

DATE: \_\_\_\_\_



## RENTAL AGREEMENT

This is a residential rental agreement, made in Cincinnati, Ohio between

\_\_\_\_\_ **Home Network** \_\_\_\_\_ (Owner), and:

\_\_\_\_\_ **TENANT NAME** \_\_\_\_\_ (Tenant)



for the exclusive use of the residential rental unit located at \_\_\_Address and unit #\_\_.

**Term:** Tenant agrees to rent the dwelling for a term of 12 months, beginning \_\_\_\_\_ and ending \_\_\_\_\_. **After** the original term of this 12 month lease this agreement will automatically renew month-to-month. In order to terminate this lease after the agreed rental period is over, either party must give at least thirty (30) days **written** notice of termination or intent to vacate.

1. Rent: The **rent** is agreed to be **\$2,295 rent is due on the first day of each month** if rent is not paid in full by the fifth day of each month, a **\$75.00** late charge will be assessed, plus \$5.00 for each day thereafter. At property managers or owners option, rent payments may not be accepted after the tenth (10th) day of the month and the tenant may be requested to vacate the premises. In the event that a "3 day notice" is delivered for "non payment of rent" a **\$100** delivery fee will be added to tenants account upon delivery. Check or money order should be made payable to Home Information Network, Inc. and mailed, dropped off, or paid via online portal to the following address:

**Home Information Network, Inc.  
6839 Plainfield Rd.  
Cincinnati, OH 45236**

**Or:** go to **www.CincyRentsOnline.com** to pay through our electronic portal using your tenant account number

If applicable, the **pro-rated rent** for the first month is

2. If the Tenant **defaults** in making any payment required by this agreement or if Tenant vacates the premises prior to the ending date of this Rental Agreement, the Tenant agrees to pay any remaining monthly rent payments for the full term of this agreement.
3. The **security/cleaning deposit** on this unit is **\$2,295**, which is refundable within thirty days after the tenant vacates. Tenant hereby authorizes Owner to use for any one or more of the following purposes:
  - a. Payment for delinquent rent
  - b. Repairs or damages to the premises, including furnishings and appliances, caused by Tenant exclusive to ordinary wear and tear
  - c. For cleaning the Premises, if necessary, upon termination of tenancy;
  - d. For payment of any liquidated damages resulting from late rental payment and or/returned checks
  - e. For locks and keys in the event keys are not returned promptly (2 days) upon termination of tenancy.
  - f. Failure to return parking pass with keys, if applicable \_\_\_\_\_
  - g. If tenant vacates or abandons the Premises prior to the end of the term in addition to any remaining rent balance due from original term of lease.

X   Home Information Network, Inc, (REALTOR®) an Ohio licensed real estate broker is authorized to accept and deposit, in REALTOR® non-interest bearing property management trust account, security/cleaning deposits received from prospective Buyers/Tenants.

\_\_\_\_\_ Home Information Network, Inc, (REALTOR®) an Ohio licensed real estate broker shall forward to Owner any security/cleaning deposit received from prospective Buyers/Tenants within 7 days of receipt.

By **signing** below you (Tenant) acknowledge that the rental unit is in clean and acceptable condition upon todays move in date

Tenant(s): \_\_\_\_\_

The security/cleaning deposit shall be held by REALTOR® or Owner, as indicated above, for Tenants faithful performance of the rental agreement and distributed to tenant based on the terms of the Rental Agreement. If the security deposit is deposited in REALTOR® non-interest bearing property management trust account as indicated above, these funds may be used to pay expenses of the property.

**The Tenant agrees that the security deposit may not be applied as rent, and that the full monthly rent will be paid on or before the first day of every month, including the last month of occupancy.** The security/cleaning deposit will be refunded by check, mailed to the forwarding address provided by the Tenant within 30 days. If Tenant has occupied the premises less than the full term of the rental agreement, Owner may retain the entire security deposit of the unfulfilled rent payments. If the security deposit does not cover all charges owed, the Tenant will be notified of the balance due.

4. AFTER COMPLETION OF THE ORIGINAL TWELVE (12) MONTH LEASE AGREEMENT TENANT AGREES TO GIVE AT LEAST 30 DAYS WRITTEN NOTICE OF INTENT TO VACATE TO THE PROPERTY MANAGER OR OWNER PRIOR TO MOVE OUT. **NOTICE OF INTENT TO VACATE MUST BE RECEIVED ON OR BEFORE THE FIRST DAY OF A MONTH AND END ON THE LAST DAY OF THE MONTH.** If tenant fails to give thirty days notice prior to moving, the security/cleaning deposit shall be forfeited.

