

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:** _3001 Junietta_____
- **Rental Term: Start date:** on or before _____ **Duration:** ___ month(s) _____(through)____ **Note: if duration is 1 month, lease is “monthly”.**
- **Monthly rent:** \$__. Management agrees not to increase the rent for a period of _12__ months. Notice of any subsequent increase will be given no less than 30 days prior to the start of a rental period
- **Property Management:** **Property Investments of Note, LLC.**
- **Management mailing address:**
 - **9463 Chardon Circle #211**
 - **West Chester, OH 45069**
- **Rental and Security Deposit Agreement Requires Co-Signer?** **n**
 - **If “Y” this Rental and Security Deposit Agreement becomes complete and enforceable only after being signed by Renter and Owner/Agent AND upon acceptance by Owner/Agent of a Co-Signer Agreement.**

Rent: The Management and the Renter agree that Renter will rent the property for the term stated above. Monthly rent is due on the **first** of the month. The Management may, at its option, decide after the **first** of the month that rent is due, to refuse any rent and begin eviction proceedings. If full rent is not received by mail or in person by the Management by the **fifth** of the month, then beginning on the sixth of the month and continuing until and including the day rent is received by the Management, a penalty of \$25.00 per day will be added. The Renter is responsible for any legal fees incurred by Management in the process of collecting delinquent rent. If full rent is received or postmarked **prior** to the 1st of the month, and renter is current in rental payments, renter will receive a credit on the **following** month’s rent in the amount of \$10 dollars. 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. It is the Renter’s responsibility to ask for and obtain a receipt for rent paid other than by US mail. Due to personal safety management is not obligated to accept cash for rent.

If tenancy begins on or after the 10th of the month the tenant has the following options:

- (A) pay either the first two month’s rent prior to obtaining access
 - (B) paying the second (full) month’s rent prior to obtaining access and paying the first (partial) month’s rent on or before the 1st of the following month.
- ☐ Tenancy begins on or after the 10th of the month the Renter hereby chooses option: ___. Renter’s initials: _____

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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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:

Move in time is any time after 8 a.m. on the first date of tenancy.

Move out, including cleaning, must be completed by 5 p.m. on the last day of tenancy.

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, or unpaid utility charges for which the tenant is responsible but for which Management may be billed. 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.

Notice: Unless mutually agreed to in writing, tenancy ends on the last day of the month. Either party may terminate this agreement by giving written notice to the other party before the 1st day of the last month of tenancy. For example: If tenancy is to end on June 30th, notice must be given no later than May 31.

Early Termination by non-military personnel: Should the Renter fail to occupy the premises for the agreed-upon time period, the Renter shall be liable for:

1. The cost of restoring the premises to **"move in"** condition if they have not done so prior to vacating **plus**
2. Up to 30 days' rent to cover the time the property is vacant during restoration

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

The names and birthdates, Social Security numbers (for occupants age 18 and over), and relationship to Renter of all people residing in this unit are:

Name	DOB	SSN	Relationship to Renter
_____	__/__/__	_on file_	_____
_____	__/__/__	_on file_	_____

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,

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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 discovered 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 by fire, theft, breakage, burglary, or for any other reason, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections.

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.

Renter's Property/Insurance: 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 renter's liability or property. Renter is required to purchase and maintain liability insurance covering you and your guests for personal injury and property damage you or your guests cause to third parties (including damage to our property), in a minimum policy coverage amount of \$100,000 from a carrier with an AM Best rating of a B+ or better, licensed to do business in Ohio. This policy must list 3001 Junietta Ave., Cincinnati, OH 45211 as the insured's residence.

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 maintain a sufficient amount of heat in the unit to prevent pipes from freezing under normal conditions.

The Renter is responsible for any legal fees incurred by Management in the process of collecting monies for damages.

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The Renter is responsible for replacing light bulbs in their units.

The Renter agrees to notify Management immediately in writing of any dangerous or defective conditions 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 10 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. Renter is responsible for any stoppages unless it was caused by mechanical failure of the plumbing system. If the system becomes clogged Renter is responsible for notifying management who will call a plumber of its choice to clear or repair the problem at Renter's expense. Renter agrees to pay for cleaning the drains of any and all stoppages except those for which the plumber, who is called to clear the stoppage, will attest in writing were caused by defective plumbing, roots or acts of God. No reimbursement will be made for charges not pre-approved by management.

Management is responsible for lawn maintenance. In single family properties, Renter is responsible for snow removal. In multiple family properties, management is responsible for snow removal. In all properties, Renter agrees to exercise caution and good judgment when walking or driving on pavement and steps during snowy and icy conditions.

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. Should Management at any time deem the tenancy of the Renter undesirable for reason of objectionable or improper conduct on the part of the Renter or his/her guests or by Renter or guests annoying or disturbing other Renters or neighbors, the Management shall have the right to terminate the lease by giving the Renter 30 days written notice to vacate the premises.

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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.

If the Management is cited under a municipality's nuisance ordinance, and that citation is the result of the behavior of Renter or Renter's guests, the Management shall have the right to terminate the lease and file for eviction.

