



Providing the best apartments in Clifton

2313 Ravine Street
Cincinnati, OH 45219
513.621.7032

development

Residential Occupancy Agreement

This agreement constitutes the entire agreement between **Paul D Pratt**, the owner and _____

_____ the resident(s) whereby, in consideration of the resident's timely payment of rent and faithful performance of the following agreements, the owner agrees to rent to the resident the premises described as _____ and the resident(s) agree(s) to rent said premises for a period of _____ months beginning on the first day of _____ 20____, and ending on the last day of _____, 20____, under the following terms and conditions:

1. RENT

The rent shall be \$ _____ per month payable and due by the first day of each month. In the event occupancy begins on other than the first day of a month, the second month's rent shall be pro-rated accordingly to the first of the following month; thereafter all rents shall be due on the first of the month. The entire rent shall be payable with a single check or separate checks and / or money orders or cash, but must be paid in its entirety at one time. Rents are payable to **SP Development, Corp.** and should be paid at: **2313 Ravine St., Cincinnati, Ohio 45219**

2. RENT DISCOUNT

Rents shall be considered late on the fourth day of the month. As an inducement to the resident to pay rent on time: if Rent is paid on or before the third day of the month, the resident(s) may deduct as a discount the amount of \$ _____ from the rent remittance. If payment is by check and said check is not honored the first time presented for payment to the bank, the discount shall be forfeited. In addition, said discount shall be forfeited by resident if he or she is in breach of any of the lease clauses contained herein; including but not limited to any charges or funds due and owing to SP Development.

3. DISHONORED CHECK

As a convenience to resident(s) the owner is willing to accept personal checks in payment of any obligation hereunder. However, in the event any check tendered to the owner is dishonored by the bank, then all future rent payments are to be made in cash, certified check or money order. In addition, there will be a service charge of **\$ 25.00** for each dishonored check.

4. SECURITY DEPOSITS

Prior to occupancy, the resident shall deposit with the owner the sum of \$ _____ to secure faithful performance of the provisions of this agreement and shall be refundable to the resident in accordance with the law when the premises has been vacated and left in satisfactory condition with no apparent damage and left clean and neat with all trash removed provided the resident is not in breach of any of the other provisions contained herein and has specifically complied with the following:

- a. Complete cleaning, dusting, washing of entire apartment, including; windows, walls, trim, doors, fans, toilets, sinks, showers, stoves, refrigerator, etc.
- b. Steam cleaning of all carpets and/or waxing of all wood or linoleum floors.
- c. All obligations due hereunder having been paid in full.
- d. The keys have been returned to owner.

The resident hereby instructs the owner to charge against this security deposit expenses incurred for added cleanup, repairs, missing items belonging to the premises or property lot or general damage to the premises. The resident understands and agrees that the security deposit in no way limits his or her liability for damages caused.

The resident expressly understands and agrees that the security deposit may not under any circumstance be used by the resident for rent. The owner may at his election apply any unused portion of the security deposit to unpaid rent or other arrearage. In the event that tenant(s) decide not to occupy the premises after a period of thirty (30) days or more has elapsed from the date of signing the lease and tendering a deposit to reserve and hold the subject premises for a future lease term, then said security deposit tendered by tenant(s) is forfeited unless the subject premises is re-leased to new tenant(s) by the possession date agreed to by the parties of this lease. All security deposit funds due and owing to tenant(s) at the end of the lease term shall be returned to tenant(s) within thirty (30) days of surrendering the premises to the forwarding address(es) provided to owner by tenant(s)

5. PERMITTED OCCUPANTS ONLY

The resident(s) understand(s) and agree(s) no other person(s), other than those listed in this lease shall occupy the premises, in whatever capacity, without the owner's written consent. Such an occurrence will constitute a breach of this agreement.

6. UTILITIES

The resident agrees to pay immediately upon receipt all utility charges including, but not limited to, gas, electricity, water and telephone. If the owner pays any bills on behalf of the resident, the resident agrees to immediately reimburse the owner upon presentation of the bill.

7. PETS

No pet shall be allowed on the premises without written consent of the owner. Any unapproved pets housed at the premises will constitute a breach of this agreement.

8. WATERBEDS

No waterbeds shall be allowed on the premises without written consent of the owner.

9. ACCEPTANCE OF RESIDENCE

The resident(s) agree(s) to notify the owner in writing within seven (7) days of the possession date indicated herein of any damage or defect noted in the subject premises including the appliances and /or fixtures therein. In the absence of any such written notification, the resident agrees with the owner that the subject premises and grounds are clean and in good order and that appliances and / or fixtures therein are in good repair.

