

Tallarigo Properties

LEASE AGREEMENT

AGREEMENT, this _____ day of _____, 20____, between Lessor/Agent and _____ Lessee(s), to lease the premises known as _____, Apt.# _____, Zip _____, commencing on _____, and continuing on a month to month basis.

1. RENT – Lessee shall pay equal monthly installments of \$ _____. First month's rent prorated to \$ _____. Such installments shall be due by 5:00 p.m. on the last day of each month, preceding the month for which the same shall apply. Lessee agrees to pay a late penalty of \$75.00 if the rent is not paid by 5:00 p.m. on the fifth (5th) day of any month during the term of this Lease, and \$5.00 per day for each twenty-four (24) hour period thereafter, until the rent is paid in full. Any partial payments shall not release any obligations of the Lessee nor compromise any of the Lessor's/Agent's rights. All payments are to be made via Direct Deposit, payable to Ben Tallarigo at Superior Credit Union - Routing #241279616/Account #1206151000270, US Bank - Routing #121122676/Account #157540571385, PayPal - btallarigo@gmail.com, or Venmo - Ben Tallarigo 513-477-4111. In the event a check is dishonored, Lessor shall be due a \$50.00 return check fee and late fees until the funds are made good and rent payments thereafter shall be made via money order.

2. SECURITY DEPOSIT – Lessor/Agent hereby acknowledges, by receipt hereof, the sum of \$ _____, which Lessor agrees to hold as a deposit to secure Lessee's faithful performance hereunder. The Security Deposit may not be applied by Lessee as payment of any rent or damages due Lessor, and Lessee is liable for breach of this agreement and shall not be limited to the value of the Security Deposit for damages and/or loss. Lessee agrees to reimburse the Lessor immediately upon presentation of a bill for any damage and/or loss. If the following conditions are met, Lessor shall return whatever is due Lessee within thirty (30) days after Lessee vacates by returning all keys to Lessor. Deposit refunds shall be made payable to the Lessee(s) listed above. Conditions for return of Security Deposit:

A) Return the premises in as good a condition and as clean as when Lessee took possession, or pay a minimum \$400.00 cleaning fee. Lessor shall charge against the Security Deposit for any work he deems necessary and shall make an accounting thereof. Damage from unreported water leaks, including, but not limited to, overflow of water due to stoppage of drain lines, open windows and a/c units shall be billed to the tenant.

B) Give at least thirty (30) days written notice of the date of vacation, the date the keys will be returned, and a forwarding address. The last rent payment shall be a full monthly payment through the last day of the final month with vacation prior to the first day of the following month. Lessee shall be assessed a \$125.00 fee for any key not returned.

C) Allow Lessor/Agent, to show the premises at reasonable times after any decision to vacate. If tenant vacates and fails to immediately remove personal property, that property shall be deemed abandoned.

D) Lessee agrees that Lessor may deduct any unpaid balances, damages and/or losses, services, utilities, late payment fees, and/or return check fees, from the Security Deposit.

3. UTILITIES – Lessee shall pay monthly for all utilities used on the premises including; gas, electric, water, sewage, garbage and storm water management utility, plus a \$10.00 meter reading and accounting fee. Water, sewage, garbage, storm water management utility and common utilities shall be computed for the building on a _____ per capita basis, payable upon receipt to Ben Tallarigo.

4. MAINTENANCE – Lessee shall maintain and keep the premises clean, with garbage put out weekly to the street not before 7:00 a.m. _____. Bathroom, kitchen and appliances are to be thoroughly cleaned after each use. The premises is rented insect and rodent free and it is the Lessee's responsibility to exterminate in the future should this become a problem. Lessee shall maintain interior temperature at a level to prevent condensation and/or freezing and shall be liable for any damage from failure to do so. Lessee shall be responsible for snow removal including entry ways, decks and railings within 48 hours of each occurrence. Noise within the premises is to be kept to a minimum. NO SMOKING is permitted within the building. Lessee is subject to eviction if these standards are not maintained.

5. SUB-LEASE – Lessee shall not sub-lease, assign or SHARE the premises or any part thereof without the written consent of the Lessor/Agent. Occupancy by guests without approval is prohibited and shall be cause for eviction. Children are not allowed on the premises except under the supervision of an adult at all times. The Lessee is fully responsible and liable for any injury to a child and any damage to the premises by the child. Lessee agrees that the premises will be used for residential purposes only and will only be occupied by those named in this Lease Agreement or listed on the rental application. Anyone occupying the premises other than those named in this Lease Agreement, listed on the rental application or as a registered guest shall result in an additional \$30/day/guest rent increase from the date any notice is given from Lessor/Agent and shall be cause for eviction.

