

Rental and Security Deposit Agreement

The term Renter is used below to refer to all renters (singular or plural) entering into the Rental and Security Deposit Agreement

Summary:

- **Location:** 3003 Junietta Ave, Cincinnati, 45211
- **Rental Term: Start date:** _____ **through** _____.
- **Monthly rent:** \$ _____
- **Property Management:** Property Investments of Note, LLC.
- **Management mailing address:**
 - **9463 Chardon Circle #211**
 - **West Chester, OH 45069**

Rent: The Management and the Renter agree that Renter will rent the property for the term stated above. Monthly rent is due on the 1st of the month (**the due date**). If full rent is not received by mail or in person by the Management by the 5th of the month, then beginning on the 6th of the month and continuing until and including the day rent is received by the Management, a penalty of \$10.00 per day will be added. The Renter is responsible for any legal fees incurred by Management in the process of collecting delinquent rent. Days of the month specified in this paragraph are firm regardless of whether or not the day falls on a scheduled mail delivery day. It is the renter's responsibility to ensure rent arrives on time based on scheduled mail service. Extensions are only granted when the US postal service cancels service due to weather or other emergency. "Received" is determined by post mark date for mailed rent or dated receipt for rent received in any other manner. Management is not obligated to meet with Renter to accept rent in person. Due to personal safety management is not obligated to accept cash.

Notice: Either party may terminate this agreement by giving written notice to the other party at least 30 days prior to the intended final date of occupancy.

Unless either party has given 30 days' notice to terminate tenancy the term of this lease shall AUTOMATICALLY RENEW for an additional period of one month.

Management agrees not to increase the rent for a period of ____ months. Notice of any subsequent increase will be given no less than 30 days prior to the start of a rental period.

When rented to more than one person, each Renter is responsible for the entire rent. That means if one Renter cannot pay, the other Renter is responsible for the entire amount. Unless stated otherwise in writing:

Renter's initials signify the above sections have been reviewed with the Management and renter understands the content of these sections: _____.

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All money received from Renter is first applied to any past due balance on Renter's account, including but not limited to: unpaid rent, late fees, unpaid damages, charges or fines. If the balance of money received is insufficient to cover the rent due by the due date, late fees will be charged as explained above.

Occupants: This unit is rented to ____ person(s). No other people may reside in the unit without the Management's written permission.

The names, birthdates and relationship to Renter of all people residing in this unit are:

Name	DOB	Relationship to Renter
_____	___/___/___	_____
_____	___/___/___	_____
_____	___/___/___	_____

Renter agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any person not listed above to live on the property. Renter is prohibited from offering this unit on Airbnb or similar subletting or rental services. Renter may not have overnight visitors for more than 7 consecutive nights nor for more than 7 nights in any 30 day period without written permission from Management.

Bad checks: For any checks which cannot be cashed (due to insufficient funds, for example) a \$75 penalty will be added and such checks must be replaced by cash, money order or certified check within 24 hours of notification of the bad check. If payment is not made within 24 hours of notification, an additional \$10.00 penalty will be added every 24 hours until payment is made. If a payment is not made within 48 hours of notification, Management may begin eviction proceedings and warrant will be issued, when appropriate, for the check writer's arrest. Future rent payments must be made by cash or money order at the discretion of the Management.

Pets/animals: No animals, whether the Renter's or Renter's guests', are allowed on the property without the Management's written consent. If Renter violates this provision of the lease, Renter shall pay Management a **fine of \$50 per day** beginning on the day the animal is determined to be/have been on the property and continuing every day the violation continues. In addition, if Management finds Renter or Renter's guest has an animal on the property without Management's written consent, Management can, at its discretion terminate the lease by giving **three days' notice** and/or remove the animal or cause the animal to be removed to an animal shelter at Renter's expense. Renter hereby agrees to hold Management harmless for any injury that may occur to animal while on the property or in the process of removal or subsequent to removal.

Renter's Property: Management shall not be liable for any loss of Renter's property for any reason. Renter acknowledges that Owner's insurance does not provide coverage of

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renter's liability or property. If Renter desires insurance for liability and/or coverage of his/her property, Renter is encouraged to purchase renters' insurance.

Items left behind after renter vacates property will be considered abandoned property. Renter waives all rights to abandoned property. Management may dispose of abandoned property at its discretion. Renter is responsible for the cost of disposing of abandoned property.

Damage/Maintenance: Damage caused by rain, hail or wind as a result of leaving windows or doors open, or breakage of glass whether caused by abuse or neglect, is the responsibility of the Renter.

The Renter agrees to notify Management immediately in writing of any dangerous or defective conditions observed on the property. If Renter fails to do so, Renter is responsible for all injury or mishap caused by the dangerous or defective conditions. Renter is obligated to take reasonable steps to minimize risk of damage or injury. Management shall not be liable for any injury or damage to persons or property from any cause unless such damage shall be adjudicated to be a deliberate or negligent act by Management.

Renter agrees to pay the total cost of any repair that is above normal wear and tear and is caused by Renter or Renter's guests within 5 days of presentation of a bill by Management for damage repair. Any damage not noted in the Record of Condition of Unit (to be completed at move-in and returned to Management within 2 business days) which exists when Management makes the final inspection at the termination of occupancy will be charged to Renter and may be deducted from the Security Deposit.

Plumbing: Management warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, feminine hygiene products, excessive toilet paper, paper towels, excessive hair, grease, oil, table scraps, toilet and cleaning wipes (**including those advertised as flushable**), etc. Should a licensed plumber determine that a stoppage was caused by Renter, Renter shall be responsible for the cost of remediation.

