

BYRNE WAY HOMES, LLC

14720 WOODCREEK CT
PERRYSBURG, OH 43057
(419) 351-9300

RENTAL AGREEMENT

Stephanie Lincoln

Resident's Name-Print

Date 11.30.20

Michael Huggins

Resident's Name-Print

We, BYRNE WAY HOMES, LLC, the owner of the premises are pleased to rent to you
bedroom townhouse Located at 2265 Byrne Way Toledo, OH 43614
Drive

Hereinafter referred to as the "premises."

For occupancy by 2 (# of persons)

At a monthly rental of \$ 665 + 45 (water contribution) = 871⁰⁰ / month

The rental period commences Dec 2020 and ends on Dec 2021

THE FOLLOWING TERMS AND CONDITION ARE HEREBY MADE A PART OF
THIS RENTAL AGREEMENT, AND ARE EXPRESSLY AGREED TO BY THE
UNDERSIGNED LESSEES (hereinafter "LESSEE") and BYRNE WAY HOMES, LLC

1. All rental payments and any other fees or charges shall be paid directly to Byrne Way
Homes, LLC at [redacted] All correspondence and
communications concerning the premises and the rental agreement, including any and all
notices provided for or required by law shall be addressed to the Byrne Way Homes, LLC
at the aforementioned address. The person to whom communication can be addressed at
the Byrne Way Homes, LLC is the property manager.

2. Each rental payment is to be paid monthly, in advance, on or before the first day of
every month beginning on JAN 2021, 2020, and shall be paid
directly to Byrne Way Homes, LLC at the address set forth in Paragraph 1 above. It is
expressly agreed and understood that time is of the essence in regard to payment of all
rental payments. Payment is expressly defined as actual receipt and delivery, as opposed
to tender. Tender by United States mail is not deemed payment until Byrne Way Homes

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receives it. The date of postmark shall, by agreement of the parties, not be determinative of payment. Byrne Way Homes reserves the right to charge a service fee for all personal

checks returned marked "insufficient funds" and further reserves the right to require all future payments to be made by bank check or money order.

3. Byrne Way Homes, LLC may, at its discretion, charge and assess a late fee equal to (10%) of Lessee's monthly rent for every month that Lessee fails to tender rent before the fifth (5th) business day, and irrespective of its right to seek Lessee's eviction. Neither imposition of nor forbearance to impose this late fee, by agreement of the parties hereto, shall constitute a waiver of any rights afforded Byrne Way Homes, LLC under chapter 1923 of the Ohio Revised Code. Failure of Lessee to pay any assessed late fee shall be grounds for eviction.

4. Lessee shall be responsible for the payment of all utility accounts, including gas, electric, telephone, and cable. Byrne Way Homes, LLC shall be responsible for providing water and sewage. All required utility accounts must be placed in the name of Lessee. Should any of the required utility accounts not be put in the name of lessee, or in the event that Lessee fails to pay the required utility account(s), and the utility provider transfers the required utility account(s) into the name of Byrne Way Homes, LLC, Lessee agrees to indemnify and hold Byrne Way Homes, LLC harmless to the full extent of any loss it sustains in having to pay for any utility account(s) not paid by Lessee, including reasonable attorney fees. Failure to put the required utility account(s) in the name of Lessee is a ground for eviction.

5. Lessee understands that the premises can only be used as a private dwelling and for no other purpose. The undersigned lessees herein acknowledge that unfinished basements are not to be used for occupancy or sleeping purposes. Lessee, and all guests and invitees of Lessee, are prohibited from: a) engaging in any unlawful activity; b) engaging in any other act that unreasonably disturbs or violates the peaceful enjoyment of other residents or their guests; c) engaging in any act that serves to adversely affect the insurance premium(s) paid by Byrne Way Homes, LLC. Lessee agrees to comply with the provisions of R.C. Chapter 5321 and all applicable laws, statutes and ordinances. Lessee can be evicted for the actions of the guests or invitees are unforeseeable. Byrne Way Homes is not required to prove that Lessee had acknowledged or notice of the conduct of the guests or invitees for purposes of proceedings in forcible entry and detained. d) having their names or addresses registered with the County or State as sexual predators, or having your premises address listed with the County or State as the residence of any person registered as a sexual predator (regardless of your knowledge thereof), or having misrepresented on the application that they had never been convicted of crimes which led to their registration as sexual predators.

