

RESIDENTIAL LEASE AGREEMENT

This agreement (the "LEASE AGREEMENT"), is between 438E 15TH LLC (the "LANDLORD"), and the Tenant(s) as listed below, hereinafter referred to as the "TENANT(S)".

1. TENANT(S):

- A.
- B.
- C.

2. RENTAL PROPERTY: The LANDLORD agrees to rent to the TENANT(S), the property located at 438E 14TH AVE, COLUMBUS, OH, 43201 the "LEASED PREMISES".

3. TERM OF LEASE AGREEMENT:

The Lease Agreement will begin on AUGUST 1, 2018 and will end on JULY 31, 2019.

4. USE & OCCUPANCY OF PROPERTY:

The only person(s) living in the property is/are above referenced TENANT(S).

Any change in the occupancy will require written consent of the LANDLORD.

Any change in occupancy may be subject to an adjustment in the amount of rent.

The TENANT(S) will use the property only as a residence, NOT A PLACE OF BUSINESS.

5. AMOUNT OF RENT: The amount of the Rent is \$960 to be paid monthly.

reduced to \$900 in 2021

6. DATE RENT IS DUE: The rent is due on or before the 1st day of each month.

7. LATE FEE:

- A. If the rent or any other charges are not received by the LANDLORD on or before 3 days after the rent due date, TENANT(S) pays a fee of \$10 per day the rent is late, in addition to the rent.
- B. Rental payments paid late 3 times within a 12 month period creates a default of the LEASE AGREEMENT.
- C. Payments received by LANDLORD when there are arrearages, shall be credited first to any outstanding balance, and then applied to the current amount due.

8. RETURNED PAYMENTS:

- A. A "bad check" fee of \$45 will be added for all returned payments.
- B. If TENANT(S)' financial institution causes your rental payment to be late, a late charge will apply (\$10/day).

9. SECURITY DEPOSIT:

- A. The TENANT(S) have paid to the LANDLORD a Security Deposit of \$600 (from previous lease at 414E 14TH AVE).
- B. Security Deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys (\$25 per key) once the LEASE AGREEMENT has ended and/or for any unpaid charges or attorney fees suffered by the LANDLORD by reason of TENANT(S)' default of this LEASE AGREEMENT. TENANT(S) may be responsible for any unpaid charges or attorney fees, suffered by the LANDLORD by reason of TENANT(S)' default of this LEASE AGREEMENT in accordance to state and local laws and regulations.
- C. The Security Deposit cannot be used as payment for rent and/or other charges due during the term of this LEASE AGREEMENT.
- D. The LEASED PREMISES must be left in good, clean and sanitary condition with all trash, debris, and TENANT(S)' personal property removed. The LEASED PREMISES shall be left with all appliances and equipment in working order.
- E. LANDLORD'S recovery of damages will not be limited to the amount of the Security Deposit.
- F. Provided the TENANT(S) fulfills all of the obligations of the LEASE AGREEMENT, the LANDLORD will return either an itemized accounting for charges with any balance of the security deposit or the entire security deposit to the Tenant within 30 days.
- G. If TENANT(S)' financial institution returns a rental payment and causes the rental payment to be late, a late charge of \$45 will apply.

10. CONDITION OF PROPERTY:

- A. The TENANT(S) acknowledges that the TENANT(S) has inspected the LEASED PREMISES and at the commencement of this LEASE AGREEMENT, the interior and exterior of the LEASED PREMISES as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- B. The TENANT(S) agrees that neither the LANDLORD nor his agent have made promises regarding the condition of the LEASED PREMISES.
- C. The TENANT(S) agrees to return the LEASED PREMISES to LANDLORD at end of the LEASE AGREEMENT in the same condition it was at the beginning of the Lease Agreement.

11. UTILITIES & SERVICES:

TENANT(S) is required to register electricity and gas services in TENANT(S)' name. TENANT(S) understands and agrees that these utilities & services are to be paid and operational at all times. Water & Sewer services will be in LANDLORD's name, and payed by LANDLORD.

12. APPLIANCES:

- A. LANDLORD will supply and maintain the following appliances:
STOVE, REFRIGERATOR, DISHWASHER, WASHER DRYER

- B. TENANT(S) will keep appliances in good working order and report any malfunction to the LANDLORD.
Any damage sustained due to the neglect or misuse by TENANT(S), or failure to inform the LANDLORD in a timely manner, will become the responsibility of the TENANT(S), either in the repair or replacement.
- C. TENANT(S) agrees that the items specified above are the property of the LANDLORD and will remain with the LEASED PREMISES at the end of this lease term.
- D. TENANT(S) must have written approval before installing any other appliance(s).
- E. LANDLORD accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by TENANT(S).
- F. TENANT(S) agrees he/she is responsible for any damage that occurs resulting from the addition of any appliance supplied by TENANT(S).

