

**LEASE**

THIS INDENTURE OF LEASE made at Cincinnati, Ohio the June 4, 2010 between Paradrome Square hereinafter called the Lessor and \_\_\_\_\_ hereinafter called the Lessee(s).

WITNESSETH THAT:

1. TERM. Lessor, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee(s) do hereby demise and lease to the Lessee(s) the following described premises; \_\_\_\_\_, Cincinnati, Ohio 45206 be used as a dwelling and for no other purpose for the term of 12 months commencing on the 1st day of \_\_\_\_\_. It is agreed that in the event the Lessee occupies the leased premises beyond the term provided herein, the tenancy shall continue from month to month under the same terms and conditions until terminated as provided in paragraph 4. Should Tenants vacate before expiration of the term, Tenants will be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement tenant by reasonably attempting to re-rent. Tenants who vacate before expiration of the term are also responsible for Landlord's costs of advertising for a replacement tenant.

2. RENT. Lessee(s) covenant and agree to pay the Lessor, as rent for the demised premises, in monthly installments of \$ \_\_\_\_\_ each in advance on the first day of each month of the term, said amount to be payable to Paradrome Square.

A late charge of Twenty-Five Dollars (\$25.00) will be added to all payments past due three (3) days or more. Rent payments must be in the office no later than 5:00 p.m. on the third of the month. If the third falls on a Sunday we will accept rent payments before 5:00 p.m. on the fourth. Rents received after the 10th of the month will be subject to an extra \$1.00 per day for each additional day the rent is late, until paid. Rents received in the succeeding month will also be subject to that months late charges.

A Non-Sufficient Fund Fee of Twenty-Five Dollars (\$25.00) for all returned checks.

3. SECURITY DEPOSIT. The Lessee(s) agree to deposit with Paradrome Square the sum of \$ \_\_\_\_\_ which sum shall be security for the faithful performance of this lease by the Lessee(s). Security Deposit may NOT be used as rent for the last month's occupancy of the premises. This amount shall be forfeited by the Lessee(s) in the event of any material failure to perform their obligations under the Lease, failure to give Lessor thirty (30) days written notice of move-out or shall serve as a fund from which the Lessor shall be reimbursed to compensate for the unreasonable wear and tear on the part of the Lessee(s) in accordance with Section 5321-05 O.R.C. Otherwise, the security deposit shall be returned to the Lessee(s) within thirty (30) days after final rental period. The remedies provided to the Lessor by this paragraph shall be in addition to and shall not be deemed to limit or supersede any remedy of law or equity otherwise available to the Lessor for the enforcement of this Lease.

4. POSSESSION OF THE PREMISES. If, after signing this Agreement, Tenants fail to take possession of the premises, they will still be responsible for paying rent and complying with all other terms of this Agreement. In the event the Landlord is unable to deliver possession of the premises to Tenants for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the premises, Tenants will have the right to terminate this Agreement. In such event, Landlords liability to Tenants will be limited to the return of all sums previously paid by Tenants to Landlord.

5. NOTICE. Lessee hereby agrees to give Lessor and Lessor hereby agrees to give Lessee written notice of intent to terminate this Lease Agreement effective upon the termination date set forth above, said notice to be given no later than the last day of the month two months prior to the month in which said termination occurs. If said notice to terminate is not given by either Lessee or Lessor and Lessee occupies the leased premises on a month-to-month tenancy as provided for in paragraph 1 hereof, then such month-to-month tenancy shall be terminated by either Lessee or Lessor giving the other sixty (60) days written notice to be given no later than the last day of the month two months prior to the month in which said termination occurs. Failure to vacate after giving such notice shall make you responsible to us for any loss incurred to us by our inability to deliver apartment to new tenant(s). Upon either intent to terminate the Lease Agreement, Lessee agrees to allow Lessor to show the leased premises between the hours of 10:00 A.M. and 6:00 P.M. to prospective tenants upon receiving reasonable notice from the management.

6. CONDITION OF LEASED PREMISES. Lessee acknowledges and knows the condition of the leased premises and he has received same in good repair, and no representation as to the condition or repair thereof has been made by the Lessor prior to or at execution of the Lease that is not hereinafter expressed or endorsed. Lessee agrees that, upon termination of the Lease Agreement, the leased premises shall be returned to Lessor in as good condition as when the same were entered upon by said Lessee only ordinary wear and tear is excepted (dirt is not considered ordinary wear and tear). Premises upon vacating will be cleaned, including appliances, i.e. stove, refrigerator, and dishwasher as well as all fixtures, i.e. sinks and bathtub. All floors should be swept and cleaned, and all garbage should be removed. If you fail to comply with these move-out instructions and procedures, you agree that you will be liable to the Lessor for the cost of such cleaning and repair or replacement of soiled, missing or damaged items Lessor is required to perform.