6. Lessee is prohibited from subletting, transferring, and/or assigning any interest in the within premises.

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7. Lessee is required to exercise due care and due regard for the premises, Lessee is prohibited from making any improvements, alterations, or additions to the premises, including but not limited to painting, without the express written consent having been

Provided by Byrne Way Homes, LLC. Under no circumstances will verbal permission to make improvements be acceptable. Lessee shall be responsible for returning the premises to the condition it was before it was leased, reasonable wear and tear accepted, and under no circumstances can Lessee defend against a claim for damages on the grounds and Lessee had been verbal permission to make improvements, alterations or additions.

8. Lessee is solely responsible for all intentional or negligent destruction, damage or removal of any fixture, appliance, appurtenance or any other part of the premises caused by Lessee or Lessee's guests or invitees or servants. Lessee is required to purchase a Renter's Insurance policy with a personal liability limit not less than \$300,000 for the express purpose of insuring against any property or personal injury loss sustained by Byrne Way Homes, LLC or any third party as a result of any and all intentional or negligent torts perpetrated by Lessee or Lessee's guests or invitees or servants. Byrne Way Homes, LLC must be additionally named as certificate holder verifying coverage with a notice of cancellation provision on the policy. Lessee agrees to further indemnify and hold Dunbar harmless against any loss not recompensed through insurance, including claims, judgments, costs, expense of reasonable attorney fees for all personal injury and property losses sustained by third-parties as a result of the negligent or intentional tort(s) of Lessee or Lessee's guests and invitees or servants. In the event that Lessee's insurance policy is allowed to lapse or is terminated for any reason, the parties agree that Byrne Way Homes, LLC has the right to purchase a comparable policy at Lessee's expense. The cost of procuring a replacement policy shall be charged against Lessee's security deposit and Lessee shall reimburse Byrne Way Homes, LLC immediately. Failure to do so shall be grounds for eviction.

9. All breakdowns or losses to any part of the structure of the premises structure, including roof, appliances, plumbing, heating and air conditioning system, sewage, electrical, water, gas that are not caused by the negligent or intentional acts of Lessee or Lessee's guests, invitees or servants shall be repaired by Byrne Way Homes, LLC. Lessee has the duty of immediately reporting any breakdown or loss to Byrne Way Homes. Failure to timely report any loss or breakdown may constitute negligence on the part of Lessee.

10. If fire or other casualty damages the premises, Byrne Way Homes, LLC has the option of terminating this Rental agreement or repairing the premises within the reasonable period of time. Lessee shall remain obligated to pay rent the fire or casualty renders the premises uninhabitable, wherein this Rental Agreement shall terminate. In the event of termination, Lessee shall remain obligated to pay all rent due and owing through the date that the premises are vacated, abandoned or surrendered by Lessee. In the event that Byrne Way Homes, LLC shall receive any order from any governmental agency or authority requiring the condemnation, demolition, improvement, alterations, and/or

remodeling of the premises, or in the event that Byrne Way Homes receives any notice of the intent to exercise any right of eminent domain with respect to any part of the premises, or the building in which it is contained, Byrne Way Homes, LLC shall have the option of immediately terminating this Rental Agreement. Again, in the event of termination, Lessee shall remain obligated to pay all rent due and owing through the date that the premises are vacated, abandoned or surrendered by Lessee

11. Lessee shall not obstruct or store anything on the sidewalks, or in the halls or stairways, or use them for any other purpose than for ingress or egress.

12. In the event of an emergency, which is defined as a situation wherein time is of the essence in the protection of person or property. Byrne Way Homes has the right to enter the premises without advance notice. For all non-emergency situations, including but not limited to those times when it is necessary to inspect or show the premises for whatever purpose, Byrne Way Homes, LLC shall have the right to enter but only after providing Lessee with twenty four (24) hour advance written notice.

13. Lessee is required to comply with all applicable rules and regulations that exist at the time this Rental Agreement is executed, or any subsequent rules and regulations that are enacted pertaining to use of the premises, the parking lot, recreational areas or other common areas. Failure to comply by Lessee or Lessee's guests or invitees or servants shall be a ground for eviction.

