

Property Address: _____



LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Cincinnati, Ohio as of the date specified at the end of this lease below, by and between _____, as the agent for the owner(s) of the property described at the end of this Lease ("Property"), and the individual(s) identified at the end of this Lease as the resident(s) of the Property ("you").

This lease is a joint and several lease for the entire Unit by and between all of you. If there is more than one resident signing this Lease Agreement, You will each be jointly and severally responsible for all obligations under this Lease Agreement.

1.) Term. In consideration of the provisions of this Lease, we lease to you the Property for the term and with the commencement date set forth at the end of this Lease.

If we are able to give you possession of your apartment by the Commencement Date, you shall pay rent equal to one-thirtieth (1/30th) of a monthly installment multiplied by the number of days to the first day of the term. If we cannot have the property available for you by the first day of the term of the lease for any reason, we are not liable to you for damages, but you will not be required to pay any rent until the property is available.

You are not released from liability to pay Rent or any other obligations under this Lease Agreement, for failure to take possession of the unit, roommate disputes, job loss, change in marital status, or any other reason, other than military service, as outlined in the Servicemembers Civil Relief Act.

2.) Rent. You agree to pay to us as rent for each month of the term the amount described at the end of this lease, payable in advance on the first day of each month of the term, without any deductions for any reason other than as we may agree in writing.

If rent is not paid in full for whatever reason on or before the third (3rd) day of any month or is returned as a result of insufficient funds or other reason, you agree to pay us in addition to the rent a Late Payment Charge of 10% of any balance due, or Returned Check Charge of \$65, as applicable for any check returned. Our acceptance of partial rent shall not be a waiver of any rights of ours as a result of your default or our right to collect this late payment charge. We have no obligation to accept rent late or in any amount less than the full amount provided in this Lease.

3.) Security Deposit. You are depositing with us the amount described at the end of this lease as a security deposit, which is security for the faithful performance of this Lease. You shall all be held jointly and severally liable for damages to the Unit and Property. The security deposit shall serve as a fund from which we may reimburse ourselves to compensate for unreasonable wear and tear on your part, for cleaning the apartment (including stove, refrigerator, carpet cleaning, and a general cleaning), for the time involved in obtaining a forwarding address for you if you fail to give us one, for making new keys or changing locks, as we determine is

appropriate, if you do not return the keys in your possession and/or for any other amounts due and owing or which may become due and owing after the end of the term of this Lease, including amounts due us for damages we suffer by your failure to comply with applicable state law or amounts due and owing or which may become due and owing under other sections of this Lease. Any balance due shall be paid promptly in accordance with terms and agreements. We reserve the right to add two (2%) to any balance owed after move out to recover collection costs. Carpets must be professionally cleaned and a receipt presented. If you prefer that we have it done, the charge will be deducted from your deposit. Notwithstanding the foregoing, in the event that you fail to give us **sixty (60) days written notice from the first of the month that you will be vacating the Property**, the Security Deposit will be applied to liquidated damages. The security deposit may not be used as rent. **A written accounting of any charges against the deposit, along with any refund due, will be split evenly amongst all lessees and sent within 30 days of move out, via US Mail, to the forwarding address provided by you.** If a forwarding address is not provided, the security deposit refund check will be mailed to the Unit address, to be forwarded by the US Postal Service. If for any reason the refund check(s) must be reissued, a \$40 stop payment charge will be deducted from the reissued security deposit check(s). Any balance due shall be paid within thirty (30) days of move out. Unless otherwise agreed in writing, the security deposit will be allocated equally among all of You. In the event of failure to pay as agreed herein, We, at Our sole discretion, may report the same to such credit reporting agencies as we deem appropriate. (If this Lease Agreement Commences in less than sixty (60) days from signing, please see Appendix A for additional information.)

4.) Termination. If you vacate the Property prior to the end of the term, or do not take possession of the unit, you will be responsible for all rent which accrues under this lease agreement plus our costs to fix and re-rent the unit, which include the prorated turnover costs (included, but not limited to, the costs of painting the interior of the unit, general cleaning of the unit, advertising costs and leasing concessions relating to the reletting of the unit), together with all utility costs, and a termination fee equal to one month of rent. If you move out without an early termination agreement with us, you will be responsible for all damages listed herein.

