

Professional Fiduciary Company, LLC

Hours: Monday - Friday 10:00 am - 6:00 pm
After hour texts permissible

Mobile 614 286 8707
email: managerohio@gmail.com

Lease Agreement

This Lease Agreement is made and entered into at Columbus, Franklin County, Ohio, by and between the undersigned LANDLORD and TENANTS, WITNESSES:

The LANDLORD, in consideration of the rents to be paid and the agreements to be performed by TENANTS, has leased housing to TENANTS located at

_____ ,
for the term beginning _____
and ending _____, in
_____ installments of \$ _____.- each for a total of \$ _____.-

A **holding fee** (which converts into the security deposit on move in day) of \$ _____.- is due immediately upon signing this document (**paragraphs 4-7**).

A **second holding fee** (which converts into the payment for last month's rent) of \$ _____ is due within 30 days of signing this document unless otherwise negotiated (**paragraphs 4-7**).

If a **monthly utility payment** was discussed in addition to the rent, a payment of \$ _____.- included with the monthly rent payment is required each month.

Game Day Parking Restrictions apply to parking spots offered to TENANTS: (**paragraph 10**)

Apply (____) Do Not Apply (____)

TENANTS have discussed with LANDLORD and specific pets have been approved for the premises:

Yes (____) No (____)

Monthly fee per pet: \$ _____ Non-Refundable Pet Deposit Per Pet \$ _____

This is a Furnished Unit (____) Partially Furnished Unit (____) Unfurnished Unit (____)

TOTAL MONTHLY PAYMENT: \$ _____

Each installment shall be due on the first day of each and every month in advance. All funds received shall be applied to: dishonored check charges, late fees, damage charges, delinquent rent, and current rent, in that order. TENANTS and the COSIGNER(S) shall agree, and covenant, as follows:

1.- ADDITIONAL ROOMMATES & PARKING: If one TENANT is added to this lease or found living in a TENANT'S bedroom after TENANTS have occupied the premises, the rent will increase by \$ _____.- per month unless otherwise negotiated.

Each TENANT is allowed a maximum of one parking space and will individually pay an annual fee of \$ _____.- per parking space. Payment must be received prior to the start of this Lease Agreement unless otherwise negotiated. A late fee of \$25 per each unpaid parking spot fee at the start of this Lease Agreement to be included with the parking fee before TENANTS can park in said spots. **See Paragraph 10 for Game Day parking restrictions.**

2.- UTILITIES: TENANTS will be responsible for water, electricity and natural gas unless a price is shown above for a monthly utility payment, in which case LANDLORD, assuming receipt of fixed

Group Initials _____

monthly utility payments, will pay for utilities. TENANTS will be responsible for excessive use of utilities (windows open with heat or AC on, not immediately notifying LANDLORD about a leaking or dripping plumbing fixture, etc). The monthly internet service and equipment is included with the rent unless stated otherwise. If TENANTS' failure to pay a utility bill results in a shutoff of that service, TENANTS are liable for any resulting fees or damages resulting from said shutoff.

3.- COSIGNER REQUIREMENT: TENANTS agree to have their COSIGNER execute a COSIGNER AGREEMENT within 7 days of signing this lease unless otherwise discussed. In the event that a TENANT is unable to provide a COSIGNER, a third Holding Fee is required which will convert into second to last month's rent (June in most cases). If TENANT is unable to provide said payment and TENANT has notified the LANDLORD, this payment may be integrated into their monthly rent payment in place of an upfront payment.

INTERNATIONAL TENANTS: LANDLORD is unable to accept a COSIGNER AGREEMENT FOR TENANTS whose parents/guardians live outside of the United States. In lieu of this document, international TENANTS must prepay their portion of the last three (3) months of the total monthly rent amount. Only their portion of the last three months of the rent is required, not the entire rent amount.

4.- HOLDING FEE: IN CONSIDERATION of holding the apartment, withdrawing it from the market and missing critical rental periods for full advertised rent, a holding fee (COST STATED ABOVE) will be charged and collected upon signing the lease.. The **SECOND HOLDING FEE** will be collected **within 30 days** of this document being signed, **UNLESS OTHERWISE NEGOTIATED**. Failure of the TENANTS to complete the lease, provide cosigner signatures, or other documents necessary for the occupancy of the house shall result in a loss of the holding deposit. One months rent will be charged if the unit is not occupied by the TENANTS and the unit is re-rented during the first thirty (30) days for the rental term. LANDLORD recommends that the annual parking fee, required to use the parking spots on the premises (if any), be included with the payment of the first or second holding fee, in order to avoid the late fee (paragraph 1) and to have access to the parking spots at the start of the Lease Agreement.

