# Venice Properties

PO Box 20098 • Columbus, OH 43220 (614) 923-9627



# 1. Lease Agreement

#### 1.1 LEASE PARTIES

This Lease Agreement (this "Lease") is made in Columbus Ohio between Venice Properties (the "Landlord") on behalf of itself and as a duly authorized agent of << Property Name>> (the "Owner") and:

# <<Tenants (Financially Responsible)>>

(each a "Resident" and together, the "Residents") regarding the Landlord's lease to the Residents of the property commonly known as:<<**Unit Address>>**(the "Premises"). The Residents are obligated herein on a joint and several basis. The Landlord and the Residents are referred to herein individually as a "Party" and together, as the "Parties".

The Residents may add another individual as a Resident herein (an "Additional Resident") with the prior written approval of the Landlord in the Landlord's sole and absolute discretion and subject to such terms and provisions as shall be required by the Landlord, which may include increased Rent and Security Deposit, lease application fees and other charges.

# 1.2 LEASE AND PERMITTED USE OF THE PREMISES

In consideration of mutual covenants, promises and agreements herein contained, Landlord hereby leases the Premises to the Residents and the Residents hereby lease the Premises from the Landlord. The Premises shall be limited to the residential dwelling unit thereon and the land of the parcel of the Premises and shall NOT include any garage or other structure located on said parcel, unless otherwise agreed to between the Parties. Landlord reserves exclusive rights relating to said garage or other structure located on said parcel.

Each Resident shall use and occupy the Premises for residential purposes alone and shall not conduct any business, occupation, or other activity thereon, including without limitation allowing parking for collegiate athletic events. No Resident may use or permit the use of the Premises for any unlawful purpose or for any purpose or act which will, in Landlord's reasonable judgment, adversely affect the value or quality of the Premises. Residents further agree not to disturb or annoy other occupants of the neighborhood of the Premises.

Each Resident shall comply with the Rules and Regulations provided herein or attached hereto for the use and occupancy of the Premises as such rules and regulations may from time to time be promulgated by Landlord for the best interests of the Premises. Landlord shall have no liability for violation by any Resident of any such rules or regulations, nor shall such violation by any other Resident excuse a Resident from compliance with said rules and regulations.

#### 1.3 TERM OF THIS LEASE

The term of the Residents' lease and occupancy of the Premises shall commence on the earlier to occur of (i) << Move-in Date>>; or (ii) such time as Landlord shall grant access to the Residents in writing via email (the "Move-In-Date") and end on << Lease End Date>>(the "Lease-End-Date") unless earlier terminated (a) in accordance with the terms herein or (b) by the Residents vacating the Premises, in the sole and absolute discretion of the Landlord (the "Term").

# 1.4 RENT AND ADDITIONAL RENT

In exchange for the rights granted herein, the Residents shall pay an annual rent to Landlord in the amount of <<**Total Rent for Lease Term>>**, which shall be payable in monthly installments of <<**Monthly Rent>>** (the "Rent"), each due and payable in advance on the first (1st) day of each month of the Term. Rent shall be payable electronically in accordance with instructions provided from time to time by Landlord. There shall be no proration of Rent for any partial month included in the Term. Each Resident acknowledges that Landlord requires Rent for the payment of obligations and indebtedness relating to the Premises and that delayed payments of Rent may cause charges to Landlord and/or impact its creditworthiness. Any Rent that is not timely paid shall incur charges of (i) a \$50 administration fee; (ii) late charges of \$50 per day until full payment of Rent is received if the monthly Rent is less than \$1,500, late charges of \$75 per day until full payment of Rent is received if the monthly Rent is between \$1,499 and \$3,000, late charges of \$100 per day until full payment of Rent is received if the monthly Rent is equal to or more than \$3,000.

Additional Rent. Any payments due to Landlord from the Residents herein other than Rent are "Additional Rent." Any Additional Rent that arises herein, except in connection with the late payment of Rent, that is not received by Landlord when due and payable from the Residents shall incur a late fee of \$50 (for example without limitation, any Additional Rent connected to an administration fee charged herein). Additional Rent shall be payable electronically in accordance with instructions provided from time to time by Landlord.

Application of Funds. The Landlord may apply funds received from the Residents to amounts owed by the Residents at Landlord's discretion, including but not limited to: first to late fees, NSF fees, application fees, utility fees and maintenance bill backs and then to Security Deposit, Rent and Additional Rent.

#### 1.5 UTILITIES

The Residents shall be responsible for the timely payment of all utilities serving the Premises, whether separately metered or billed to the Premises and whether titled in the name of Landlord or one or more Residents, that shall apply to usage during the Term, including without limitation: GAS, ELECTRIC, WATER, TELEPHONE, INTERNET, CABLE TV and any other service provided to the Residents. The Residents' failure to complete such timely payments shall constitute an Event of Default of this Lease.