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.

In multi-unit dwellings, possession of open containers of alcoholic beverages is strictly prohibited anywhere on the property except in the Renter's unit or on Renter's private balcony or porch.

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 eviction.

This property has been designated a smoke-free, vape-free property. No smoking or vaping of any product is allowed ANYWHERE on the property. Marijuana cannot be grown anywhere on the property.

Pests: Unless otherwise noted on Move In Checklist, Renter acknowledges that the unit is free of pests (rodents, insects, etc.) at the time of occupancy. Pests reported to Management within 10 days of occupancy will be addressed by Management. After 10 days the tenant is responsible for pest remediation. Should Management become aware of the need for pest remediation anytime after 10 days of occupancy by Renter, Management shall order pest remediation and bill Renter for said remediation. Note: 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: Rightmost garage. Driveway odd months beginning noon 1st day of month ending noon 1st day of next month

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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. **This includes, but is not limited to dish antennas and curtain rods. Renter may not alter cable or internet fixtures or settings without Management's written approval** Tacks, nails, or other hangers nailed or screwed into the walls or ceilings must be removed and their holes patched at the termination of tenancy. 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.

In properties where the Owner pays for water, no car washing is allowed and no plumbing device may be altered or replaced without Management's written permission. This includes showerheads and faucet aerators.

In properties where internet and wifi are provided by Management it is a violation of the lease to disconnect, modify or in any way interfere with the internet or wifi service.

Utilities: Water, gas, electric, security systems and trash (unless trash removal charges are included in property taxes) and are to be paid by the Renter unless stated otherwise. Water bills must be kept current. Failure to keep water bills current is a violation of this rental agreement and is grounds for eviction. In this property, the listed utilities are paid as follows:

water	owner	Unit gas & electric	<u>resident</u>
Trash	<u>owner</u>	security system	na

Utilities listed above which are paid by Renter must be switched into Renter's name on the date occupancy begins. Failure to make the necessary arrangements with the utility companies will result in charges added to the second month's rent in the amount of \$15 for every day gas and electric remain in the Owner's name and \$5 for every day water remains in the Owner's name.

Appliances: The Management is responsible for providing and maintaining all attached/built in appliances (garbage disposal, dishwasher, furnace, central air, etc.) on the premises, in addition to the following: Microwave, Range, Refrigerator, Gar door opener(1), Washer& Dryer(shared)

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.

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- Upon notice by the Renter of Renter's intent to move, or upon notice by Management to the Renter that the property is being offered for sale, Renter will allow reasonable access for the property to be shown. Renter will be given a minimum of 24 hour notice of showings, which will occur between the hours of 9 a.m. and 7 p.m., Monday through Friday and 10 a.m. to 4 p.m. Saturdays. Failure to provide reasonable access for showings is a breach of contract and may result in forfeiture of the security deposit.
- 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.

The Management may perform 2 periodic inspections per 12 months at any time to detect items needing repair and/or preventative maintenance. The Renter will be given 24 hours notice of such inspections.

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.

Criminal Activity: No criminal activity is to be conducted in the building or on the property by Renter or Renter's guests.

Any use, distribution or possession of illegal drugs by Renter or by Renter's guest while on the premises, is grounds for termination and eviction.

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.

Clothing hung outside to dry may only be hung on wash lines approved by Management.

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.

Management is not obligated to provide locked-out services. Renter is advised to secure a spare key in a lockbox outside the unit.

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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 must leave the premises in “**move in**” clean condition, including any part of the building or yard they have used during their occupancy.
- Renter has removed all trash from property. Trash may not be left in trash cans for subsequent pick-up by trash collector. Management is not responsible for hauling Renter’s trash to the curb.
- 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 paid all final bills for services for which renter was responsible (water, trash, etc) and which can be levied against the property or property owner.
- 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 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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ADDENDUM FOR DRUG-FREE HOUSING

This agreement is subject to all terms and conditions as stated in the rental agreement for address: _____ with a begin date of: _____ between, tenant and Management and shall be attached to the rental agreement as an addendum.

In consideration of the execution or renewal of a rental agreement of the dwelling unit identified in the rental agreement, Management and Renter agree as follows:

1. Renter, any member of the Renter's household, or a guest or other person under the Renter's control shall not engage in criminal activity, including drug-related criminal activity, on or near premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C.802)).
2. Renter, any member of the Renter's household or a guest or other person under the Renter's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
3. Renter or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location whether on or near the premises or otherwise.
4. Renter, any member of the Renter's household or a guest or other person under the Renter's control shall not engage in acts of violence or threats of violence including, but not limited to, the unlawful possession or discharge of firearms on or near the premises.
5. The Renter understands and agrees that if there are any court approved search warrants issued for the above-described premises, that it will cause an automatic breach of the rental agreement and the Management may seek eviction based upon that occurrence. It is further understood that no arrests or convictions need to occur prior to a breach of the rental agreement pursuant to this paragraph, just the judicial determination of probable cause to believe that some form of criminal and illegal activity has occurred will be deemed sufficient for such breach.

Renter

Date

Renter

Date