5.- CONVERSION OF HOLDING FEES: Holding Fees #1, #2 and Holding Fee #3 (in the case of no COSIGNER) listed above will convert into the security deposit, last month's rent (typically July) and second to last month's rent (typically June) respectively, upon occupation of the premises by TENANTS.

6.- SECURITY DEPOSIT: The TENANTS agree to deposit a security deposit with LANDLORD as security for LANDLORD's faithful performance under the lease and by law. TENANTS acknowledge that the security deposit may not be maintained by the LANDLORD and may be used to pay expenses of the property owner or paid to the property owner. The TENANTS agree the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. At the expiration of the lease term LANDLORD may apply the security deposit for past due rent, fees, utilities, and/or the cost of repairing damage (attributed to the TENANTS) beyond reasonable wear and tear to the premises. Each TENANT shall be jointly and severally responsible for all losses incurred by LANDLORD occasioned by the tenancy. TENANTS agree to provide LANDLORD, if requested, a forwarding address either electronically or in writing, upon vacating the premises. LANDLORD agrees to return to the TENANTS the unused portion of the security deposit, within thirty days after the expiration of the lease or delivery of possession of the premises to TENANTS, whichever is last to occur. All deductions will be itemized in writing by the LANDLORD. TENANT agrees that LANDLORD has the right to withhold or indefinitely delay the

return of the entire security deposit unless all house and room keys are returned to the LANDLORD by the last day of this Lease Agreement and/or the premises are found to be exceptionally damaged or dirty. LANDLORD may seek damages in excess of the security deposit and TENANTS agrees to reimburse LANDLORD for any rent, fees, utilities due and/or damages exceeding the security deposit. Individual checks will be issued to all TENANTS unless there are more than three TENANTS, in which case the TENANTS will designate one TENANT, in writing, provided to the LANDLORD, prior to the end of this Lease Agreement, to whom the check will be issued.

7.- SECURITY DEPOSIT ADDITIONAL USES: Upon occupancy of the unit, the first installment of said holding deposit shall convert to a security deposit to be maintained by the TENANTS with the LANDLORD. The deposit shall be held by the LANDLORD subject to the terms, provisions and conditions of this lease as required by this lease agreement. LANDLORD may apply the deposit to pay for damages properly attributed to the TENANTS, and may thereupon demand that the deposit be restored to the minimum agreed upon in this lease agreement. All funds received shall be applied to: dishonored check charges, late fees, delinquent rent and current rent in that, in that order. If the security deposit is not maintained or restored to the minimum required by the LANDLORD within 30 days of TENANTS being notified, LANDLORD may treat this lease agreement as broken, and may elect to retake the premises by eviction for non-payment of rent. Upon termination of the lease, the premises shall be inspected, and the TENANTS agrees by signing this Lease Agreement that the LANDLORD may apply any portion of the deposit towards the cost of repair and refurbishing of property. If TENANTS vacate the premises prior to the end of the term and the Owner or Agent have been able to re-rent the premises, a one time office charge of \$250.00 will be retained by the Lessor for the cost of showing and re-renting the premises. The TENANTS will be liable for all rent due under the original Lease Agreement. In no event shall any portion of said deposit be used to pay for utilities or rent.

8.- PAYMENT OF RENT: TENANTS agree to establish a suitable method by which TENANTS will pay the agreed monthly payments into a single (Huntington) bank account belonging to the LANDLORD, which will be provided to TENANTS prior to the due dates of said payments. LANDLORD requires that a single payment be made into aforementioned account. LANDLORD recommends that TENANTS open a joint Huntington account which could be used to pool all individual payments into a single account prior to the payment of rent. Huntington accounts can be used to transfer money via the online "PAYMENTS/BILL PAY/PAYEE" section for free (not via Zelle). TENANTS are not required to open a Huntington account so long as TENANTS' payments are received in the bank account provided to them on time (any means acceptable) or if a separate payment system is agreed upon with the LANDLORD at the time of lease signature. TENANTS agree to pay the rent jointly in a single transaction, totaling the amount due (listed at the top of this Lease Agreement) for that month. If the total monthly rent amount is not paid in one transaction, unless otherwise negotiated with the LANDLORD, TENANT(S) will pay a fee of \$30 per each additional transaction.

9.- LATE FEES: Rent is due on the first of each month, unless specified otherwise in this lease. TENANTS agree that regardless of the payment system utilized, TENANTS will ensure that payments are received no later than the first of each month. LANDLORD EXPECTS LATE FEES TO BE INCLUDED WITH THE MONTHLY RENT PAYMENT IF PAYMENT WILL BE RECEIVED AFTER THE FIRST. If late fees are not paid when late payment is made, late fees will be automatically deducted from the security deposit and final reconciliation of late fees will be made prior to return of the security deposit. In the event of partial submission of rent payments, TENANTS will

contact the LANDLORD so that it may be established which TENANT(S) have made late payments.

