

2810 RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (this "Lease") is made and entered into as of this ____ day of _____, 20____, by and between **Stratford Court Apartments II, LLC**, DBA **2810 Stratford**, an Ohio limited liability company ("Landlord"), with a principal place of business at 2810 Stratford Ave. Cincinnati, Ohio 45220, _____ and _____ jointly and severally _____ (collectively, "Tenant"), as follows:

1. Leased Premises. Landlord, in consideration of the rent to be paid and covenants to be performed by Tenant hereunder, hereby leases to Tenant for the term and subject to the conditions hereinafter set forth a _____ bedroom apartment located at 2810 Stratford Avenue, Cincinnati, Hamilton County, Ohio 45220, Unit # _____ (the "Premises").

2. Term. This Lease shall be for a 51-week term, commencing on _____, 20____, and expiring at 12pm noon on _____, 20____; provided, however, that Landlord shall have the right to terminate this Lease prior to expiration of the term in the event of Tenant's default as provided for in Section 10 of this Lease or in accordance with Section 16 of this Lease.

3. Rent.

(a) Tenant under this Lease consists of _____ individual(s), each of which is identified in the first paragraph above. During the term of this Lease, Tenant shall pay Landlord rent for the Premises in equal monthly installments of \$_____ per month, without setoff, reduction or abatement of any kind, and without regard to how many individuals are signing this Lease as Tenant.

(b) In addition to the monthly rent payable to Landlord, Tenant shall be responsible for directly paying all utility services, except garbage collection and sewage services for the Premises which shall be paid by Landlord. Tenant shall have the electric utility services transferred into Tenant's name. In addition, Tenant shall be responsible for a water, sewage, and garbage surcharge of \$_____ per month for the Premises to be paid in addition to any other rent described above. This equals a per person surcharge of \$____25_____ per month for each individual signing this Lease as Tenant, all of which shall be paid in conjunction with the other monthly rent payments described above in this Section 3. Any temporary interruption of utility services from any cause shall neither be deemed an eviction nor entitle Tenant to damages or rent deduction as a result.

(c) In addition to the monthly rent payable to Landlord, Tenant shall be responsible for a cable television and internet surcharge of \$____60_____ per month for the Premises to be paid in addition to any other rent described above. Any temporary interruption of cable or internet services from any cause shall neither be deemed an eviction nor entitle Tenant to damages or rent deduction as a result.

(d) All rent is payable in advance on or before the first day of each calendar month during the term of this Lease, with the first such payment of rent being due on or before the commencement date as described in Section 2 of this Lease, in certified or guaranteed funds. If Landlord does not receive Tenant's monthly rent installment on or before the third day of the month in which it is due, Tenant shall pay to Landlord in addition to the monthly rent installment the sum of \$50.00 per month as a late rent fee. Any rent payment received on or after the fourth of the month in which it is due will be required to be made with certified or guaranteed funds.

(e) All rent checks shall be made payable to Landlord and mailed or delivered to Landlord at P.O. Box 304, Terrace Park, Ohio 45174, or such other place as Landlord may hereafter designate in writing.

(f) Notwithstanding anything to the contrary set forth in this Lease, each individual signing this Lease as Tenant shall be liable jointly and severally for all obligations of Tenant; provided, however, that the liability for each individual Tenant for Monthly Rent shall be capped at an amount of \$_____ per month plus any and all applicable fees associated with the rent payment as outlined in this lease agreement.

4. Use of Premises. Tenant shall only use the Premises as a residential dwelling, and the Premises shall only be occupied by Tenant, subject to Tenant's guests and family members staying at the Premises for reasonable temporary periods. No other person shall use or occupy the Premises without the prior written consent of Landlord. Tenant shall not permit more than _____ additional occupants to be on the Premises simultaneously. Landlord reserves the right to exclude any individual from the Premises (including guests and invitees of Tenant) at Landlord's sole discretion. Tenant shall not permit the Premises to be used in any unlawful manner and Tenant shall not commit or suffer any waste in the Premises, use or permit the Premises to be used for any dangerous, hazardous, noxious, illegal or offensive activity, or cause or maintain any nuisance in or on the Premises. At the end of the term of this Lease, Tenant shall surrender possession of the Premises to Landlord in at least as good an order and condition as they were as of the date of acceptance of the Premises, as such order and condition may be improved by Landlord or Tenant during the term of this Lease, reasonable use and ordinary wear and tear and damage by fire or other casualty excepted. Tenant shall not keep any pets at the Premises. In addition and without limiting the generality of the foregoing, the following shall not be permitted at the Premises by Tenant:

