

Lease Agreement for 134 Aldrich Raod

This lease (hereinafter referred to as the “Lease”) is made this day of 11/4/2020, by and between Anthony& Kimberly Properties, an Ohio limited liability company (hereinafter referred to the “Landlord”), and Sample Lease (hereinafter referred to jointly and severally as the “Tenant”). The covenants and conditions stated in the Lease shall bind both the Landlord and the Tenant, jointly and severally.

I. PREMISES LEASED. The Landlord, in consideration of the rent to be paid, and covenants and agreements to be performed by the Tenant does hereby lease the following described premises located at: 134 Aldrich Road Columbus, OH, 43214, **(hereinafter referred to as the “Premises”)**.

II. LEASE TERM. The Tenant agrees to occupy said Premises for an original term commencing Sunday, August 1, 2021 **and ending** Monday, July 25, 2022 **(“Lease Termination Date”)**.

III. RENT. The Tenant agrees to pay as rent for the Premises the total sum of \$11.81 at the rate of \$1.00 per month, plus the proated amount of \$0.81 covering the period of July 1 to July 25,2022 should the term of the lease terminate on any other date other than the last day of the month, without demand, at **134 Aldrich Road, Columbus, Ohio 43214 or 1784 Warner Road, Vienna, Ohio, 44473**, or such other address as the Landlord may designate.

Rent is due on or before the first day of each month (the Due Date).

RENT UNPAID THREE (3) DAYS AFTER THE DUE DATE IS DELINQUENT AND WILL AUTHORIZE ALL REMEDIES IN THE LEASE. If all rent is not received on or before the third day of the month, the Tenant agrees to pay an initial late charge of 10% of one month's rent, plus a late charge of \$10.00 per day after three (3) days, if rent remains unpaid. Tenant will pay an additional \$30.00 charge for any check returned for insufficient funds. All funds received shall be applied to: dishonored check charges; late charges; damage charges; delinquent rent; and current rent, in that order.

Rent must be paid online through your secured tenant portal. Cash, cashier's check, money order or personal and bussines checks shall not be accepted without the Landlord's prior written consent, which consent shall not be unreasonably withheld.

The Tenant agrees further that acceptance and/or refusal by the Landlord of the rent payment after the due date shall in no manner constitute a waiver of the Landlord's rights in the event of the Tenant's failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which the Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Landlord, and the necessity of demand for the rent by the Landlord when the rent is overdue, is hereby waived.

On or prior to October 1st, the Tenant, if he/she desires, is encouraged to request in writing that the Landlord consider entering into a new lease with the Tenant to become effective following the Lease Termination Date.

IV. OCCUPANCY. The Tenant agrees that only those persons listed below shall occupy the Premises:

<u>Name</u>	<u>Tenant's Email</u>
Sample Lease	Tony@a-kproperties.com

3 person(s) at the request of the Tenants listed above, shall be added to Lease at any time before the Termination Date if said person fills out an online rental application, is accepted by Landlord and accepted by all who have entered into this Lease including signers and Co-signers.

No person shall be released from the covenants of the Lease without first obtaining the written agreement of the other tenants and/or cosigners set forth herein and written approval of changes from the Landlord which approval may be withheld by the Landlord in its sole and absolute discretion. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid.

The Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by the Landlord because of fire or any other risk or in any other manner that would disturb the peaceful, quiet enjoyment or any other occupancy of the neighborhood of which the Premises are a part. The Landlord reserves the right of eviction for the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before the Landlord can institute an eviction action.

V. SECURITY DEPOSIT. The Tenant agrees to deposit with the Landlord the sum of \$1.00 as security for the faithful performance under the Lease and by law. The Tenant agrees 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. The Landlord, at the expiration of the Lease or hold-over tenancy, may apply the security deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guests, family or invitees. Also, abandonment or vacating the Premises by the Tenant before the end of the term shall result in the Landlord deducting damages it has incurred from the security deposit. The Landlord shall attempt to mitigate any damages as a result of abandonment. Each person obligated hereunder as a Tenant shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy.