Regardless of anything to the contrary herein, unless otherwise specifically provided by Landlord, if the utility charges for water usage serving the Premises shall remain in the name of the Landlord or Owner, along with each payment of the Rent, the Residents shall pay to Landlord as Additional Rent herein, \$20 a month for each Resident occupying the Premises for such water usage. In addition, the Residents shall promptly pay Landlord as Additional Rent hereof any water usage charges in excess of an amount equal to \$20 multiplied by the number of Residents occupying the Premises, upon notice from the Landlord of such excess usage.

Prior to occupancy of the Premises, the Residents shall register all utilities of the Premises into the name of one or more Residents, with the failure to so register resulting in an administration fee of \$50 per month until such failure is remedied, which administration fee shall be Additional Rent.

The Residents shall ensure that gas shall be supplied to the Premises at all times during the Term and that the temperature inside of the Premises shall be maintained at levels to ensure that water shall not freeze within pipes of the Premises. The Residents are responsible for the payment of any repairs, replacements and any damage to the Premises that resulting from the Resident's failure to so maintain the temperature of the Premises. If at any time the Residents have gas service disconnected for any reason, or if Landlord has to pay a gas bill to avoid a disruption in service, the Residents shall be charged \$300 administrative fee for the work necessary to resolve the issue, which fee shall be Additional Rent.

To the extent that any utility service is required to be titled to Landlord or Owner, Resident shall promptly pay or reimburse Landlord for its usage of such utility service, which may be estimated by Landlord, in which case, Residents shall be responsible for any usage in excess of average amounts, which shall be Additional Rent.

## 1.6 SECURITY DEPOSIT

Upon the full execution of this Lease, the Residents shall deposit with Landlord the sum of one month's rent in the amount of <<Monthly Rent>> which amount is to remain on deposit with Landlord during the Term as security for the payment of rent and full performance by the Residents of all of the covenants, obligations, agreements, and conditions of this Lease (the "Security Deposit").

If an Event of Default (as defined in Section 1.30) arises, such amount may be applied toward damages arising from such Event of Default. Said deposit shall not be construed as liquidated damages and need not be kept by Landlord in a separate fund. No interest shall be payable to a Resident on the Security Deposit. The Landlord shall have the right to apply the Security Deposit, or a portion thereof, to cure any Event of Default of a Resident. To the extent that the Security Deposit is applied by the Landlord to remedy an Event of Default, the Residents shall, upon written demand by Landlord, remit to Landlord a sufficient amount of cash to restore the Security Deposit to its original amount. Upon surrender of the Premises at the termination of this Lease the balance of the Security Deposit shall be returned to one or more of the Residents, with each Resident agreeing to disburse the amount among themselves as they shall agree.

If Owner assigns its interest in the Premises, Owner shall transfer the Security Deposit to the assignee who shall assume liability thereof. The Security Deposit cannot be used for last month's rent.

Landlord will account for and return unused Security Deposit as provided by RC 5321.16. All disputes relating to the Security Deposit at the expiration or termination of this Lease shall be submitted to mandatory mediation as a condition precedent to litigation. The mediation service shall be Capital Mediation Associates, 665 Metro Place South, Suite 600 Dublin, Ohio 43017, unless the parties otherwise agree. The cost of mediation shall be borne equally by the parties and any required deposit shall be made by both parties before commencement of mediation.

#### 1.7 INSURANCE

Each Resident will do nothing and permit nothing to be done on the Premises that will contravene any fire or other insurance policy covering the Premises. If a Resident's use or occupancy of the Premises increases the premium of any fire or other insurance policy, the Residents shall pay such increase to Landlord upon demand, which increase shall be Additional Rent. Each Resident acknowledges that neither the Landlord, the Owner nor any insurance policy of either shall apply to the property and possessions of the Residents. Each Resident acknowledges that it is his or her sole responsibility to obtain any insurance over their property and possessions.

## 1.8 COMMUNICATION AND EMAIL

All communication and written notices between the Residents and the Landlord shall be conducted through email. It is the responsibility of each Resident to insure that Landlord's email address is permitted to be received by his or her email-inbox and/or by its email provider and that Landlord's email address is NOT categorized as spam. The Residents agree to promptly acknowledge emails from Landlord to confirm receipt and/or respond to any inquiry. The Residents and Landlord agree to provide current email addresses within two (2) days of any change.

# 1.9 MOVE-IN DATE

The Residents shall be entitled to use and occupy the Premises beginning on and NOT BEFORE the Move-In-Date, provided however that the Move-in Date is conditioned upon Landlord's ability to secure possession of the Premises from any defaulting prior occupant of the Premises by said Move-in Date. If Landlord cannot deliver possession of the Premises to the Residents at said Move-in Date, the Residents' right of possession shall be postponed. If Landlord cannot deliver possession by August 15, Landlord may elect to provide temporary alternate housing to the Residents (motel, for example) at a maximum rate of \$50 per day per 3 people until Landlord is able to deliver possession and compensate the Residents for extra moving expenses at the rate of \$75 per person, along without abatement of rent. If Landlord elects not to provide alternate housing, the Residents may terminate this Lease or may receive delayed possession of the Premises when available with the rent under this Lease prorated. Under no circumstances will Landlord or Owner have any other liability to the Residents for delayed occupancy due to a defaulting prior occupant of the Premises.

#### 1.10 RESIDENT'S REPRESENTATIONS AND POSSESSION

Each Resident represents and warrants that the statements made on his or her online application are true, complete, and accurate. Any false, incomplete, or inaccurate information provided by a Resident shall constitute an Event of Default entitling Landlord to exercise any available remedy.

# 1.11 PETS

NO ANIMALS SHALL BE PERMITTED IN, ON, OR ABOUT THE PREMISES WITHOUT THE PRIOR CONSENT OF LANDLORD. Allowing pets to occupy the Premises shall be an Event of Default. In addition, the Residents are responsible for all damages resulting from any pet(s) on the Premises. Each Resident agrees that neither Landlord nor the Owner shall be responsible for any injury, harm, or death of any animal on the Premises, and agrees to hold Landlord and Owner harmless for any damages suffered as a result of any harm caused on any animal or by any animal upon any person. The Residents shall be responsible for the entire amount of all damages caused by any pet on the Premises as well as the entire amount of any injury to individuals or property.

#### 1.12 PARKING

Each Resident wishing to park an automobile at the Premises must purchase a parking permit from the Landlord at the cost of \$20 per month, which parking shall be subject to such rules and regulations as shall be provided by Landlord from time to time. The monthly fee for any Resident wishing to park an automobile in a garage at the Premises shall be \$50 per month.

No Resident may park any vehicle in the grass, yard or any area whose purpose is not intended for parking and any violation shall incur \$500 charge per occurrence, which charge shall be Additional Rent. Any vehicle that is improperly parked, parked without a parking permit or that is blocking aisles, ingress or egress, other vehicles or garbage collection will be towed at the expense of its Owner. Any vehicle determined by Landlord to be inoperable, unlicensed, or undrivable shall be subject to immediate removal at its owner's cost. No repairs or maintenance to vehicles may be conducted on the Premises or any separately provided parking area. The Residents are liable for any damage to parking areas, building parts, signage, or structures caused by a Resident or its guest's vehicles whether in violation of parking rules or not. If a Resident is found responsible for leakage damage, they will be assessed a \$250 charge for the administrative expense to resolve the issue.

The Residents shall be liable for any charges incurred by the Landlord to restore the Premises due to improper parking, which charges shall be Additional Rent. Parking is not guaranteed and Landlord may alter parking privileges for efficient operation and may revoke a parking permit for cause, which may include receiving two or more complaints by other individuals as verified by Landlord.

## 1.13 RELEASE

The Residents may not sublet the Premises and may not assign this Lease or any rights or obligations herein without the prior written consent of Landlord. Any Resident wishing to assign right or obligations under this Lease shall make a written request to Landlord with payment of a fee of \$400 to Landlord and such other information as shall be requested by Landlord.

# 1.14 CONDITION OF PREMISES

Each Resident hereby acknowledges and represents that he or she has inspected the Premises and agrees that the Premises are habitable and in satisfactory condition and repair and accept the Premises in its "AS-IS" condition.

# 1.15 MAINTENANCE OF THE PREMISES

The Residents shall surrender possession and occupancy of the Premises at the expiration or termination of this Lease in the same condition as received by the Residents on the Move-in Date, reasonable wear and tear excepted. Each Resident agrees to use and occupy the Premises in a safe, careful, and proper manner, exclusively for residential purposes and to use all electrical, gas, plumbing and heating fixtures and appliances therein a safe manner and in accordance with any operation instructions.

The Residents shall notify the Landlord of any condition of the Premises that shall be in a state of disrepair and of any requests for maintenance or repair of the Premises through the AppFolio user portal.

The Residents are responsible for paying for any repairs or replacements of the Premises that are necessitated due to misuse, abuse or neglect of a Resident or its guest or invitee and any damage to the Premises caused by misuse, abuse or neglect of a Resident or its guest or invitee, including, but not limited to, any and all damage caused by or attributable to the Residents failure to maintain the temperature of the Premises at a level high enough to prevent pipes from bursting in cold weather.

Each Resident acknowledges that the City of Columbus may inspect rental properties, including the Premises, at any time. The Residents shall be responsible for and indemnifies Owner and Landlord from any fines, fees, costs, expenses, damage or repairs or replacements that shall be necessary due to a Resident's failure to comply with local ordinances, including without limitation allowing electric cords or cable wires along floors, extension cords, laundry/debris on floors and in hallways, space heaters, flammable objects near the furnace, etc. which indemnity shall be Additional Rent.

The Residents shall call the city of Columbus at 614-645-3111 (or other applicable number) and arrange for independent collection of garbage to avoid overflow of garbage on the Premises.

Any repairs necessary by acts or omissions of a Resident, or others on Premises with a Resident's consent shall be paid by the Residents at cost incurred by Landlord or if repairs are performed by Landlord directly, at the rate of seventy-five (\$75) dollars per hour plus cost of materials, which charges shall be Additional Rent.

Garbage disposal lock ups or backups & clogged toilets are presumed to result from improper use and shall be the Resident's responsibility and the Residents will be charged seventy-five dollars (\$75) for Landlord's maintenance to standard drain, garbage disposal, or plumbing backups, if the cause of the backup is due to improper use, which charge is Additional Rent.

Main line sewer backups are not considered standard plumbing backups if a Resident's improper use is responsible for a main line sewer backup, Residents are responsible for all costs associated with the backup.

# 1.16 PEST CONTROL

Pests can pose significant problems to people, property, and the environment. All universities and university housing are located in areas where pests can be present. Each Resident agrees that prior to moving any personal property into the Premises, he or she will inspect the Premises for any pests and/or rodents. If any pests and/or rodents are detected, the Residents shall immediately notify Landlord of the detection. If the Residents have not moved any personal property into the Premises, Landlord will be responsible for pest control costs. If the Residents do not notify Landlord of any detection and proceed to move their personal property into the Premises, each Resident agrees that the Premises was not infested with pests and/or rodents prior to the Resident's occupation.

During the Term, Landlord shall provide adequate pest control to treat general pests. If any infestation on the Premises or adjacent real property is attributable to the conduct of a Resident or his or her guests or invitees, then the Residents shall be responsible for the costs of the extermination of the pests on all of the infested properties.

Each Resident acknowledges and accepts that Landlord and Owner are limited in their ability to address pest situations, and each Resident waives the right to claim Landlord to be responsible for continual issues. Each Resident acknowledges that extermination of pests includes the use of chemicals in and around the Premises. Each Resident agrees to cooperate with Landlord in all extermination procedures, preparation requirements, steps needed to sanitize the Premises, or any other requests made by the pest control company engaged to provide services. Each Resident authorizes Landlord and/or its pest control company to enter the Premises to perform any necessary treatment. The Residents are responsible for keeping the Premises sanitary including bug and animal control (unless infestation is the direct result of Landlord negligence) including but not limited to: mice, rats, cockroaches, bed bugs, flees, flies, etc.

# 1.17 LANDLORD MAINTENANCE OBLIGATION

Except as provided in Section 1.15, Landlord shall be obligated to maintain, repair, and replace items of the Premises that are owned by or leased to Landlord or Owner that are in a state of disrepair upon receipt of notification from each Resident or upon Landlord's independent detection.

With at least twenty-four (24) prior notice to the Residents, Landlord, its agents, employees and contractors, may from time to time, enter the Premises to render customary or necessary maintenance, repairs replacements, or construction of improvements of the Premises, for showing the Premises to prospective tenants or purchasers and for all other proper purposes, provided however that no advance notice shall be required during the last fifteen (15) days of the Term as Landlord may enter the Premises to prepare the Premises for subsequent rental.

Landlord shall have the right to enter without advance notice to make emergency repairs or to protect property from damage or persons from injury.

Each Resident agrees that Landlord shall NOT be required to provide more than one (1) notice of entry for any repairs, replacements or improvements that may take more than one (1) day to complete.

Landlord may enter the yard of the Premises at any time and without advance notice for care, maintenance and upkeep of the yard, landscaping, trees and plants and for ingress and egress to any garage.

#### 1.18 USES

The Premises will be used solely as a dwelling to be occupied by no more than the number of persons set forth on the application for Lease, including children, and for no other purpose. No other person shall be permitted to dwell in the Premises without prior written consent of Landlord.

Any guest whose visit shall exceed two (2) consecutive weeks at the Premises will be presumed to be dwelling in the Premises and constitute an Event of Default. Landlord may terminate this Lease or require a rent adjustment, increased Security Deposit payment, application fee, as well as a filled-out application to rent and signed Lease from such new Resident at Landlord's option. Limitations on additional Residents are governed by City Code occupancy limits; any Resident(s) found to violate City Code shall be subject to fines and eviction proceedings.

Each Resident acknowledges that the Premises has a finite number of approved bedrooms with proper egress. If the number of Residents exceeds the number of approved bedrooms, it is the responsibility of the Residents to share as many bedrooms as necessary. Each Resident agrees to and shall indemnify, defend and save harmless Landlord, Owner and their affiliates (and the agents, servants, employees, members, officers and directors of them) from and against any and all claims, damages, liabilities, damages, actions, causes of action (including without limitation claims for bodily injury, disease and/or death) resulting from or in any way related to a Resident's improper use of any unapproved space within the Premises, which indemnity shall be Additional Rent.

### 1.19 ALTERATIONS

No Resident may remodel or make any structural changes, alterations, additions or decorations to the Premises, paper, paint or redecorate, nor install, attach, remove, or exchange appliances or equipment, such as air conditioning, heating, refrigeration or cooking units, radio television antenna, satellite dishes, nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), without prior written permission of the Landlord. No Resident may decorate or allow the decoration of the exterior of any building on the Premises.

# 1.20 TERMINATION OF LEASE

The Residents shall vacate the Premises promptly on or before the Lease-End-Date. On or before the Lease-End-Date, the Residents shall surrender the Premises and all fixtures, equipment, and possessions of Landlord in good, clean and operating condition, ordinary wear and tear excepted. (Note: holes in drywall, personal items left in home, trash and debris inside or outside of the Premises are NOT normal wear and tear).

Any personal property or other property remaining in the Premises or on the Premises after expiration or termination of this Lease or after the Residents vacate the Premises will be deemed to have been abandoned and Landlord shall have the right to dispose of such property in any manner and in Landlord's sole discretion. Each Resident agrees to release Landlord from any and all liabilities, liens, claims, damages, costs, fines, penalties, suits, actions or causes of action arising from this disposal. This provision shall survive the termination of the Lease.

# 1.21 LEASE RENEWAL

Provided that no Resident has been in default of the terms of this Lease during the Term, the Residents shall have the exclusive option to renew the Term of this Lease, which option shall expire on the 1st day of October that follows the Move-In-Date, by providing written notice thereof to Landlord no later than said date. If the Residents have not exercised said option prior to its expiration, the Landlord is free to agree to lease the Premises to any party after the termination or expiration of the Term of this Lease.

Approval of any Lease Renewal request is at the discretion of the Landlord and agreement on the renewal rental rate. Landlord will notify the Residents of provisional approval of the Lease Renewal in writing within 30 days of receipt of Lease Renewal request.

Landlord reserves the right to cancel any exercised Lease Renewal at any time prior to termination of Term, if one or more Residents shall be subject to an Event of Default after the option to renew the Term of this Lease has been exercised by the Residents. Landlord shall notify the Residents of the exact increase in rent by February of that year. In the event of Rent increase, the Residents shall have 10 days to rescind the Lease Renewal. All other Lease terms and Guarantees shall be fully enforceable during any Lease Renewal. If one or more Residents choose not to renew, the non-renewing Resident shall be released from obligations of the Lease at the termination of the effective Term.

Holding Over. If any Resident continues to occupy the Premises after the expiration or termination of this Lease, such Resident shall pay \$200 per day holdover rent for leases under \$2000 per month and \$350 per day holdover rent for leases over \$2,000 per month. The entire Security Deposit made prior to Initial Term shall be retained through Renewal period regardless of one or more Residents choose not to renew the Lease.

# 1.22 DESTRUCTION

If the Premises is destroyed by reason of fire or other causality not resulting from the negligence of a Resident or a Resident's family, guests, licensees, employees or agents, and as a result thereof shall be uninhabitable, the Rent shall be abated until the Premises shall have been restored to a habitable condition; provided however, if the Landlord does not or cannot repair the Premises within 90 days, this Lease shall terminate and neither party shall have any further liability to the other. If, however, such damage or destruction does not render the Premises uninhabitable, the Landlord shall promptly undertake to repair the same within 90 days, in which event this Lease shall remain in full force and effect without any abatement of rent. Neither the Landlord nor the Owner shall not be liable to the Residents for failure to repair caused

by actions not within Landlord's control, such as governmental or other authorities.

#### 1.23 WAIVER

No waiver by Landlord of an Event of Default shall be construed to be a waiver of any terms of this Lease or of any subsequent Event of Default. The Landlord's acceptance of any late payment of Rent or Additional Rent shall not operate as a waiver of such Event of Default, even though acquiescence continues for an extended time.

#### 1.24 COUNTERPARTS

This Lease may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

# 1.25 JOINT AND SEVERAL LIABILITY OF RESIDENTS

Each Resident agrees and acknowledges that the Residents are jointly and severally responsible for all terms and conditions of this Lease (even if Landlord accepts separate rent payments from separate Residents) and that no partial compliance relieves any part from further liability. For the purposes of move-in paperwork, Landlord may accept the signature of one person on this lease as agent for all applicant Residents.

#### 1.26 SECURITY SYSTEM AND SURVEILANCE SYSTEM

If a Resident desires a security system, one may be installed with the prior permission of Landlord. Landlord shall not be obligated to install such system. No monitored system may be used by a Resident unless the Landlord receives a signed amendment to this Lease guaranteeing the payment of all monitoring fees and false alarm fees and fines by whomever assessed.

The Landlord may install surveillance cameras to monitor portions of the Premises that are outside of the dwelling unit, in its sole and absolute discretion.

#### 1.27 SMOKE DETECTORS

Each Resident acknowledges that multiple smoke detectors are installed in the Premises. The Residents shall test the smoke detectors to ensure that they are operating on the Move-in Date. The Residents agree to inspect and test the smoke detectors periodically and at least once each month. No Resident may tamper with, remove, or replace any parts or equipment of any smoke detectors except for the replacement of dead or missing batteries. The Residents will promptly notify the Landlord of any inoperative smoke detector. Landlord will not be responsible or liable for replacing or repairing any inoperable smoke detector until the Residents have notified the Landlord of an inoperative smoke detector. The Landlord may charge the Residents with a service charge if the service call results from the Residents failure to replace any dead or missing batteries or in the event of misuse of any smoke detector. The Residents shall be liable for immediately paying the cost of repairing any damages caused to the smoke detector by the Resident's negligence or misconduct. The Landlord shall not be responsible for any injury or damage to persons or property occurring in the Premises that in any manner arises from the Residents' failure to test, inspect, or maintain the smoke detector as herein provided or from the Residents' failure to comply with local governing authority; and the Residents shall indemnify Landlord from such damage or liability. Any cost of replacing a smoke detector, or its batteries after the Residents vacate the Premises may, at the Landlord's option, be deducted from the Security Deposit. The Residents are responsible for replacing any dead batteries with the battery type specified in the smoke detector instructions. If the smoke detector will not operate after the Residents replace the batteries, the Residents will promptly notify Landlord. The Residents and their guests and invitees shall abide by all smoke detector rules.

#### 1.28 ADDITIONAL TERMS

Each Resident acknowledges it has had a meaningful opportunity to review and consider the terms of this Lease and that it has had a meaningful opportunity to consult with legal counsel about the terms of this Lease. The Premises are leased in its AS-IS condition. All residents and co-signers agree to have all leasing documents electronically signed by Leasing Package Due Date or Landlord reserves the right to cancel Lease.

This Lease shall be interpreted as consistent with the Ohio Landlord Resident Act (RC Ch. 5321.). If any term or condition of the lease is found to be unenforceable as written, it shall be enforced to the full extent permitted under Ohio law.

This Lease shall be at all times subject and subordinate to the lien of any mortgage(s) or encumbrance(s) now on the Premises or which may later be placed on the Premises. Each Resident further agrees to execute and deliver to Landlord, Owner and/or their respective lender any instruments which Landlord, Owner or any lender may reasonably request to subordinate this Lease to any such mortgage or encumbrance, or to certify that Landlord and Owner have complied with their obligations under the Lease.

### 1.29 CHARGES UPON MOVE OUT

Before vacating the Premises, the Residents shall clean the Premises, including without limitation any appliances provided by the Landlord,

and remove all trash from the Premises and shall assure that the carpets are cleaned and free of soiled spots and stains, and that the Premises are left in "broom clean" condition. If the Residents do not perform the required cleaning and trash removal, Landlord will perform the cleaning at the Resident's expense.

The Residents shall deliver all keys to Landlord upon vacating. The Landlord shall charge the Residents for any repairs that are required to restore the condition of the Premises to that of the Move-In-Date, reasonable wear and tear excepted.

The following list is just a sample of some of the charges that may be deducted from the Security Deposit if applicable: Replace front door (\$950) or interior door (\$500), unless they are custom size, if custom size then either will be at cost. Fix door entry jamb \$500 per incident. Missing key or damage to any door lock \$150 per incident. Replace or rehang smoke detectors \$35 per incident. Replace fire extinguisher \$250 per incident. Rehang fire extinguisher or fire escape ladder \$25 per incident. Replace fire escape ladder \$200 per incident. Replace or rehang CO2 detector \$35 per incident. Replace burned-out light bulbs \$25. Replace light fixture \$100 per incident. Clogged drain or toilet \$75 per incident. Rehang or replace broken blinds \$35 per blind unless custom size-if custom size then at cost. Hauling furniture or any personal items home \$50 per item. Hauling any excess garbage or furniture from yard or garbage area \$100 per item. Drywall damage under 6"x"6 shall be \$100 per hole, drywall damage above 6"x6" shall be at cost. Carpet cleaning \$200 per room. Replacement of any appliance shall be at cost. Replacement of carpet, tile, or LVT flooring shall be at cost. Painting that is needed because of anything other than normal wear and tear shall be at cost. Damages to counter tops for new installation of countertop at cost. Damaged cabinets shall be at cost. Cleaning of home at cost. Any extermination for pest treatment will be at cost.

# 1.30 DEFAULT BY RESIDENTS

In addition to any Event of Default otherwise described herein, each of the following shall be an Event of Default by the Residents:

- 1. If the Residents shall fail to complete any payment required herein to be made to Landlord when due and payable, to include without limitation, Rent and Additional Rent.
- 2. If a Resident has failed to satisfy any obligation herein or violates any covenant, term, condition, provision, rule or regulation herein and such failure is not completely cured within ten (10) days after receipt of notice from Landlord of such Event of Default, provided however, there shall be no cure period for the same Event of Default under this Paragraph B occurring within a twelve-month period.

If a Resident or the Residents shall default in the due performance of or compliance with any of the terms hereof, and such default shall continue for ten (10) days after the date of Landlord's notice to the Residents thereof (a "Default Notice") then, and in any such event, Landlord and/or Owner may, in addition to any and all other rights or remedies that may be available to Landlord and/or Owner either under this Lease, at law, or in equity, terminate this Lease by delivering a notice to the Residents that this Lease is terminated (a "Termination Notice"), in which event, this Lease shall expire and terminate, subject to the provisions of Sections 1.20 and 1.29, and all rights of each Resident under this Lease shall cease as of the date of the Termination Notice. Thereupon, but subject to the provisions of Sections 1.20 and 1.29, the Residents shall surrender possession of the Premises and will pay, on demand, all out of pocket costs and expenses incurred by or on behalf of Landlord and/or Owner, including, without limitation, reasonable attorneys' fees and expenses (if and to the extent permitted by law) occasioned by any Event of Default by a Resident under this Lease. In the event of termination of this Lease as provided in this Section, Landlord and/or Owner, in addition to any and all rights and remedies allowed by law and equity, shall upon such termination be entitled to recover damages in the amount equal to the value of the Rent for the entire remainder of the Term, plus its reasonable costs incurred, including reasonable legal expenses, to terminate this Lease and each Resident's possession of the Premises.

The Landlord may enter into and upon the Premises and otherwise to do all things deemed necessary or desirable by Landlord in order to cure any Event of Default, and the Residents shall pay the Landlord on demand all sums expended by the Landlord in curing or attempting to cure any such Event of Default, which amount shall be Additional Rent.

# 1.31 INDEMNIFICATION

The Residents shall indemnify the Landlord and the Owner and save each harmless from any and all liability, claims and loss sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises caused or brought about by the act or omission of a Resident including: (i) any failure by a Resident to perform any of the terms or conditions of this Lease on their part to be performed; (ii) any accident, injury or damage which shall happen at, in or upon the Premises attributed to the negligence or willful misconduct of a Resident; (iii) any matter or thing arising out of the condition, occupation, use, or operation by a Resident of the Premises, or any part thereof and (iv) any failure of a Resident to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority.

By initialing below, you acknowledge and agree to the terms in Section	1.
--	----

X	
	Initial Here

# 2. Co-signer Form

#### 2.1 CO-SIGNER UNCONDITIONAL GUARANTEE OF LEASE OBLIGATION

In order to induce Landlord to enter into this Lease each of the following individual's does hereby unconditionally guarantee the prompt performance by the Residents of all obligations, terms and conditions of this Lease (each a "Guarantor" and together, the "Guarantors"). Each Guarantor agrees that it shall not be necessary for Landlord and/or Owner to exhaust its remedies against the Residents before calling upon his or her for fulfillment of any of the obligations, terms and conditions hereby guaranteed. It is hereby agreed that no modification, extension, indulgence, forbearance or change granted to the Residents shall release a Guarantor from this guaranty. The liability of each Guarantor shall be joint and several with the Residents and to the same extent.

I/we certify that the below listed information is true and accurate and hereby agree to allow Landlord, its agents, employees and contractors to request and review credit reports and verification.

# 2.2 JOINT AND SEVERAL LIABILITY I realize that the terms and obligations of this Lease are joint and several and I have read and understand all terms of this Lease. 2.3 SIGNATURES

I realize that the terms and obligations of this Lease are joint and several and I have read and understand all terms of this Lease.

X	
Initial Here	

# 3. EPA Lead Based Paint Addendum

By initialing below, you acknowledge and agree to the terms in Section 2.

## 3.1 DISCLOSURE OF INFORMATION ON LEAD BASED PAINT

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.
Lessor's Disclosure (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
(ii)NL Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. (b) Records and reports available to the lessor (check (i) or (ii) below): (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
(ii) _NL Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
Lessee's Acknowledgment (signatures on following page showing acceptance of emailed pamphlet from EPA)
(c) _Signatures on next page Lessee has received copies of all information listed above.
(d) _Signatures on next page Lessee has received the pamphlet Protect Your Family from Lead in Your Home.
Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

By initialing below, you acknowledge and agree to the terms in Section 3.