13. MAINTENANCE AND REPAIRS:

- A. LANDLORD shall be responsible for repairs in or about the LEASED PREMISES unless caused by the negligence of the TENANT(S).
- B. TENANT(S) will be responsible for any repairs caused by TENANT(S)' negligence.
- C. It is the responsibility of the TENANT(S) to promptly notify the LANDLORD of the need for any such repair of which TENANT(S) becomes aware.
- D. If any required repair is caused by the negligence of the TENANT(S) and/or TENANT(S)' guests, the TENANT(S) will be fully responsible for the cost of the repair and/or replacement that may be needed.
- E. The TENANT(S) must keep the LEASED PREMISES clean and sanitary at all times and remove all rubbish, garbage, and other waste INCLUDING PET WASTE in a clean, tidy and sanitary manner.
- F. TENANT(S) must abide by all local recycling regulations.
- G. The TENANT(S) shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
- H. The TENANT(S) is not permitted to paint, make any alterations, improvements or additions to the LEASED PREMISES without first obtaining the written permission of the LANDLORD. The LANDLORD's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.
- I. Upon approval of the LANDLORD, TENANT(S) may have any necessary repair performed by a reputable contractor and then may deduct the cost from the next month's rent. TENANT(S) must provide a receipt to the LANDLORD.
- J. TENANT(S) must REPLACE FURNACE FILTER FOUR TIMES PER CALENDAR YEAR (16" X 25" X 1").
- K. TENANT is responsible for snow and ice removal on all exterior stairs, porches, parking areas and walkways, and will not hold LANDLORD liable for any injuries or damages incurred before, during or after snow and/or ice removal.

14. RIGHT OF ENTRY:

- A. LANDLORD and/or his agents, with 24 hours written notice have the right during the term of this LEASE AGREEMENT to enter LEASED PREMISES during reasonable hours to inspect, make repairs or improvements or show prospective buyers and/or Tenant(s) the property.
- B. In the event of an emergency, LANDLORD reserves the right to enter LEASED PREMISES without notice. It is required that LANDLORD have a working set of keys and/or security codes to gain access to the LEASED PREMISES.

15. PETS: The following pets are allowed: ONE ADULT CAT. Any additional pets must be approved of by the LANDLORD in writing, and may require additional deposit(s) and increase in rent.

16. RULES AND REGULATIONS

- A. Late fees are strictly enforced and any unpaid fees will not be waived.
- B. The TENANT(S) may not interfere with the peaceful enjoyment of the neighbors.
- C. Garbage/Trash and Recyclables must be taken out on the scheduled day(s) of trash removal.
- E. TENANT(S) shall abide by all Federal, State, and Local laws.
- F. TENANT(S) shall notify the police and LANDLORD of any illegal activity that is witnessed in or around the LEASED PREMISES.
- G. TENANT(S) agrees not to use the LEASED PREMISES for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the LEASED PREMISES.
- H. TENANT(S) agrees to test smoke detector(s) monthly as well as maintain operational batteries at all times.
- I. TENANT(S) must report any malfunction with smoke detector(s) immediately to LANDLORD. The TENANT(S) agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed in or on the LEASED PREMISES.
- J. TENANT(S) agrees that hazardous materials are not permitted on premises, including any inflammables.
- K. Under no circumstance may a stove, oven or range be used as a source for heat.
- L. Charcoal and Gas cooking grills, and space heaters may not be used inside the LEASED PREMISES.
- M. TENANT(S) shall use ventilating fans at all times when bathing and cooking.
- N. All windows and doors must remain closed during inclement weather.
- O. TENANT(S) will immediately notify LANDLORD of any pest control problems.
- P. TENANT(S) will notify LANDLORD of any changes in employment.
- Q. The basement and/or attic may not be modified for use as living quarters without written permission of the LANDLORD.
- R. Waterbeds and liquid furniture are not permitted without the written permission of the LANDLORD.
- S. TENANT(S) must obtain written permission to install a satellite system or antenna(e).
- T. TENANT(S) will not store or park a recreational vehicle, commercial vehicle, or watercraft on LEASED PREMISES without LANDLORD'S written permission.

17. INSURANCE:

TENANT(S) agrees to be solely responsible for any damage to or loss of the TENANT(S)' personal property. Accordingly, TENANT(S) WILL OBTAIN RENTER'S INSURANCE WITH AN INSURANCE COMPANY LICENSED IN THE STATE OF OHIO EFFECTIVE ON OR BEFORE THE BEGINNING DATE OF THIS LEASE AGREEMENT AND WILL FURNISH PROOF OF SAID INSURANCE WITHIN SEVEN (7) DAYS OF THE BEGINNING DATE OF THIS LEASE AGREEMENT.

18. SECURITY NOT PROMISED: TENANT(S) has inspected and acknowledges that all door and window locks, fire extinguishers, security alarm systems and/or carbon monoxide detectors are in sound working order. TENANT(S) further understands and acknowledges that although the LANDLORD makes best reasonable efforts to make the LEASED PREMISES safe and secure, this in no way creates a promise of security.