10. REPAIRS AND MAINTENANCE

Except in an emergency — and then only to the extent necessary to protect the property and minimize damage — no repairs or alterations shall be made or caused to be made by the resident(s) without first obtaining written permission from the owner. In addition, the resident(s) shall not paint, wallpaper, panel or otherwise redecorate or make alterations or cause to have done any of the forgoing without first obtaining written permission from the owner. The resident shall, at his or her own expense, at all times maintain the residence including the appliances and / or fixtures therein in a clean and sanitary condition and in good repair. In addition, the resident(s) shall keep the premises grounds free of debris and rubbish. The Resident(s) shall be responsible for trash collection by the city each Thursday of each week that they reside in the premises and as such shall abide by all of the garbage guideline rules as are set out in the City of Cincinnati Garbage Guidelines, a copy of which shall be provided to the Resident(s) upon taking possession of the premises. Any ticketed infraction by the City of Cincinnati to the Premises resulting from a failure by the Resident(s) to abide by the rules shall be assessed to the Resident(s) and due and owing by the Resident(s) upon receipt of any such ticket.

At no time shall Resident(s) cause the Gas and Electric Service to be interrupted during their tenancy and the Resident(s) shall never turn the heat below fifty five degrees (55) fahrenheit even if the Residents leave the premises for any extended period of time during breaks and / or holidays.

The resident(s) fully understand(s) and agree(s) that he or she is completely responsible for any and all damage caused by his or her neglect and / or by his or her family, friends and / or invitees.

The resident(s) agree(s) to surrender the subject premises in good repair at termination of this agreement and does expressly instruct the owner to deduct forthwith from the security deposit held any additional expenses incurred as a result of noncompliance with the provisions of this agreement.

11. RULES, REGULATIONS AND STATUTES

The resident(s) agree(s) to abide by all Federal, State and Local Municipal ordinances and statutes relating to the property, its use and tenant's obligations with respect thereto.

12. ACCESS FOR INSPECTION AND ENTRY

When necessary for emergency repairs, maintenance or inspection of the property, the resident(s) agree(s) to permit the owner access to the premises immediately upon such occurrence. The resident hereby gives the owner permission to use his own key to enter upon the premises if the resident(s) is / are unavailable or uncooperative. For showings and routine repairs, maintenance, or inspection of the property the resident(s) agree to permit the owner access upon twenty four (24) hour notice which may be given by phone and / or voicemail.

13. ASSIGNMENT AND SUBLETTING

The resident(s) understand(s) and agree(s) that no person other than those persons indicated in this agreement may occupy the subject premises, that subletting is prohibited and that this agreement may not be assigned by resident(s)

without first obtaining written permission from the owner. Owner may sell or assign the premises or this agreement without consent of resident(s).

14. TERMINATION

This agreement shall continue in effect for _____ months, from the date hereof on the terms and conditions set forth herein and shall terminate on the last day of the last month of the lease term. The resident(s) agree(s) to vacate the premises on or before the last day of the of the last month the lease term. If resident desires to renew or extend the term of this agreement, resident must notify landlord of their desire to extend or renew at least seven (7) months before the end of the term of this agreement. Any requests for an extension or renewal must be mutually acceptable to all parties hereto. Should the Resident(s) decide and the Landlord agree to renew the lease term for another year then the Resident(s) shall sign and execute a new lease agreement and pre-pay the October rent for the new lease term by April 1, of the current lease term. If a lease term is renewed the resident(s) security deposit shall roll-over into the new lease term unless damages have been caused by the Resident(s) in the current lease term in which case the Resident(s) shall be required to make up any deficiency in the security deposit resulting from the cost of the making of necessary repairs by the Landlord to cure any such damages.

15. BREACH OR DEFAULT

The resident(s) shall have breached this agreement if:

- a. The resident fails to pay rent when due, or fails to perform or comply with any of the provisions herein and such failure continues for three consecutive (3) days following notice thereof from owner.
- b. The resident abandons the residence which the parties hereto agree shall be minimally defined as the resident('s) failure to occupy the premises for a period of seven (7) days while the rent remains unpaid.

16. EFFECT OF BREACH OR DEFAULT

In the event of breach or default of any provision of this agreement, the rights of the owner shall be:

- a. The owner shall have the right to cancel and terminate this agreement by giving not less than the required notice of such cancellation and termination in accordance with applicable law.
- b. In the case of abandonment, the resident hereby authorizes the owner to take immediate possession of the residence. Any property left on the premises may be considered abandoned and may be disposed of in any manner allowed by law. To the extent allowed by law, all property left on the premises is subject to a lien in favor of the owner for all sums due hereunder.

