



Park Place Real Estate

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This agreement is made between _____, also known as tenant, lessee, and Park Place Real Estate, also known as owner, landlord, lessor, for the premise known as _____ in the City of Oxford, County of Butler, State of Ohio, to be used and occupied by the tenant as a private residence and for no other purpose.

The term of this rental agreement shall commence _____ and end _____ at a total rent of _____, payable as follows: _____ due on the first day of each month. The first payment shall be pro-rated in the amount of _____. Payments shall be made in cash, check or money order and payable to: **Park Place Real Estate**. The tenant hereby agrees that they are jointly and severally liable for the performance of all obligations created by this contract or imposed by law. Each tenant guarantees the faithful performance of this contract by all other tenants.

SECURITY DEPOSIT

A deposit of _____ is to be paid when this agreement is signed. Said deposit is to be retained by the landlord and cannot be applied toward any rent payment, but may be used by the landlord as partial damages in the event of default.

- a. Any breach of the agreement will result in forfeiture of the deposit and eviction from the premises by a three day notice with collection of all rent due under the terms of the agreement.
- b. After the termination of this agreement, the security deposit shall be returned to the tenant less any amounts due for damages suffered to the premises and less any other amounts due the landlord as herein agreed within 30 days of vacating the premises, provided the tenant gives the landlord an address to which this report and deposit may be sent.
- c. If the tenant does not provide the landlord with a forwarding address, then the landlord will keep the deposit on file for 60 days. After 60 days, if the tenant does not contact the landlord for the return of their deposit, then it will be forfeited.
- d. All keys are to be returned on your final day of renting. The property is to be left in a clean and rentable condition otherwise you will be charged for restoration. The landlord will automatically have the carpets professionally cleaned after the tenant vacates the residence and deduct this cost from their deposit. All other deductions shall be itemized by the landlord and delivered to the tenant with the balance due, if any, of said deposit within said 30 day period.

DELINQUENT RENT PAYMENTS

If your rent is not paid on the first of the month you shall pay a delinquent charge of \$50. If your rent is more than seven days due, you will pay a delinquent charge of \$100. There will be a \$45 charge for returned checks. There will be a \$45 charge to let tenants into their residence if they are locked out.

USE AND OCCUPANCY

You shall personally use the premises solely as a private dwelling for the people named herein. Additional occupants require written consent of owner. You shall use the premises in such a manner as to comply with all local, state, and federal laws and shall not use the premises or permit it to be used for any disorderly or unlawful purposes. Tenant agrees to not intentionally or negligently destroy, deface, damage, or remove any fixture, appliance, utility, or other parts of the premises.

- a. Tenant shall not commit or permit any act which will unreasonably interfere with the rights, comforts, or convenience of other tenants.
- b. Tenant shall not allow guests to stay upon the premises more than seven days per month without written consent of owner.
- c. Tenant or guests shall not cause excessive noise or disturbance at any time. No loud music or television before 8am or after 10pm.
- d. Tenant agrees to operate all fixtures, including electrical and plumbing fixtures, properly.
- e. The stairways, entry passage halls, public corridors, and sidewalks shall not be obstructed by the tenant, or used by them for any purpose other than ingress or egress. Tenants also shall not store possessions (i.e. bikes) in these areas.
- f. Waterbeds are not permitted without approval of the landlord.
- g. Vehicles are not permitted in yard. Inoperable vehicles are not permitted on the premises.
- h. Tenant shall be responsible for replacement of smoke alarm batteries, fire extinguishers and burnt out light bulbs.
- i. Tenant shall be responsible for general housekeeping of the property including the removal of mildew and minor pest control.
- j. Tenant shall use shower curtain liners and use them properly.

RENTER'S INSURANCE

Tenant agrees to carry renter's insurance. Landlord shall not be liable for any loss or damage to tenant's property that is not due to the landlord's negligence. Nor shall the landlord be liable for any act of negligence by any other tenant or other persons no under the landlord's control. Tenant is liable for damages to the leased property in the even the tenant is negligent and causes damage.