14. Any and all loss of any nature to Lessee's personal property or chattels that have been placed or located in or on the premises, or stored in any part of the building or common areas, including motor vehicles, shall be the sole responsibility of Lessee. Lessee releases Byrne Way Homes LLC from any obligations to recompense Lessee for any such loss. As provided in paragraph 8 of this Agreement, Lessee is required to purchase a Renter's Insurance Policy to insure against such losses. Any personal property or chattels that remain in or on the premises or common area after default, abandonment or termination of this Rental Agreement may be removed and destroyed by Byrne Way Homes LLC. Any cost incurred by Byrne Way Homes LLC in having to remove or destroy items left by Lessee shall be charged against Lessee's security deposit. Lessee shall be responsible for any charge not covered by the security deposit.

15. All of the following are prohibited:

- a. Window coverings with other than all white backing.
- b. Boats, Motors, Campers or Trailers.
- c. Trucks larger than light-duty.

16. Lessee is not permitted to use a carport unless Lessee executes a separate "Carport Addendum" to this Rental Agreement, which would require a payment of additional rent. It is expressly agreed and understood that any unauthorized vehicle parked in any carport shall be towed away, and shall not be released until all towing and storage charges are paid

in full in accordance with all applicable rules and regulations. Byrne Way Homes, LLC reserves the right, as part of its rules and regulations, to limit the number of vehicles permitted to be parked on the complex by Lessee or Lessee's guests. Moreover, Byrne Way Homes further reserves the right, as part of its rules and regulations, to force Lessee to remove any vehicle that is disabled inoperable, leaking oil, or in an otherwise unacceptable condition. In the event that a vehicle is towed, in accordance with the rules and regulations, the cost of the tow and storage shall be the responsibility of Lessee and is properly charged by Byrne Way Homes, LLC. As a damage, and deducted from Lessee's security deposit.

17. No pets or animals shall be allowed on the premises.

18. Lessee shall pay a security deposit in advance prior to occupancy of the premises, and the aforementioned security deposit shall be in the amount of \$ 665.00 Dollars.

a. This security deposit shall be held by Byrne Way Homes, LLC as security for damages to the premises, rent, and any other amounts lawfully due from Lessee, which amounts shall be computed at the end of Lessee's term of occupancy.

b. In the event that Lessee terminates the tenancy prior to the end of the rental period specified in this Agreement, Lessee will be responsible for the payment of all rent due owing through the end of the specified rental period, or date upon which a new tenant is obtained for the premises, whichever occurs first. Lessee will also be obligated to pay all applicable late fees and other damages in excess of ordinary wear and tear.

c. In the event that Lessee continues to occupy the premises after the end of the renewal period specified in this Agreement, Lessee's security deposit will be refunded only if Lessee complies with the notice requirements set forth in this Agreement, and only if Lessee has provided Byrne Way Homes, LLC with written notice of Lessee's forwarding address.

19. Lessee agrees that at the time Lessee vacated the premises, Lessee will surrender the premises, including all appurtenances, appliances and fixtures, to Byrne Way Homes, LLC in the same condition as said premises were at the time this Agreement was executed, normal wear and tear excepted. YOU WILL ALSO BE CHARGED FOR ANY REPAIRS REQUIRED TO RE-LEASE THE PREMISES OR WHICH ARE REQUIRED TO PUT THE PREMISES INTO THE SAME CONDITIONS AS WHEN YOU MOVED IN, INCLUDING A CHARGE FOR CARPET CLEANING IN THE AMOUNT OF \$70.00 DOLLARS AND OVEN AND REFRIGERATOR CLEANING IN THE AMOUNT OF \$25.00 DOLLARS FOR EACH APPLIANCE. IF NECESSARY.

20. Once Lessee falls in arrears in the payment of rent, or if Lessee violates or fails to observe any of the terms, conditions, rules and regulations governing the management of the residence, or violates or breaches any of the obligations imposed upon Lessee by this

Agreement or by operation of law, Byrne Way Homes, LLC may, at its option and without notice, terminate this rental Agreement. Once this Agreement is terminated, Byrne Way Homes, LLC shall immediately be entitled to possession of the premises. It is expressly agreed and understood that our forbearance from enforcing the provisions of this Paragraph shall not constitute a waiver thereof.

