



# VENICE PROPERTIES

*More Than Home*

THIS LEASE AGREEMENT, herein called "Lease", made described below, herein called "Landlord" and

in Columbus, Ohio between Venice Properties, LLC, manager of the unit

herein called "Resident"

#### WITNESS THAT:

In consideration of mutual covenants, promises and agreements herein contained, Landlord hereby rents and Resident hereby leases from Landlord the premises known and designated as

Unit Type: \_\_\_\_\_ commencing on August 15, \_\_\_\_\_ and fully ending at midnight on July 31, \_\_\_\_\_ ("Initial Term").

During the Lease term, Resident shall pay to Landlord rent equal to \$ \_\_\_\_\_ which rent shall be paid in monthly installments of \$ \_\_\_\_\_.

If at any time during the lease, the residents add a \_\_\_\_\_ resident to the lease, rent shall be \$ \_\_\_\_\_ monthly. Any additional Residents must be approved by Landlord, must sign a valid lease and fill out an application to lease, pay an application fee of \$40 and a security deposit equal to payment made by other Residents. August rent is not pro-rated, the first installment is due August 1, \_\_\_\_\_. The rental installments shall be paid in advance by the first day of every month during the lease term. All payments including rent, utilities, bill backs, etc, received after they are due shall be subject to an immediate \$50 late fee plus daily late fees until paid in full based on the monthly rent: Monthly rent less than \$1500, \$10 per day; monthly rent \$1500 or more, but less than \$3000, \$20 per day; monthly rent \$3000 or greater, \$25 per day, as additional rent, being the amount necessary to compensate Landlord for the additional time and effort anticipated to make alternate arrangements for payment by ACH Debit during the lease term. Any rental payment not made in full by the date due for any month shall constitute a material breach of this agreement and may result in lease termination at the option of the Landlord. All rents must be paid via ACH Debit, which will automatically be withdrawn from your checking account on the 1st of every month. There are no exceptions. Residents agree to pay all rent, late fees, water bills, and repairs as per this lease via ACH Debit. All other charges set forth in this lease, other than charges upon move out set forth in paragraph 27, shall be considered Additional Rent. Landlord will provide 7 days' notice to the Resident before making that an ACH debit for Additional Rent charges.

#### THE PARTIES DO HEREBY AGREE AND COVENANT AS FOLLOWS:

1. Management: The management company will operate to maintain the Premises to conform with housing rules and regulations as set forth by the local governing authority in which the leased Premises shall be situated, as interpreted by that local governing authority. Resident acknowledges that Landlord and/or Management Company primarily use email to communicate to Resident and Resident agrees to notify Landlord of any change to email address within two (2) days.

2. Move-in Date: The agreed upon move-in date for the Resident is August 15, \_\_\_\_\_. This date can be changed only in writing accepted by the Landlord. Landlord shall not be liable for any damage suffered by Resident whether by negligence or otherwise prior to the move-in date. This Move-in date is conditioned upon Landlord being able to secure possession of the Premises from the existing Resident, if any, by the Move-in date. If Landlord cannot deliver possession of the Premises to Resident at the commencement date for any reason, Resident's right of possession shall be postponed. If Landlord cannot deliver possession by August 15, Landlord may elect to provide temporary alternate housing to Resident (motel, for example) at a maximum rate of \$50 per day per 3 people until Landlord is able to deliver possession and compensate Resident for extra moving expenses at the rate of \$75 per person., without abatement of rent. If Landlord elects not to provide alternate housing, Resident may terminate this Lease or may receive delayed possession of the premises when available in suitable physical condition for occupancy with the rent under this Lease prorated. Under no circumstances will Landlord have any other liability to Resident. Resident further agrees, acknowledges and understands that all leasing documents shall be complete with all appropriate and necessary signatures prior to the Move-In Date, including (without limitation) all Lease Signatures (of all Residents and Guarantors), all Guarantor Forms and an ACH Debit form. Resident will be charged Two Hundred Dollars (\$200.00) for each document / leasing form which is incomplete, or which has not been submitted to Landlord prior to the Move-In Date.

3. Resident's Representations and Possession: Resident represents and warrants that the statements made on the Resident's online application are true. Any false information provided shall constitute a breach of this Lease, entitling Landlord, at sole option of Landlord, the right to terminate the Lease and repossess the Premises in according with prevailing laws.