The Tenant agrees to provide the Landlord, in writing, a forwarding address upon vacating the Premises. The Landlord agrees to return to the Tenant the security deposit, or whatever part has not been applied in payment of any tenant obligations under the Lease, within thirty (30) days after the expiration and delivery of possession of the Premises to the Landlord, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by the Landlord during this same time period. This provision does not waive rights of the Landlord to seek damages in excess of the security deposit. The Tenant agrees to reimburse the Landlord for any rent, fees, utilities due and/or damages exceeding the security deposit.

Tenant shall pay fees of \$50.00 for appliance cleaning; \$150.00 for pest/insect infestation cleaning; \$50.00 for clogged drains; \$40.00 for unclean refrigerator; and \$50.00 for each pane of broken glass or damaged screen and such other charges for other damages as the Landlord determines are reasonable. Tenant agrees such charges are reasonable.

VI. TERMS OF USE.

A. Keys. The Tenant will be provided 4 **key(s)** to the Premises. The Tenant shall not duplicate any keys. There will be a \$30.00 rekeying charge per lock set for any of these keys not being returned upon vacating.

B. Walls and Pictures. Tenant shall not drive nails or fasteners into woodwork. Pictures and decorations shall be hung on walls by using metal picture hooks or brads not to exceed 1.5 inches in length. Tenant may not use duct tape or other tape, adhesive tape hooks, or other fasteners.

C. Exterior. At no time shall Tenant permit any person to stand, sit or step on any roof of the Premises. Tenant shall not permit any interior furniture to be placed on the front or back porch or in the yard at any time. Tenant may use outdoor furniture on the front and back porches only as permitted by applicable zoning of the City of Columbus.

D. Snow Removal. Landlord shall use reasonable efforts to keep sidewalks free of snow. The Tenant shall be responsible for snow removal from the rear parking area.

E. Yard Maintenance. The Landlord shall be responsible for mowing and maintenance of the yard.

F. Parking. Tenant may park no more than 4 **vehicle(s)** behind the Premises, on a space available basis only, **and at no time use**

more than one-half the available parking area if area is share with other units or properties.. Tenant shall park all other vehicles on public streets.

VII. MOVE OUT NOTICE; NO AUTOMATIC RENEWAL OR HOLDOVER TENANCY. There shall be no automatic renewal of this Lease and no holdover tenancy shall be permitted. At least sixty (60) days prior to Lease Termination Date, the Tenant must provide written notice of intent to move out to the Landlord or the Landlord's agent. The Tenant's moveout notice may not terminate the Lease sooner than the end of the Lease term or renewal period. Verbal notice is not sufficient.

On or prior to October 1st, the Tenant, if he/she desires, is encouraged to request in writing that the Landlord consider entering into a new lease with the Tenant to become effective following the Lease Termination Date.

VIII. UTILITIES. The Landlord shall pay for water/sewer/storm water (up to \$250 per quarter), and trash disposal. The Tenant agrees to pay for all other utilities, related deposits and charges on the Tenant's utility bills. The Tenant shall not allow utilities, other than cable TV, to be disconnected by any means (including nonpayment of bill) until the end of the Lease term or renewal period. The Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during the Tenant's responsibility to the Lease. Utilities shall be used only for normal household purposes and not wasted.

Disconnection of the electric or gas service due to nonpayment by the Tenant for more than five (5) days shall be considered material noncompliance under paragraph XVII.

IX. PETS PROHIBITED. Tenant shall not harbor any dogs, cats, or pets of any kind in, on, or about the Premises (even temporarily). Tenant shall pay additional fee of \$50.00 per day for pets. If a pet has been in the Premises at any time during the Tenant's term of occupancy (with or without the Landlord's consent), a charge may be made for defleaing, deodorizing, and/or shampooing, and/or other damages occasioned by the pet.

X. INSURANCE. Tenant will be responsible for insuring all the Tenant's personal property within the Premises. Therefore, it is strongly recommended that the Tenant purchase a Renter's Insurance policy, and the Tenant hereby relieves the Landlord of all risk that can be insured thereunder.

XI. USE AND ASSIGNMENT/SUBLETTING PROHIBITED. The Tenant agrees that the Premises shall be used only as a dwelling unit and for no other purpose; nor shall Premises or any part thereof be sublet or assigned, nor shall the number or name of occupants be increased or changed, without written consent of the Landlord.