7. INSPECTION & MAINTENANCE. The Lessor may at all responsible times enter upon the premises to inspect same or to make necessary repairs. No alterations may be made without the prior written consent of the Lessor.

8. USE AND OCCUPANCY. The premises shall be used and occupied in a safe, careful and proper manner by the Lessee(s). No trade, business or occupation shall be carried on therein. The premises shall not be used or permitted to be used for any unlawful purpose nor shall the premises or any part thereof be used for any purpose that in the judgment of Lessor will injure the reputation of the premises of the building on which they are a part, or to disturb or annoy the tenants of said building or neighborhood. Said premises shall at no time be occupied by more than 2 person(s).

9. SUBLEASE AND ASSIGNMENT. Lessee will not assign or transfer this Lease or Agreement or any interest herein, or mortgage it, or sublet the premises or any part of it. Lessor in his sole discretion, may assign this Lease Agreement for any reasonable purpose.

10. ALTERATION AND REPAIRS. Lessee agrees not to make any additions, alterations or improvements of any nature to the premises except with prior written consent of the Lessor. Lessee further agrees that he will not paint, wallpaper, or place contact paper in drawers or on shelves, and will pay for all repairs to fix wall, ceilings, paint, plastering, plumbing fixtures, glass, pipes, or any other part of the leased premises, whenever such damage shall have occurred through acts of either Lessee, Lessee's guests, or invitees, ordinary wear and tear excepted.

11. LOCKS. Lessee agrees not to add or construct additional locks without prior written consent of management with a sufficient number of keys for the lock and said lock shall become a permanent fixture of the leased premises. Should locks be added or changed without written permission of the Lessor, there will be a charge of \$100.00 against the security deposit.

12. UTILITIES **Lessor to pay heat and water. Lessee to pay cooking gas and electric.**

13. RULES AND REGULATIONS. Lessee hereby agrees that he, his invitees, and visitors shall comply with all the rules and regulations which Lessor may from time to time establish and present to said Lessee.

14. PETS. Under no circumstances will any pets be allowed without written permission, and such permission is up to the sole discretion of management. Any tenant keeping pets without written permission will be charged per month, per pet in the amount of \$25.00 a month per cat and \$100.00 a month per dog from the time the animal(s) are brought in. If written permission is given, there will be an extra charge per month, per pet of \$25.00 a month per cat and \$100.00 a month per dog.

15. WATER BEDS. Lessee(s) agrees that he will not have or maintain a water bed on the leased premises unless express permission is given by Lessor and is covered by sufficient insurance.

16. RESPONSIBILITY FOR DAMAGE. The Lessor shall not be liable for damages occasioned by the acts, omissions, or neglect of any other persons other than the Lessor, and damage to said premises or building caused by the misuses, abuse or neglect of the Lessee(s) shall be repaired at their expense. **Service calls necessitated due to misuse of garbage disposals and toilets; i.e., foreign objects, will be back charged to the lessee.**

17. REMEDIES. If the rent shall at any time be in arrears or unpaid or if any of the other terms, covenants or conditions of this Lease or any rules pertaining to the premises shall be violated, the lessor may, at any time, enter into and take possession of

the premises, sue for and recover all the rent earned up to that date of such entry, and relent the premises for the remainder of the term at the best rent they can obtain for the account of the Lessee(s), who shall jointly and severally be liable for any deficiency. Every demand for the rent after it falls due shall have the same effect in law as if made at the time it fell due.

18. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and shall inure to the benefit of the Lessor and the Lessee, their respective heirs, legal representatives, successors and assigns. So long as the Lessee(s) shall perform hereunder, the Lessor shall warrant and defend the Lessee(s) in the quiet enjoyment and peaceable possession of the above described premises during the continuances of this Lease.

SPECIAL PROVISIONS:

I. Lessee must show proof of renter's insurance.

No alterations of the terms or conditions of this Lease shall be valid unless in writing hereon and initialed by both parties.

IN WITNESS WHEREOF, the parties hereunto set their hands in duplication, the date first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Management

Lessee

Lessee

Lessee