LATE FEE TIERS:

Tier 1: Payments received on or between the 2nd and 4th of each month: 6% added to the monthly rent payment.

Tier 2: Payments received on or between the 5th and 8th of each month: 10% added to the monthly rent.

Examples:

If rent payment = \$800.00, a Tier 1 late fee would result in a \$848.00 rent payment/\$48.00 (6%) fee added to the monthly rent payment.

Tier 2 late fee = \$880.00/\$80.00 (10%).

10.- PARKING PERMITS & GAME DAY PARKING: TENANTS' have full use of TENANTS' paid parking space(s) for the term of the lease except **during OSU home football games, and special events taking place at the OSU football stadium** (TENANTS will be notified at least one week in advance in regards to special events) unless otherwise specified. **TENANTS' car(s) must be moved by 7:00 AM on the day of the game or event.** In most cases, TENANTS will be reminded by LANDLORD via text to move cars. TENANTS are still **expected** to have cars moved regardless if reminder has been received. **Residential parking permits are recommended but not required.** TENANTS occupying houses located on either E Northwood or E Oakland Avenues (Letter F Permit Stickers) may purchase a year long residential parking permit for \$25 which are available at the Columbus City Impound Lot. Upon purchase of a residential parking permit, a sticker and temporary guest pass (in the form of a mirror hanger) will be provided. **LANDLORD agrees to cover the cost of the parking permits (\$25) if TENANTS turn over the guest passes to the LANDLORD.**

11.- CREDIT REPORT: TENANTS and their COSIGNERS agree to provide LANDLORD with a copy of their Credit Report via email IF requested at any point prior to or during the leasing period. It is standard practice for LANDLORD to print off and then delete the received email for security purposes. These documents will be kept for the term of the lease and then shredded in a professional shredder. Instructions for obtaining a free credit report will be sent to TENANTS at the time of the request. If the instructions are not received, TENANTS and/or COSIGNERS are required to obtain the credit report from www.annualcreditreport.com.

12.- SUBLEASING AND REPLACEMENT: Subleasing is permitted under strict guidelines. TENANTS shall not sublease the premises without the express written consent of LANDLORD. TENANT is required to pay a \$300.00 one time subletting fee to the LANDLORD. A prospective sublessee must complete an application provided to them and pay any required application fees. Prospective sublessee's must have a parent or guardian sign a COSIGNER form. Prospective sublessee must provide all identifying information requested, including driver's license and credit report prior to move-in. LANDLORD highly recommends that TENANT collect a security deposit from sublessee equivalent to TENANT'S own security deposit paid at the time of lease signature. By signing this Lease Agreement TENANT(S) agrees that they and their COSIGNER(S) are jointly and severally liable for any damages to the premises, delinquent/late/current rent payments and late fees or additional charges specified under this Lease Agreement that occur while the TENANT is subletting the premises. TENANT agrees to provide LANDLORD with a signed copy of the final Sublease Agreement that TENANT establishes with sublessee prior to sublessee move-in. TENANT understands that ANY executed Sublease Agreement does not remove them from the obligations set forth in this Lease

Agreement and that they will be held actionable for any Lease Agreement violations committed by the sublessee. All guidelines specified in section 12 also apply to TENANT **Replacement** with a few changes. The TENANT replacement fee is a one time fee of \$700.00, any prospective replacement tenant(s) are required to pay a security deposit equal to the outgoing TENANT(S) individual security deposit contribution and any prospective replacement tenant(s) are required to sign a Tenant Replacement Leasing Agreement prior to their move-in. Current TENANT(S) security deposit contribution will be refunded according to the guidelines specified throughout this Lease Agreement prior to prospective replacement tenant's move-in. If a TENANT(S) successfully transfers a lease to a prospective replacement tenant(s) according to the guidelines outlined in this section, TENANT(S) and their COSIGNER(S) will no longer be jointly and severally liable for any damages to the premises, delinquent/late/current rent payments and late fees or additional charges specified under this Lease Agreement that occur after the TENANT(S) has moved out and been successfully replaced. In both subleasing and replacement situations, LANDLORD reserves the right to deny approval of prospective sublessees and prospective replacement tenants at their discretion.

13.- LEASE RENEWAL AND RENT INCREASES: If TENANTS plan on staying an additional year, total rent may increase by 4.85% or more depending on market conditions. TENANTS must notify the LANDLORD of the intent to terminate or renew your lease by September 15 or 45 days after move-in day, whichever comes first. If LANDLORD is not notified before or on the time stated above, LANDLORD will rent the house out on a first come first serve basis and assume TENANTS are not planning on renewing the lease. TENANTS may request an extension of this deadline but the LANDLORD reserves the right to deny said extension. TENANTS must take the initiative to re-rent the property. An additional holding deposit/security deposit must be paid to secure the future Lease Agreement when the lease is renewed. Holding fee will have the same attributes as holding fee #1 specified elsewhere in this lease unless otherwise negotiated.

14.- TERMINATION DATE OF LEASE AND ABANDONED PROPERTY: LANDLORD shall have the right to access the premises for the purpose of removing property belonging to the TENANTS that remains after the lease termination date stated in the lease agreement. TENANTS acknowledge that they hereby contractually agree that all personal property remaining in the premises after the lease termination date is abandoned property that can be disposed of by LANDLORD, and TENANTS hereby agree to release LANDLORD, hold LANDLORD harmless and indemnify LANDLORD of any form of liability and/or third party claims stemming from LANDLORD's removal of any personal property after the expiration of TENANTS lease term.

15.- MOVE OUT/ HOLD OVER: Residents remaining in the unit beyond the last day of their lease, without renewal or permission, will be charged the prorated rent per day plus an additional service charge of \$300.00 per day. LANDLORD may proceed with an eviction action and sue for damages arising out of the late move out unless the details of the late move out are printed at the bottom of this lease.

16.- MOVE IN CLEANING: If the premises are not sufficiently clean upon move-in day, TENANTS must immediately notify LANDLORD. Either a cleaning crew will be dispatched or LANDLORD will pay TENANTS to clean the premises to their liking, if TENANTS find that an agreeable solution.

TENANTS agree to be on the premises for the arrival and the entire duration of the cleaning crew's stay and will ensure the premises are satisfactorily cleaned before the crew leaves. Paragraph 12 does not apply if TENANTS have negotiated an atypical or early move in date. In any atypical move in situation, TENANTS should be flexible with the expected cleanliness of their rooms and living spaces. Standard move in dates = August 1st - 15th.

17.- MOVE OUT CLEANING: TENANTS agree to leave the premises as clean as when they moved into the premises. If TENANTS are unwilling/unable to clean the premises in a professional manner, TENANTS agree to either hire a cleaning crew or to expect a large deduction from the security deposit.

18.- PETS: TENANTS agree that any and all pets brought onto the premises for an extended stay must be approved by the LANDLORD beforehand. In most cases, the LANDLORD will establish a pet deposit along with a monthly pet fee that must be included with the TENANTS' monthly rent payment, along with any other stipulations and expectations. If a pet is discovered to be living on the premises that was not previously discussed or disclosed to the LANDLORD, a \$400 fee will automatically be deducted from TENANTS' security deposit. At that time, the LANDLORD will establish a one time pet deposit and monthly pet rent payment necessary for pet to remain on the premises. TENANTS agree that the LANDLORD reserves the right to order the removal of any non-approved animal found on the premises via local animal control authorities. TENANTS agree that the LANDLORD reserves the right to view a non-approved animal found on the premises as a breach of this Lease Agreement that could result in the immediate forfeiture of all deposits and holding fees made along with the eviction of the TENANTS and termination of this lease.

19.- APPLIANCE REPAIRS: TENANTS agree to notify LANDLORD of any damaged or non-functional appliances over the course of the leasing period. TENANTS agree to pay for any repairs needed for non-coin operated washers and dryers. LANDLORD will pay for the repairs to any coin operated washers and dryers. TENANTS also agree to pay for the repairs to other appliances in the house, if the damage is due to negligence rather than typical wear-and-tear.

20.- EMERGENCY REPAIRS AND VANDALISM: TENANTS agree to notify LANDLORD of any needed repairs, including emergency repairs, namely a broken furnace, central air conditioning unit, structural damage or a plumbing related leak. TENANT(S) will be responsible for any damages caused by TENANT'S negligence in reporting any repairs to the LANDLORD in a timely manner. In the event that LANDLORD is unreachable, LANDLORD permits TENANTS to call a technician on his behalf to handle emergency repairs only. LANDLORD requires that TENANTS attempt to utilize the list of approved/recommended technicians provided by the LANDLORD. TENANTS agree to file a police report and provide proof of said report to LANDLORD if TENANTS request LANDLORD to repair damage to any interior or exterior component of the house due to vandalism. Any damages reported to the LANDLORD claimed to be the result of vandalism must have an accompanying police report, otherwise TENANTS will absolutely be required to pay in full for said damages. LANDLORD still reserves the right to deny any requests for repairs made regarding damages resulting from vandalism even if a police report is submitted.

21.- 24 HOUR NOTICE TO ENTER: TENANTS hereby agree to substitute the customary written notice to enter the building with an electronic text message or email sent to TENANTS' mobile device

approximately 24 hours prior to LANDLORD's peaceful entry to the premises. A maintenance request by the TENANT(S) will be seen as a waiver of the 24 hour notice.

