

**Cincinnati Capital Holdings, LLC.**

**LEASE AGREEMENT**

Cincinnati Capital Holdings, LLC. with offices located at 5887 Cornell, Cincinnati, OH 45242 ("Landlord") and \_\_\_\_\_ ("Resident"), make this Lease Agreement ("the Lease") dated \_\_\_\_\_, \_\_\_\_\_, for a rental unit ("the Unit") located at \_\_\_\_\_, Cincinnati, OH \_\_\_\_\_

The parties agree as follows:

1. **PREMISES:** Landlord leases to Resident Unit located at \_\_\_\_\_ to be used strictly as a private dwelling by the Resident as set forth in Resident's Rental Application ("the Application"), for the term of \_\_\_\_\_ to commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and to end on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("the Term"), unless sooner terminated as provided in the Lease.

2. **RENTS:** Resident shall pay without demand or set-off an annual rent of \$ \_\_\_\_\_ in monthly installments of \$ \_\_\_\_\_ in advance on or before the first day of every calendar month during the Term. Monthly rental charges are:

Rent \$ \_\_\_\_\_ Pet Charge\* \$ \_\_\_\_\_ Total Rent \$ \_\_\_\_\_

3. **POSSESSION:** Resident shall take possession and occupancy of the Unit on \_\_\_\_\_, \_\_\_\_\_ ("the Occupancy Date"), and shall pay the sum of \$ \_\_\_\_\_, as rent from that date through \_\_\_\_\_, \_\_\_\_\_. Thereafter, rent shall be due and payable as set forth in paragraph 2 above. Resident shall mail the rent to:

**Cincinnati Capital Holdings, Inc.  
5887 Cornell Rd.  
Cincinnati, OH 45242**

4. **CHARGES:** If rent is more than five days late, Resident will be assessed a late charge as defined in the House Rules. Resident will also be assessed a fee defined in the House Rules for any check returned for insufficient funds. In addition, Landlord may at its option terminate the Lease by three days' notice to Resident if rent is paid late or a check is returned for insufficient funds.

5. **OCCUPANCY:**

(a) Resident shall use the Unit solely for residential purposes and no more than \_\_\_\_\_ person(s) as stated in the Application shall live in the Unit. At any time during the Term if there are persons living in the Unit who were not included in the Application, Landlord may at its option: permit Resident to remain in the Unit or terminate the Lease. Resident shall not assign or sublet the Unit without the prior written consent of Landlord (at Landlord's discretion). No adult who does not sign this Lease will occupy the Unit and no minors other than \_\_\_\_\_ will occupy the Unit.

(b) If upon any termination or expiration of the Lease, Resident's actions or failure to promptly vacate the Unit cause any delays in making the Unit ready for occupancy by a new tenant, Resident shall be liable for all losses incurred by Landlord in connection with such delays.

6. **CONDITION OF PREMISES:** Resident has inspected the Unit and acknowledges that the Unit is now in good repair. Resident agrees that at the termination of this Lease Resident shall deliver the Unit to Landlord in as good condition as on the date of the Lease, reasonable wear and tear excepted. Resident shall give Landlord prompt notice of any defects or breakage in the structure, equipment, or fixtures in or about the Unit. Landlord or its agents may (at Landlord's discretion and at all reasonable times) enter the Unit to inspect and care for it or to make repairs. Resident may make alterations or improvements only with Landlord's written approval (at Landlord's discretion). \*

6b. **REPAIRS AND MAINTENANCE:** At all times Resident shall maintain the Unit in a good, clean and orderly manner. Any repair or maintenance item that cost \$150.00 or less to complete, shall be paid for by Resident. Landlord shall make all other repairs within a reasonable amount of time after notification to Landlord by Resident.

7. **CONDUCT OF RESIDENT:** If at Landlord's sole discretion, Landlord determines the conduct of Resident or his/her guests objectionable, or if Resident fails to occupy and maintain the Unit in a safe and careful manner, or if Resident or his/her guests disturb neighbors, Landlord may terminate the lease by giving three days' notice to Resident.

8. **UTILITIES AND SERVICES:** Resident shall pay utility charges when due including the gas and electric service for the Unit. Resident agrees to have the gas and electric service placed in their own name as of the Occupancy Date. Landlord shall pay for the water service. When repairs or improvements are made to the Unit, or if for any reason there is an interruption of utilities or services, there shall be no abatement of rent.

9. **LANDLORD NON-LIABILITY:** Landlord shall not be liable for injury or damage to any person or property however occurring, including without limitation injury or damage by or from gas or electricity, or the stoppage thereof, fire, water, ice, snow, or sewage. Landlord shall not be responsible for injury or damage to Resident or any person or property in or about the Unit resulting from any other cause whatsoever, except for damage caused by Landlord's willful misconduct.

10. **COMMENCEMENT:** If for any reason Landlord is unable to give possession of the Unit on the Occupancy Date specified in paragraph 3 above, Resident may, at any time within thirty (30) days after the Occupancy Date, notify Landlord of Resident's election to terminate the Lease. Such notice shall be given in writing, addressed to Landlord and signed by Resident. Upon Landlord's receipt of such notice the Lease shall terminate and all

\* (see attached House Rules)

rights and obligations under it will end. Resident shall be entitled to receive from Landlord a return of the Security Deposit as Resident's sole remedy and Landlord shall not be liable for failure to give possession on the Occupancy Date.

11. APPLICATION: If Resident has made any false statement in the Application, Landlord may at Landlord's option treat the same as a material breach of this Lease and exercise Landlord's remedies for such breach (including termination of the Lease).

12. REGULATIONS: RESIDENT AGREES TO COMPLY AND OBTAIN COMPLIANCE OF HIS/HER GUESTS WITH THE HOUSE RULES WHICH ARE ATTACHED TO THE LEASE AND MADE A PART OF IT. THE HOUSE RULES MAY BE AMENDED BY LANDLORD FROM TIME TO TIME, AND ANY NEW REGULATIONS MADE BY LANDLORD DURING THE TERM OF THE LEASE WILL BE DELIVERED TO RESIDENT.

13. SECURITY DEPOSIT: Resident shall deposit with Landlord upon Resident's execution of the Lease, in addition to the first month's rent, the sum of \$\_\_\_\_\_ ("the Security Deposit"), which sum shall be security for the strict performance of all Resident's obligations under this Lease and shall also serve as a fund from which Landlord shall be reimbursed to compensate for unreasonable wear and tear in the Unit during the Term or any holdover by Resident. Otherwise, the Security Deposit shall be returned to Resident within thirty (30) days after the Resident ceases to occupy the Unit and all keys have been returned. Resident shall not attempt to use the Security Deposit in lieu of all or part of last month's rent.

14. INSURANCE: RESIDENT IS RESPONSIBLE FOR MAINTAINING CONTENTS FIRE, THEFT, AND LIABILITY INSURANCE FOR THE UNIT, AS THE LANDLORD IS NOT RESPONSIBLE FOR ANY OF THE RESIDENT'S CONTENTS IN OR ABOUT THE UNIT.

15. REFERENCES: If more than one individual has executed the Lease as Resident, then all the obligations and liabilities of Resident thereunder shall be joint and several and all references to "Resident" in this Lease shall be deemed to refer to all such individuals. References to a guest of Resident (sometimes referred to simply as "guest") shall be deemed to include anyone present in the Unit with the permission of Resident.

16. OFF-SET: If Resident seeks to assert any claim against Landlord, Resident shall not be entitled to withhold payment of any part of the rent or other charges and shall proceed separately on such claim, subject to Paragraph 9 above.

17. LANDLORD'S COVENANTS: Landlord covenants and agrees with Resident that, upon Resident's paying the rents and keeping and performing all the covenants of the Lease on his/her part to be kept and performed, Resident shall peaceably and quietly hold, occupy and enjoy the Unit during the Term.

18. TERMINATION:

(a) Resident must give Landlord written notice at least thirty (30) days prior to the expiration of the Term to terminate this Lease.

(b) If Resident shall fail to keep and perform any of Resident's covenants, agreements or conditions in the Lease, then upon three days' notice from Landlord it shall be lawful for Landlord to enter into the Unit, and repossess the same as if the Lease had not been made, and thereupon the Lease shall terminate; all without prejudice to Landlord's other rights and remedies for such breach.

(c) If Landlord terminates the Lease, without limitation of Landlord's other rights and remedies, Landlord may enter and take possession of the Unit and may re-let the Unit for such term and rent as Landlord deems appropriate. Resident shall remain liable to Landlord for any damages sustained by Landlord relating to Resident's default, including without limitation any deficiency between the rent due under the Lease for the balance of the Term and the rent received by Landlord from any new Tenant.

19. HOLDOVER: If Resident holds over beyond the expiration of the Term, Resident shall be deemed a tenant from month-to-month only and the rent for such holdover period shall be the rent provided for in the Lease or at the then market rent for the Unit as set forth in a notice from Landlord to Resident. Resident must give Landlord written notice thirty (30) days prior to the first of any month to terminate the month-to-month tenancy.

20. ENTIRE AGREEMENT: No oral agreements have been made between Landlord and the Resident. Landlord will not be bound by any agreements or promises made by its representatives unless the agreement is in writing, signed by the Landlord.

21. SUCCESSORS AND ASSIGNS: This Lease Agreement shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

22. SEVERABILITY: Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provisions of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

READ THIS LEASE BEFORE SIGNING

RESIDENT:

\_\_\_\_\_  
\_\_\_\_\_

LANDLORD or its agent:  
Cincinnati Capital Holdings, LLC

By: \_\_\_\_\_,