XII. TENANT'S DUTIES: The Tenant shall:

A. Keep the interior and exterior of the Premises that he/she occupies and uses safe and sanitary.

B. Tenant shall supply suitable trash receptacles and dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord; Tenant shall maintain and permit the free flow of all interior and exterior drains and drains. Tenant shall pay \$50.00 for each incident of trash/garbage clean up by the Landlord.

C. Keep all plumbing fixtures in the Premises as clean as their condition permits.

D. Use and operate all electrical and plumbing fixtures properly.

E. Comply with the requirements of Tenants by all applicable state and local housing, health and safety codes.

F. Personally refrain, and forbid any other person who is on the Premises with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other part of the Premises.

G. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the Landlord.

H. Promptly notify the Landlord of the need for repairs.

I. Conduct him/herself and require other persons on Premises with his/her consent to conduct themselves in a manner that will not disturb the neighbors' "peaceful enjoyment" of the Premises.

J. Not unreasonably withhold consent for Landlord or its agents to enter the Premises.

K. Conduct him/herself, and require persons in his/her household and persons on the Premises with his/her consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in Chapters 2925 and 3719 of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances.

L. Tenant shall regularly test all smoke and carbon monoxide detectors, refrain from removing or disabling any smoke and/or carbon monoxide detectors and notify Landlord in writing of any mechanical failure, need for repair, or replacement.

XIII. LANDLORD'S DUTIES: The Landlord shall:

A. Comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety.

B. Make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and habitable condition.

C. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and airconditioning fixtures and appliances supplied, or required to be supplied by the Landlord.

D. Except in the case of emergency, or if it is impractical to do so, give the Tenant at least twentyfour (24) hours notice of his intent to enter and enter only at reasonable times.

E. Not abuse the right of access as described in this Lease.

F. Landlord shall furnish and repair smoke and/or carbon monoxide detectors as required by law.

G. Subject to the performance of Tenant's obligations set forth in this Lease including the payment of rent, Landlord shall permit Tenant the quiet enjoyment of the Premises.

XIV. CONDITIONS OF PREMISES AND ALTERATIONS. The Tenant accepts the Premises **AS IS**, except for conditions materially affecting health or safety of ordinary persons, and except as otherwise indicated on the inventory and condition form described below, the Landlord makes no implied warranties. The Landlord shall provide an inventory and condition form to the Tenant on or before movein. Within seven (7) days after movein, the Tenant shall note all defects or damages on the form and return it to the Landlord or Landlord's agent; otherwise the Premises shall be presumed to be in clean, safe and good working condition, The Tenant shall use customary diligence in care of the Premises. Whenever damage is caused by the Tenant, the Tenant's guests, or occupants due to carelessness, misuse, neglect, or failure to notify the Landlord of any need for repairs, the Tenant agrees to pay (1) the cost of all repairs and do so within thirty (30) days after receipt of the Landlord's demand for the repair charges; and (2) rent for the period the unit is damaged whether or not the unit is habitable. The Tenant may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Landlord's property except as authorized by the Landlord in writing. No holes or stickers are allowed inside or outside: however, a reasonable number of small nail holes for picture hanging are permitted, No water furniture, antennae, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying shall be permitted except by the Landlord's prior written consent. No padlocks are permitted on bedroom doors. The Tenant shall not disable, disconnect, alter or remove the Landlord's property, including security devices, alarm systems, smoke and/or carbon monoxide detectors, appliances, furniture, and screens. When the Tenant moves in, the Landlord shall furnish light bulbs for fixtures furnished by the Landlord; thereafter, light bulbs of the same wattage shall be replaced at the Tenant's expense. When moving out, the Tenant shall surrender the Premises in broom clean

condition as when received, reasonable wear accepted.

The Landlord is not required to rebuild or restore the Premises if 25% or more of the Premises became uninhabitable by reason of fire or other casualty. Tenant, on behalf of each of them, and Tenant's insurance carriers providing property and casualty insurance on the Premises, hereby waives all rights of subrogation that Tenant's insurance carrier may have against Landlord, and Landlord's agents, employees and contractors for loss of or damage to Tenant's property.