- (a) Smoking;
- (b) Pets or animals
- (c) Changing locks on the doors without Landlord's consent;
- (d) Installing additional cable or electrical outlets without Landlord's written consent;
- (e) Installing a swimming pool;
- (f) Installing a waterbed;
- (g) Using bed sheets and towels as window treatments;
- (h) Using the showers without a properly installed shower liner;
- (i) Flushing any objects in toilets except toilet paper;
- (j) Altering the Premises in any way without written consent of the Landlord;
- (k) Using, possessing, or selling drugs or any other illegal substance;
- (l) Keeping any locked exterior or security door open intentionally.
- (m) Kegs of beer
- (n) Open flames, including candles and burning of incense.

5. Damage or Destruction to Premises. Tenant will be responsible for maintaining its own insurance on Tenant's personal property and improvements placed in the Premises. Tenant acknowledges that all of Tenant's property at the Premises shall be held at Tenant's sole risk. To the extent permitted by applicable law, Tenant waives any claims against Landlord related to any damage or theft to property or injury to person occurring on the Premises or arising from acts of neglect of Tenant, other tenants in the same building, the elements or other reasons beyond the reasonable control of Landlord. In the event the Premises are rendered uninhabitable by fire or other casualty, Tenant should immediately notify Landlord. In the event of damage by casualty or condemnation, or sale in lieu thereof, Landlord shall have the right, in its sole discretion, to terminate this Lease upon written notice to Tenant. Tenant will vacate the Premises within thirty (30) days after receipt of such notice and will be under no obligation to pay rent accruing after the damage or destruction to, or condemnation of, the Premises, and Landlord will refund to Tenant the unearned portion of any rent paid in advance prorated to the date of damage or destruction or condemnation and will refund the security deposit as hereinafter set forth (less any damages caused by Tenant).

6. Maintenance or Repairs. Except for damage or destruction caused by fire or other casualty or condemnation, Landlord will be responsible for making all repairs reasonably necessary to keep the Premises in a fit and habitable condition, provided that Tenant shall have given Landlord reasonable notice of the need for such repairs. Landlord will not be responsible for repairing any damage caused by Tenant or Tenant's guests, and Tenant, at its sole expense, will be responsible for repairing such damage in a manner which restores the property to its condition as of the date of acceptance of the Premises. Tenant shall be responsible, at its sole expense, for repairing any damage to the Premises, or any appliances or improvements located therein, caused by the misuse, abuse or neglect of Tenant or Tenant's guests. In all instances of required repairs for which Tenant is responsible, Tenant shall either (i) pay Landlord or (ii) hire a third-party professional acceptable to Landlord to perform the required repairs. Tenant shall be responsible at its sole expense for maintaining the Premises and all appliances therein in a good, safe and sanitary condition. Landlord acknowledges that Tenant may desire to pay for certain improvements and interior decorating to the Premises. Tenant shall obtain Landlord's prior written approval for any such improvements and interior decorating which affect the walls, floors or other structural components of the Premises, and any such improvements and decorating approved by Landlord shall be surrendered with the Premises upon termination of this Lease. Without limiting the generality of the foregoing, Tenant shall also:

(a) Maintain the area around the garbage dumpster in a neat and orderly manner;

(b) Regularly check and replace batteries if needed on all smoke and carbon monoxide detectors to make sure they are functioning properly, and immediately notify the Landlord if they are not functioning properly;

(c) Maintain the porch and yard areas in a neat and orderly manner, including not using the common areas for storage of any sort;

(d) Keep toilets, dishwashers, and all other drains of any sort, clear of debris;

(e) Keep the laundry facility in clean working order, changing the lint trap on the dryer after each use.

(f) Keep the work-out facility and entertainment room in a neat and orderly manner.