4. Condition of Premises: Resident hereby acknowledges that the Resident has inspected the Premises and agrees that the premises are habitable and agrees to accept the Premises in an "as-is" condition with the exception of any agreed pre-move-in painting and cleaning unless otherwise noted herein. The acceptance of this Lease and entering into possession shall be deemed conclusive evidence that the Premises are on the date of possession in a satisfactory condition and repair, unless otherwise specified herein.
5. Holding/Security Deposit: Resident shall supply Security Deposit of one month's rent. If upon the applying for the Lease Resident deposited with Landlord a Holding Deposit, of one month's rent, the Holding Deposit shall become the Security Deposit. The Holding Deposit will secure the unit until all Residents have signed and returned (and co-signed by guarantor when applicable) all lease documents. Failure of all Residents to execute the lease and other paperwork within 7 days of initial agent signing shall permit the Landlord to declare the Lease terminated and the Holding Deposit forfeited as liquidated damages for the Landlord's anticipated lost rent. The Security Deposit shall be used to secure the full and faithful performance by Resident of each and every term, provision, covenant and condition of this Lease and the duties of Resident required by law, including Resident's duty to leave the premises clean (carpet cleaned, otherwise in "broom clean" condition, no holes or damage to walls (other than small nail holes for picture-hanging). At the termination of this Lease for whatever cause, Landlord may use, apply or retain all or any portion of the Security Deposit to pay for any unpaid or unfulfilled obligation of Resident arising under this Lease or by law. The Security Deposit may be applied at Landlord's sole option, as partial damages for Resident's premature termination of the Lease including by vacating and failing to pay rent obligations. In addition, Landlord may recover any damages suffered in excess of the unused Security Deposit. Any portion not so used, applied or retained shall be refunded to Resident in accordance with applicable law after termination of the tenancy and delivery of possession of the Premises to Landlord with interest, if any, required by law. Landlord will return the deposit by way of ACH deposit using the same account that we had on file to pay rent. Landlord will also email an itemized list of deductions to all residents on the lease at the same time. It is the responsibility of the residents to disburse the funds accordingly. Resident shall not utilize the Security Deposit as rent, deduct the same from the last month's rent, or require Landlord to indemnify itself by resort to the Security Deposit with respect to any violation or default by Resident. If during the lease term, Landlord uses any part of the Security Deposit to pay obligations of Resident under this lease or applicable law, Resident shall upon demand immediately deposit with Landlord a sum equal to the amount so applied by Landlord so Landlord shall have the full Security Deposit on hand at all times during the Lease Term including any extension, renewal or holdover term. If Landlord sells, transfers or assigns its interest in the Premises, Landlord shall transfer the Security Deposit to the buyer, transferee, or assignee who accepts liability therefore, Resident hereby releases Landlord from all liability for the return of the Security Deposit transferred. 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 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.
6. Rent Adjustments: If the Lease is extended or renewed, rent may be increased at Landlord's sole option subject to Section 18. A rent adjustment may result from additional persons living in the unit based on the average per person rent before the additional person moved in. This requires Landlord's prior consent as provided in Section 11.
7. Personal Property: All personal property located or stored in the Premises shall be maintained at Resident's sole risk. Except for Landlord's sole negligence or willful misconduct, Resident shall indemnify and hold harmless Landlord from any liability for any injury, damage or loss resulting from any accident or occurrence in or upon Premises sustained by Resident or any person claiming through Resident.
8. Insurance: Resident will do nothing and permit nothing to be done on the Premises that will contravene any fire or other insurance policy covering the same. If Resident's use or occupancy of the Premises increases the premium of any fire or other insurance policy, Resident shall pay such increase. Landlord's insurance does not protect the possessions of the Resident. It is the Resident's sole responsibility to insure the property of the Resident and to insure against liability with suitable renter's insurance. By signing this rental agreement, Resident agrees to acquire renter's insurance before move in date and carry said insurance throughout the duration of Resident's rental, regardless of when this Lease and/or any extension of this Lease expires. Landlord does not provide any type of renter's insurance. Resident agrees to provide Landlord with proof of renter's insurance upon request of Landlord. If the Resident has a water bed, additional water bed insurance coverage must be purchased by Resident.
9. Landlord Maintenance Obligation: (1) Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety; (2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition; (3) Only if this is a Lease for a unit in a multi-unit building with common areas, keep all common areas of the premises in a safe and sanitary condition; (4) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, supplied or required to be supplied by him; (5) Only if this Lease is for a unit in a structure with more than four units, Landlord provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal; (6) Supply running water, reasonable amounts of hot water and reasonable heat at all times, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct public utility connection. With reasonable notice to Resident, Landlord, its agents or employees and mechanics, may from time to time, enter the premises to render customary or necessary maintenance and repairs, or construction of improvements of the premises and for all other proper purposes. Landlord will not perform any maintenance on appliances (washer and dryer, microwave, etc) that are owned by Residents. Upon reasonable notice to Resident, Landlord shall have the right, to show the Premises to prospective purchasers or Residents. This constitutes advance notice that during the last fifteen (15) days of the Lease Term, Landlord shall have permission to enter to the Premises to make repairs or to prepare the Premises for an incoming Resident should Landlord deem entry necessary. Landlord shall have the right to enter without notice to make emergency repairs. Twenty-four (24) hour notices shall be considered to be reasonable notice in non-emergency situations. Resident acknowledges that Landlord may desire to perform improvements to said property during the terms of this Lease. Resident agrees fully & unconditionally to allow Landlord to perform rehabilitation work as desired by Landlord, including but not limited to, remodeling or building of kitchens, bathroom, bedrooms, common areas, porches, decks, basements, & laundry rooms. Resident shall hold Landlord harmless and indemnify Landlord from and against any damage or loss of personal property of Resident during time of said rehabilitation unless said damage was the direct result of the negligence or other wrongful acts of the Landlord. Resident agrees to allow Landlord, its agents, employees and/or sub-contracted personnel, unconditional access to the property during said time of rehabilitation and waives right to 24-hour notice during this time.
10. Resident Living Obligations: *EACH RESIDENT IS ENCOURAGED TO READ THIS PARAGRAPH VERY CAREFULLY*, Resident has a duty to return the property at the end of the lease in the same condition as received by Resident, reasonable wear and tear excepted. Resident is to submit all maintenance requests to Venice Properties via the website [www.veniceprops.com](http://www.veniceprops.com). If the damage was caused by Resident's misuse or abuse, all labor and

materials are chargeable to the Resident and will be deducted from the Security Deposit. If the repairs were needed because of normal wear and tear there will be no charge to Resident. Resident understands that the City of Columbus may inspect leased property at any time and Resident further agrees to pay for any damages or necessary maintenance caused by Resident's improper living conditions in accordance with City Code i.e. cords along floors, cable wires improperly run across floors, extension cords, laundry/debris on floors and in hallways, flammable objects near the furnace, etc. Resident understands that they may be fined in accordance with the City Code and hereby indemnifies Landlord from any/all charges due to improper living conditions. Resident at no time shall be allowed to change any locks including front door, back door, side door, garage door, or any bedroom door. Should Resident change locks without the permission of Landlord, Resident will be charged a re-key charge in accordance with Section 27. Resident shall keep the premises neat, clean and sanitary, dispose of all rubbish, garbage & other organic or flammable waste in a clean safe and sanitary manner. Resident is responsible for removal of trash from the unit. If provided, Resident shall use dumpsters and recycling bins appropriately (e.g., no overflow garbage). Where Resident is to provide trash containers in single family units, Resident shall put trash and recycling out for collection on the designated day and store containers appropriately (e.g., no overflow garbage outside proper containers). If needed, Resident shall call the city of Columbus 614-645-3111 (or other applicable number) and arrange for another pickup time to avoid overflow of garbage. Residents shall not throw cigarette butts or trash in the yard at any time. If Landlord has to remove cigarette butts and/or trash from the property it will be billed to Resident at a rate of \$75 per hour. Resident shall use and operate all electrical, gas, plumbing and heating fixtures and appliances properly and in accordance with the operation instructions in a safe manner. If the plumbing in the Premises is obstructed due to improper use (e.g., tampons, food, bottle caps, etc.) by Resident shall submit a maintenance request as indicated above. Resident shall not and shall not permit any person to destroy, deface, damage, impair or remove any part of the premises or common areas or other property of Landlord. Resident shall not chain any bicycle to any part of the home or porch. Resident shall promptly report any defect, damage or breakage in the structure, equipment, plumbing and electrical systems, and fixtures to Landlord. Resident will be held responsible for any damage to the Premises caused or permitted by any Resident. Resident shall keep any carpeting on the Premises clean and in good condition. Resident should make appropriate arrangements to have an extra key available or Resident may incur the expense of a locksmith. Resident agrees that a lock out is not considered normal maintenance and therefore the Resident is responsible for any charges as a result of a lock out. Landlord may provide service for a lockout; however it shall be during normal business hours (Monday-Friday 9am-5pm), and Landlord is not obligated to provide such service. Any repairs necessary by acts or omissions of Resident, or others on premises with Resident's consent shall be paid by Resident at cost incurred by Landlord or if repairs are performed by Landlord directly, at the rate of seventy-five (\$75) dollars per hour, plus materials. Resident shall not order repairs on or about the Premises without prior approval from Landlord. Landlord furnishes blinds for windows; residents shall not use sheets or blankets as window coverings. Landlord does not supply curtains, curtain rods, shower rods or shower curtains. Any decorations on the exterior of the premises are strictly prohibited. Garbage disposal lock ups or backups & clogged toilets will be presumed to result from improper use and are therefore Resident's responsibility. Resident will be charged seventy-five dollars (\$75) for standard drain, garbage disposal, or plumbing backups, if the cause of the backup is due to Resident improper use. Main line sewer backups are not considered standard plumbing backups, if Resident's improper use is responsible for a main line sewer backup, Residents are responsible for all costs associated with the backup. If Lease is for a single-family unit, Resident is 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, fleas, flies, etc. Venice Properties will hire Quality Pest Control at first sign of infestation and the cost of treatment will be deducted from the Security Deposit or billed to Resident, whichever Landlord chooses. If treatment is billed directly to Resident, the Resident will have 30 days to reimburse Landlord. In the event of any negligent or intentional destruction, defacing, damaging, or removing of any fixture, appliance, or other part of the premises from any person other than Resident, Resident has a duty to notify Landlord within 3 days of such act (to permit repair), or it will be conclusively presumed that Resident failed to personally refrain or forbid the commission of such act. Any amount due from Resident under this section shall be considered Additional Rent and is payable with the Rent in the month following presentment of the invoice for maintenance service. Additional Rent is subject to late fees and interest for non-payment. There is no charge for maintenance caused by normal wear and tear.

