

# RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this 1st day of September 2019.

BETWEEN:

**Alibaba Holdings LLC**

(the "Landlord")

-AND-

[REDACTED]

(individually the "Party" and collectively the "Parties")

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 Tenant the house, municipally described as 2327 Ward Street, Toledo, Ohio (the "Property"), for use as residential premises only.
2. ~~No animals~~ are allowed to be kept in or about the Property without the revocable written permission of the Landlord.
3. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
4. The premises are to be used only as a private residence for Tenant(s) listed below:

golden doodles allowed

## Term

5. The term of the Lease is a periodic tenancy commencing at on September 1<sup>st</sup> 2019 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy.

## Rent

6. Subject to the provisions of this Lease, the rent for the Property is \$750.00 per month (the "Rent").
7. The Tenant will pay the Rent on or before the 3<sup>rd</sup> of each and every month of the term of this Lease to the Landlord at the [REDACTED] or at such other place as the Landlord may later designate
8. The Tenant will be charged an additional amount of \$10.00 per day for any Rent that is received after the latter of the due date and the expiration of any grace period under the applicable legislation of the State of Ohio (the "Act"), if any.

## Security Deposit

9. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$750.00 (the "Security Deposit").
10. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits.
11. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
12. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from Security Deposit for any or all of the following:
  - a. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. Repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. Unplugging toilets, sinks and drains;
  - d. Replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. Repairing cuts, burns or water damage to linoleum, rugs, and other areas;
  - f. Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - g. The cost of extermination where the Tenant or the Tenant's guest have brought or allowed insects into the Property or building;
  - h. Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
  - i. Replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
  - j. Any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

13. The Tenant may not use the Security Deposit as payment for the Rent.
14. Within the lesser of the 14 days and any time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment.

## Inspections

15. The parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
16. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or show the Property to prospective tenants or purchasers in compliance with the Act.

## Tenant Improvements

17. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - a. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
  - b. Removing or adding walls, or performing any structural alterations;
  - c. Installing a waterbed(s);
  - d. 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

## Utilities and Other Charges

18. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water/sewer, internet, cable, telephone, natural gas, heating oil/propane, garbage collection and alarm/security system.
19. The Tenant is to pay an additional \$50 per month toward water bill. If water bill exceeds the charge of \$50 per month, Tenant is responsible to pay any overage charge.
20. If Tenant has a pet, there will be a \$50 pet fee due at lease signing and added to rent every month for the next 12 months. If there are no damages caused by the pet after the 12 month period, pet charge to be reduced.

## Insurance

21. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
22. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

## Damage to Property

23. 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

24. 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.
25. 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 expected.
26. The contact information for the Landlord is:
- a. Phone: [REDACTED]
  - b. Email: [REDACTED]

### General Provisions

27. 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.
28. Locks may not be added or changed without the prior written agreement of both Parties, or unless the charges are made in compliance with the Act.
29. The Tenant will be charged an additional amount of \$25.00 for each N.S.F check or checks returned by the Tenant's financial institution.
30. 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.

IN WITNESS WHEREOF: and Alibaba Holdings LLC have duly affixed their signatures on this 1<sup>st</sup> day of September 2019.

[REDACTED SIGNATURE]  
\_\_\_\_\_  
Tenant:

[REDACTED SIGNATURE]  
\_\_\_\_\_  
per: Alibaba Holdings LLC

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

A large black rectangular redaction covers the signature of the tenant.

9-1-19

Date

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord.

### Lead-Based Paint/Asbestos Disclosure

Property: 2327 Ward Street, Toledo, Ohio 43612

Landlord: Alibaba Holdings LLC

Tenant:

#### Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint hazards in or about the Property.
2. The Landlord has NO records relating to lead-based paint and/or about the Property.
3. The Landlord has investigated and there is no asbestos in or about the Property.
4. The Landlord has NO records or reports with the respect to asbestos in or about the Property.

Date: 9-1-19



per: Alibaba Holdings LLC