

## RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this 1<sup>st</sup> Day of October, 2017.

BETWEEN:

Alibaba Holdings LLC

- AND -

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

### Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as 3607 Wallwerth Toledo, Ohio 43612 (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
2. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
3. No pets currently residing on premises. Please see number 48.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
7. The Property is provided to the Tenant without any furnishings.

### Terms

8. The term of the Lease commences at 12:00 noon on October 1st, 2017 and ends at 12:00 noon on September 31st, 2018.

### Rent

9. Subject to the provisions of this Lease, the rent for the Property is \$800.00 per month (the "Rent").
10. The Tenant will pay the Rent on or before the 1<sup>st</sup> (first) of each and every month of the term of this Lease to the Landlord at [REDACTED] or at such other place as the Landlord may later designate by cash or check.

### Quiet Enjoyment

11. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

### **Tenant Improvements**

**12.** The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

### **Damage to Property**

**20.** If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

### **Care and Use of Property**

**21.** The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

**22.** The Tenant will not engage in any illegal trade or activity on or about the Property.

**23.** The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

**24.** The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

**25.** If the Tenant is absent from the Property and the Property is unoccupied for a period of **4 (four)** consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

26. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

**Address for Notice**

29. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

a. Name: [REDACTED]

b. Phone: [REDACTED]

c. Name: [REDACTED]

d. Phone: [REDACTED]

30. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: **Alibaba Holdings LLC.**

b. Address: [REDACTED]

The contact information for the Landlord is:

a. Name: [REDACTED]

c. Phone: [REDACTED]

**General Provisions**

31. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

32. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

33. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.

34. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

35. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

36. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

**37.** The Tenant will be charged an additional amount of **\$10.00** per day late fee if rent is paid after the **3<sup>rd</sup>** of each month.

**38.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**39.** This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.

**40.** This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

**41.** This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party except to the extent incorporated in this Lease.

**42.** The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

**43.** The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

**44.** The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.



**45.** During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

**46.** Time is of the essence in this Lease.

**47.** Tenant is to pay an additional **\$50.00** Monthly towards water bill. If water exceeds **\$150.00** in a **3 (three)** month period, tenant is responsible for overage charges.

9/22/17


48. Tenant Has Animal on Premises and agrees to pay \$50 per month for 6 months. Then we will set up a walk through and if there is no damages caused by the animal, the \$50 per month will be terminated.

Tenant:  X 

Alibabe Holdings LLC

Landlord: 

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 1<sup>st</sup> day of **October, 2017**.

Tenant:  X 