The Tenant further agrees to the following: Only the following **person(s)** are **permitted to reside** in or on the premises:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

5. Tenant agrees not to **sublet or assign** any part of this dwelling without the express written consent of Property manager or owner. Any person staying more than 3 consecutive days or more than 15 days in any calendar year shall be considered Subtenants of the Tenant. The Tenant must inform the property manager, in writing, of the presence of any subtenants with-in 2 days of such occupancy. The tenant also agrees to furnish the property manager, all pertinent information concerning the subtenant. Property manager or owner reserves the right to refuse including any additional tenants, occupants and/or subtenants to rental agreement.

6. If a **check is returned** by the bank as uncollectable, or returned for insufficient funds, an additional charge of \$50.00 will be due in addition to any late fees. This includes bounced ACH electronic payments.
7. **No Pets** of any type may be kept in or on the premises without the expressed written consent of the property manager or owner. Failure to comply will result in termination of lease and Tenant will forfeit the security deposit.
8. **Smoking is not permitted on premises by Tenants or Tenants guests.** If there is any evidence of smoking by Tenant or Tenants guest on the premises at any time during the rental period, the security/cleaning deposit will be forfeited + immediate \$200.00 smoking penalty will be enforced at the time of the infraction.
9. Tenant agrees not to have any liquid filled **furniture** (water beds, etc.) on premises without the written permission of property manager or owner.
10. The tenant shall use the premises for residential purposes only. Tenant agrees not to use or permit the **use of premises** for any unlawful purposes. Owner/Agent agrees that if Tenant pays the rent 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 Between the hours of 10pm to 8am the Tenant and his/her guests will maintain peaceful and quiet performance on and about the premises.
11. Tenant agrees to maintain premises in good condition during the term of this agreement. Tenant shall be responsible for maintenance and repair of plumbing drain lines that may be required as a result of tenant damage and/or neglect beyond normal wear and tear (*this includes drain clogs due to hair/debris*). All **maintenance requests must** be submitted online and in writing at [www.CincyRentsOnline.com](http://www.CincyRentsOnline.com) for emergency requests call John McGrath at 513-793-3999 x3. The following **\*\*appliances** are included for Tenants use (all boxes that are checked)

<input type="checkbox"/> Stove	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Microwave
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Disposal	<input type="checkbox"/> Water Softener
<input type="checkbox"/> Washer	<input type="checkbox"/> Dryer	<input type="checkbox"/> Garage door remote

12. **Garbage** is to be secured in plastic bags or cans and placed at the designated garbage area. Tenants are required to bring their respective garbage containers to the curb the night before garbage collection, and should return the container to the designated area after collection day. Tenant will commit no **waste** upon the property. The Tenant will not paint, decorate nor make any **changes to the premises** without the expressed written consent of property manager or owner.
13. (tenant initials) **X**\_\_\_\_\_ **Tenant shall not remodel, repair, redecorate, paint or make any modifications to premises without the property manager or owner's express written consent.**
14. **Tenants** are responsible for the cost of **utility charges and services** to the property for each checked box below:

<input type="checkbox"/> <b>Gas</b>	<input type="checkbox"/> <b>Electric</b>
<input type="checkbox"/> <b>Water/Sewer</b>	<input type="checkbox"/> <b>Garbage Removal</b>
<input type="checkbox"/> <b>Heat</b>	<input type="checkbox"/> <b>HOA fees</b>
<input type="checkbox"/> <b>Snow Removal</b>	<input type="checkbox"/> <b>Lawn care</b>

**\*\*Appliances & A/C units:** If an appliance breaks or becomes inoperable during tenants lease term Home Information Network will not be held liable for anything that has been damaged or perished in result of this appliance failing; including food; clothes, or any personal items. If the rental space is not cooled by a central A/C unit then owner shall provide 1 a/c unit for tenants use. If window A/C breaks during tenants rental term the owner will replace 1 A/C unit at owners discretion. Tenant may be liable for replacement cost and labor for installation.