22.- EXTENDED ABSENCES: TENANTS agree to keep the heat at a minimum of 65 degrees Fahrenheit during any absences. TENANTS will be responsible for any damages to the house or plumbing due to negligence during extended absences.

23.- GRILLING, FLAMMABLE LIQUIDS, CANDLES AND OTHER VIOLATIONS:

TENANTS agree that the LANDLORD reserves the right to issue a \$150.00 fine and/or initiate the eviction process of any TENANT(S) seen violating the rules contained within this section of the Lease Agreement. Grills on the front porch are not permitted unless negotiated otherwise. Water beds are not permitted. CANDLES ARE NOT PERMITTED ON THE PREMISES. No flammable liquids are permitted on the premises. This includes but is not limited to Charcoal Lighter Fluid, Citronella Oil for Tiki Torches, Gasoline, etc. TENANTS hereby gives the LANDLORD permission to remove such items from the premises without TENANTS' prior consent. If a water bed is found on premises, TENANTS risk entire forfeiture of deposit. TENANTS ARE NOT PERMITTED TO USE ANY FIREPLACES LOCATED ON PREMISES. CIGARETTE SMOKING IS NOT PERMITTED IN THE HOUSE: Repeat offenses run the risk of entire forfeiture of security deposit. TENANTS are not permitted to paint, build additions to or modify the exterior or interior of the premises. Violations will result in fines, security deposit forfeiture and/or evictions. TENANTS shall be responsible for any damages done by wind, rain or cold weather caused by leaving windows or doors open. TENANTS shall be responsible for any damage to the premises, regardless if damage was caused by TENANTS or other occupants or visitors on the premises.

24.- LITTER: TENANTS agree to keep the premises clean, maintained and litter free. If TENANTS are unable or unwilling to keep yards and porches clean of any and all trash, debris and litter. LANDLORD understands that TENANTS may have parties and that some litter, debris and trash may appear on the premises without TENANTS' knowledge. TENANTS agree to have premises cleaned within 24 hours of a party and to clean up any litter, debris or trash within 24 hours that LANDLORD notices and subsequently notifies TENANTS of. Failure to do so will result in the hiring of cleaning crews by the LANDLORD, at the expense of TENANTS.

25.- NOISE COMPLAINTS AND PARTIES: TENANTS agree that the LANDLORD reserves the right to charge TENANTS a fee that will be deducted from the security deposit if LANDLORD receives noise complaints from neighbors and/or TENANTS are seen having excessively large and destructive parties. LANDLORD agrees that in most cases, TENANTS will be verbally warned by the LANDLORD before a charge is deducted from the security deposit.

26.- TENANTS ON ROOFS: Any roof structures attached to the premises to be used by TENANTS only as a means of escape from fire. No recreational use is permitted. Any evidence of a TENANT witnessed on a roof structure of the premises is subject to a \$150.00 fine/occurrence, all applicable City of Columbus fines and the cost for any damage to the building resulting from improper use. Repeat offenses will result in the entire forfeiture of TENANTS' security deposit.

27.- OUTDOOR FURNITURE AND DECORATIONS: TENANTS agree to keep all interior furniture inside the house. TENANTS understand the distinction between indoor and outdoor furniture. TENANTS agree to place only patio furniture or lawn chairs outside. If interior furniture is present

outdoors on the property, it will be removed at a fee of \$50 per occurrence, in addition to any tickets or fines issued by the City of Columbus. TENANTS agree to pay for damage or theft of any outdoor furniture already present on the premises on move-in day. **No electric beers signs, bed sheets, posters, cut out figures or speakers to be placed in the windows or front porch.**

28.- FIRE EXTINGUISHERS: TENANTS hereby acknowledge that any fire extinguishers provided on the premises are to be used ONLY as an aid to escape from the house in case of a fire. TENANTS agree to refurbish, replace or pay to replace any fire extinguishers in the event that said fire extinguishers are used, discharged or tampered with when the premises are not on fire. Payment for used/discharged/damaged fire extinguishers will be deducted from the security deposit.

29.- MAGIC SLIDERS: The TENANTS agree to purchase and install Magic Slider (or equivalent brand) floor protectors on all furniture legs to prevent damage to the hardwood floors. TENANTS will have the cost of any absent magic sliders deducted from their security deposit upon discovery by LANDLORD.

30.- DOOR LOCKS: TENANTS will be provided one entry door key and one bedroom door key upon moving in to premises. There will be no adding or changing of any locking devices to any access of the property or any of its parts. LANDLORD is authorized to remove any such devices not agreed to in writing at a cost of \$100 per replacement device. TENANTS agree to call LANDLORD in the event of a LOCKOUT situation. If LANDLORD is unreachable, TENANTS may call a locksmith. Any LOCKOUT situations will result in an immediate \$50 fine along with any additional fees incurred from a locksmith or otherwise, if a locksmith is needed.