X		
	Initial Here	

# 4. Rules And Regulations

#### 4.1 RULES AND REGULATIONS

Without limitation, each Resident agrees to:

- Keep the Premises safe and sanitary.
- Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner and place trash and recycling containers out for collection on the designated day for collection.
- Keep all plumbing fixtures in the Premises as clean as their condition permits.
- Use and operate all electrical and plumbing fixtures properly.
- Comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes.
- Personally refrain and forbid any guest or invitee from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the Premises.
- Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by Landlord.
- Conduct yourself and require your guests and invitees to conduct themselves in a manner that will not disturb neighbors' peaceful enjoyment of their property.
- Personally refrain and forbid any guest or invitee from discarding cigarette butts or trash in the yard or otherwise outside of suitable
  waste receptacles. In the event that Landlord elects to remedy any violation of this paragraph (i) upon demand, the Residents shall pay
  Landlord an amount equal to the number of Residents occupying the Premises multiplied by \$100 per incident, which amount shall be
  Additional Rent.
- Not permit any person to chain any bicycle to any part of the home or porch of the Premises.
- Maintain an extra entrance key to the Premises. In the event of any violation of this paragraph (l) where a locksmith is required to gain
  access to the Premises, the Residents shall be responsible for any charges of the locksmith.
- Not order or authorize repairs of the Premises, or any part thereof, without prior approval from Landlord.
- Not use sheets, towels, or blankets as window coverings.
- Notify Landlord of any vandalism to the Premises or the theft of any fixtures or appliances therefrom within three (3) days of its
  occurrence, otherwise, Resident will be deemed to have permitted the occurrence and be responsible for charges to restore the Premises
  from the vandalism or the replace such fixtures or appliances.
- No Resident may change any locks on any door of the Premises, including exterior, interior, and affixed to any improvement on the Premises.
- Residents will not use any temporary pools anywhere in the yard.
- Each Resident will comply with all local, state and federal laws, including without limitation laws regarding the illegal use, manufacture, or distribution of a controlled substance. Proof of illegal activity may be reasonably inferred by the Landlord from suspicious facts circumstances including, but not limited to, police investigations, witness and/or complaint reports, police warrants, or other suspicious activity.
- For reasons of the Resident's own safety, no Resident may place upholstered furniture on any exterior porch, deck, roof or any other open dwelling and will be subject to a \$500 charge per occurrence (for putting Landlord at risk of a fine and the administrative expense to resolve the issue) in addition to any City of Columbus fines/penalties imposed.
- Also, the Residents will be responsible for any hauling charges incurred by Landlord as a result.
- At no time is any Resident allowed on the roof or any exterior dwelling of unit and any Resident caught on roof or exterior dwelling is subject to a \$500 charge per occurrence as well all applicable City of Columbus fines.
- No Resident may remove the fire escape ladders from the hooks that they are on in any bedroom.
- Landlord's property insurance agreement prohibits the use of any type of grill, exterior fire pits, fireplaces, fireworks, and candles.
- Landlord acknowledges that hosting a few friends to the Premises for socializing or schoolwork is normal and permitted. However, the Premises is not a "party house". No Resident may have or permit any party on the Premises, including the lawn, driveway, porch, balcony, garage, fire escape. For purposes of this Lease, a "party" is deemed to occur on the Premises in violation of this Lease if any such event is indicated in any police report, if Landlord reasonably concludes in its sole discretion that there is evidence of a party (such as complaints from neighbor(s), undiscarded trash, banners and other party items) or if any part of the Premises is occupied by more than one person per 10 full square feet of area. No beer kegs are permitted on the Premises at any time without prior written approval from the Landlord. In the event that Landlord elects to remedy any violation of this paragraph (x) upon demand, the Residents shall pay Landlord an amount equal to the number of Residents occupying the Premises multiplied by \$100 per incident, which amount shall be Additional Rent.

By initialing below, you acknowledge and agree to the terms in Section 4.



[signatures follow]

# 5. Sign and Accept

# 5.1 ACCEPTANCE OF LEASE

Electronic signatures. This is a legally binding document. By typing your name, you are agreeing to use the electronic means to sign this and representing that the typed name is intended by you as your electronic signature in accordance with the Ohio Uniform Electronic Transactions Act. You are not obligated to agree to providing electronic signatures. If you decline to do so, you must sign and provide Landlord the original signed version. In that event, this document may be signed in counterparts which shall be as binding as if all the signatures appeared on the same document.

Lessee		
Date Signed		
Lessor		
Date Signed		