21. Upon the expiration of the rental period specified in this Rental Agreement, and unless Lessee is notified to the contrary in writing, Lessee's tenancy shall continue on a month-to-month basis upon the same terms and conditions as are set forth herein. The provisions of this Rental Agreement pertaining to security deposit shall apply in the event Lessee becomes a month-to-month tenant. Lessee is required to give Byrne Way Homes, LLC thirty (30) day's advance written notice prior to the date Lessee vacates the premises. ALL THIRTY (30) DAY ADVANCE WRITTEN NOTICES MUST BE SUBMITTED TO BYRNE WAY HOMES, LLC NO LATER THAN THE FIRST (1st) DAY OF THE MONTH, AND NO LESS THAN THIRTY (30) DAYS IN ADVANCE OF THE MOVE-OUT DATE. Lessee agrees to permit Byrne Way Homes, LLC to show the apartment during this thirty (30) day period prior to Lessee's move-out.

22. Upon vacating the premises, Lessee shall return to Byrne Way Homes, LLC all keys to the premises. In the event all keys are not returned, Lessee shall be charged a fee equal to the actual costs: which shall be deducted from Lessee's security deposit.

23. Each Paragraph and provision of this Agreement is to be interpreted and construed with reference to all other paragraphs and provisions of this Agreement, provided, however, that if any paragraph or provision of this Rental Agreement shall be found to be unenforceable, invalid or unconscionable as a matter of law, such finding shall in no way effect the enforceability, validity, or conceivability of any other paragraph or provision of this Agreement. The provision shall simply be redacted from the Agreement and the balance of the Agreement shall remain enforceable.

24. The parties agree that the Agreement shall inure to the benefit and obligation of their heirs, legal representatives, successors and assigns.

25. This Rental Agreement may only be amended and/or modified in writing and signed by both parties. This paragraph cannot be amended, modified or waived and any agreement to amend, modified or waive the provisions of this paragraph shall be of no force and effect and shall not be recognized under any circumstances. It is expressly agreed and understood that NO ORAL AGREEMENT CAN AMEND, MODIFY AND/OR WAIVE ANY PARAGRAPH OR PROVISION OF THIS RENTAL AGREEMENT UNDER ANY CIRCUMSTANCES.



26. I HAVE READ OVER AND FULLY UNDERSTAND THE ABOVE RENTAL AGREEMENT AND HEREBY ACCEPT THE TERMS AND CONDITIONS SET FORTH THEREIN, SIGNED WITH THE INTENT TO BECOME LEGALLY BOUND AS OF THE DATE FIRST ABOVE WRITTEN.

BYRNE WAY HOMES, LLC

MEENA CHEEMA

Meena Cheema
Signed

11-30-2020
Dated

ACCEPTED:

Stephanie Lincoln 11.30.2020
Resident

Stephanie Lincoln
Signed

Michael Huggins 11.30.2020
Resident

Michael Huggins
Signed

SK
Co-Signer

Signed

SNOW REMOVAL / SIDEWALK MAINTENANCE RULES FOR BYRNEWAY
HOMES DUPLEXES

FOR PREMISES KNOWN AS: 2265 Byrne way Drive

And in cooperation with premises known as

Byrne Way Homes, LLC

The undersigned lessees herein acknowledge their obligation to clear snow and ice on all
Sidewalks, steps, stoops and driveways when the accumulation is less than two inches.

"Clear" is defined as snow blowing, snow shoveling, breaking up and removing ice, and

The spreading of ice melt or salt when appropriate. The undersigned lessor, Byrne way

Homes, LLC, acknowledge its obligation to clear snow on driveways only when the

accumulation exceeds two inches. Sidewalks, steps and stoops remain the obligation of

The lessee.

[Redacted Signature]

Property Manager

11-30-20

Date

[Redacted Signature]

11-30-20

Date

[Redacted Signature]

11-30-20

Date

Lessee

[Redacted Stamp]

Byrne Way Homes, LLC

Byrne Way Homes, LLC. In no case allows any kind of pets in the townhouse without written / signed permission. If it is determined that a tenant had kept a pet without any approval, the tenant will be charged a fine of \$500.00 and will be in violation of the lease agreement.

Thank you for your cooperation.

A black rectangular redaction box covering the signature of the tenant. The signature is written in cursive and appears to read "Stephanie L. Michael Huggins".

Tenant Signature

11.30.2020

Date