6. SMOKE DETECTORS – A smoke detector and fire extinguisher have been installed in the premises. It is the Lessee's responsibility to maintain these devices in a fully operational condition at all times. There will be a \$75.00 charge in the event either device is found out of service at any time.

7. RIGHT TO ENTER – Lessor/Agent shall have the right to enter the premises during all reasonable hours and reserves the right to perform monthly inspections. Lessor/Agent shall call first unless in an emergency.

8. REDECORATION – Lessee shall not cause any permanent change to the premises, change locks, paint, or redecorate the premises without the written consent of the Lessor and without an additional security deposit paid to the Lessor. Tenant shall not use tape or tacky adhesive. No satellite dishes. New cable must have prior approval.

9. ANIMALS – Lessee shall not keep or allow anyone to bring animals upon the premises without the written consent of the Lessor/Agent. Lessee agrees to indemnify Lessor against any liability associated with any animals on the premises owned by or associated with the Lessee his agents,

guest, or invitees. Violations of this Animal Clause will result in a \$300.00 per month rent increase for each animal, effective from the date any notice is given from Lessor/Agent, plus a \$750.00 additional Security Deposit, and shall be cause for eviction at the option of the Lessor/Agent.

10. PARKING – Lessee shall park only in their assigned parking place _____. Lessee shall be responsible for guest vehicles parked on the property. No vehicles are to park in assigned parking places of others. Lessee shall be fined \$100.00 per occurrence if vehicles are not removed, for any reason, within the allotted time designated by the Lessor/Agent.

11. STORAGE – Lessee shall store possessions only in the designated storage area. Common areas shall not be used for storage unless additional rent is paid. Lessor shall not be responsible for any damage and/or loss, including, but not limited to fire, water, or theft of Lessee's possessions anywhere on the premises.

12. INSURANCE AND INDEMNIFICATION – Lessee agrees to provide insurance coverage for Lessor's property and any liabilities for all risks resulting from the negligent acts of Lessee, his agents, guests, or invitees, applicable to any part of the premises. Lessee further agrees to indemnify Lessor for any damage or loss resulting from a failure of Lessee to maintain such coverage with a minimum liability of \$250,000.00 for such risks and shall further indemnify Lessor should Lessor become liable to any guests, servants, agents or insurers of Lessee. Lessee shall be liable for any damage resulting to Lessor or other persons from the failure of Lessee, his agents, guests, or invitees to abide by this agreement, and for any and all damages to said premises caused by misuse, abuse, or neglect by Lessee, his agents, guests, or invitees. Lessor and his property shall be named as insured on Lessee's policy. Lessee shall provide Lessor/Agent with evidence of insurance documentation.

13. DEFAULT – If any default of lessee hereunder shall continue for three (3) days after notice thereof, Lessor/Agent may, by giving notice to Lessee, terminate the Lease and re-enter the demised premises by summary proceedings evicting the Lessee and removing all property therefrom; and shall thereafter relet the premises for the best rent obtainable. Lessee shall remain liable for the balance of the rent due under the terms of this Lease, less any net rent obtained by Lessor after such reletting, plus the costs of any repairs, alterations, painting and cleaning incurred by the Lessor, together with court costs and related expenses. Each signatory to the Lease Agreement shall be jointly and severally liable for the full amount of the rent and all terms and conditions herein set forth. Lessee acknowledges that in the event of a default by Lessee or tenancy less than 180 days from the commencement date above, Lessor will endeavor to mitigate Lessee's damages and that this mitigation will involve untimely expenses to Lessor, including the value of Lessor's services, for which Lessee agrees it has responsibility. In order to avoid future contention, the parties agree that these expenses shall be calculated as follows and may be charged against the Security Deposit: Document Preparation: - \$65.00; review of documents with Lessee - \$150.00; placing ads - \$125.00; fielding phone calls - \$275.00; showing apartment - \$350.00; default accounting and communications - \$250.00. Lessor/Agent has read and explained this clause to me and I understand and agree to its terms - _____ initial.

14. ENTIRE AGREEMENT – This Lease Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements between them relating to the subject premises. The apartment is rented in its current condition upon move in. Any deficiencies in condition must be reported in writing within 72 hours of Lessee(s) taking possession of the premises on the Move-In/Out Checklist provided and include supporting pictures. This contract is binding immediately, making all payments nonrefundable, except under the terms of Clause #2 above. IN WITNESS WHEREOF, the parties in agreement hereto, having read all of the above, voluntarily set their hands on the day first written above.

_____ Lessor/Agent	_____ Date
_____ (Print)	
_____ Phone #	
_____ Email	
_____ Address	

_____ Lessee	_____ Date
_____ (Print)	_____ Phone #
_____ Email	
_____ Lessee	_____ Date
_____ (Print)	_____ Phone #
_____ Email	