31.- CLOGGED DRAINS: TENANTS agree to take care of clogged toilets, clogged shower drains, clogged kitchen sinks, clogged bath vanity drains, clogged sewer lines, and clogged garbage disposals as they are covered under Ohio Revised Code Section 5321.05(C) and the cost to unclog and repair is the full responsibility of the individuals on this lease and their cosigners. TENANTS may notify LANDLORD of any clogged drains and the LANDLORD reserves the right to deduct the cost to unclog a drain from TENANTS' security deposit. Problems that develop in the lateral sewers beyond the walls of the house that cannot be attributed to TENANTS are the responsibility of the LANDLORD.

32.- REPAIRS & INSPECTIONS: TENANTS can expect larger repairs to be made during winter, spring, and summer breaks and other times during the leasing period, as needed. LANDLORD reserves the right to perform, or for their agent to perform, inspections of the premises, as deemed necessary, to ensure the TENANTS are complying with this Lease Agreement. TENANTS will be given a 24 hour notice of said inspections. TENANTS hereby agree to permit LANDLORD or LANDLORD'S agents to improve, repair or clean the premises seven weeks prior to the expiration of this Lease Agreement. It is the LANDLORD's sole discretion as to what items are to be addressed. TENANTS are not permitted to make repairs of the premises without written permission from the LANDLORD.

33.- COSMETIC DEFECTS VS FUNCTIONAL DEFECTS: TENANTS and LANDLORD agree upon the following: a cosmetic defect on the premises is an item that could be repaired, but the lack of repair is not a safety or a health hazard to the occupant. LANDLORD does not guarantee that cosmetic defects will be fixed but TENANTS are welcome to bring them to LANDLORD'S attention.

34.- MINI BLINDS: Mini Blinds are provided as a courtesy to TENANTS and TENANTS are responsible for the replacement expense of any dirty, damaged or dusty mini blinds prior to end of lease agreement.

35.- NAILS, PAINTING AND WALL HANGINGS: TENANTS agree to not use nails or screws to hang posters or other items without LANDLORD'S permission. **Only 3M Command Strips or other brand equivalent adhesive strips are permitted.**

36.- SMOKE DETECTORS, MOUSE TRAPS AND LIGHT BULBS: TENANTS agree to notify LANDLORD of any malfunctioning or missing smoke detectors throughout the leasing period. TENANTS agree to notify LANDLORD if mice are seen on the premises and further agree to be willing to set and fully manage any mouse traps needed in the event of mice being spotted on the premises. LANDLORD agrees to provide mouse traps on an as-needed basis. TENANTS agree to notify LANDLORD if any light bulbs installed on the premises are broken in any way or burn out during the leasing period. LANDLORD will replace any burnt out light bulbs at no charge, upon being notified, unless the bulb was broken or destroyed due to negligence. If bulbs are found to be missing, broken or otherwise damaged upon moving out the TENANTS will have the cost deducted from their security deposit.

37.- PESTS AND VARMINTS: The TENANTS agree to pay for the extermination of all bed bugs, cockroaches, fleas and mice/rats that appear during the leasing period. TENANTS agree to notify LANDLORD of any pests present during move-in TENANTS. Notifying LANDLORD will absolve TENANTS of the cost of extermination. TENANTS agree to immediately report any infestation of bugs, insects, and/or other vermin to LANDLORD as soon as they are noticed by TENANTS. TENANTS agree to not feed wildlife or stray animals anywhere on community property. LANDLORD may consider this Lease Agreement breached and reserves the right to evict the TENANTS if any of the following apply:

- 1) Resident's actions or inactions contribute to or result in a serious pest infestation
- 2) Resident's actions or inactions prevent or hinder the LANDLORD'S treatment of an infestation;
- 3) LANDLORD, in LANDLORD'S sole discretion, or pursuant to the opinion of a licensed pest control professional, determines that the infestation in the premises and/or adjoining apartments cannot successfully or properly be treated with residents continuing to live in the premises;
- 4) Noncompliance with any other terms of this provision.

38.- PRIVATE COURT TRIAL: In the event that litigation is brought in any state or federal court, relating to, arising out of or concerning this Lease Agreement, we hereby agree and covenant with each other to waive and give up the right to a jury trial and to submit all manner of causes of action, controversies, differences, claims or demands whatsoever, whether of fact or of law or both to be resolved at the request of any party, by trial on order of reference conducted by a retired judge or justice recommended by the Ohio Private Trial Association, or its successors, appointed pursuant to the provisions of Ohio Revised Code Section 2701.10 or any amendment, addition or successor section thereto to try, determine and adjudicate the case in its entirety. The parties intend this reference agreement to be specifically enforceable in accordance with said section. If the parties are unable to agree upon a retired judge recommended by the Ohio Private Trial Association to act as judge then one shall be appointed by the presiding judge of the Common Pleas Court of the county where the hearing

is to be held. The parties further agree to assume full responsibility for providing facilities, equipment, and personnel reasonably needed by the retired judge during his/her consideration of the action or proceeding, as may be specified in advance, to the retired judge, the estimated reasonable fees and cost of the trial or proceeding, as may be specified in advance by the retired judge in accordance with his/her customary fee schedule. The parties shall initially share equally, by paying their proportionate amount of estimated fees and costs of the retired judge. Failure of any party to make such a fee deposit shall result in a forfeiture by the non-depositing party of the right to prosecute or defend the cause(s) of action which is (are) the subject of the reference, but shall not otherwise serve to abate, stay or suspend the reference proceeding. This provision operates as an agreement by the parties hereto for reference pursuant to Ohio Revised Code Section 2701.10. -Ohio Private Trial Association 1994.

39.- SECURITY DEPOSIT POTENTIAL CHARGES

LANDLORD Action	Cost	Admin Fee	Total Charge
Repair NAIL HOLES. Requires drywall patching and wall painting. (per hole)	\$50.00	10%	\$55.00
Replace Damaged Historic Interior 5 Panel Door (Per Door)	\$1,000.00	10%	\$1,100.00
Replace Damaged Modern Interior 5 Panel Door (Per Door)	\$500.00	10%	\$550.00
Replace Damaged Exterior Door (Per Door)	\$1,500.00	10%	\$1,650.00
Replace Damaged Smoke/Carbon Monoxide Detector	\$85.00	10%	\$93.50
Remove Furniture (Per Item)	\$45.00	10%	\$49.50
Replace Empty/Missing Fire Extinguisher (Per Extinguisher)	\$75.00	10%	\$82.50
Replace Damaged Ceiling Fan	\$225.00	10%	\$247.50
Replace Damaged Ceiling Fan Pull Switch	\$75.00	10%	\$82.50
Replace Damaged Ceiling Fan Globe	\$75.00	10%	\$82.50
Replace Damaged/Dirty/Dusty Mini Blind	\$25.00	10%	27.50
Replace Damaged/Dirty/Dusty Mini Blind 2" Plantation	\$85.00	10%	\$93.50
Replace Broken Window Glass Medium Sized	\$175.00	10%	\$192.50
Replace Lock (Damaged/Key Missing) - Bedroom	\$55.00	10%	\$60.50
Replace Lock (Damaged/Key Missing) - Entry	\$75.00	10%	\$82.50
Replace Damaged Window Screen (Per Screen)	\$55.00	10%	\$65.50
Clean Dirty Oven and/or Refrigerator	\$100.00	10%	\$110.00
Replace Damaged/Dirty/Missing Cast Iron Stove Top Samsung Stoves (Per Piece)	\$120.00	10%	\$132.00
Replace Standard Light Bulb (Per Bulb)	\$7.00	10%	\$7.70

Replace Specialized Ceiling Fan Bulb	\$10.00	10%	\$11.00
Replace Vanity Bulb/Fluorescent Light Bulb (per bulb)	\$8.00	10%	\$8.80
Replace Damaged/Missing Portable Air Conditioner	\$400.00	10%	\$440.00
Replace Damaged/Missing Hotel Grade Cable Modem	\$200.00	10%	\$220.00
Replace Damaged/Missing Hotel Grade WIFI Emitter	\$300.00	10%	\$330.00
Replace Damaged/Missing Hotel Grade Router	\$100.00	10%	\$112.00
Bed Bug Treatment	\$2,775.00	10%	\$3052.50
Flea Treatment	\$400.00	10%	\$440.00

Replace Carpet Damaged/Stained Beyond Normal Wear	Contractor Price + 10% Admin Fee
Repair Damaged Bushes/Trees/Grounds	Contractor Price + 10% Admin Fee
Paint Beyond Normal Wear and Tear	Contractor Price + 10% Admin Fee
Repair Damaged Drywall	Contractor Price + 10% Admin Fee
Replace Damaged Ceramic Tile	Contractor Price + 10% Admin Fee
Repair Damage/Clean Grease from Barbecue Grilling on front/back porch near house	Contractor Price + 10% Admin Fee Minimum \$400.00
Move Out Cleaning (Minimum \$400.00)	Contract Price + 10% Admin Fee

40. SPECIAL PROVISIONS:

SAMPLE

The execution of this Lease Agreement by TENANTS, LANDLORD, and GUARANTOR(S) shall constitute the transaction of business in Ohio within the meaning of Ohio Civil Rule 4.3 (A) (1) and Section 2307.382 of the Ohio Revised Code. The laws of the State of Ohio shall govern the construction and interpretation of this Lease Agreement.

