

**RESIDENTIAL LEASE AGREEMEMT**

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord, **Northstar United Investment Group, LLC**, shall be referred to as "LANDLORD" and Tenant(s), **\_\_\_\_\_\_\_\_\_\_\_\_\_**, shall be referred to as "TENANT." As consideration for this agreement, LANDLORD agrees to rent to TENANT and TENANT agrees to rent from LANDLORD for use solely as a private residence, the premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** **Dayton, Ohio 45405**.

1. **TERMS:** TENANT agrees to pay in advance **$\_\_\_\_.00** per month on the **1st** day of each month. This agreement shall commence on \_\_\_\_\_\_\_\_\_\_**, 2018** and continue until \_\_\_\_\_\_\_\_\_\_**, 2019** as a leasehold. Thereafter it shall become a month-to-month tenancy. If TENANT should move from the premises prior to the expiration of this time period, he/she/they shall be liable for all rent due until such time that the Residence is occupied by an LANDLORD approved paying TENANT and/or expiration of said time period, whichever is shorter.

2. **PAYMENTS**: Rent and/or other charges are to be paid at such place or method designated by the Landlord as follows:

* 1. By mail to: **Northstar United, 301 Lenox Avenue #309, Oakland, CA 94610.** All mailed payments are to be made by cashier’s check or money order only. Personal checks will not be accepted. Mailed payments shall be deposited into the U.S. Postal Service, UPS, FedEx or a similar mail carrier and postmarked by the 5th day of each month;
	2. By PayPal to:**NorthstarUnitedInvesments@gmail.com**;
	3. By Chase QuickPay with Zelle to: **NorthstarUnitedInvesments@gmail.com**;or
	4. Online at [www.northstarunited.com](http://www.northstarunited.com/).

LANDLORD acknowledges receipt of the First Month's rent of **$\_\_\_\_.00**, and a Security Deposit of **$\_\_\_\_.00**, and additional charges/fees for **NONE**, for a total payment of **$\_\_\_\_\_.00**. All payments are to be made payable to **Northstar United Investments Group, LLC**.

3. **SECURITY DEPOSITS**: The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to TENANT within **30 days** after the premises have been completely vacated less any amount necessary to pay LANDLORD; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to TENANT within **30 days** of move-out. If deposits do not cover such costs and damages, the TENANT shall immediately pay said additional costs for damages to LANDLORD.

4. **LATE CHARGE**: A late fee of **$50.00**, (not to exceed **10%** of the monthly rent), shall be added and due for any payment of rent made after the **5th** of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of **$45.00**.

5. **UTILITIES**: TENANT agrees to pay all utilities and/or services based upon occupancy of the premises.

6. **OCCUPANTS**: Guest(s) staying over 15 days without the written consent of LANDLORD shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of LANDLORD obtained in advance **NONE**.

7. **PETS**: No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the LANDLORD. Such consent if granted, shall be revocable at LANDLORD'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of **$200.00** shall be required along with additional monthly rent of **$30.00** along with the signing of LANDLORD'S Pet Agreement. TENANT also agrees to carry insurance deemed appropriate by LANDLORD to cover possible liability and damages that may be caused by such animals.

8. **LIQUID FILLED FURNISHINGS**: No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the LANDLORD. TENANT also agrees to carry insurance deemed appropriate by LANDLORD to cover possible losses that may be caused by such items.

9. **PARKING**: When and if TENANT is assigned a parking area/space on LANDLORD'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on TENANT'S Application attached hereto. TENANT is hereby assigned or permitted to park only in the following area or space **ATTACHED GARAGE SPACE**. The parking fee for this space (if applicable is **$\_\_\_** monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by TENANT or TENANT'S guest(s). TENANT is responsible for oil leaks and other vehicle discharges for which TENANT shall be charged for cleaning if deemed necessary by LANDLORD.

10. **NOISE**: TENANT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another TENANT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. **DESTRUCTION OF PREMISES**: If the premises become totally or partially destroyed during the term of this Agreement so that TENANT'S use is seriously impaired, LANDLORD or TENANT may terminate this Agreement immediately upon three day written notice to the other.

12. **CONDITION OF PREMISES**: TENANT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by LANDLORD are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. TENANT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by TENANT, his guests and/or invitees, *except as provided by law*. At the termination of this Agreement, all of above items in this provision shall be returned to LANDLORD in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to LANDLORD. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **ALTERATIONS**: TENANT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the LANDLORD except as may be provided by law.

14: **PROPERTY MAINTENANCE**: TENANT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. TENANT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. TENANT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. TENANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

15. **HOUSE RULES**: TENANT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

16. **CHANGE OF TERMS**: The terms and conditions of this agreement are subject to future change by LANDLORD after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to TENANT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

17. **TERMINATION**: After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all TENANT'S belongings, and keys and other property furnished for TENANT'S use are returned to LANDLORD. Should the TENANT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, TENANT shall be liable for additional rent and damages which may include damages due to LANDLORD'S loss of prospective new renters.

18. **POSSESSION**: If LANDLORD is unable to deliver possession of the residence to TENANTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior Tenants to vacate or for any other reason, the TENANT and/or LANDLORD may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

19. **INSURANCE**: TENANT acknowledges that LANDLORDS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall LANDLORD be held liable for such losses. TENANT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION**: LANDLORD may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. LANDLORD shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform.

21. **ASSIGNMENT**: Except as otherwise provided in the state law of Delta, TENANT agrees not to transfer, assign or sublet the premises or any part thereof without Landlord’s prior written consent.

22. **PARTIAL INVALIDITY**: Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD'S or TENANT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER**: LANDLORD'S acceptance of rent with knowledge of any default by TENANT or waiver by LANDLORD of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by LANDLORD of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES**: If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **JOINTLY AND SEVERALLY**: The undersigned TENANTS are jointly and severally responsible and liable for all obligations under this agreement.

25. **REPORT TO CREDIT/TENANT AGENCIES**: You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

26. **LEAD NOTIFICATION REQUIREMENT**: For rental dwellings built before 1978, TENANT acknowledges receipt of the following: (Please check) \_\_\_ Lead Based Paint Disclosure Form \_\_\_ EPA Pamphlet

27. **ADDITIONS AND/OR EXCEPTIONS** **NONE**.

28. **NOTICES**: All notices to TENANT shall be served at TENANT'S premises and all notices to LANDLORD shall be served at: **Northstar United,** **301 Lenox Avenue #309, Oakland, CA 94610**.

29. **INVENTORY**: The premises contains the following items, that the TENANT may use: **stove, refrigerator, heater, and air conditioner**.

30. **KEYS AND ADDDENDUMS**: TENANT acknowledges receipt of the following, which shall be deemed part of this Agreement: (Please check) \_\_\_ Keys **[\_\_\_\_\_\_ (\_\_)]** #of keys and purposes, House Rules \_\_\_, Pet Agreement and \_\_\_ Other **None**.

31. **ENTIRE AGREEMENT**: This Agreement constitutes the entire Agreement between LANDLORD and TENANT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. **RECEIPT OF AGREEMENT**: The undersigned TENANTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

TENANT'S Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT’s Name (Please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT'S Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LANDLORD'S Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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LANDLORD'S Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_