7. Condition of Premises. Taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession and Tenant hereby agrees to accept the Premises in their current "as is" condition. No promise of Landlord to alter, remodel or improve the Premises and no representation respecting the condition of the

Premises or the improvements therein have been made by Landlord to Tenant, unless the same is contained herein or made a part hereof.

8. Security of Premises. Tenant hereby acknowledges that Landlord has no duty to provide Tenant any security from third party criminal acts and that Landlord shall not be liable to Tenant for any crime committed against Tenant, or its guests or invitees, except for any acts committed by or at the direction of Landlord. Landlord makes no warranties or representations regarding the frequency of criminal acts at or near the Premises. Tenant shall assess its own risk and design its own plan for safety of the Premises, Tenant and its guests at the Premises.

9. Assignment and Sublease. Tenant shall not assign this Lease or sublet any part of the Premises without the prior written consent of Landlord, which may be withheld by Landlord in its sole but reasonable discretion. It is the responsibility of Tenant to notify Landlord at least 30 days prior to any proposed subletting or assignment. In addition, Tenant and any guarantors of this Lease shall not be released from their obligations and liabilities under this Lease as a result of Landlord's consent to such subletting or assignment, unless Landlord expressly agrees in writing to waive such obligations and liabilities. All collected security deposit money will be held for the duration of this Lease. Any purported assignment, subletting, lien or use of the Premises without the prior written consent of Landlord shall be null and void.

10. Default. In the event that: (a) the rent or other payment which is the responsibility of Tenant under this Lease remains unpaid for four (4) days after it becomes due; (b) Tenant makes an assignment for the benefit of creditors; (c) any proceeding in bankruptcy or any other proceeding under any insolvency law is instituted by or against Tenant; (d) a receiver or trustee is appointed for the property of Tenant; or (e) Tenant fails to perform or observe any other term or condition of this Lease, then Landlord may give notice to Tenant to vacate the Premises, and in such event, this Lease shall be deemed terminated and the respective rights and obligations of the parties under this Lease shall cease, except with respect to the Landlord's right for unpaid rent and damages to the Premises caused by Tenant or Tenant's guests.

11. Notices. All notices from Tenant to Landlord shall be sent by Tenant to Landlord at the place where the rent is to be paid as designated in Section 3 of this Lease. All notices which Landlord is required to give Tenant under this Lease shall be sent or personally delivered to Tenant at the address of the Premises.

12. Right of Inspection and Access. Landlord shall have the right, upon reasonable advance notice except in the case of emergency or if it is impracticable to do so, to enter the Premises for the purpose of inspecting the same and/or to make necessary repairs and/or maintenance and/or to show the same to prospective purchasers / renters.

13. Additional Responsibilities of the Parties. Landlord and Tenant agree to comply with their respective responsibilities under the Ohio Landlord-Tenant Law as codified in Chapter 5321 of the Ohio Revised Code.

14. Quiet Enjoyment. Landlord agrees that if Tenant pays the rents and keeps and performs the covenants of this Lease on the part of Tenant to be kept and performed, Tenant will peaceably and quietly occupy the Premises during the term of this Lease without any hindrance, ejection or molestation by Landlord or any person lawfully claiming under Landlord.

15. Security Deposit and Redecorating Fee. Upon the execution of this Lease, and in addition to the first month's rent, Tenant shall cause to be paid to Landlord, the sum of \$ 700 per tenant. \$400 of which, shall be used as a security deposit to serve as security for the full and faithful performance by Tenant of all of its obligations hereunder (the "Security Deposit"). The remaining \$300 shall be a non-refundable redecorating fee that will be used to bring the condition of the apartment back to like new standards upon move out, taking into consideration normal wear and tear. If Landlord sells or assigns the Premises, Landlord shall have the right to transfer the Security Deposit to the new owner or assignee to hold under this Lease, and upon so doing, Landlord shall be released from all liability for return of the Security Deposit to Tenant. The Security Deposit shall be retained by Landlord until expiration or earlier termination of this Lease, and in order for Tenant to be entitled to receive a full return of the Security Deposit, Tenant must have fulfilled all requirements of this Lease, including: giving 30 days written notice of vacating the property (provided nothing herein shall be interpreted as allowing Tenant to terminate this Lease prior to expiration of the term of this Lease); having no outstanding utility bills; having no unpaid rent payments or late fees; having caused no damage beyond ordinary wear and tear or made any unauthorized alterations to the Premises; having returned all keys to Landlord; the Premises having been left in a clean and proper condition (including, without limitation, all carpeting professionally cleaned, bathroom and floors mopped, bath tub and shower area free of mildew, windows and blinds cleaned, bath and kitchen fixtures cleaned, refrigerator and oven/range cleaned and free of grease, all cabinets and drawers wiped out, all debris and boxes and any accumulated rubbish removed); and having provided to Landlord with a forwarding address in writing. Upon compliance with the foregoing and in accordance with the Ohio Revised Code, the Security Deposit shall be returned to Tenant. If Landlord is not returning the full Security Deposit it will provide written documentation which shall include an itemized list of the deductions being retained from the Security Deposit.

