

Clifton Housing Rental Lease and Agreement

Made at Cincinnati, Ohio, this _____ day of _____, 20____, by and between BENJAMIN TEPPERBERG, landlord/trustee, and

Tenant Names: _____

Total number of persons to occupy premises: _____

Premises address: _____

Services furnished: _____

Equipment furnished: _____

Monthly Rent: _____ (\$ _____) due and payable in advance by online payment through **Innago.com**. Cash and checks not accepted. Contact Dave Spooner at 513-572-1654 for assistance.

The tenant hereby deposits the sum of \$ _____, as a guarantee for the faithful performance of all the terms of the within agreement, which sum landlord agrees to refund to the tenant, after vacation of the premises, at the expiration of this agreement, or any renewal thereof, providing that all of the terms of this agreement have been complied with, less any deductions and/or rent in excess of said sum. Tenants are responsible for paying water bill up to the move-out date. Landlord will pay any remaining water bill balance and deduct it from the tenants' deposit.

The within premises are hereby rented for a period of _____ months, commencing August 5th, 20____, and ending July 31st, 20____. There will be no proration of the rent for the month of August. Energy (Duke) and water (GCWW) utilities **MUST** be transferred to a tenant's name by the last business day in July prior to move-in.

Landlord shall not be liable for theft of, nor for any damage to, personal items, whether occasioned by building breakdowns or failures, including those relating to HVAC equipment, plumbing, gas, water, steam, fixtures, or sewage, or from the acts or neglect of other tenants of the building, or from acts over which he has no control. Move-in can begin at 9am EST on the first day of the lease period. Necessary repair requests, including issues existing upon move-in, and pest issue notifications will be made **PROMPTLY** by the tenants, to either landlord or to management. Cleanliness issues, abandoned personal property by previous tenant, missing bedroom keys, or remaining damage-related repair issues not made known to the landlord within seven days after move-in become the responsibility of current tenants, both in the remedy of and in regards to future security deposit disputes. Move-out and move-in instructions, provided via text message or CliftonHousing.com website, must be dutifully followed by tenant.

Tenant agrees, upon vacating the premises, to deliver the keys by **5pm EST** on the lease end-date to the landlord or management, and to leave the premises in clean condition. Reasonable wear and tear, unrelated to cleanliness, is accepted by landlord. Any necessary cost or expense for cleaning, for damage caused by the tenant, or to replacing missing keys, is to be deducted from the deposit, charged to the tenant, or both. Bedroom keys must be left inside their doorknobs upon move out. Tenants must leave City-approved garbage cans empty upon move-out, or be charged to the security deposit for the expense of emptying them. Tenant agrees to release landlord of any liability arising from the disposal of furniture or any personal items deemed abandoned after move-out. Outgoing tenants are not allowed to sell or leave behind items in or on the property for incoming tenants. If tenant does not vacate the property by lease end-date deadline, prorated rent plus \$500.00 per day penalty will be assessed for each holdover day.

No Pets. If a dog, cat, or other animal is seen on the premises at any time, a \$300.00 monthly charge retroactive to the start of the lease must be paid, for each pet found. Tenants are also liable for damages caused by pets, approved or otherwise. **No Smoking.** Landlord agrees to provide smoke detectors at all levels of the premises. Tenant waives any right to fire liability cause of action, property or otherwise, if tenant removes or discards smoke detectors. Tenant is responsible, if renting a house, for the garbage, sidewalk, snow and ice removal, and yard, including mowing grass, trimming bushes, and removing any litter, and must pay all tickets from the failure to conform to the law. Portable space heaters of any kind are not allowed on the property, and landlord accepts no responsibility from these prohibited items. Furnace filters must be changed by tenants at least every 3 months to improve HVAC performance, prevent damage to the heating/cooling system, avoid filter-related service calls, and to save on energy costs. Tenants will be charged for service calls arising from neglected furnace filters. Tenants are also responsible for cleaning filters on any window a/c units provided by landlord, and do not hold him liable for mold growth as a result of neglect.

Tenant agrees not to remove any fixtures or appurtenances or cause same to be removed from the premises, or drive any nails or screws into the walls or woodwork without written consent from the landlord. Tenant is not allowed to make any alterations to the house or apartment, including any repairs, painting, or installation of door locks or other security and/or privacy measures, unless previously approved of by the landlord or management in writing. Tenant agrees to abstain from any unlawful or criminal activity on or around the property, or use the residential property for commercial purposes by engaging in business activity.

No music or noise shall be permitted on the premises which shall be objectionable to the landlord or to any occupants of said building. Tenants are not allowed on rooftops, fire escapes, or porch roofs without an emergency. Evidence including footprints, beverages, cigarettes, or chairs on the roof will lead to a **\$300 penalty** by landlord. Tenant shall not allow anything to be placed on the outside window ledges of the premises, nor shall anything be thrown by the tenant, or others, out of the windows of the building, or from the porches or steps of the building. No bicycles, grills, satellite dishes, wall-mounted televisions, or other fixtures shall be attached to the premises, including onto roofs or attached to railings. Cooking grills cannot be kept on wooden decks, as our insurance deems it a fire hazard. Fire pits outside the house must use fully-enclosed metal equipment deemed legal by the City of Cincinnati. Plumbing expenses arising from drain cleaner product use, tampon disposal, and wipes marketed as "flushable," will be charged to the tenant. Pest and bedbug extermination fees will be charged to the tenant if infestation is reasonably attributable to the actions of either the tenant or his/her guests. Indoor furniture (e.g. couches, mattresses, etc.) is not to be used outside the premises, including on decks or porches. Tenants are not allowed to use window-mounted air conditioning units, unless specifically approved by landlord.