Appendix 1

Group Initials _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement (Required by Federal Government Regulation)

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.

Please click or visit the link below to view and read *Protect Your Family from Lead in Your Home* pamphlet:

<https://tinyurl.com/y7xkbpse>

LANDLORD'S Disclosure to TENANTS and Real Estate Licensee(s)

- (a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below)
- (i) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (ii) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____
- (c) Records and reports available to Landlord (check one box below):
- (i) ☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- (ii) Landlord has provided the TENANTS with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

TENANTS's Acknowledgment

- (d) TENANTS have read the Lead Warning Statement above and understands it contents.
- (e) TENANTS have received copies of all information, including any records and reports listed by Landlord above.
- (f) TENANTS have received the pamphlet *Protect Your Family from Lead in Your Home*.

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.

LANDLORD

TENANTS

Lead Based Paint Hazard Disclosure and Waiver

If this property was constructed or underwent substantial rehabilitation prior to 1978, lead-based paint hazard

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may be present. TENANTS hereby acknowledge and certify that:

1. _____ TENANTS have received a Notice entitled "Protect Your Family From Lead In Your Home."
2. _____ TENANTS understand fully the content of the aforementioned Notice and further, understand that a blood level screening program is neither available nor provided by the Landlord.
3. _____ TENANTS acknowledge that the property they are about to take possession of may contain lead-based paint hazards. However, despite this possibility, they elect to take possession of the property by signing a binding contract, subject to the below conditions.
4. _____ TENANTS understand that they may take part in any program(s) which may be available from any source at their own expense, and, within 10 days after signing this rental contract, time being of the essence, have all family members, especially children, tested at their own expense for an elevated blood level (EBL) that may have been attributable to the presence of lead-based paint. During this same 10 days and at their expense, TENANTS may have the property tested for the presence of lead based paint. TENANTS agree to provide copies of all test results to the Landlord.
5. _____ If an EBL condition is identified, and/or the property tests positive for the presence of lead-based paint, then the TENANTS shall have 3 days following receipt of these report(s) during which time they may elect to cancel this contract. Landlord shall return any monies advanced as rent, less actual rent due for the number of days the property has been occupied by the TENANTS prorated based upon a thirty day month. After this 3 day time period, this contract will be in full force and effect with TENANTS. Landlord shall not be required to remove or abate any lead found on the property unless required to do so by law.
6. _____ TENANTS may alternatively, refuse to participate in an EBL testing program for family members and refuse to test the subject premises at their expense for the presence of lead based paint.
7. _____ Having read the foregoing and having had all questions answered to their satisfaction, and despite the above warning and the right to conduct and independent risk assessment of the premises as explained above, TENANTS elect to take possession of this property. By affixing their signatures to this waiver, TENANTS agree to accept any and all risks of Lead-Based Paint poisoning and to hold Landlord or Landlord's agents harmless from all claims and liability for lead exposure to TENANTSSs, their family members, invitees, guests and/or pets. TENANTS do personally indemnify the Landlord and/or Landlord's agents against all actions resulting from any potential Lead-Based Paint hazards resulting from TENANTS taking possession of the property and waiving the right to cancel TENANTS' Rental Contract.
8. _____ This section is intended to comply with, and to supplement, all of the mandatory notification requirements contained in Title X - Residential Lead-based Paint Hazard Reduction Act of 1992 as Amended. Where the plural number is used in this disclosure and waiver, it shall be construed to include the singular number. The presence of initials preceding each paragraph denotes full understanding and comprehension of the information contained therein, and full accordance with the content as written therein. By signing this waiver, and in consideration of the mutual covenants given and received between the Landlord and TENANTS, TENANTS hereby agree, on behalf of and as agent(s) for all residents, guests and invitees to be estopped from any suit for compensation as a result of lead-based paint poisoning.

CAUTION TO ALL PARTIES: THE LEASE IS A BINDING LEGAL OBLIGATION. DO NOT SIGN

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WITHOUT FULLY UNDERSTANDING IT. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.

I agree that I fully understand I am responsible for all the rent specified in this lease and all chargeable damages, JOINTLY AND SEVERALLY.

TENANTS

Sign _____ Print Name _____ Date _____

Sign _____ Print Name _____ Date _____

Sign _____ Print Name _____ Date _____

Sign _____ Print Name _____ Date _____

Sign _____ Print Name _____ Date _____

Sign _____ Print Name _____ Date _____

Sign _____ Print Name _____ Date _____

Sign _____ Print Name _____ Date _____

Bruce Queck, managing member Professional Fiduciary Company, LLC