UTILITIES

- a. The tenant agrees to pay for and put all utilities in their name. Exceptions: _____
- b. Tenant shall under no circumstances turn the heat off completely or set the thermostat lower than 60 degrees. The cost to repair any damages caused by freezing pipes will be the tenant's responsibility.
- c. Landlord will pay for any homeowner association fees.

WASTE REMOVAL

Tenant shall maintain the premise in a safe and sanitary condition. Tenant is responsible of and shall dispose of all garbage and other waste in a safe,

clean, and sanitary manner. No garbage shall be placed on porches, concrete pads, patios, common stairwells, etc.

FIRE PREVENTION

Tenant shall not engage in any act which would violate or increase the fire insurance policy on premises.

SNOW AND ICE REMOVAL

Tenants are responsible for their own snow and ice removal from sidewalks, decks and patios, garage driveway, etc.

PETS

No pets shall be allowed without the written consent of the landlord. Failure to receive written consent by the landlord will constitute a breach of this agreement and the tenant could be evicted from the premises and their deposit forfeited.

- a. Landlord provides written consent that the tenant may house _____(# of pets) _____(type of pet) for a monthly fee of _____.

SUB-LETTING

Tenant may not sublet or assign this lease without written permission of the landlord. With written request by the tenant, the Landlord will assist the tenant in finding a suitable sub-lessor. If the landlord is successful in finding a sub-lessor, then there will be a \$200 leasing fee per sub-lessor.

ENTRY AND WAIVER

After 24 hours notice, you grant us, police, and fire authorities the right to enter said property to inspect, show or make repairs, additions, or alterations as may be necessary for the safety, comfort, and preservation of the building. Lessor may enter the leased property without notice to tenant in the event of an emergency, maintenance related or not. A request for repairs by any tenant named in this lease, shall be deemed a waiver to enter the premise upon the signing of this lease agreement.

ALTERATIONS

Tenant shall not remodel or make any structural changes to the premises, nor shall you attach or remove any fixtures, locks, wires, cables, or TV antenna. Tenant shall not paint the said premises without the approval of the landlord. Tenant shall only use spring rods to hang curtains. The landlord has the right to not permit any or all tenant possessions located outside or on the exterior of the property. This includes, but is not limited to, inappropriate lawn/deck furniture, baby pools, decorations, flags, bicycles, ornamental light strings, etc. The landlord also has the right to not permit inappropriate window treatments in any of the windows/doors of the property.

REMOVAL OF PERSONAL PROPERTY

If after violation of any provision of this agreement and/or you move out and fail to remove any of your personal property, then the personal property shall be deemed abandoned.

MAINTENANCE REPAIRS

Lessor will repair the premises with reasonable promptness when caused by forces beyond your control. If you believe a repair is needed, please call (513) 523-2015. For emergencies please call (513) 839-0354. Owner is not responsible or liable for damage or loss of your personal property stored in or outside the premises. Tenants are strongly encouraged to acquire renters insurance.

SEVERABILITY OF PROVISIONS

If any part of this Lease for any reason is declared invalid or unenforceable, this decision shall not affect the validity of the remaining portion. The remaining portion shall remain in force and effect as if this Lease had been executed without the invalid portion. Ohio law shall govern this Lease.

NO VERBAL AGREEMENT

While we may explain the terms of this lease to you, nothing we say changes or modifies the terms of this written lease. No verbal statements made by us, our agents or employees are part of this lease. This written lease sets forth our entire agreement.

LEASE RENEWAL

This lease does not automatically renew. The landlord will notify the tenant if the lease is renewable. Month-to-month leases can only end on the last day of a month provided the tenant has submitted the landlord with a 30 day written notice before the 1st day of that month. Month-to-month leases can not end in the beginning or middle of the month.

I/We, the undersigned, jointly and severally guarantee that we are of 18 years of age or older and have read and understand the terms of this lease and intend to become legally bound upon execution of this lease and have or will receive a copy of this agreement. We have inspected the premises personally and accept its condition "as is." We agree by signing this lease that we read the lease thoroughly and completely and if we did not understand any of the terms or conditions of this lease, we consulted or had the right to consult an attorney or someone who could explain what we were signing.

Tenant agrees to deliver said premises at the expiration of this lease in as good order and repair as when first occupied.

Tenant #1 Date

Tenant #2 Date

Landlord Date