16. Sale of Premises. Landlord may list or otherwise market the Premises for sale throughout the term of this Lease. In the event Landlord has entered into a contract to sell the Premises, it may give written notice thereof to Tenant of at least 60 days, which notice will have the effect of terminating this Lease and requiring Tenant to vacate the Premises upon the expiration of such 60-day period.

17. Holdover. Tenant shall not holdover beyond the expiration or earlier termination of the term of this Lease unless such holdover is consented to in writing by Landlord. If Tenant, notwithstanding the foregoing, holds over beyond the expiration of the term of this Lease, then Landlord may, in its sole discretion, elect to recognize Tenant as a month-to-month tenant subject to all of the same terms and conditions of this Lease, except for rent which shall be payable at 125% of the rent set forth in this Lease.

18. Parking. Tenant acknowledges that no parking rights are included in this Lease. Any parking rights in parking lots owned or controlled by Landlord will be expressly set forth in a separate written agreement with Landlord.

19. Guaranty. Each individual signing below as Tenant agrees to cause his or her parents or legal guardians to execute a Guaranty of this Lease in form reasonably acceptable to Landlord within ten (10) days after the date Tenant executes this Lease. If Tenant's parent or guarantor fails to do so, Landlord shall have the right to terminate this Lease at any time by giving notice thereof to Tenant, and retain any monies paid, in addition to other rights and remedies to which Landlord is entitled.

20. Rental Application. Tenant agrees that Landlord has tendered this Lease to Tenant on the basis of the representations contained in Tenant's rental application(s) submitted to Landlord for the purpose of inducing Landlord to enter into this Lease. Tenant further agrees that in the event that any of the representations contained in such application(s) are or become misleading, incorrect or untrue, Landlord shall have the right to terminate this Lease.

21. Subordination. Tenant agrees that its rights hereunder are subordinated to the lien of any mortgage or mortgages to any bank, insurance company, or any other lender now or hereafter encumbering the Premises, or any part thereof, and to all advances made or hereafter to be made upon the security thereof. This Section shall be self-operative and no further instrument of subordination shall be required by any lender.

22. Rules. Tenant agrees that all Rules and Regulations governing the Premises and the building and land on which the Premises are situated, whether such Rules and Regulations are attached hereto or are subsequently adopted or amended by Landlord from time to time and provided to Tenant, shall have the same force and effect as other covenants in this Lease, and Tenant shall observe, and cause Tenant's guest and invitees to observe, all such Rules and Regulations.

23. Joint and Several Liability. If Tenant consists of more than one individual, each such individual, by signing below, hereby acknowledges that its liability for all of the terms, provisions and conditions of this Lease shall be joint and several, including, but not limited to, the total of all rental amounts set forth in Section 3 above, notwithstanding anything to the contrary in this Lease.

24. Amendments. This Lease shall not be amended or modified except in a writing signed by Landlord and Tenant.

25. Severability. The invalidity or unenforceability of any one or more provisions of this Lease will not affect any other provision.

26. Binding Effect. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the respective parties, subject to Section 9 of this Lease.

[Remainder of Page Intentionally Blank. Signatures Follow Below.]

Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD:

Stratford Court Apartments II, LLC

By: _____
Printed Name: _____
Title: _____

TENANT:

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____