XV. WHEN THE LANDLORD MAY ENTER. The Landlord, or the Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below, provided the Tenant or the Tenant's guests are present. If no one is in the Premises and a request has been made for repair and/or entry by the Tenant, the Landlord, or the Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. **If the Landlord requests entry, a written notice in the form of an email shall be given to the Tenant twentyfour (24) hours prior to entry.** The Landlord reserves the right to enter the Premises without notice in case of emergency or if emergency maintenance is requested. The Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease.

Such entry may be for: repairs, estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke and/or carbon monoxide detectors; retrieving unreturned tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances; furniture, equipment, security devices or alarm systems; removing or rekeying unauthorized security devices or unauthorized alarm systems; removing health or safety hazards (including hazardous materials); inspections when imminent danger to person or property is reasonably suspected; entry by a law enforcement officer with search warrant or arrest warrant; showing the Premises to prospective tenants or insurance agents; or other valid business purposes.

XVI. NON-LIABILITY. The Tenant acknowledges that any security measures provided by the Landlord shall not be treated by the Tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Tenant, the Tenant's guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct or other persons, including theft, burglary, assault, vandalism, or other crimes. The Landlord shall not be liable to the Tenant, guests or occupants for personal injury or damage or loss or personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightening, wind, explosions, acts of nature and interruption of utilities unless caused by Landlord's negligence. The Landlord has no duty to remove ice, sleet, or snow; but the Landlord may do so in whole or in part, with or without notice. If the Landlord's employees are requested to render services not contemplated in the Lease, the Tenant shall hold the Landlord harmless from all liability for same. The Landlord shall not be responsible to Tenant or anyone in the Premises, or to anyone claiming through Tenant or any occupant for damages to any property or person arising from acts of neglect or omission by any other co-Tenant in the Premises by the elements, or from fire casualty, Act of God or like occurrence that is beyond the direct control of Landlord. Landlord shall not be responsible for heat or lack of heat or hot water where the same are within the exclusive control of the Tenant. It is the responsibility of the Tenant to maintain heat in the Premises during winter and any damage due to lack of heat shall be the responsibility of the Tenant.

Landlord is not responsible for damage or loss to Tenant, or any occupant of the Premises, or to anyone claiming by or through Tenant or any occupant by reason of any theft, burglary, assault, fire, or other catastrophe. It is the responsibility of Tenant to obtain and maintain suitable renters' insurance. The Landlord shall not be responsible for any loss of or damage to any personal property of the Tenant.

XVII. LEASE COMPLAINCE. The Landlord and the Tenant have, at all times, the right to require compliance with all covenants, terms and conditions of the Lease, notwithstanding any conduct or custom on the Landlord's or the Tenant's part in refraining from so doing at any time. Waiver at any time of any breach or condition of the Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the Lease. **The Landlord, where not required by law, may discontinue any facilities, amenities, or such services rendered by the Landlord and furnished to several tenants on a common basis, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for the Lease.**

XVIII. DEFAULT BY THE TENANT. In the event the Tenant is in default of any of the terms or obligations of the Lease, violates and/ or fails to comply with any of the covenants, terms, or conditions of the Lease, or any policies herein or hereafter adopted by the Landlord, said default shall constitute grounds for termination of the Lease and/or eviction by the Landlord. It is expressly understood and agreed that the Tenant shall be and remain liable for any deficiency in rent until the Lease expires or until such time as in the interim, the Premises are leased by another acceptable tenant, The Tenant shall also be and remain liable for any expense incidental to reletting, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which the Landlord has sustained by virtue of the Tenant's use and occupancy of the Premises or default under the Lease.

Providing any false information on the rental application shall also constitute default under the terms of this Lease and, in such event, Landlord by terminate the tenancy and evict the Tenant at the Landlord's sole and absolute discretion.