11. Uses: *(EACH RESIDENT IS ENCOURAGED TO READ THIS PARAGRAPH VERY CAREFULLY)* **Resident will not use or allow the premises to be used for parties of any kind.** Any evidence of parties (trash in yard, exterior temporary fencing, interior bars, party banners, etc.) will be removed at resident's expense at a rate of \$75 per hour. Residents will not use any temporary pools anywhere in the yard. 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, Guest visits exceeding two consecutive weeks will be presumed to be dwelling in the premises in breach of this agreement. Landlord may terminate the lease or require a rent adjustment, extra security deposit payment, application fee, as well as a filled-out application to rent and signed Lease from 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. Resident will not use or allow the premises to be used for any disorderly or unlawful purpose or in any manner offensive to others. 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 Management Company and 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 Resident's own safety, Resident will not place upholstered furniture on any exterior porch, deck, roof or any other open dwelling and will be subject to a \$75 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, Resident will be responsible for any hauling charges incurred by Landlord as a result. Resident is not allowed to use property in a commercial manner or any use that allows Resident to charge a fee for use of the premises without prior written consent of Landlord (ex. Resident cannot charge for parking during OSU Football Games). Residents shall not chain up bikes to any part of the exterior of the home. Any resulting damage (property damage due to theft included) shall be charged to Resident. At no time are Residents allowed on roof or any exterior dwelling of unit, any Resident caught on roof or exterior dwelling is subject to a \$300 charge per occurrence (for putting Landlord at risk for a fine and the administrative expense to deal with the issue) as well all applicable City of Columbus fines. Violation of this requirement may be considered breach of this lease and could result in eviction. Resident acknowledges that this unit has a finite number of approved bedrooms with proper egress. If there are more Residents than approved bedrooms, it is the responsibility of the Resident to share as many bedrooms as necessary. Resident agrees to and shall indemnify, defend and save harmless Landlord and Landlord's 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 Resident's improper use of any unapproved space within the Premises. For your safety Residents will not remove the fire escape ladders from the hooks that they are on in any bedroom. Our property insurance agreement prohibits the use of any type of grill, exterior fire pits, fire places, and candles are strictly prohibited. For your safety, fireworks of any kind are prohibited.

12. Alterations: Resident will not remodel or make any structural changes, alterations, additions or decorations to the Premises; will not paper, paint or redecorate, not 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), nor change the existing locks of the premises, without prior written permission of the Landlord.

13. Pets: **NO ANIMALS SHALL BE PERMITTED IN, ON, OR ABOUT THE PREMISES.** Allowing pets to occupy the premises shall be an event of default. In addition, you will be responsible for all damages as a result of having the pet(s). Due to the significant amount of destruction that pets potentially pose, especially to carpeting and underlying hardwood floors which may be extremely expensive to repair and in addition to any other remedy permitted by law (such as eviction), the Landlord may assess liquidated damages of \$500 per month from the date the pet began occupying the premises, which shall be presumed to be from the beginning of the tenancy unless the tenant can prove otherwise by appropriate documentation.

14. Assignment/Sublet: Resident shall not assign this Lease nor sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other persons without prior written consent of Landlord. Upon approved assignment, Resident shall pay a separate processing fee of \$300 to Landlord. Said fee shall be payable prior to any assignment paperwork being prepared and cannot be deducted from Security Deposit. Any attempted assignment of sublet in violation of this paragraph shall be void and shall cause all individual residents to be subject to the provisions of Paragraph 6 of this Lease.

15. Parking: Parking is regulated at discretion of Landlord. If off street parking is available, Resident must obtain one or more parking passes from Landlord. Non-garage parking passes cost \$500 and last for the duration of this lease (not including renewals), garage parking passes cost \$500 and last for the duration of this lease (not including renewals). All off street parking lots are monitored and any vehicles without a parking pass WILL BE TOWED in accordance with a sign providing that a warning. The foregoing sentence only applies to this leased property if it has off street parking lots with warning signs. While Landlord will not issue more passes than there are parking places, Landlord does not guarantee parking availability (i.e., do to misuse by others). Residents wishing to use off street parking must pay for a parking pass paid before parking in the off-street parking lot as monitoring of the lot begins the third week of August. Resident at no time shall park in the grass, yard or any area that isn't meant for parking, violations be subject to a \$75 charge per occurrence (for the administrative expense to resolve the issue and for putting Landlord at risk for a fine). Resident shall abide by parking rules/regulations or be subject to towing at Resident's expense. Vehicles improperly parked, parked without parking permit/sticker, blocking aisles, cars or dumpsites will be towed. Vehicles judged inoperable, unlicensed, or undrivable are subject to immediate removal at owner's cost. If any vehicle is towed without a parking pass, the vehicle owner must call the towing company to arrange retrieval of the vehicle. No repairs or maintenance to vehicles may be conducted on property of Landlord. Resident is liable for any damage to parking areas, building parts, signage, or structures caused by Resident or its guest's vehicles whether in violation of parking rules or not. If Resident is found responsible for leakage damage they will be assessed a \$75 charge for the administrative expense to resolve the issue. All motorized vehicles are restricted to designated parking areas only and must use ordinary traffic lanes for ingress and egress. Resident is never allowed to park on the yard or grass or any area of residence that is not specifically meant for parking. Any damage to yard including ruts and holes caused by improper parking will be accordingly billed back to Resident. Parking is not guaranteed, and Landlord may alter parking privileges for efficient operation and may remove revoke parking passes for cause. Two or more complaints by other residents conclusively constitute cause.