15. All **personal property** placed in or on the premises or in storage areas shall be at the risk of the tenant. Property manager or owner(s) shall not be liable for any loss or damage to such personal property. Renters insurance is recommended of Tenants to insure their personal property. Personal Property must be stored in the designated storage areas or in each tenant's respective unit. Home Information Network, Inc. will not be responsible for personal property left in the common areas of the buildings. We reserve the right to dispose of any personal belongings left in common areas at any time, without notice. In order to keep the building clean, personal property that is not in the designated areas will be removed and thrown away without notice. Home Information Network, Inc. has the right to charge a \$150/month storage fee for any unauthorized use of the common area to store personal items or belongings of the Tenant or Tenants guests.

16. A **vehicle** may be forbidden on the property for any of the following reasons, or at the sole discretion of Property manager or owner:

- flat tires
- any inoperable vehicle
- vehicle with expired tags

17. Tenant agrees to pay for any damage caused by **negligence** on their part or their children or guests. Any broken or cracked windows that occur while the Tenants occupy the property shall be repaired at the Tenant's expense.

18. **Non-Responsibility of Owner/Property Manager for Damages.** Owner, Property Manager, Home Information Network, Inc employees, Agents, or Sub-Contractors is not liable for bodily injury or damage to the personal property of Tenant, members of Tenant's household, or any other Tenants, Tenant's guests, invitees, or licensees, or any other person in or about the Premises, that is caused by or results from latent or patent defects, criminal acts, fire, steam, electricity, gas, water or the weather, or from breakage, leakage, obstruction or from any other cause. Tenant assumes all risk of, and waives all claims against Home Information Network, Inc. and Owner from any such injury or damage.

19. **MAIL:** Upon vacating, Tenant is responsible for notifying the U.S. Post Office of a change of address. Landlord shall not be responsible for any mail attempted to be delivered at the premises after Tenant has vacated, and such mail may be refused at the premises.

20. If during the term of this agreement, the dwelling on the premises is destroyed, or so damaged by **fire, tornado or other casualty** as to render it untenable or unfit for occupancy, this agreement shall terminate effective as of the time of such destruction or damage.

21. Tenant agrees to meet all residential obligations according to **city codes and ordinances**, including health, safety and non-disturbance of peaceful enjoyment by neighbors. Tenant agrees to maintain existing **smoke alarm(s)** in proper working order as required by local fire codes. **Smoke alarm batteries to be replaced by Tenant as needed.**

22. Tenant understands that the Property Manager, Owner or his agents has the **right to enter** the dwelling, during all reasonable hours, and after giving proper 24-hour notice, to inspect for compliance with this agreement, to make repair or to show prospective tenants. No **locks** will therefore be added to the doors without first getting permission and giving a duplicate key to property manager or Owner.
23. There will be a **\$75.00 lock-out charge** assessed for letting in tenants who have locked themselves out of their unit between the hours of 8:00am and 5:00pm. This amount is due at the time entry is given.
24. **Liability for damage, injury and property:** Tenant hereby releases Home Information Network, Inc. and Owner from any and all claims for damages or loss to Tenant's personal property in, on, or about the Premises that are caused by or from risks that are or would be insured under common renters insurance. Tenant hereby waives any and all rights of recovery and rights of subrogation against Home Information Network, Inc. and Owner in connection with any damage or claims that is or would be covered by such insurance.
25. **Indemnification.** Tenant shall indemnify and save Owner/Agent (Home Information Network, INC.) against and from all claims arising for the following, and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim, action or proceeding brought on such claim:
- A. Use of Premises by Tenant, members of Tenant's household, other Tenants, or Tenant's guests, invitees or licensees
  - B. Any activity done, permitted or suffered by Tenant in or about the Premises
  - C. Any breach or default by Tenant under this Lease, or
  - D. Any damages caused to Tenants personal property for the duration of this lease
26. **Harassment.** Any harassment or offensive conduct, as determined by Owner or Property Manager, by tenant or tenant's guests, directed to other tenants, repair personnel, Owner or Property Managers, shall be grounds for immediate termination of this Rental Agreement.

**Tenant Duties:**

The Tenant for himself or herself and their heirs, executors and administrators agree as follows:

- a. To pay the rent herein stated promptly when due, without deductions whatsoever, and without any obligations on the part of the Property Manager or Owner to make any demand for same.
- b. To comply with all the laws, health and policy requirements, with respect to said premises and appurtenances and to hold the Property Manager and/or Owner harmless from all fines, penalties, and costs for violations or non-compliance by Tenant with any said laws, requirements or regulations, and from all liability arising out of any such violations or non-compliance.
- c. Not to use premises for any other purpose deemed hazardous by insurance companies carrying insurance therein.



- d. To permit Property Manager or Owner or his agents to bring unlawful detainer and any other appropriate legal action in the event of a breach or threatened breach by Tenant of any of the covenants/provisions of this rental agreement.
- e. The Tenant, by the execution of this agreement, admits that the unit described herein has been inspected by him, and meets with the approval of the Tenant. The Tenant acknowledges hereby that said premises are in good condition, and agrees that at the end of occupancy to deliver up and surrender such premises to the property manager or owner in as good condition as when received, reasonable wear and tear excepted.

The Tenant, his or her family, and guests will comply with all written **rules and regulations** furnished to the Tenant. The property manager or owner reserves the right to make reasonable rule changes, deletions, and additions from time to time as may be deemed necessary for the safety, care, and cleanliness of the premises and for securing the comfort and convenience of all residents. Failure to comply with any of the above regulations may result with immediate termination of this agreement.

**CIVIL RIGHTS/Fair Housing Statement:** It is illegal, pursuant to the Ohio fair housing law, division (H) of section 4112.02 of the Revised Code, and the federal fair housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

- Other Terms:

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I acknowledge that I have read and understand this agreement and that I have been given a copy on this date\_\_\_\_\_.

Tenant:\_\_\_\_\_

Owner:\_\_\_\_\_

Property Manager:\_\_\_\_\_

Property Manager: Home Information Network, Inc.  
MARK MCGRATH (REAL ESTATE BROKER)  
6839 Plainfield Rd.  
Cincinnati, Ohio 45236

### **Crime- and Drug-Free Housing Addendum**

This document is an addendum and is part of the Lease or Rental Agreement, dated \_\_\_\_\_ by and between, \_\_\_\_\_ **(owner)** and Tenant, \_\_\_\_\_ for the premises located at: \_\_\_\_\_

In consideration of the execution or renewal of a lease of the Premises identified in the Lease or Rental Agreement, Management and Lessee agree as follows:

1. Lessee, any member of Lessees household, or a guest or other person under the Lessees control shall not engage in criminal activity, including drug-related criminal activity, on or near said Premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession within tent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substance Act (21 D.S.C. 802)).
2. Lessee, any member of Lessees household, or a guest or other person under Lessees control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near said Premises.
3. Lessee or members of the household will not permit the Premises to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Lessee or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near said Premises or otherwise.
5. Lessee, any member of Lessees household, or a guest or other person under Lessees control, shall not engage in acts of violence or discharge firearms on or near said Premises.
6. Violation of any of the above provisions shall be a material violation of the Lease or Rental Agreement and good cause for termination of tenancy. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the Lease or Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Lease or Rental Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the Lease or Rental Agreement, the provisions of the addendum shall govern.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent

## WHY TENANTS NEED INSURANCE

Landlord, Owner, or Property Manager does not maintain insurance to cover the personal property of Tenant(s) or personal injury to Tenant(s), their guests or occupants. Tenant(s) are strongly encouraged to obtain rental insurance in the amount of \$300,000 public liability and \$50,000 property damage from whatever cause to his person or property and to the person or property of those on the premises with his consent. Tenant(s) shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage throughout the term of the tenancy. Tenant(s) is responsible to obtain their own insurance. Tenant(s) shall indemnify and hold Home Information Network, Inc., their agents, and employees, and all other parties harmless from all claims arising from any such injury or damage. **YOUR PERSONAL PROPERTY IS NOT COVERED DUE TO DAMAGE WITHOUT RENTERS INSURANCE.**

Tenant acknowledges that Landlord carries insurance for physical damage to the property only, not the contents within or any of Tenant's personal property. Tenant acknowledges and agrees that Landlord shall have no liability for any loss or damage to Tenant's personal property from any cause, and Tenant releases Landlord from and against all such claims. Tenants are encouraged to carry renter's insurance for personal property. The tenant understands that renters insurance is highly encouraged and should be obtained if he/she wants to protect their personal property. Tenant understands that Home Information Network, Inc. or it's Agents, employees, or sub-contractors of the company is not responsible for any damages and will not be held responsible for any damages regarding personal property in a court of law.

Talk to an insurance agent or an attorney and they shall help advise you in making your decision about the types and amounts of coverage you need.

Dated: \_\_\_\_\_

Tenant \_\_\_\_\_

Dated: \_\_\_\_\_

Tenant \_\_\_\_\_