property brought onto the premises which shall not have been removed at the termination of this lease, shall be deemed to be abandoned property and may either be retained by the Landlord as its property, or may be disposed of by the Landlord in any manner the Landlord deems appropriate.

20. Re-Renting

Tenant(s) agree that Landlord may show apartment to prospective client(s). If access is not allowed or the apartment is too messy/dirty to show, Tenant(s) must pay lease payment for a period of one month, or until leased (whichever is less) after moving out.

21. Forwarding address

Name, full address and telephone number of person(s) who will know your address or who can receive mail for you after you have moved from this apartment or be notified in case of emergency.

I (we) agree to all terms stated in this lease and any addendums:

Landlord Signature

Tenant #1 Name *(please print)*

Signature

Address, City, State, Zip

SSN

Phone

E-Mail

Tenant #2 Name *(please print)*

Signature

Address, City, State, Zip

SSN

Phone

E-Mail

Tenant #3 Name *(please print)*

Signature

Address, City, State, Zip

SSN

Phone

E-Mail

Tenant #4 Name *(please print)*

Signature

Address, City, State, Zip

SSN

Phone

E-Mail

Tenant #5 Name *(please print)*

Signature

Address, City, State, Zip

SSN

Phone

E-Mail

Tenant #6 Name *(please print)*

Signature

Address, City, State, Zip

SSN

Phone

E-Mail