XIX. DEFAULT BY THE LANDLORD. If the Landlord is in default of the obligations imposed by the Lease, the Tenant may, terminate the Lease by following these procedures (as directed by Revised Code 5321.07): (1) the Tenant shall make written request to the landlord or landlord's agents for repair or remedy of the condition within a reasonable time, and all rents must be current at such time, after receiving the request, the Landlord shall have the reasonable time to repair, or remedy, considering the nature of the problem and reasonable availability of materials, labor and utilities, (reasonable time is considered to be not more than thirty (30) days); if such time has passed and if the Landlord has not made a diligent effort to repair or has not reported on the progress of remedy, then the Tenant may deposit all rent that is due, on or before the due date, with the Clerk of Courts of the Municipal of County have jurisdiction or (2) the Tenant may give written notice of intent to terminate the Lease unless the repair is made within thirty (30) days.

XX. ENTIRE AGREEMENT. The Lease is the entire agreement between the Landlord and the Tenant. No representations oral or written, not contained herein or attached hereto, shall bind either party. The Landlord or the Landlord's agents (including management personal and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have authority to make promises, representations or agreements which impose duties of security or other obligation on the Landlord or the Landlord's agents unless done in writing, No action or omission of the Landlord's representative shall be deemed a waiver of any subsequent violation, default, or time or place of performance.

XXI. SEVERABILITY. If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of the Lease shall not be affected.

XXII. BINDING EFFECT. The Lease is binding on the Landlord and the Tenant and on their respective heirs, successors, executors, and administrators. The Consumer Sales Practices Act does not apply to the Lease.

XXIII. EARLY TERMINATION OF LEASE BY LANDLORD. If Tenant causes unreasonable damage to the Premises, permits excessive noise or vibrations to be heard or permits excessive odors to emanate from the Premises, the Landlord in the exercise of its judgment may terminate this Lease upon one month's written notice to the Tenant.

XXIV. LEAD PAINT PAMPHLET. The Premises were constructed before 1978 and may contain lead-based paint. The Tenant is hereby advised that lead-based paint may be harmful, especially to children and pregnant women. The Tenant hereby acknowledges receipt of a federally approved pamphlet on lead poisoning prevention which can be found on your tenant portal.

XXV. MONITORED SECURITY SYSTEM ALARM AGREEMENT. The Premises has a security system monitored by Sterling First Alert Company. The annual fee is \$500.00 payable by the tenants to Sterling First Alert Company at the time of lease signing. Tenants are solely responsible for any damages to the security system and for compliance with the monitoring agreement of Sterling First Alert Company including additional charges or system disconnect for false alarms. **If you do not wish to have your security system monitored, the system will be completely turned off and will not contact the police department, fire department and will not be usable in anyway to secure your property.**

I understand that the Security System will not function unless a contract is signed with Sterling First Alert Compnay and pay an additional \$500.00 to the same. *anthony lordo*
anthony lordo (Nov 4, 2020 04:58 EST)

CAUTION TO ALL PARTIES: THE LEASE, WHEN SIGNED BY ALL PARTIES, IS A BINDING LEGAL OBLIGATION. DO NOT SIGN WITHOUT FULLY UNDERSTANDING IT. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.

The said Landlord and Tenant have executed the Lease in duplicate on the day and year first written above.

LANDLORD:

Anthony& Kimberly Properties

An Ohio limited liability company

11/4/2020

TENANT:

anthony lordo
anthony lordo (Nov 4, 2020 04:58 EST)

Sample Lease

11/4/2020

CO-SIGNATORY. Please Adobe Electronically sign then print out this last page and sign by hand in front of a Notary and return.

As Co-signer, with my signature below, I agree that I fully understand I am responsible for all rent and chargeable damages, JOINTLY AND SEVERALLY, along with said Tenant. It is further understood that I shall remain responsible throughout the initial term and any year to year renewal by the conditions of the Lease or until the Tenant returns exclusive possession to the Landlord, whichever is the longer. The undersigned hereby certify that the information contained in this application and any other attached financial information provided are true and accurate and that if any such information is later discovered to be false, Landlord may terminate the undersigned's tenancy (if any) and evict the undersigned forthwith.

Print full name

Hand written signature

Address

Signature Date

STATE OF _____, _ COUNTY, SS:

Be it remembered that on this _____ day of _____, 20____,

personally appeared before me, _____, and _____ being Tenants in the above Lease, known to me and known to the persons who signed the Lease, who unabridged that they signed said Lease as their free act and deed.

Witness my hand and notary seal at _____, _____ on the day and year listed above written

Notary Public

Seal;

Commission Expires: _____