

Office: 419-887-1717 Fax: 419-887-1707

LEASE AGREEMENT

| (Lessor) Owner: Rylan Realty on behalf of owner | | | | |
|--|--|--|--|--|
| (Lessee) Residents: | | | | |
| Possession of premises taken on: March 21, 2018 | | | | |
| Property Address (unit): 942 Forsythe, Toledo, OH 43605 | | | | |
| Bedrooms: 4 Bathrooms: 2 | | | | |
| Term: 12 Months Beginning: March 21, 2018 Ending: March 31, 2019 | | | | |
| Total Rental Amount: § | | | | |
| Monthly Rental Amount: <u>\$777.00 Seven Hundred Seventy-Seven & 00/100 Dollars</u> **LMHA \$719.00 + \$58 TENANT** | | | | |
| Security Deposit: \$777.00 Seven Hundred Seventy-Seven & 00/100 Dollars | | | | |
| Prorated Rent: \$250.60 Two Hundred Fifty & 60/100 Dollars | | | | |
| Pet Fee: <u>\$None</u> | | | | |
| Utilities Services Paid by (Lessor): Water, Sewer, Trash removal Utilities Services Paid by (Lessee): Electric, Gas *If this is a single family dwelling, tenant is responsible for lawn & snow | | | | |
| Appliances Provided by Lessor: None *All appliances provided by owner come "as is" but if need repaired or replaced you must contact landlord first or you may be held financially responsible. | | | | |
| Payments Due: 3-21-18: \$\(\frac{8}{3}\)5.00 (\$\(\frac{8}{777}\) April Rent LMHA \$\(\frac{7}{19}\) + \$\(\frac{5}{8}\) TENANT+ \$\(\frac{7}{77}\) Security Deposit) 4-1-18: \$\(\frac{2}{5}\)0.60 (March Prorate) | | | | |
| Beginning 5-1-18: \$777.00 per month (Regular rent amount \$719 LMHA + \$58 TENANT) | | | | |
| OTHER: After completion of lease, before vacating unit a 30 day written advance notice, ending the last day of the month is required. No other occupants, other than minors of stated tenants who are listed above, are allowed under this lease. Lessor: Lessee: (Residents) | | | | |
| Date: 3/21/2018 Date: 3/21/2018 | | | | |

Lessor identified above does hereby lease to Lessee identified above the above-described property subject to all of the terms and conditions indicated above and contained in this lease agreement, in consideration where of Lessee acknowledges and agrees to the following terms and conditions:

- 1. Rental Payments. Rental payments as indicated above are due on the first (1st) day of the month and should be made payable by check or money order to Lessor and mailed to Lessor at All credit card payments are subject to a 3% finance charge.
- 2. **Joint and Several Liability.** Lessee(s) acknowledge that each is jointly and severally liable to Lessor for the rent stated above and for fulfillment of the obligations set forth in this lease and this liability has been explained to them and they fully understand their liability in this regard.
- 3. Late Payments and Returned Checks. If rent is not fully paid by the fifth day of the month the lessee shall be assessed a flat charge of \$50.00. If the account goes into Eviction proceedings a \$350.00 minimum charge will be assessed to the lessee to help cover the administrative and court costs. A \$25.00 charge shall be assessed for any check returned to Lessor for non-sufficient funds or stop payment plus a late charge of \$50.00 if said returned check is then late.
- 4. **Security Deposit.** It is agreed that Lessee shall pay a security deposit in the amount indicated above upon execution of this lease as security for Lessee's fulfillment of the terms and conditions of this lease. The residual amount is refundable and will be returned to Lessee within thirty days after the unit is vacated, if the lease has been properly terminated, all keys to the premises marked and returned to Lessor, and to the extent that the security deposit exceeds the actual cost of unpaid utility charges, any outstanding debts required by the terms of this lease, any costs and expenses incurred by us and arising from the breach by you of any provisions of this lease, cleaning, painting, and damage repairs, normal wear and tear excluded. Lessee agrees to return the leased premises to the landlord at the end of the lease agreement in the same condition it was at the beginning of the agreement or be held financially responsible. Lessor shall provide Lessee with an itemized list of any charges against said security deposit. If actual cost of damage or breach of the terms of this lease exceeds the amount of the security deposit, Lessee shall pay any excess cost. Lessee shall not apply any portion of the security deposit against unpaid rent.
- 5. **Utilities.** Lessor and Lessee shall be responsible for payment of utilities as indicated on the previous page. Utilities shall run from meter reading date to meter reading date, even though rents run from the first of the month to the last day of the month, and any utilities that the Lessee is responsible for, shall be in Lessee's name prior to occupancy and is the responsibility of the Lessee to terminate service upon vacating. A 3-DAY WRITTEN NOTICE is to be given to Lessor upon terminating of service. Failure to give notice, if any damage should occur by the utilities being shut off, is the liability of the Lessee. The only time a utility should be terminated is if Lessee is vacating property permanently.
- 6. Lessee Unit Acceptance. You shall register in writing, using Walk Through Inspection Sheet provided, to Lessor, or agent, any cleaning, damages, and/or repairs needing to be done, which Lessor may have overlooked, within seven days after occupying unit, Lessor shall as soon as possible, take care of cleaning and repairs or keep inspection sheet on file so Lessee will not be held responsible at end of lease, otherwise, Lessee hereby acknowledges the premises to be in good repair and in a clean, sanitary condition, and agrees to maintain said premises in said condition throughout the term of this agreement, and upon vacating the premises, to return said premises to Lessor, or agent, in the same condition of repair as when received, and the same condition of cleanliness as when first occupied, reasonable wear and tear excepted.
- 7. **Use.** Lessee agrees to use the premises solely as a private residence for the occupants stated above and no other person or persons without the written consent of Lessor. Lessee agrees to use the premises and all common areas for residential use only. Lessee further agrees not to violate any law, ordinance, rule or regulation of any governmental authority, homeowner or condo association or such with respect to premises or any common areas and will be held financially responsible for any fines or fees charged to property or landlord resulting from lessee activities. Lessee agrees to use good judgment and thoughtfulness for others in the use

of the unit. Lessee further agrees not to commit, suffer, or permit any waste or nuisance in, on, or about the said premises, or in any way to annoy, molest, or interfere with any other resident or occupant, nor to use in a wasteful or unreasonable or hazardous manner any of the utilities furnished by Lessor.

8. **Pets**. No pets, animals, fish, or reptiles of any kind may be brought onto the premises without the express written consent of Lessor. If consent should be given, the specific pet or animal must be identified and described in a pet agreement provided by Lessor. Lessor reserves the right to revoke said permissions at any time. A pet charge of \$100.00 per animal shall be assessed to any resident harboring a pet or animal without the specific written consent of Lessor and eviction proceedings will immediately follow if the pet(s) are not permanently removed from the premises. If written consent is provided - an additional MONTHLY charge may apply as well as an additional pet fee. Said pet fee shall be non-refundable. These additional charges are already included in the rent and deposit indicated on the front page of this lease, if you signed a Pet Agreement at the same time of this lease execution. They shall apply unless waived in writing by Lessor.

| Pet agreement at time of lease signing: | 0 | $_{\text{\}} \operatorname{Dog}(s)$ | |
|---|---|-------------------------------------|--|
| | 0 | Cat(s) | |
| | 0 | Other(s) | |

- 9. Automobile Parking. It is expressly understood and agreed that the parking space at the premises is limited to private passenger vehicles and temporary guests and that Lessee shall have no right to store any vehicles, boats, trailer, campers, motor homes or other property without the written consent of Lessor. Lessee hereby grants to Rylan Realty the undisputed right, with one-day notice, to remove resident's vehicle from the parking space, which is inoperable in Lessor's opinion. For any other vehicles that are left on the property and not owned by registered residents it can be removed without notice. Lessee further agrees that any vehicle owned by Lessee remaining on the property after termination of this lease may be immediately removed by Lessor. Lessee grants Lessor full immunity from damages for any vehicle removal. Lessee hereby agrees to pay any and all charges related to towing, including but not limited to storage.
- 10. **Bicycle and Motorcycle Parking.** It is expressly understood and agreed that no bicycles or motorcycles shall be allowed to be moved, parked, or stored inside any unit or common area of the property without the written consent of Lessor, nor shall they be allowed to be kept on balconies, or attached to the building or landscaping in any fashion. It is further agreed that all bicycles and motorcycles will be parked or stored in areas designated as bicycle or motorcycle parking areas (**please contact Lessor for details**).
- 11. **Alterations and Improvements.** Lessee shall make no alterations or Improvements to the premises without obtaining Lessor's written consent in advance, including, without limitation, painting, wallpapering, shelving, flooring, and the changing or installing of locks. Lessee agrees to use only white-backed draperies or white mini blinds when covering windows.
- 12. **Repairs & Maintenance.** Lessee agrees to keep the unit, equipment, and fixtures therein in a clean and sanitary condition. Lessor agrees to make necessary repairs to unit upon notice from Lessee. If damage is caused by Lessee or other occupant, other than normal wear and tear, Lessor shall repair said damage and Lessee shall be liable for the cost incurred by Lessor. Lessee agrees to pay Lessor the cost of such repair within fifteen days of receipt of Invoice itemizing costs of such repairs. It is expressly understood and agreed that Lessee shall not make repairs to the premises without the written consent of Lessor. The Lessee shall be responsible for all things under his/her control including, but not limited to, damaged or broken doors, locks, glass and screens. Lessee agrees to pay for the removal of any foreign objects in toilets or drain lines. Lessee agrees to pay for repair or replacement of any damaged or abused parts of furnished appliances, fixtures, carpet, or draperies. Lessee agrees to be held financially responsible for any damage caused to the furnace if damage to furnace is caused by tenant not

INITIAL 3 of 6

replacing the furnace filter on a monthly basis.

- 13. **Noise.** Lessee agrees not to allow on the premises any excessive noise, or any other objectionable behavior, which disturbs the peace and quiet of other residents. Repeated excessive noise complaints could result in eviction proceedings. Lessee shall agree that between the hours of 10 p.m. and 10 a.m. the level of noise should be even lower than at other times. Continuation of excessive noise shall result in eviction.
- 14. Injuries or Damage. Lessor shall not be liable to Lessee for any loss or damage to the Lessee's effects except where such is due to Lessor's negligence. It is agreed it is the Lessee's responsibility to insure Lessee's property and safeguard against personal loss. To protect yourself and your belongings Rylan Realty Group requires tenants to obtain renter's insurance.
- 15. **Fire.** In the event the premises are partially damaged by fire or other cause during the term of this lease, they shall be repaired with all reasonable dispatch. In case the damage shall amount substantially to the destruction of the premises leased, then this lease shall become null and void. You shall not permit any hazardous act which might cause fire or that will increase the rate of insurance on the premises. If the premises become uninhabitable by reason of fire not caused by your negligence, your agents or servants, the rental herein shall be suspended until the same has been restored to a habitable condition. We are not obligated to rebuild or restore the premises. Tenant agrees that smoke alarms are present on each floor and all are operable.
- 16. **Transferability/Subletting.** This lease is not transferable without prior written consent of Lessor, nor shall Lessee sublet all or any part of the premises without such prior written consent.
- 17. **Representations and Applications.** We tender this lease to you on the basis of the representations contained in the application which is made part of this lease, and in the event any of the representations contained in the application shall be found to be misleading, incorrect, or untrue we shall have the right to cancel this lease and to repossess the leased premises.
- 18. **Right of Entry.** Lessor reserves the right to enter Lessee's unit at reasonable times to inspect and make repairs, and Lessee agrees that Lessor may show unit to prospective purchasers and to prospective applicants upon giving Lessee reasonable notice. Lessor reserves the right to conduct inspections of interior of units, quarterly at a minimum. Lessee agrees to allow Lessor to perform interior inspection at(around) 90 days after move-in and again at each and every lease renewal. Any damages or housekeeping violations will be the liability of the tenant. Any charges for such will be assessed to the resident account; tenant must pay said charges or may be turned to collection.
- 19. **Rules and Regulations.** From time to time changing the rules for your residence may become necessary. You agree to comply with these rules.
- 20. **Storage.** You may use storage space provided for you without additional charge, but at your own risk(see Lessor for details).
- 21. **Electric Light Bulbs.** We shall supply your unit with electric light bulbs, fuses and fluorescent starters at the time you move in, you agree to furnish replacements thereafter and it is your responsibility that they are all replaced & working with equal quality bulbs when vacating premises permanently.
- 22. **Trash and Garbage.** You agree to promptly remove any and all trash or garbage from your unit. You agree that no trash or receptacles will be left on patios, stoops, or halls at any time. Lessee will be responsible for any and all fines charged to property owner for any trash/debris they leave on premises. Lessee will be held financially responsible for all costs relating to removal of said trash/debris from premises.

- 23. **Locks and Keys.** We shall provide a lock for your exterior doors, which is considered safe. So as not to restrict our ability to provide you with maintenance and emergency service you agree that no additional locks shall be placed upon any doors of the premises nor shall locks be changed without our prior written permission. Upon termination of this lease, you shall return to us all keys to the premises. A charge of twenty-five dollars (\$25.00) shall be made for lockout calls. Lessee shall be liable to Lessor for all keys not so returned.
- 24. Self Renewal and Termination. A FULL THIRTY (30) DAY WRITTEN NOTICE MUST BE PROVIDED FROM LESSEE TO LESSOR IN ANY AND ALL LEASES. REGARDLESS OF THE TERM OF SAID LEASE. This lease is self-renewing on the same terms and conditions on a month-to-month basis unless either Lessor or Lessee notify the other in writing, on or before thirty days of termination thereof, that either party shall not renew the lease and desires the premises vacated (see Ohio revised Code 1923.04). A 30-day notice (at least) must also be provided before vacating the premises during any month-to-month tenancy or final month of lease term. If upon termination of such month-to-month tenancy, you vacate the premises other then at the end of the month; you will be obligated to pay the full month's rent and not a prorated amount for the partial month. If at the expiration of your initial one (1) year term you desire a lease for an additional one (1) year term you shall contact your rental agent. All residents, ages 18 and above, of said premises must be a part of this rental agreement. At the termination of this lease, Lessee shall give immediate possession of the premises to Lessor, in the same condition as received, normal wear and tear excepted, provide him with a proper forwarding address, and return the keys to the premises to Lessor at Until such time as all keys to the premises are returned to Lessor, rent shall continue to be charged to Lessee.
- 25. **Severability.** Parties agree that if any clause of this lease is for any reason unenforceable, the validity of the remainder of this lease shall not be affected.
- 26. **Applicable Law.** The laws of the State of Ohio shall govern this lease.
- 27. Other Hazards. You agree not to obstruct the sidewalks, halls or stairways, or use them for any other purpose than for ingress or egress. No bicycles, tricycles, wagons, etc., shall be stored at any time in the halls or entrances.
- 28. **Removal For Unreasonable Conduct.** It is not our wish to restrict your enjoyment of the leased premises. However, if we at anytime find your conduct or the condition of other occupants of the leased premises or visitors thereto unreasonable, we shall ask that such conduct be ended. If after that notification the conduct continues, then we shall have the right to terminate this lease by giving you personally, or by leaving at the leased premises, a five (5) day written notice to vacate same and the term of the lease shall terminate upon the expiration of the time mentioned and we shall thereupon be entitled to the immediate possession of the leased premises and may take possession thereof.
- 29. **Eviction Fees.** In the event we employ contractors to remove lessee from premises per court order, lessee will be held financially responsible to cover all fees resulting from said removal.
- 30. **Holding Over.** In the event tenancy is terminated for any reason provided in this lease, and you shall remain in possession thereafter, you shall be considered a hold-over tenant and we shall have the right to remove you and your possessions from the premises and to change the locks and take such other stops as we find appropriate to regain possession of the premises.
- 31. **Lead-based paints.** Lessee agrees that the Lessor has supplied the lessee with a pamphlet on the dangers of lead-based paints. The lessee also agrees that the lessor has revealed whether or not lead-based paints potentially exist in the unit.
- 32. **Additional Agreements.** The Lessee shall not: (1) injure the reputation of the premises or its neighborhood; (2) attach additional locks/bolts to doors/windows; (3) leave water running from

or in any fixture in the premises; (4) keep or use in or about the premises any explosive, flammable or hazardous substance; (5) allow the premises to be used for any purpose that will increase the rate of insurance thereon, nor for any other purpose than that herein specified; (6) interfere with or damage any apparatus or general appliance installed on the premises. The Lessee shall (1) pay for the installation of telephone lines, telephones, satellite dishes and other instruments which shall be installed at the exclusive discretion of Lessor(written consent required); (2) allow Lessor free access to the premises for the purpose of examining or exhibiting the same or to make repairs & alterations.

- 33. **Early Termination**. If Lessee vacates premises prior to the expiration of said lease, Lessee is still financially responsible for all future rent payments through the end of said lease until another qualified lessee is found. Security deposit will be forfeited. At the time the unit is occupied by another lessee, the financial responsibility of the prior lessee for future rent payments is relieved.
- 34. **Insects & Pests.** Lessee is required to inform Lessor of any potential mice/pest/insect infestation within 96 hours of the lease signing. Any mice/pest/insect infestation that occurs after this period is the responsibility of the Lessee. However, all mice/pest/insect infestations must be immediately reported to Lessor. Failure to do so will result in a violation of your lease which could result in grounds for eviction, and you will be held financially response for any costs incurred and extermination fees. If a mice/pest/insect infestation is reported by Lessee within 96 hours, Lessor agrees to handle costs of initial treatment. All follow up treatments will be the financial obligation of the Lessee.
- 35. Other: It is required by the Lessor that foot protectors be placed under any and all furniture that comes in contact with any hardwood or painted floors.
- Smoke Free Premises. Tenant agrees and acknowledges that the premises being occupied by tenant and members of tenant's household have been designated as a smoke-free living environment. Tenant and members of tenant's household shall not smoke anywhere in the house or garage rented by tenant, nor shall tenant permit any guests or visitors under the control of tenant to do so. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- 37. **Alarm Fees:** For any property that has an alarm system, if there are excessive false alarms and fees are incurred by the owner for said false alarms, the fees will be the responsibility of the Lessee.

Please list all other occupants not listed on page one of lease:



^{*}A fee of \$150 per person will be charged each month to your account for any additional persons not listed on this lease occupying the premises for a period of longer than 7 days and you must receive written permission from lessor.