16. Utilities: Resident shall pay all utility bills for services separately metered or billed to the premises during the Lease Term, including any extension, renewal or holdover term, as the same become due and payable. Resident's non-payment of any utility bill is material violation of this Lease. Failure to pay a utility bill within 7 days of its due date may result in eviction action being filed against Resident. Resident shall transfer all appropriate utilities into Resident's name before the move in date stated in this Lease and shall be subject to a fee of \$50 per month for each month utilities are not in Resident's name. This failure to put utility accounts in the name of Resident may constitute a breach of this agreement at the option of the Landlord. Because gas service is required to provide heat, resident must have gas service on at all times. If at any time resident has gas service disconnected for any reason, or if Landlord has to pay a gas bill to avoid a disruption in service, Resident shall be charged \$300 administrative fee for the work necessary to resolve the issue. Resident is also responsible for any damages that occur as a result of not having gas service on in the home. Resident may be subject to back office fees for excess utility bills due to negligence and/or excessive abuse. **Resident shall pay 100% of: GAS, ELECTRIC, WATER & SEWER, TRASH CLEAN UP & REMOVAL, SNOW & ICE REMOVAL, TELEPHONE, INTERNET, CABLE TV and any other service provided to Resident.** The cost of utilities is the responsibility of Resident. Water charges are billed to Resident every 3 months. Water charges must be reimbursed to Landlord, subject to a \$30 processing fee for each bill. If this Lease is for a unit in a multi-unit building, water charges will be billed on a pro rata basis based on square footage. Resident agrees to pay Landlord the amount billed no later than the 7 days of notification of the bill via ACH debit.

17. Termination of Lease: Resident shall vacate the Premises promptly at the expiration of the Lease Term and shall not hold over its term. Resident will, upon termination of this Lease, surrender the Premises and all fixtures and equipment 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). Upon vacating the Premises Resident shall, clean the Premises, including without limitation the stove and refrigerator if provided by 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 Resident does not perform the required cleaning and trash removal, Landlord will perform the cleaning at Resident's expense. Resident shall deliver all keys to Landlord within twenty-four (24) hours after vacating. Upon Resident's failure to timely deliver the keys, Landlord may change the locks at a rate of one hundred dollars (\$100) per lock plus materials, as required for the safety of subsequent Residents. Note: Resident will not be released from lease obligations including any renewal term due to transfer out of area for school, work or any other reason, unless release is required by law.

18. Lease Renewal: Resident may request Lease Renewal in writing to Landlord no later than October 1, \_\_\_\_\_ ("Notice Date"). If Resident fails to request Lease Renewal, that failure constitutes notice that Resident will vacate the Premises at the end of the term. Approval of any Lease Renewal request is at the discretion of the Landlord and agreement on the renewal rental rate. Landlord will notify Resident of provisional approval of the Lease Renewal in writing within 30 days of receipt of Lease Renewal request. Landlord reserves the right to cancel Lease Renewal at any time up to 90 days prior to termination of Initial Term. Landlord shall notify Resident of the exact increase in rent by February of that year. In the event of Rent increase, Resident shall have 10 days to confirm or 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 Initial Term. **Holding Over.** If Resident stays past Lease expiration, Resident agrees to pay \$100 per day holdover rent for leases under \$2000 per month and \$200 per day holdover rent for leases over \$2,000 per month. At the end of the Initial Term, Resident shall receive an accounting

of any amount used from the Security Deposit. If the Security Deposit has been used, it must be replenished prior to the start of any Renewal term. The entire Deposit made prior to Initial Term shall be retained through Renewal period regardless of one or more Residents choose not to renew the Lease.

19. Destruction: If the Premises is destroyed by reason of fire or other causality not resulting from the negligence of Resident or Resident's family, guests, licensees, employees or agents, and as a result thereof shall be uninhabitable, the rent provided therein shall be suspended until Premises shall have been restored to a habitable condition; provided however, if 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, 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. Landlord shall not be liable to Resident for failure to repair caused by actions not within Landlord's control, such as governmental or other authorities.

20. Waiver: No waiver by Landlord of one breach of any covenant or agreement in this lease shall be construed to be a waiver of the covenant or agreement itself or of any subsequent breach. Acceptance of late rent payment or failure to declare a non-monetary breach (i.e. acquiescence) shall not operate as a waiver of such default, even though acquiescence continues for an extended time.

21. 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.

22. Joint and Several Responsibility: All parties agree to be jointly and severally responsible for all terms and conditions of the Lease Agreement (even if Landlord accepts separate rent payments from separate Residents), and that no partial compliance relieves any part from further contingent 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. Failure of all Residents to execute the lease and other paperwork within 14 days of initial agent signing shall permit the Landlord to declare the Lease terminated and the holding deposit forfeited as liquidated damages for the Landlord's lost rent.

23. Security System: If Resident desires a security system, one may be installed with the permission of Landlord. Landlord is in no way obligated to install such system. If a monitored system is installed for Resident or is present prior to Resident's lease term, Resident may not use such system unless Landlord receives a signed amendment to this Lease guaranteeing payment of all monitoring fees and false alarm fees and fines by whomever assessed.

24. Smoke Detectors: The Resident acknowledges that multiple smoke detectors have been installed in the Premises. Residents will test the smoke detectors and determine that they are operating upon move in. Resident agrees to inspect and test the smoke detectors once each month. Resident shall not tamper with, remove, or replace any parts or equipment of the smoke detectors except "dead" or missing batteries, if applicable. The Resident will notify Landlord or Landlord's agent of an inoperative smoke detector by certified letter. Landlord will not be responsible or liable for replacing or repairing an inoperable smoke detector until after Residents properly delivers such written notice. Landlord may charge Resident a service charge if the service call results from Residents failure to replace dead or missing batteries if applicable, tampering or interfering with, or damaging any components of the smoke detector. Residents shall be liable for immediately paying the cost of repairing any damages caused to the smoke detector by Resident's negligence or misconduct. Landlord shall not be responsible for any injury or damage to persons or property occurring in the premises that in any manner arises from Resident's failure to test, inspect or maintain the smoke detector as provided by this Lease agreement or from Resident's failure to comply with the proper City Code; and Resident shall indemnify Landlord from such damage or liability. Any cost of replacing the smoke detector, or its batteries if applicable after Resident vacates the premises may, at the Landlord's option, be deducted from Resident's security deposit. Resident is responsible for replacing "dead" batteries with the battery types specified in the smoke detector instructions throughout the Lease term. If the smoke detector will not operate after Resident replaces the batteries, Resident will promptly notify Landlord or Landlord's agent. Resident acknowledges that operating smoke detectors were installed in the property at the time Resident took occupancy and at no time during Resident's occupancy in the property did the Landlord ever remove the smoke detectors from the property. Residents and Resident's guests or occupants shall abide by all smoke detector rules. Each Resident shall be jointly and severally liable for damages and all other obligations set forth herein.

25. Additional Terms: Resident must have all co-signer forms completed and returned by \_\_\_\_\_ or Landlord reserves the right to cancel Lease. Canceled Leases may be subject to loss of holding fee as liquidated damages for Landlord's anticipated lost rent per the application to Lease. By signing and returning Lease, Resident acknowledges having had ample time to have an Attorney review this Lease. Premises are rented in as-is condition. Premises must be cleaned prior to termination of Lease regardless of move in date & condition. In addition, Landlord reserves the right to apply funds received 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 and rent. 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.

26. Communications and Notices. Resident agrees that all notices and notifications relating to this lease may be made through email. All emails will be promptly acknowledged by Landlord. If Resident does not receive an acknowledgment confirming receipt, it is Resident's duty to follow up to confirm receipt. Similarly, Resident agrees to promptly acknowledge emails from Landlord to confirm receipt. Resident and Landlord agree to provide current email addresses within two days of any change.

27. Charges Upon Move Out. The Landlord shall charge Resident for any repairs that are made upon move out, reasonable wear and tear excepted. Due to the shortage of time allotted between Resident occupancies, the Landlord is under no obligation to do the repairs at the time of move out, however the Resident is still responsible for the damages. The following list of charges will be deducted from the security deposit if applicable: replacement of front door \$450 (unless custom size, then at cost), damaged or missing interior door \$275 (unless custom size, then at cost), replacement of door entry jamb \$350, missing or damaged exterior lock \$150, missing or damaged interior lock \$150, not leaving keys for interior lock \$150 per lock (re-key charge), not leaving keys for exterior lock \$150 per lock (re-key charge), replacing or hanging removed smoke detectors \$35 per smoke detector, replacing missing or discharged fire extinguisher \$75, rehang taken down fire extinguisher \$25. replacing burned out light bulbs flat charge of \$25, broken or missing light globe \$75, replace light fixture \$100, replacement of stove \$600, replacement of refrigerator \$700, replacement of dishwasher \$400, clogged drain or toilet \$75, damages to floors (scratches in refinished surface) \$150 per room, carpet cleaning \$100 per room, drywall damage under 12"x12" \$75 per hole, drywall damage above 12"x12" \$250 per hole, replacement of carpet \$700 per room, painting that is needed because of drywall damage, scuff marks, or cigarette smoke stains \$250 per room, damage to vinyl floors—replacement \$1,000 per room, damages to tile floors—replacement \$1,500 per room, damages to counter tops (at Owner Cost) for new installation of counter top, damaged cabinets \$300 per cabinet unless custom (then at cost), broken shower door \$175, hanging missing broken blinds \$35 per blind (unless custom sizes, 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, cleaning of home \$75 per room (including kitchen, baths,

and basement), replacement of stove drip pans \$50, replacement of fire escape ladder \$100, replacement of carbon monoxide detector \$35 each, cleaning of cold air return and supply vents \$50 each, extermination for cockroaches \$200 per treatment, extermination for ants \$150 per treatment, extermination for bed bugs will be based on professional contractors treatment cost, extermination of rats, squirrels, and other rodents \$150 per treatment. Landlord will return the deposit by way of ACH deposit using the same account that we had on file to pay rent. Landlord will also email an itemized list of deductions to all residents on the lease at the same time. It is the responsibility of the residents to disburse the funds accordingly.

28. Default. The failure by Resident to have sufficient funds in the designated account available for ACH withdrawal when due under this lease, constitutes an event of default for nonpayment of rent. In the event of default other than nonpayment of rent including without limitation disorderly behavior, damage to landlord's property, loud or offensive behavior (particularly behavior that results in complaints from the neighbors), Landlord will give a 10 day notice and an opportunity to cure the default. If the default cannot be cured within the 10 days or if the default is a repeat behavior event (e.g., disorderly behavior). Landlord may, in its absolute and uncontrolled discretion, terminate the lease or may extend the time to cure the default before terminating the lease and seeking appropriate remedies (e.g., eviction, property damage reimbursement *etc.*). By providing one or more warnings to avoid termination, Landlord does not waive landlord's right to terminate the lease immediately and without warning as a result of any subsequent default. In the event of a default of this Lease, nothing in this lease is intended to limit Landlord's remedies which are intended to be cumulative and include all remedies which may be permitted by law.

Signatures: I realize that the terms and obligations of this Lease are joint and several and I have read and understand all terms of the Lease Agreement.  
Unit Address:

This lease is secured by a deposit of \$

This lease is hereby accepted by Venice Properties, LLC

By:

CO-SIGNER UNCONDITIONAL GUARANTEE OF LEASE OBLIGATION

In consideration of the execution and delivery of Lease Agreement dated

between Venice Properties, LLC, Landlord, and:

as Resident. I/we the undersigned Guarantor(s) hereby guarantee the prompt payment of the Rent as defined therein and the full performance of Resident obligations in the Lease and all Resident obligations arising in and from any extension or renewal of Lease, as fully as if we were co-signing as Residents under the Lease.

I/we understand, by signing this guarantee, that I/we as guarantors are receiving a benefit for Landlord entering into the Lease and if Resident fails to pay rent or otherwise breaches the Lease, I/we am/are legally and unconditionally liable, as principals for any and all claims and liability for which Resident would be legally obligated as a result of said Resident's default or breach. I/we waive any and all rights to require Landlord to first pursue recovery from Resident and waive any and all defenses other than those which could be asserted by Resident. I/we certify that the below listed information is true and accurate and hereby agree to allow Venice Properties, LLC, their agents, employees and/or representatives to run any and all necessary credit reports and verification.

THIS GUARANTEE IS ABSOLUTE AND UNCONDITIONAL.

Guarantor is responsible for 1/ of lease agreement for or an equal fractional amount based on the number of residents including any term extension or renewal.

Agreed and Accepted:

**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.

**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)  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)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c)  Lessee has received copies of all information listed above.


(d)  Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e)  Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**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.

	_____	_____	_____
Lessor	Date	Lessor	Date
<input checked="" type="checkbox"/> Lessee	_____	_____	_____
Lessee	Date	Lessee	Date
Agent	_____	_____	_____
Agent	Date	Agent	Date