5.) Tenant's Responsibilities. You shall keep the Property safe and sanitary; dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner; keep all plumbing fixtures in the Property used by you as clean as their condition permits; use and operate all electrical and plumbing fixtures properly; comply with the requirements imposed on tenants by all applicable state and local housing, health and safety codes; refrain from and forbid any other person who is on the Property with your permission from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or other part of the Property; maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher or other appliance supplied by us; conduct yourself and require other persons on the Property with your permission to conduct themselves in a manner that will not disturb your neighbor's peaceful enjoyment of their premises; and conduct yourself and require persons in your household and persons on the Property with your permission to conduct themselves so as not to violate the prohibitions in contained in Chapters 2925 and 3719 of the Ohio Revised Code, or municipal ordinances that are substantially similar to any section in either of those Chapters, which relate to controlled substances. All garbage must be in closed plastic garbage bags and disposed of properly.

You acknowledge that the Property is in good repair and condition and that you shall deliver up and surrender the Property to us in the same order and repair as at the commencement of this Lease, normal wear and tear expected. You agree to comply with all laws and ordinances and insurance regulations. You agree to reimburse us for all repairs and maintenance in excess of those which are necessitated by ordinary wear and tear. **You will promptly notify us of any needed repairs to the Property which are not your responsibility under the Lease.**

You agree to notify Landlord immediately of any indication of bedbugs or other pests in your apartment, and to cooperate with all activity in connection with the abatement thereof as an aspect of Tenant's responsibilities under Section 5321.05(B) of the Ohio Revised Code. This cooperation may include but not be limited to moving furniture, clothing, or other personal items and removing carpets or rugs. You agree to be responsible for any and all costs and damages arising out of any occurrence of pests, including but not limited to bedbugs, which originate in any furniture, furnishings, bedding, clothing or other personal property in your apartment. This liability extends to all costs, expenses or damages incurred by Landlord in your apartment as well as other portions of the same building if said costs expenses or damages can be connected to bugs or pests in your apartment.

In addition to the foregoing, you agree to comply with the rules and regulations delivered to you by us from time to time.

6.) Inspections, Alterations and Showing of Property. You agree that we may retain a pass key and at anytime reasonable enter the Property to inspect it and make any repairs which we desire or are required to do under this Lease and/or to service and/or inspect laundry and/or other equipment in the basement. You may not at any time change locks or do anything to hinder our right of entry. You may paper and paint the Property and make alterations and additions only with our prior written consent. We may at reasonable times show the Property to contractors, lenders, appraisers, purchasers, or prospective tenants.

7.) Use and Occupancy. The Property shall be used and occupied for residential purposes only in a safe, careful and proper manner by you. You agree not to block vehicles in the driveway or garage. No trade, business or occupation shall be carried on therein, and the Property or any part thereof shall not be sublet, underlet, nor this Lease assigned, in whole or in part, without our prior consent endorsed hereon. You shall not use or be permitted to use the Property for any unlawful purpose; nor shall you use the Property or any part hereof for any purpose or act in any way that will, in our judgment, injure the reputation of the Property or disturb or annoy other residents of the building in which the Property is located or the neighborhood.

No dog, cat, reptile, rodent or other pet shall be kept or harbored on the Property without our prior written consent. Such a violation may be grounds for immediate termination of the rental agreement, immediate removal of the pet, and/or result in applicable fines or pet fees charged to your account.

You agree that you will use and occupy the Property as a dwelling for, and give keys for the Property to, only those individuals who sign this Lease, but the fact that you may want to use it for more than those people will not give you any right to terminate this Lease. Any adult occupying the unit must be approved for residency by us and made a party to the lease.

No personal belongings may be stored or kept in any common areas of the property including the basement, laundry room or hallways. We reserve the right to dispose of any personal belongings left in common areas at any time.

8.) Utilities. Utility service must be set up in your name as of the commencement date of the lease. Utilities must remain active and paid by you through the term of the lease agreement, regardless of whether you occupy the unit. If we provide trash removal, you agree to use the receptacle provided for all trash, Trash must be placed inside the receptacle and may not include any furniture or mattresses. You further agree not to dispose of anything deemed to be a hazardous material. A fine of \$50 per offense shall be imposed for failure to properly place any trash in the receptacle. You shall obtain and pay for all utilities to the unit as indicated below:

Electric: _____ Gas: _____ Heat: _____ Water: _____

9.) Remedies. If the rent is late or unpaid at any time, or if we discover that you have made any false statements in connection with this Lease, or you vacate the Property prior to the expiration of the term of the Lease, or if any of the other terms, covenants or conditions of the Lease are violated, we may, at any time, exercise any or all of our remedies at law (including without limitation those under Section 5321.03 of the Ohio Revised Code), enter and take possession of the Property with or without terminating the Lease, sue for and recover all of the rent earned to the date of such entry, and relet the Property for the remainder of the term at the best rent we can obtain for your account and you shall be jointly and severally liable for any deficiency or for the full amount of the rent for the remainder of the term in the event we are unable to relet the Property for the remainder of the said term.

Every demand for performance hereunder shall have the same effect in law as if made at the time that such performance was required hereunder. The remedies provided to us anywhere in this Lease shall be cumulative and in addition to and do not limit or supersede any remedy at law or at equity otherwise available to us.

10.) Responsibility for Damage, Destruction and Property. We are not responsible for damages, destruction or losses to persons or property by any cause, including, but not limited to, the breaking of a pipe, damage caused by the elements, damage caused by malfunctioning of any heating, electrical or laundry equipment, or any cause whether similar or dissimilar to the foregoing beyond our reasonable control, and you hereby release us from all such liability. Further, you are responsible for obtaining property damage and theft insurance for your personal property. Any temporary interruption from any cause in any of the services provided by us or any third party shall not be an eviction of you nor shall you have any right to damages or an abatement of rent as a result.

Landlord shall not be held responsible for any injury or damage you might incur by reason of any pest infiltration, including but not limited to bedbug infiltration, whether the same originates in your apartment or in a portion of the building other than your apartment.

If the Property is damaged or destroyed, partially or totally, we may, at our sole discretion, terminate this Lease.

11.) Hold Harmless Notice and Acknowledgment. You agree that we do not promise, warrant or guarantee the safety and security of you, your guests, your personal property, including vehicles, or your guests' personal property against the negligent, reckless, or criminal actions of either you or third parties. In addition, we shall not be liable for any damages or injury to you, your guests, your personal property or your guests' personal property, for injury to persons or property arising from theft or casualty, occurring in or about the unit or property. You agree to indemnify and hold us harmless from all claims, costs, and expenses, arising from injury to persons or property, to you or your guests, regardless of cause, unless the injury is due to our reckless or intentional conduct. We have not promised or guaranteed, expressly or by implication, that the unit, property nor neighborhood will be free from crime.

12.) Lease Renewal. The lease agreement for the unit is only offered for a full term, month to month tenancy is not an option. This lease agreement shall not renew on a month to month basis if you holdover. The term ends at 12:00pm on the expiration date. All units are considered available for lease at the end of the term, unless renewed. Lease renewal may be offered at our discretion and must be for the term designated by us.

13.) *Brokers Commissions.* You agree to indemnify us and hold us harmless from any real estate commissions or finder's fees that may be due to anyone arising out of this transaction.

14.) *Non-waiver.* The receipt by us of any rent or any other sum of money or any other consideration paid by you after the termination of this Lease, after the giving by us of any termination notice or after the initiation of any legal proceedings by us against you, shall not reinstate, continue or extend this Lease or in any manner affect any other rights which we may have either in law or in equity as a result of default by you. Our failure to require performance of any promise you make under this Lease at any time will not be deemed a waiver of our right to require such performance thereafter.

15.) *Notices and Place of Rent Payment.* All notices and payment of rent to us from you shall be delivered to us at the address which we give you from time to time, which is initially **2616 Vine Steet, Cincinnati, OH 45219.**

16.) *Rules and Regulations.* The property's rules and regulations are incorporated herein by reference. We may make changes to the rules and regulations at any time so long as the change applies to all units within the property by notifying all residents of the modified rules and regulations.

17.) *Miscellaneous.* This Lease shall be binding upon and shall inure to the benefit of you and us and our respective heirs, legal representatives, successors and assigns. No alteration of the terms or conditions of this Lease or oral agreements shall be valid unless in writing hereon and initialed by all affected parties.

18.) *Key pick-up/drop-off times.* **Keys may be picked up after noon on the date the lease commences.** Upon move out, keys must be returned by 12:00 NOON on date of lease termination. Prorated rent plus \$100.00/day will be assessed for each hold-over day. Any exceptions must be approved by management in writing.

IN WITNESS WHEREOF the parties hereto have set their hands and acknowledge the foregoing information...

PROPERTY ADDRESS:

LEASE TERMS:

Base Rent	_____
Utility Charge	_____
Storage or Garage	_____
TOTAL MONTHLY RENT	\$ _____

SECURITY DEPOSIT PAID:

LEASE OPTIONS

___ PET FEE \$195

___ PARKING FEE: _____

LEASE AMENDMENTS: All items amended or promised by the leasing agent are noted in this Lease as follows and initialed by all parties.

Resident Initials: _____, _____, _____, _____ Manager Initials: _____

Agent/Owner

Date

Resident(s):

Resident Signature

Printed Name

Date



Rules and Regulations

1. Each resident signing the lease is jointly and severally responsible for all obligations under the lease. No one can be released from such an obligation without the written consent of all parties to the lease.
2. You are responsible for transferring utilities into your name prior to moving. You can reach Duke Energy at (513) 421-9500.
3. Rent installments are due on the first of the month and are considered late after the third. All rent installment payments are to be made via ACH funds transfer. Any other form of payment is considered to be a violation of the lease unless approved by ES Properties.
4. The security deposit is held through the end of the lease term. The lease term must end at the end of the month. A written notice is required, a minimum of 60 days prior to the end of the term. If notice is not given, a termination fee may apply. Security deposit is refunded within 30 days of move out, less any balance due and itemized damages, to the forwarding address provided by you. Security deposit is refunded in equal amounts to all lessees. (If this Lease Agreement Commences in less than sixty (60) days from signing, please see Appendix A for additional information.)
5. You agree to notify us immediately of any indication of bed bugs or other pests, and to comply with the protocols outlined to abate them. These protocols include purchase of designated mattress covers, preparation of furniture and your personal belongings. The cost to professionally exterminate the unit will be covered by us. If you refuse to comply with treatment, however, these costs will be charged back to you and you will be required to vacate.
6. Tenants are prohibited from smoking within the premises or common areas at any time.
7. The unit, nor any part thereof, may be sublet or relet without our approval and the written consent of all parties to the lease. Additionally, no one can be released from obligation under the lease, without our approval and the written consent of all parties to the lease. All adults occupying the unit must be approved by us and made a party to the lease.
8. If you change your phone number or email address, please email info@es-rents.com with your new contact information
9. You are responsible for:
 - i. Plunging your toilet if it gets clogged. You will be charged a service fee if we are called out and there is no other problem.
 - ii. Changing the batteries in your smoke detector.
 - iii. Changing your light bulbs
 - iv. Disposing of trash in the cans provided outside the building
10. Pets are not permitted without our written consent. A monthly fee and pet deposit may be required for authorized pets. Dogs may not exceed 40 pounds. Breed restrictions may apply.

11. Gas and charcoal grills are prohibited unless you received specific written instructions to the contrary. If your property permits the use of grills, you assume all risk and responsibility associated with the use and operation of the equipment. It is illegal to store liquid propane tanks, regardless of whether they contain and liquid propane, in the unit, in any storage area of the unit, or on the property. You shall receive a fine of \$500.00 per occurrence for a violation of this provision. Open heating element or open flame devices are prohibited.

13. No alterations to the unit, including painting, may be done without our prior written consent. All decorations should be of a temporary nature and not permanently damage walls or other surfaces.

14. No change or addition of locks is permitted. Keys or other means of access may not be given to individuals who are not party to the lease.

15. If a staff member needs to unlock your apartment during office hours due to a lock out or misplaced keys, you will be charged \$50.00. After hours or weekend lockouts will depend on the availability of staff or locksmith and will be charged \$100.00.

Rules and regulations are incorporated into the lease agreement. Violation may be considered a default by you, and may result in fines or termination of this lease agreement.

Resident Signature Date

**Information Disclosure on Lead-Based Paint
and Lead-Based Paint Hazards**

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure: (initial by Lessor) _____

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment: (initial by Lessee(s)) _____

Lessee has read Lessor's Disclosure Form.

Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Agent/Owner

Date

Resident Signature Date

Bed Bug Free Certification

The undersigned Resident(s) certifies that they made a good faith and thorough inspection of all of the following items:

- * Mattress
- * Box Spring
- * Bed frame and headboard
- * Couches, Sofas, Chairs and Recliners
- * Nightstands, Dressers and Clothing
- * Suitcases and Backpacks, etc.

* General inspection of your current premises, including baseboards, carpet and rug edges, between folds of drapery or curtains, and all window and door molding.

Based upon this inspection, the undersigned Resident(s) hereby certify that they found no visible signs of bed bug infestation. Resident(s) further certify, based upon their knowledge and belief, that their current apartment unit has not suffered a bed bug infestation during the term of their tenancy.

Resident(s) understands that this information is relied on by the management and must be returned to management prior to taking occupancy. Any false statements and/or misrepresentations may serve as grounds for breach of lease and/or termination of tenancy.

Resident Signature Date

Renter's Insurance Disclosure

The landlord **recommends** that each Tenant purchase Renter's Insurance to protect both the Tenant's personal property and the Tenant him/herself from any liabilities that Tenant may create while residing at the property.

Tenant understands the Landlord's insurance does not protect the Tenant's personal property from damage caused by burglary, vandalism, electrical surge or failure, lighting strike, freezing, wind damage, heat damage, hall damage, fire damage, smoke damage, acts of God, or for any other reason not caused by landlord.

Tenant also understands that Landlord's insurance does not protect Tenant for loss or damage caused by the Tenant's action or those of Tenant's guest. Tenant understands that if Tenant does not purchase renter's insurance that Tenant may be held responsible for any lose or damages caused by Tenant's actions or actions of Tenant's guest.

Tenant understands the Renter's Insurance is readily available and can be purchased relatively inexpensively. If Tenant does not purchase Renter's Insurance then Tenant will be "self-insured" and therefore may become personally responsible for damages cause by Tenant to other persons or property of others.

Tenant understands and agrees that it is in the best interest to purchase Renter's Insurance.

Resident Signature Date

MOVE OUT PROCEDURES

An inspection will be made of your apartment after all furniture and personal items have been removed and the keys submitted to the office or if the apartment has been vacated. Return of security deposit is based upon the inspection.

GENERAL CONDITION: The apartment must be vacuumed, broom-swept, and mopped. All appliances, cabinets, counter tops, sinks, tubs, and toilets must be cleaned. All trash and belongings must be removed from the interior and exterior of the property.

RANGE: Remove all cooking stains from range, drawer, and burners. Make sure all racks are clean and remain intact.

REFRIGERATOR: All food must be removed. The inside must be scrubbed and the freezer defrosted.

CARPET: Any carpeting belonging to the apartment must be commercially shampooed and a receipt presented. If you prefer that we have it done, the charge will be deducted from your deposit.

WALLS: We expect to put on one coat of paint. If additional painting or repairs are necessary, you will be charged.

STORAGE BIN: Your storage bin must be emptied and lock removed.

DISPOSAL OF FURNITURE: Large items must be disposed of off the property by the residents. These items may not be placed in or around the dumpsters

CHARGES: The following are a few typical minimum damage and cleaning charges.

Trash removal	\$25.00/bag
Furniture removal/disposal: Large item	\$50.00
Small item	\$30.00
Couch	\$200.00
Clean refrigerator	\$20-30.00
Clean stove (oven and range)	\$20-30.00
Clean kitchen sink/countertop	\$20-30.00
Range hood/fan/microwave	\$20-30.00
Clean bathtub	\$20-30.00
Clean bathroom sink/vanity	\$20-30.00
Clean toilet	\$20-30.00
Mop floor/ Vacuum carpet: Per room	\$20.00
Change locks (if keys aren't returned)	\$115.00
Mail box lock (broken or if keys aren't returned)	\$50.00
Garage door opener (damaged or not returned)	\$75.00
Repair major damage to lock/door	\$115.00/locksmith hour
Non-locking door hardware	\$40.00
Clean carpets Per room	\$45.00
Per major stain removed	\$100.00
Replace smoke alarm batteries	\$8.00/alarm
Replace smoke alarm	\$35.00
Replace fire extinguisher	\$40.00
Replace regular light bulbs	\$4.00 each
Replace decorative vanity light bulbs	\$8.00 each
Replace missing/broken light covers	\$30.00 each
Replace outlet covers	\$8.00
Patch/repair small holes (up to 3"x3")	\$30.00
Patch /repair large holes (larger than 3"x3")	\$50.00
Additional coats of paint	\$50.00/wall
Major wall damage/ paper or border removal	\$45.00/hour
Window screen (torn or missing)	\$45-65.00
Replace blinds	\$45.00
Replace sliding glass door blinds	\$95.00
Ice trays	\$5.00
Broken window including glass/hardware	\$Time/material
Sink/tub chips	\$Time/material
Remove shelf paper, decals, and adhesive	\$Time/material
Damaged appliances	\$Time/material
Counter top damaged	\$Time/material
Carpet damage (replacement due to stains, burns, etc.)	\$Time/material

RESIDENT INITIALS: _____