Behavior: Renter agrees to behave in a responsible manner, to considerate of other tenants and neighbors. Renter agrees to refrain from using abusive or foul language in common areas and in private areas if it can be heard outside the private area.

The Renter is responsible for the behavior of their guests. Repeated complaints from neighbors, other tenants or police due to Renter or Renter's guests may be cause for eviction.

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Renter is responsible for any fines, fees or charges levied against the property by any government body or agency due to the action of the Renter or Renter's guest.

Noise that is loud enough to be heard in a neighboring apartment or property when the doors and windows are closed is too loud. This is especially true between the hours of 10 p.m. and 8 a.m.. No laundry activities may be performed in multi-unit dwellings between 8 p.m. and 8.a.m..

Disagreements between Renters or Renters and their neighbors are to be resolved by the parties involved. The Management does not provide mediation. Note, however, that violations of the terms of the rental agreement (for example, noise) are cause for terminate of lease and/or eviction.

This property has been designated a non-smoking property. No smoking is allowed ANYWHERE inside or within 20' of the building.

Pests: To keep pests at bay, no bird or animal feeders are allowed on the property without written permission of Management.

Vehicles: Cars or other vehicles that are inoperable, have expired tags, or which are not used weekly may not be kept in the driveway. No vehicle may be parked in the grass. No automotive repair (including oil changes) may be performed on the driveway, in the yard or garage.

Renter is authorized to park: Left side (when viewed from outside the garage and facing garage doors) of doupble garage. On the driveway even months beginning noon 1st day of even month ending noon 1st day of odd month

Vehicles:

License Plate # _____ State _____ Make _____ Year _____

Color _____ VIN _____

License Plate # _____ State _____ Make _____ Year _____

Color _____ VIN _____

Alterations: No interior or exterior redecoration, alteration or permanent attachments are permitted by the Renter without written permission of the Management. No adhesive materials, other than those specifically designed for walls or ceilings, may be affixed to walls or ceilings. A good rule of thumb is: if it's larger or heavier than a photo frame it needs prior approval.

No lock removal, installation or modification is allowed without the Management's written permission.

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No car washing is allowed and no plumbing device may be altered or replaced without Management's written permission.

In this property, the listed utilities are paid as follows:

water owner Unit gas & electric owner Internet/wifi: owner
Trash owner security system na

It is a violation of the lease to disconnect, modify or in any way interfere with the internet or wifi service.

Notice of Entry:

- The Management agrees not to enter the Renter's unit without giving a 24-hour notice except in case of an emergency. In the case of an emergency Management may enter immediately and without notice.
- Management will not enter a unit for any reason if a minor is present unless an adult is also present. If maintenance is scheduled, tenant is responsible to ensure the property is vacant or an adult is present.
- If Renter refuses reasonable access, Management may obtain injunctive relief to compel access or terminate the lease. In either case, Management may recover actual damages sustained and reasonable attorney fees.

Business: No business of any nature shall be carried on or conducted in the unit or on the grounds without written permission of the management if such business involves others entering the property. Yard sales, garage sales and the like are prohibited without written permission of the management.

Miscellaneous: Porches and balconies may not be used as an additional storage area. The only items permitted on the porches or balconies are plants and porch/patio furniture. Renter shall not hang clothing or other items on porch or balcony rails.

No grilling or fire pits (chimneas and similar devices) are permitted on the property.

Gas, oils, or any flammable material and all hazardous materials must be disposed of properly, safely and legally. No such material is permitted to be stored in any dwelling unit or in the common area (including garage or storage locker) of a multi-family unit.

In properties where laundry appliances are provided by the Owner, or in properties where water is paid by the Owner, laundry facilities are for Renter's use only.

Only names of Renters listed on the lease may appear on mailboxes.

Swimming pools, trampolines and devices which may be considered an attractive nuisance are not allowed on the property.

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Renter agrees not to affix or suspend any advertisements or notices upon or from any part of the unit or premises without the prior written consent of the Management.

Renter agrees to comply with all building and housing codes affecting health and safety.

Security Deposit: The full security deposit will be returned to the Renter subject to applicable government laws and based upon the following conditions:

- Renter has occupied the premises for the full time period stated in Rental and Security Deposit Agreement, or its subsequent Extension/Modification.
- Renter has given proper notice as stated above.
- Renter must leave the premises in a clean condition.
- Renter and Renter's guests have caused no damage other than normal wear and tear. Renter is responsible for all damage not listed on the Record of Condition of Rental Unit completed by Renter and returned to Management within 2 business days of move-in.
- Renter has returned all keys and garage door opener controls to Management.

Renter **may not** use any of the Security Deposit as the last month's rent or for any other expense prior to the end of the rental term.

For a multi-tenant lease, if one or more Renter(s) vacate(s) but one or more remain(s), the full security deposit remains with the remaining Renter(s) and will be made payable to the last vacating Renter(s) regardless of who paid the security deposit. Disputes among Renters regarding security deposit must be worked out among the Renters.

Within 30 days of Renter vacating the property, a final statement will be sent to the Renter's forwarding address if provided, otherwise to the Renter's last known address. If a refund of security deposit is due, it will accompany the statement. If Renter owes a balance, a 2% service fee per month will be charged on all accounts 30 days past due. Renter is also liable for all legal and collection fees.

The undersigned acknowledges receipt of the preceding rules and regulations and agrees to abide by them. Failure to comply with the terms of this rental agreement is grounds for eviction. This agreement is binding upon Renter(s), Management, their heirs and assigns.

Renter _____ Date: _____

Renter _____ Date: _____

Agent: _____ Date: _____

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