19. SECURITY HARDWARE: TENANT(S) will not change, or install additional locks, bolts or security systems without the written permission of the LANDLORD. Unauthorized installation or changing of any locks will be replaced at TENANT(S)' risk and expense. TENANT(S) shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

20. ENDING OR RENEWING THE LEASE AGREEMENT: At the end of the Lease term, this LEASE AGREEMENT will automatically continue on a month to month basis SUBJECT TO YEARLY INCREASE OF 5%, at which time the Landlord and/or Tenant may end this Lease Agreement by giving to the other 30 days prior written notice.

21. MISREPRESENTATION: If any information provided by TENANT(S) in application for this LEASE AGREEMENT is found to be knowingly incorrect, untruthful and/or misleading, it will constitute a breach of this agreement.

22. BINDING OF HEIRS AND ASSIGNS: All provisions, terms and conditions of this LEASE AGREEMENT shall be binding to TENANT(S), LANDLORD, their Heirs, Assignees and Legal Successors.

23. NOTICES: Any notice(s), required by the terms of this LEASE AGREEMENT shall be in writing to and/or from the LANDLORD and/or TENANT(S) by personal hand delivery, registered mail, or email.

24. ABANDONMENT: IF TENANT(S) vacates the LEASED PREMISES before the end of the Lease term without written permission from the LANDLORD, the LEASED PREMISES is then considered to be abandoned and TENANT(S) is in default of this LEASE AGREEMENT. Under these circumstances, TENANT(S) may be responsible for damages and losses allowed by federal, state and local regulations.

LANDLORD'S REMEDIES:

A. If TENANT(S) violates any part of this LEASE AGREEMENT including non-payment of rent, the TENANT(S) is in default of this LEASE AGREEMENT. In the event of a default, the LANDLORD may initiate legal proceedings in accordance with local and state regulations to evict or have TENANT(S) removed from the LEASED PREMISES as well as seek judgment against TENANT(S) for any monies owed to LANDLORD as a result of TENANT(S)' default.

B. If TENANT(S) is in default of the LEASE AGREEMENT, all rent for the balance of the term of this LEASE AGREEMENT is immediately due to the LANDLORD and the LANDLORD may sue for the entire balance as well as any damages, expenses, legal fees and costs.

C. The TENANT(S) understands and agrees that if the TENANT(S) files a petition of bankruptcy, it will not release TENANT(S) from the fulfillment of the terms and conditions of the LEASE AGREEMENT.

26. SUBORDINATION: This LEASE AGREEMENT is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the LANDLORD is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

27. CONDEMNATION: If the whole or any part of the LEASED PREMISES is taken by any authority having power of condemnation, this LEASE AGREEMENT will end. TENANT(S) shall peaceably vacate the LEASED PREMISES and remove all personal property and the lease terms will no longer apply. The TENANT(S), however is responsible for all rent and charges until such time that TENANT(S) vacates the LEASED PREMISES.

28. ASSIGNMENT OR SUBLEASE: TENANT(S) agrees not to transfer, assign or sub-lease the LEASED PREMISES without the LANDLORD's written permission.

29. JOINT AND SEVERAL LIABILITY: The TENANT(S) understands and agrees that if there is more than one TENANT(S) that has signed the LEASE AGREEMENT, each TENANT(S) is individually and completely responsible for all obligations under the terms of the LEASE AGREEMENT.

30. SEVERABILITY: If any part of this LEASE AGREEMENT is not valid, enforceable, binding or legal, it will not cancel or void the rest of this LEASE AGREEMENT. The remainder of the LEASE AGREEMENT will continue to be valid and enforceable by the LANDLORD, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

31. GOVERNING LAW: This LEASE AGREEMENT shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

32. PARAGRAPH HEADINGS: Paragraph headings in this LEASE AGREEMENT are for convenient reference only and do not represent the rights or obligations of the LANDLORD or TENANT(S).

33. ENTIRE AGREEMENT:

- A. LANDLORD and TENANT(S) agree that this LEASE AGREEMENT and any attached Addenda, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the LANDLORD and TENANT(S) regarding the LEASED PREMISES.
- B. TENANT(S) acknowledges the receipt of any disclosures required by the State of Ohio as well as any disclosures required by federal, state, and local jurisdictions.

NOTICE: This is an important legal document. You may have an attorney review the LEASE AGREEMENT prior to signing it. You are giving up certain important rights. If the LANDLORD fails to enforce any provision of this LEASE AGREEMENT, it will not constitute a waiver of any default, future default or default of the remaining provisions. Time is of the essence in this LEASE AGREEMENT.

By signing this LEASE AGREEMENT the TENANT(S) certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this LEASE AGREEMENT.

-The following page is a Signature Page -

SIGNATURE PAGE FOR LEASE OF 438E 14TH AVE COLUMBUS OHIO 43201

TENANT(S) SIGNATURES:

Name: _____

Signature: _____ date: _____

Name: _____

Signature: _____ date: _____

Name: _____

Signature: _____ date: _____

LANDLORD'S SIGNATURE:

Name: 438E 14TH LLC

By its agent, TIMOTHY J KLINGBEIL

Signature: _____ date: _____

This signature page may be signed in counterparts, the collection of which will be considered a consolidated signature page.