17. LAWS

This agreement shall be governed and construed in accordance with the laws of the state in which the premises are located. In the event that any provision hereof is determined to be invalid that shall not serve to invalidate the remaining provisions which shall continue to be in full force and effect.

18. LEGAL ACTION AND ATTORNEY'S FEES

Any legal action brought by either party to enforce any provisions hereof shall be brought in the state and city in which the subject premises are located.

19. LIABILITY OF OWNER

Resident(s) waive(s) all claims against the owner for injury to persons or damage to goods, or property on or about the premises from any cause whatever. The resident(s) will indemnify the owner against any loss or damage to property or persons arising from the failure of the resident(s) to maintain the premises in safe condition or arising from the use of the premises by the resident(s). The owner shall not be liable to the resident(s) for any damage or loss caused by any act of negligence of other occupants of the same building or neighboring or contiguous properties. The resident(s) agree(s) to pay for any and all damages or loss to the premises including building or grounds, and including any loss or injury suffered by such other occupants caused by misuse of the premises or negligence of the resident(s), and his family or invitees.

20. INSURANCE

The resident(s) is / are aware that the owner is not responsible for personal belongings of the resident(s) named herein nor his guests or invitees. The resident(s) is / are hereby advised to obtain at their sole cost and expense and to keep enforced during the entire term of this agreement a policy of renter's insurance with extended coverage endorsement under written by insurance company licensed to issue such insurance in this state, in the amount sufficient to cover the insurable value of their personal possessions located on the subject premises.

21. WAIVER

No failure of the owner to act upon or enforce any provision of this agreement shall be deemed a waiver, nor shall any

acceptance of partial payment of any obligation hereunder prejudice the owner's right to any balance still owing nor affect any pending legal proceedings instituted to enforce any of the provisions hereof.

22. ENTIRE AGREEMENT

The parties hereto agree that the provisions herein constitute the entire agreement between parties and that no warranties or representations except those contained herein have been made or implied. Both parties agree that for any modifications of this agreement to be binding upon the parties, it must be in writing executed by the parties hereto.

23. NOTICES

Any notices or requests which either party may wish or be required to deliver to the other shall be sent by regular mail, postage paid, to, in the case of the resident(s), the address of the subject premises and, in the case of the owner to the same address to which the rent is delivered as indicated in provision No. 1. FIRE, DESTRUCTION OR CONDEMNATION
Should the premises be partially damaged by fire or otherwise, the owner shall, at his election, forthwith repair said damage provided that the repairs can be made within 60 days under the laws and regulations of applicable governmental authorities. Such partial damage or destruction shall neither annul nor void this agreement. Should the owner be unable, or should the owner elect not to make such repairs this agreement shall thereupon cease and the resident shall not be liable for any further rent payments provided the fire or destruction is not caused by the negligence or intentional acts of the resident(s), his or her / their guests or invitees.

Should the premises be rendered untenable or to be completely destroyed by fire or otherwise, or should any act of condemnation be any governmental authorities render any portion of the premises untenable this agreement shall cease and the resident shall be liable for rent only up until the time of such destruction; provided the fire or destruction is not caused by the negligence or intentional acts of the resident(s), his or her / their guests or invites.

25. GENDER, AND JOINT AND SEVERAL LIABILITY

Wherever herein indicated the terms "Owner" and "Resident" shall include the plural as well as the singular and the liability hereunder shall be joint and several whenever there is more than one owner or resident. When used masculine gender shall include the feminine gender. Where there is more than one resident, the obligations hereunder are joint and several.

26. POSSESSION DATE

The date of possession shall be _____ . If the owner is unable to deliver possession on that date, the Resident(s) agree(s) that, unless caused by the owner's gross negligence, the owner shall not be liable for any loss or damage caused thereby, nor shall this agreement become void or voidable. The resident(s) however shall not be liable for any rents until possession is delivered. At the resident('s) sole discretion this agreement may be terminated with a full refund of all deposits collected if possession is not delivered within five (5) days of the original possession date as set out above in this paragraph.

27. ALLOCATION OF MONIES COLLECTED

		Received	To be Paid Prior to Occupancy
RENT: from _____ to _____	Total \$ _____	\$ _____	\$ _____
DEPOSITS: Security and other	Total \$ _____	\$ _____	\$ _____

The undersigned hereby acknowledge they have read all the provisions of this agreement, understand and agree to all such provisions and accept the obligations hereunder imposed jointly and severally.

This agreement is signed and entered into this _____ day of _____, 20_____, at Cincinnati, Ohio.

OWNER: _____

RESIDENT(S): _____