Personal items left unattended in common areas, particularly apartment hallways or basements, may be discarded without liability to landlord. Tenant will be subject to a **\$25 fee** for requiring the landlord or his agent to unlock either an exterior or interior door due to missing keys, in addition to key replacement fees. Tenants must maintain all thermostats of the property at a minimum of 55 degrees to avoid pipes freezing on the property, and promptly notify landlord of any furnace-related issues, otherwise landlord will hold the tenant responsible for otherwise avoidable damages.

Landlord, or his agents, shall have the right to enter the premises at any time to make necessary repairs, or to exhibit the premises for sale or rent, or in case of fire or other causes, for protection of the interests of tenant and/or landlord. Except in the case of emergencies or unless it is impractical to do so, the landlord or his agents will provide at least 24 hours' notice of any intention to enter the property. Tenant agrees to cooperate fully with landlord in remedy and abatement with regards to both pests and repairs. Lack of cooperation by the tenants will cause them to become liable for otherwise avoidable damages to the property.

Any temporary interruption of public utility service, including one that involves repairs deemed the landlord's responsibility, shall not be cause for compensation or rental deduction to tenant. The parties agree that no broker was involved in this lease, and tenant holds landlord harmless from any real estate commissions or fees arising out of this transaction.

Tenant agrees, to the extent the law permits, to release landlord from liability for claims for damages, death, or injury to tenants, permitted guests of tenants, or tenant property for any reason, including, but not limited to, those arising from theft, accident, or other occurrence on the property or property common areas. Tenants are encouraged to maintain both renter's insurance and liability coverage for the term of the lease to cover such liabilities.

Rent is due on the **first (1st)** of every month. IF the rent is not received by the **fifth (5th)** of the month, a late charge of **5% (five percent)** of one month's rent must also be paid. On the **tenth (10th)**, an eviction notice may be given. Sublets are allowed **ONLY** with the approval of all tenants on the lease and with written consent by the landlord. Sublets are not allowed for the final four months of a lease, unless that lease has been renewed for an additional 12-month period. The landlord has the right to require additional security deposit from sublets upon his discretion.

By signing this lease, tenants understand this lease is a 12-month agreement, and that the rent must be paid for the full 12 months of rent, regardless of property vacancy. Tenants understand that if they change their minds and don't move in, they must pay rent for as long as the house is vacant and, additionally, lose their right to the security deposit. Tenants must renew the agreement BEFORE October 1st during the lease period if staying for another year. Tenants will be jointly and severally responsible for all afflictions and obligations under this lease, meaning each tenant is responsible for the actions of each fellow tenant. By signing this lease, tenants attest to having received the EPA disclosure about lead protection.

Tenant agrees to abide by all of the terms put forth in this lease, or else pay the appropriate penalty. One or more waivers of any covenant or condition by the landlord shall not be construed as a waiver of a further breach of the same covenant or condition. Acceptance of rent by landlord shall not be deemed a waiver of any earlier breach of lease, including non-payment of rent or late fees accrued. Any subsequent alterations of the terms of this lease shall not be valid unless expressly written by landlord and agreed to by both parties. Copies of this lease are equally binding to both parties as an original signed copy is binding. Any rights or obligations of either party granted or imposed by applicable state law are made part of this lease, unless those rights or obligations have been waived in this lease and are permitted to be waived under state law. Each provision of this lease shall be deemed severable and, if for any reason any provisions are invalid, unenforceable, or contrary to any existing or future law, that invalidity shall not affect the applicability or validity of any other provisions of this lease.

Tenant(s):

_____ (signed)

Accepted by: _____ (landlord)

Tenant Name:	Tenant Name:	Tenant Name:
Tenant Phone Number:	Tenant Phone Number:	Tenant Phone Number:
Tenant Email:	Tenant Email:	Tenant Email:
Emergency Contact Name:	Emergency Contact Name:	Emergency Contact Name:
Emergency Contact Phone Number:	Emergency Contact Phone Number:	Emergency Contact Phone Number:
Emergency Contact Address:	Emergency Contact Address:	Emergency Contact Address:
Tenant Name:	Tenant Name:	Tenant Name:
Tenant Phone Number:	Tenant Phone Number:	Tenant Phone Number:
Tenant Email:	Tenant Email:	Tenant Email:
Emergency Contact Name:	Emergency Contact Name:	Emergency Contact Name:
Emergency Contact Phone Number:	Emergency Contact Phone Number:	Emergency Contact Phone Number:
Emergency Contact Address:	Emergency Contact Address:	Emergency Contact Address:
Tenant Name:	Tenant Name:	Tenant Name:
Tenant Phone Number:	Tenant Phone Number:	Tenant Phone Number:
Tenant Email:	Tenant Email:	Tenant Email:
Emergency Contact Name:	Emergency Contact Name:	Emergency Contact Name:
Emergency Contact Phone Number:	Emergency Contact Phone Number:	Emergency Contact Phone Number:
Emergency Contact Address:	Emergency Contact Address:	Emergency Contact Address: