

5. **ADMINISTRATIVE FEE:** Tenant agrees to tender to Landlord a non-refundable administrative fee which will facilitate provision of certain services by Landlord, including but not limited to available staff during office hours in the rental office, and other services incident to the Landlord and Tenant relationship. The administrative fee is as set forth on the Term Sheet attached hereto as Schedule 1 and shall be considered part of Rent as set forth herein. Failure to pay the administrative fee constitutes a failure to make Rent payments and shall be subject to the same late charges and penalties as the failure to make Rent payments. The administrative fee is not connected to the provision of gratuitous amenities by Landlord at or about the Common Areas of the Unit Community, and Landlord specifically reserves the right to discontinue any such gratuitous amenities at any time and for any reason.

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6. **SECURITY DEPOSIT:** The Tenant agrees to tender to Landlord all deposit monies as set forth on the Term Sheet attached as Schedule 1 (the "Deposit") prior to taking possession of the Premises.. The Landlord, at the expiration of the Lease or hold-over tenancy, may apply the Deposit for any damages, including past due Rent, fees, utilities, re-keying of the Premises, replacement of keys, replacement of appliances or mechanicals as a result of damage caused by the Tenant, removing of Tenant's discarded items, 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. Abandonment or vacating of the Premises by the Tenant before the end of the term shall result in the Landlord deducting damages incurred from the Deposit. 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.

7. 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 Deposit, or whatever part has not been applied in payment of any Tenant obligations under the Lease 30 days from return of possession of the Premises to the Landlord. Any deductions from the 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 Deposit. The Tenant agrees to reimburse the Landlord for any Rent, fees, utilities due and/or damages exceeding the Deposit. Each of the aforementioned Tenants shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy, including negligence.

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8. **OCCUPANTS:** Tenant may not permit another person to live in the Premises (in either the Unit or in the Bedroom.) The Unit may be occupied only by those persons approved by Landlord. If the Unit at any time is occupied on a non-transient basis by any person or persons not approved in writing by Landlord, Tenant shall be in default of this Lease and Landlord may avail itself of those remedies provided hereof, including the right to terminate this Lease. Tenant covenants and agrees that Tenant will not allow anyone else to occupy the Premises, nor assign this Lease or sublet the Premises, or any part thereof, without the Landlord's consent in writing. Whether or not Landlord grants its consent, Tenant shall remain primarily liable for all obligations of the Tenant as provided in this Lease.

a. **Guests:** Although Tenant may have visitors from time to time, it is understood that occupancy of the Premises is expressly reserved for Tenant only, and any persons occupying the Premises as a guest for more than seven (7) days during the Term shall be treated as a guest only if the Manager is notified in writing by Tenant and consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guest in excess of said seven (7) day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Tenant a violation fee as identified on the Term Sheet attached as Schedule 1, in addition to the right of Landlord to declare the Lease in default and pursue any of Landlord's other remedies hereunder or by law.

b. **Vacant Bed:** If the Unit consists of more than one bedroom, Landlord has the right, when any bed within the Unit is unoccupied, to place a new Tenant in the unoccupied Bedroom unless you and all other Tenants in the Unit agree to pay Landlord, as part of Tenant's respective Rent, the rent due and other charges due for such unoccupied Bedroom. Tenant is not allowed to use any vacant bedroom in the Unit for any purpose whatsoever unless Tenant is paying Rent for the bedroom. If Landlord discovers that Tenant is using a bedroom or bed in the Unit that should be vacant, Landlord has the right to charge a violation fee as identified on the Term Sheet attached as Schedule 1 plus the cost of refurbishment. If this situation is discovered and none of the Tenants of the Unit claim responsibility, then the charges will be divided evenly among all Tenants of the Unit. Multiple violations will result in multiple charges both for illegal use of the room and for refurbishment of the room.

c. **Transfers:** It is understood that the Unit in which the Premises are located contains other bedrooms in which another Tenant may reside. Landlord retains the right to assign Tenants to other bedrooms in the Unit in which the Premises are located.

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9. **ROOMMATE POLICY:** To secure a three bedroom Unit, two individuals must complete all paperwork and pay all fees. Those two individuals then have one week to bring in their third roommate and then, in the case of a four-bedroom Lease agreement, one additional week to bring in the fourth and final roommate. In the event that roommates do not submit application and are approved by this time, Landlord reserves the right to place roommates into the un-leased bedrooms, relocate Tenant to another unit or cancel the Lease.

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COED ROOMMATE POLICY ADDENDUM: Coed living is permitted within a Unit. If Tenant desires and/or will accept a Coed Unit, a Coed lease addendum must be signed by each Tenant of the Unit and the Guarantors of for each Tenant's Lease prior to Landlord officially accepting you as a Tenant.

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10. **RELEASE OF RIGHTS:** If Tenant intends to leave the Premises permanently prior to the Expiration Date, Tenant must provide the Manager with a 60 Day advance written notice of the specific date of move-out. Verbal notice without delivering a written notice is not sufficient and will not be accepted. Tenant is not released from liability under this Lease and Tenant's Deposit will be held unless all payments through the Expiration Date have been made.

In the event Tenant moves out prior to the Expiration Date, Rent for the remainder of the Lease Term is still payable by Tenant. A buy-out clause or cancellation fee is not applicable. You may be able to release your rights under this Lease to another person provided the Manager gives approval. Consent is at the sole discretion of the Manager. The Manager must approve the new applicant and if the new applicant is of a different gender than the others in the Unit, all remaining occupants and guarantors must approve in writing of the coed living arrangement. Tenant's obligations will be terminated under this Lease contract once the new applicant has been approved and a new Lease has been executed. Should Tenant's request to transfer rights under this Lease be approved, Tenant also agrees to pay a re-lease charge, which charge will serve to partially defray our costs in making the Premises available for re-lease of the Premises. The re-lease charge is not a cancellation fee, buy-out fee or a limitation of damages collectable.

11. **END OF TERM REPAIRS:** Tenant agrees and understands that the tenants of the Unit Community are generally students of area colleges and universities. . As such, the move-in move-out procedure for this Premise occurs within a short duration each year. Tenant understands that, should either Landlord or Tenant elect not to renew this Lease, Landlord may, during the last 15 days of tenancy, enter the Premises with reasonable notice to commence repairs and restoration of the Premises in preparation for the move-in of another tenant.

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12. **HOLD OVER:** If after giving timely notice of termination Tenant fails to vacate the Premises on or before the Expiration Date and holds over beyond the termination date for any partial month, Tenant shall be liable for the full monthly installment of market rent at the time of the hold over plus \$200.00, irrespective of the number of days that Tenant actually occupied the Unit.

13. **COMMON AREAS AND AMENITIES / COMMUNITY RULES:** Rules and regulations may be amended by Landlord at any time. A current copy of the rules and regulations for the Unit Community are attached hereto and incorporated herein as Schedule 2. Failure of Tenant to comply with rules and regulations may result in a termination of Tenant's privileges to utilize the Common Areas of the Unit Community and may, at Landlord's sole discretion, be deemed to be a breach of this Lease by Tenant. Any amendments shall be deemed effective when presented to the Tenant by the Landlord. Landlord reserves the right to add to, eliminate or modify the Common Areas or other amenities without prior notice to Tenant. Tenant further agrees that (a) the use of any of the Common Areas and other amenities shall be at the user's sole risk; (b) Landlord shall not be held responsible for any loss, theft or damage to personal property or for any personal injury or wrongful death sustained by persons utilizing the Common Areas or other amenities (including Tenant, Tenant's guests, invitees and family members) and said users of the Common Areas and other amenities shall hold the Landlord, its agents and employees, harmless from any and all liabilities arising from such loss or injury, including attorneys' fees and costs of defense of such claims. Neither alcohol nor smoking is permitted in any Common Areas.

14. **POSSESSION:** Landlord shall endeavor to deliver possession of the Unit to Tenant on the Commencement Date. However, if Landlord is unable to do so, the Lease shall remain in full force and effect, but the Rent shall be abated on a per diem basis until possession of the Unit is delivered to Tenant. Abatement of Rent as provided above is Tenant's sole remedy for Landlord's failure to deliver possession of the Unit on the Commencement Date, and under no circumstances may Landlord be held liable for any costs or liabilities Tenant may incur because of Landlord's failure to deliver possession of the Unit on the Commencement Date.

15. **ACCEPTANCE OF THE UNIT:** Tenant covenants and agrees that Tenant has viewed or will view the Premises and that all representations as to the condition at move-in or work or repairs yet to be completed by Landlord have been listed on the Move-in/Move-out Condition Report made a part of this Lease as Schedule 3. Tenant agrees that the Move-in/Move-out Condition Report will be completed and returned to the office within 24 hours of move-in. Otherwise, Tenant acknowledges the Premises is in good condition and ready for occupancy. It is understood that the Unit may be occupied by other Tenant(s) prior to the Tenant's scheduled occupancy date. In the event that Tenant moves into an occupied Unit, Landlord assumes no responsibility for the condition of the Common Areas of said Unit.

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16. **USE OF PREMISES:** Tenant shall use and occupy the Premises as a private dwelling and for no other purposes. Tenant shall not conduct or permit any sales or auctions of any kind around or from the Premises. Tenant will not sell or permit to be sold liquor, whether spirituous, vinous, or fermented, at or from the Premises. Tenant will not sell, use or permit any controlled substance to be sold or used in violation of law at or from the Premises or otherwise allow the Premises to be used for any purpose in violation of any federal, state or municipal statute ordinance, regulation, order or directive, or take any action that will injure the reputation of, or disturb or endanger, the Unit Community, the Landlord and/or other Tenants of the Unit Community. Tenant may only possess alcohol in the Premises or in the Unit if Tenant is 21 years old and in compliance with all federal, state and municipals laws. Tenant shall not cause or permit excessive noises in the Premises or Unit that could disturb or annoy other tenants in the Unit Community. A gathering of more than ten persons in the Premises or Unit shall be presumed to be a disturbance under this Lease and Tenant will be deemed in default of the Lease and will be subject to all remedies of the Landlord hereunder as well as an extra cleaning fee payable as additional Rent. Tenant agrees to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct. Additionally, if Tenant is a full or part-time student at a university or college, then Tenant also agrees to obey the rules and regulations outlined in that particular institution's Student Code of Conduct or similar instrument(s), and failure to do so may, at Landlord's sole discretion, be deemed to be a breach of this Lease by Tenant. The Premises, Unit and Unit Community are all non-smoking facilities. There is no smoking of any kind permitted in the Premises, in the Unit or anywhere in the Unit Community. If smoking occurs by Tenant, Tenant will be in default under this Lease and will be subject to all remedies of the Landlord hereunder as well as an extra cleaning fee payable as additional Rent.

17. **KEYS AND LOCKS:** Keys shall not be duplicated at any time. Locks may not be changed, altered or added without prior written permission of Landlord. Keys, including mail box keys, must be returned to the office upon vacating the Premises. After two (2) lock out services during normal business hours, a fee of \$25.00 will be assessed per occurrence. After hours lock out service will be assessed a fee at the rate of \$100.00 per occurrence beginning with the first (1st) such request. A \$100.00 charge will be assessed for replacement of lost key fobs access keys.

18. **DEFAULT:** If Tenant fails to pay Rent when due, or perform any provision of this Lease, the Landlord, at its option, may terminate all rights of Tenant under this Lease. If Tenant abandons or vacates the Premises while in default of the payment of Rent, Landlord may consider any property left by Tenant to be abandoned and may dispose of the same in any manner allowed by law. In the event the Landlord reasonably believes that such abandoned property has no value, it may be discarded. All property left by Tenant, including property left in the Premises will be subject to a lien for the benefit of Landlord securing the payment of all sums due, to the maximum extent allowed by law.

In the event 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 of rules and regulations as set forth on Schedule 2 (as amended by Landlord from time to time), said default shall constitute grounds for termination of the Lease and/or eviction by the Landlord. Landlord may, in addition to any other rights and remedies it may have pursuant to Ohio law, elect to: (a) continue the Lease in effect and enforce all Landlord's rights and remedies, including the right to recover the Rent as it becomes due; or (b) at any time, terminate the Lease and recover from Tenant all damages Landlord may incur by reason of the breach of the Lease. In any event, the Tenant shall be and remain liable for any expense incidental to re-letting, cleaning and restoration costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs, including attorney's fees as allowed by Ohio law, which the Landlord has sustained by virtue of the Tenant's use and occupancy of the Premises or default under the Lease.

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19. **LIABILITY:** The Landlord shall not be liable for any personal conflict of Tenant with co-tenants, Tenant's guest or invitees, or with any other Tenants. A conflict between Tenants does not constitute grounds for termination of the Lease. The Landlord shall not be liable for any personal injury to Tenant, or damage or loss to Tenant's property, including but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes. All personal property placed or kept in the Premises, or in any space, or anywhere on the adjacent property of Landlord shall be at Tenant's sole risk and Landlord shall not be liable for any damage to, or loss of, such property.

20. **TENANT INSURANCE:** Tenant shall obtain commercial liability insurance covering property damage (replacement cost) and liability (\$100,000.00 limit) in order to cover property damage and/or personal injury caused by Tenant's actions and agrees to notify Landlord 30 days prior to cancellation. Prior to occupancy Tenant will provide satisfactory evidence of said insurance and that such insurance names Landlord as an additional insured. In the event that Tenant fails to obtain or maintain said commercial liability insurance, Landlord shall have the right (but not the obligation) to purchase said insurance on Tenant's behalf and Tenant shall reimburse Landlord for the cost as additional Rent. Tenant acknowledges that should Landlord purchase said commercial liability insurance on behalf of Tenant, such insurance will not cover damage to Tenant's personal property kept in the Premises by Tenant.

21. All personal property kept in the Premises by Tenant shall be kept at Tenant's own risk. It is Tenant's responsibility to obtain renter's insurance to cover damage or loss to Tenant's personal property. Tenant agrees that, as the law permits, Tenant and Tenant's insurance carrier will not hold the Landlord liable for claims for damage or injury normally covered by renter's insurance, even if Landlord is negligent, and Tenant will look solely to its insurance to compensate for any such damage or injury. Moreover, to the extent permitted by law, Tenant releases Landlord, its agents and employees, from all claims and liability commonly insurable by renter's insurance, irrespective of whether the loss is actually insured.

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22. **ALTERATIONS:** Tenant shall not make any alterations or additions to the Unit, including installation of contact paper and/or wall coverings or painting of any portion of the Unit, without the prior written consent of Landlord. All such "approved" additions or alterations to the Unit shall become the property of Landlord. If Landlord consents to contact paper, colored paint or wall covering then Tenant shall, prior to the termination of this Lease, restore the wall(s), cabinets, etc. to their original condition. If Tenant fails to remove any alterations prior to vacating the Unit, Landlord may charge Tenant for the cost of such removal and restoration.

23. **SECURITY** Landlord, at its sole option, may elect to install certain security devices or measures that are not required by law, including video recording devices. Tenant acknowledges that Landlord makes no promise, warranty or guaranty that Tenant, Tenant's guests or Tenant's personal property are safe or secure against the criminal actions of other residents or third parties. Tenant is responsible for Tenant's personal safety. Tenant agrees to comply with the security procedures and response actions set forth by Landlord. Tenant agrees that local law enforcement agencies, rather than Landlord, are responsible for security.

24. **UTILITIES:** Electric is separately metered to the Unit and one tenant in each Unit will be responsible for contracting with the electric provider. Although one Tenant will contract with the electric provider, all tenants in the Unit will be jointly and severally liable for the entire electric bill for the Unit. Electric charges shall be paid directly to the electric provider within the time frame set forth in the invoice therefore.. The Landlord will furnish Sewer, Water, Basic Internet, Basic Cable and Trash (through a third party providers). Utility charges, including electric and any additional cable services arranged by Tenant, are considered a part of your Rent. Failure to pay any utility bill is a material and substantial breach of the Lease and Landlord may exercise all remedies available under the Lease, up to and including eviction for non-payment. The Tenant agrees to pay all utilities, related deposits and charges on the Tenant's or the Unit's utility bills. Tenant agrees not to tamper with, adjust, or disconnect any metering, sub-metering system or device. Violation of this provision is a material breach of Tenant's Lease and may subject Tenant to eviction or other remedies available to Landlord under your Lease.

Tenant will be charged for the full period of time that Tenant was living in, occupying, or responsible for payment of Rent or utility charges for the Premises and/or Unit. If Tenant breaches the Lease, Tenant will be responsible for utility charges for the time period Tenant was obligated to pay the charges under the Lease, subject to Landlord mitigation of damages. In the event Tenant fails to timely establish utility services, Landlord may charge Tenant for any utility service billed to Landlord for Tenant's Premises and/or Unit and may charge a reasonable administration fee for billing for the utility service in the amount of \$50.00.

Tenant shall not allow utilities to be disconnected by any means (including non-payment of bill) until the end of the Lease term or renewal period. Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during the Tenant's responsibility under the Lease within two (2) working days of receiving demand for payment from the Landlord. Utilities shall be used for normal household purposes and not wasted. Notwithstanding anything to the contrary contained herein, Owner has arranged to have an electric meter installed to measure the Unit's electric usage and has entered into an agreement with a private company (American Power & Light, LLC) for the purpose of reading such meter and invoicing Tenant.. Each Unit will receive a monthly bill and the each tenant in the Unit will be responsible for paying a pro-rata share of the monthly bill based upon the number of tenants in the Unit. Tenant agrees to pay (a) the Unit's actual electric use during the billing period; (b) a pro rata share of the electric usage for Common Elements in the Unit Community; (c) Monthly Customer Service fee as listed on Schedule 3 attached hereto and incorporated herein by reference; (d) the Unit's Cost Recoupment Charge as listed on Schedule 3; and (e) a pro-rata share of maintenance and repair fees for electric infrastructure to the Unit Community. The first bill from the electric provider may also include an initial connection fee. All monthly billing statements and the Unit/Customer Rate shall be prepared and charged in accordance with applicable laws, ordinances, codes, rules and regulations.

All monthly billing statement shall set forth the actual quantity of electric utility service consumed by the applicable Unit during the billing period, the Unit Rate charged for the actual quantity of electric utility service consumed by the applicable Unit, and the dates of the applicable billing period. Changes to the format of the monthly billing statements may be made from time to time, provided that the changes are in compliance with specifications of the Public Utilities Commission of Ohio for like utility services. Notwithstanding the foregoing, the electric provider may reasonably estimate consumption based on prior experience; provided, however, that the electric provider shall, on at least an annual basis, reconcile its estimates to its actual receipts and expenses since the last such reconciliation. Billing for electric shall be considered part of the Rent, though it will be separately invoiced and collected. It is understood and agreed that, in the event such payments are not made when due, it shall be considered a substantial default under the Lease, and Tenant agrees that Landlord may bring summary proceedings for collection and/or eviction .Tenant further acknowledges that utilities may be disconnected for non-payment where permitted by law. American Power & Light, LLC is the electric provider for this community, their phone number: 888-850-0098. Tenant can start and stop service via the move-in/move-out forms on the AP&L website, www.electricapl.com.

Landlord is not liable for any losses or damages Tenant incurs as a result of outages, interruptions, or fluctuations in utility services provided to the Premises. Tenant releases Landlord from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the Premises due to such outages, interruptions, or fluctuations.

25. **INTERNET:** Tenant acknowledges that if a network is provided that the network is a shared network. The Provider, Landlord, or Manager do not edit, censor, review or take responsibility for any information Tenant or Tenant's guest may create, place on the Internet or view. Tenant may not use the shared network to engage in any criminal / illegal / unauthorized activity. Such violation constitutes a default by Tenant under this Lease. Tenant shall not attempt to degrade the performance of the network or hamper the ability of others to use the network. Manager is not responsible for outages due to natural causes or third party damages. Tenant also agrees not to engage in any activity that requires or utilizes large portions of the bandwidth allocated to the facility, or would cause less than generally acceptable usage speeds for others.

Excessive data transfer may interfere with the experiences of other users of the shared network. Owner, Agent and Provider shall have the right to monitor the bandwidth utilization for the shared network at any time and on an ongoing basis. Owner, Agent and Provider may limit Tenant's bandwidth utilization from time to time, if Owner, in its sole discretion, determines such utilization is excessive.

26. **MAINTENANCE AND REPAIRS:** Tenant shall keep the Premises in a clean and healthy condition and maintain all furniture, appliances and fixtures in good working order and condition and perform all other obligations required on the part of Tenant. Upon the expiration or earlier mutual termination of this Lease, Tenant shall return the Premises and the furniture, appliances and fixtures back to the Landlord in the same condition of cleanliness and repair as it was at the move-in date, reasonable wear and tear accepted. Tenant may be charged for all necessary repairs and restoration of furniture, balcony, patio, walls, windows, ceilings, floors, carpeting, tile, tub, sinks, woodwork, paint, plastering, plumbing, pipes, appliances, fixtures and furnishings in or upon the Premises, including Common Areas of the Unit or the Unit Community damaged by Tenant, Tenant's agents, guests, or other persons for whom Tenant is responsible. Tenant likewise may be charged for replacement of missing, broken or worn- out furniture, parts of kitchen appliances or appurtenances thereto when the same shall have been lost or broken or misused by Tenant, Tenant's agents, guests, or other persons for whom Tenant is responsible. If the Premises and/or the furniture, appliances and fixtures are not kept in the condition required by this Lease or Landlord reasonably believes that Tenant is compromising the safety of other Tenants in the Unit and/or Unit Community, Landlord may enter the Premises without causing a termination of this Lease or an interference with Tenant's possession of the Premises, and place the Premises and/or furniture, appliances and fixtures in the same condition as existed at the move-in date, and in such event, Tenant agrees to pay Landlord, on demand, and in addition to the Rent, the expenses of Landlord in restoring the Premises to that condition.

Consistent with this Agreement, Landlord agrees to maintain the Unit Community, including the Common Areas of the Unit Community, in a fit and habitable condition, pursuant to Ohio law. Tenant understands and agrees that Landlord is entitled to a reasonable time to make any necessary repairs or maintenance and the Tenant shall not be entitled to any abatement for any inconvenience or annoyance.. Tenant further understands and agrees that Tenant may not withhold the payment of Rent under any circumstance, regardless of any allegation made by Tenant that Landlord did not make repairs within a reasonable time or that Landlord otherwise failed to cure any other complaint made by Tenant.

27. **ACCESS:** Landlord shall have access to the Premises for all purposes permitted by Ohio Revised Code 5321.05(B) with reasonable notice, except in the case of an emergency, where no notice shall be required. If the Tenant (or co-tenant) requests Landlord perform service on the Premises, such request for service shall be deemed permission for Landlord to enter the Premises for the requested service.
28. **PETS:** Pets, whether brought to the Unit by Tenant or by Tenant's guests or invitees, are not permitted in the Unit. Violation of this clause gives the Landlord the option to terminate this Lease and collect all Rent due hereunder, plus any charges necessary for the extermination, refurbishment and re-leasing of the Premises in accordance with Ohio Landlord Tenant laws.
29. **PARKING AND VEHICLES:** Regardless of the number of permitted occupants of the Unit, subject to availability of space, no more than one motor vehicles per bedroom may be parked on Landlord's property. **Tenant may be assigned a parking space if noted on the Term Sheet attached as Schedule 1.** Except as otherwise approved by Landlord in writing: (a) no vehicles other than properly licensed automobiles, motorcycles or light trucks used as passenger vehicles may be operated or stored on Landlord's property by Tenant, Tenant's guests, or other persons for whom Tenant is responsible; (b) no parking is permitted in any unauthorized areas, including without limitations parking spaces assigned to other persons, fire lanes, grass area and service areas; (c) parking for motorcycles may be restricted to certain areas in order to minimize damage to pavement from kickstands; (d) car repairs are not permitted anywhere within the Unit or Community; (e) washing of vehicles is strictly prohibited within the Unit Community; (f) no guest parking exceeding twenty-four (24) hours is permitted, unless the guest's vehicle is first registered with Landlord (Landlord reserves the right to limit the number of guest parking spaces) (all guests are required to have parking pass issued from office); and (g) no abandoned vehicle, inoperable vehicle (unless Tenant has made arrangements to tow or move such vehicle to a repair shop) or other unauthorized vehicle may be parked on Landlord's property. Any vehicle in violation of these provisions may be towed at Tenant's sole risk and expense. The Landlord may immediately remove any vehicle owned by Tenant remaining on the property after the termination of this Lease with full immunity from damages for such removal. Pursuant to Schedule 1, premium garage parking may be available and may be separately leased to Tenant. If Tenant elects premium garage parking, all such additional garage parking payments shall be considered Rent and failure to pay shall constitute a default under this Lease. Use of parking areas or garages shall at all times be at the risk of Tenant and Landlord assumes no liability for any vehicle or the contents thereof or for any damage caused to or by any vehicle or its contents, whether by theft or any other cause.
30. **DAMAGE TO PREMISES:** If, during the term of this Lease, all or part of the Premises is rendered untenable by fire or other casualty, the elements, acts of God, unavoidable accident or a public enemy, and, in Landlord's reasonable judgment, the Premises cannot be repaired within sixty (60) days from the happening of such event, then, in such case, this Lease shall cease upon the date of such unavoidable damage and the then Monthly Installment of Rent due shall be prorated to the time of such damage. If, in Landlord's reasonable judgment, such injury can be repaired within sixty (60) days thereafter, Landlord may enter and repair the Premises and this Lease shall not be terminated; however, Rent shall be prorated during the repair period based upon the extent of the damage. Tenant hereby acknowledges and understands that Tenant shall be personally, jointly and severally liable for any and all damages caused by Tenant's negligence or the negligence of individuals under Tenant's custody and control.. Tenant hereby expressly agrees to indemnify Landlord and hold Landlord harmless from any and all damages that emanate from Tenant's negligence.
30. **STATUTORY REQUIREMENTS:** The Tenant further agrees to obey, observe and promptly comply with all present and future laws, ordinances, rules, regulations, orders and requirements of all governmental authorities or agencies, respecting the use and occupancy of the Premises and not to use or permit the Premises to be used for any unlawful or immoral purpose or in such manner as to create a nuisance or disturb other Tenants or occupants of the Unit Community or neighboring building or property, or to injure the reputation of said Unit Community, or to suffer anything to be done within the Premises which will increase the rate of fire insurance on the Building.
31. **EMINENT DOMAIN:** Should part or all of the Premises or the Unit Community or any substantial part thereof be acquired or condemned resulting from the power of eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of possession required by the condemning authority. Tenant agrees to make no claim against Landlord or the condemning authority for the value of the unexpired term of this Lease or otherwise.
32. **MOVE-OUT:** Upon any move-out, Tenant agrees to return the Premises to at least a broom-clean condition and return all keys, key cards, key fobs and card access keys to the leasing office. Unless Tenant secures a written receipt for such items from a representative of Landlord, the Landlord may deem such items lost and charge Tenant the cost to replace such items.
33. **GUARANTOR:** For those Tenants who do not meet Landlord's independent financial means criteria, the Landlord may require, as a condition of this Lease, that Tenant obtain a guarantor for the Lease (the "Guarantor") and require the execution of a Guaranty. . Unless explicitly waived below, Landlord reserves the right to cancel this Lease in the event such Guaranty is not fully executed, notarized, and returned to the Landlord within 14 days from the date of execution of this Lease by Tenant, or if Guaranty is not fully executed, notarized and returned to the Landlord prior to occupancy, whichever time period is shorter. Tenant understands that the Guaranty must be obtained directly from the Guarantor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. The execution of the Guaranty constitutes an additional assurance to Landlord as to the performance of the covenants of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.

It is understood by Tenant that failure to return the Guaranty does not release Tenant from his/her responsibilities and obligation for the entire Term or the Lease.

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34. TENANT OBJECTION NOTIFICATION: Tenant shall, within five (5) days after occurrence, notify Landlord in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. Any notices or demands to Landlord whether pursuant to this Lease or otherwise, must be in writing and must be delivered by hand delivery or certified mail, Return Receipt Requested, to: 1234 Steelwood Rd., Columbus, Ohio, 43212. The failure of Tenant to make such notification in writing, within the time prescribed shall constitute a total and complete waiver of said objection, and shall not be alleged by Tenant as any grounds for non-performance of any provision of this Lease in a court of law or otherwise.

35. ERRORS AND OMISSIONS: During the course of business, the Landlord, Agent for the Owner, reserves the right to require the Tenant to cooperate when making corrections and/or obtaining information not collected at the time the Lease was executed and signed between the two parties. Notwithstanding any other provisions of this Lease, this provision grants the gathering of additional information for collection purposes and updating changes in the Rules and Regulations, utility provisions and company policies. The Landlord agrees to provide a 30 day notice for any changes that will affect a Lease contract 6 months and greater, and the Tenant agrees to cooperate with the information requested and changes to maintain business as usual.

36. LIABILITY IN ISSUES OF CONTRACT AND NEGLIGENCE: The covenants and conditions stated in the Lease shall bind all Tenants jointly and severally in issues of contract and negligence.

37. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW. Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. Therefore, Tenant can obtain information from the sheriff's office regarding notices they have provided pursuant to Ohio's sex offender notification law. If a Tenant is a sex offender and does not notify the Landlord that he/she is a sex offender prior to the execution of its lease, it is grounds for immediate eviction.

GENERAL PROVISIONS:

- a. **HEADINGS AND USE OF TERMS:** The terms "Landlord" and "Tenant" whenever used in this Lease shall include the singular or plural of either when applicable. The use of captioned headings is solely for the ready identification of various provisions. As such, they are in no way a part of said Lease, nor do they add to or distract from the provisions contained therein.
- b. **ORAL STATEMENTS:** This Lease shall contain the sole agreement between the Landlord and Tenant. No oral statement between the Landlord and the Tenant, or between the Tenant and any agent or employee of the Landlord, unless committed to writing and executed by the Landlord or agent on behalf of the Landlord, shall be construed as a binding agreement between the Landlord and the Tenant.
- c. **PARTIES BOUND:** This Lease shall inure to, and be binding upon the heirs, executors, administrators, and assigns of the parties.
- d. **PRELIMINARY DOCUMENT:** Tenant agrees that all information contained in the rental application signed by Tenant prior to signing this Lease is true and correct. Tenant understands and acknowledges that Landlord relied upon the information contained in the rental application in making this Lease and that if any information contained in the rental application proves untrue or incorrect in any material respect, then Landlord may terminate Tenant's right to possession of the Unit, with the same force and effect as if such untrue statements constituted failure of Tenant to perform any covenant of this Lease.

Resident Signature _____ **Date** 01/18/2017
sharrison@ardentpm.com

Property Manager Signature _____ **Date** _____

T-H-E GRIFF Lease

COMMUNITY RULES AND REGULATIONS

T-H-E GRIFF develops the finest units and we take pride in keeping them clean for all Tenants. In order to maintain a high quality of living, we must establish rules and regulations so that all Tenants understand our expectations and always have a great place to call home.

Our customers agree to comply with the Rules and Regulations as set forth, below. Please understand that violation of these Rules and Regulations constitutes a default in the Lease Agreement and T-H-E GRIFF may proceed with an eviction action. You may be charged for violations which will be due and payable with the succeeding month's rent.

1. Tenant shall keep unit clean, safe and sanitary, both inside and outside, including common areas and breezeways.
2. Landlord shall routinely conduct preventative maintenance services and inspections of all units to maintain quality standards. During these routine preventative maintenance inspections, if ANY abuse to the unit or damages are found, repairs will be made and customer(s) will be billed for the cost of the repairs/cleaning.
3. Tenant must pay repair costs for damages by guests or invitees.
4. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds will not be removed. Nothing may be visible from outside the window except the blinds provided by the Landlord.
5. After two (2) lock out services during normal business hours, a fee of \$25.00 will be assessed per occurrence. After hour's lock out service will be assessed a fee at the rate of \$50.00 per occurrence, beginning with the first (1st) such request.
6. Tenant shall be responsible for replacement of all interior light bulbs.
7. Pets are NOT permitted.
8. No business enterprise may be conducted nor are signs permitted to be displayed in the unit.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
10. No incense, candles, hookahs or other combustible or odor producing items shall be burned in the unit.
11. The property will not be used to store bicycles, motorcycles and other vehicles, except in property designated areas, for any purpose other than ingress and egress. Landlord reserves the right to remove vehicles and will not be held responsible for damages during the removal.
12. Tenant agrees to abide by all parking regulations and not park in fire lanes or obstruct the flow of traffic.
13. Parking decals are required. Tenant agrees to display such decal as instructed. Tenant's vehicle and the vehicle of Tenant's guest shall be subject to being towed at Tenant's or guest's expense, if they do not follow parking requirements.
14. Cars that are unsightly (e.g. flat tires, broken glass, etc.), inoperative and/or excessively leaking fluids, will be towed at owner's expense. Washing vehicles and performing mechanical work thereon is strictly prohibited.
15. Tenant and guests shall at all times maintain order and will not make or permit any loud, improper conduct or disturb the comfort of other customers. Tenants are allowed to have 1 guest per bed, except for One (1) Bedroom and One (1) Bedroom Den Suites, in which an additional \$400 will be charged per month for the additional occupant.
16. No guest shall be permitted in the business center or clubhouse facility unless they are in the accompaniment of a Tenant.
17. Guests are not permitted to stay more than seven (7) days during the entire lease term.
18. Solicitation shall not be permitted within Community.

19. Pool rules are posted during open season. Please abide by them and encourage others to do the same. The pool is open from Memorial Day through Labor Day (weather permitting). Children under the age of sixteen (16) must be accompanied by an adult at all times while in the pool area. Pools may not be reserved for private parties. Absolutely no swimming pool use will be permitted outside of posted pool hours.
20. Tenant must keep utilities (electricity, etc.) turned on during the full lease term. From the day utilities are turned off by cancellation or otherwise, it is presumed the Tenant has abandoned the unit and the Landlord may enter or take possession.
21. Trash and refuse will be deposited directly into such receptacles and not left in the units or in the common area, breezeways or similar places.
22. This community is a Smoke Free Community and smoking will not be permitted on the premises at any time.
23. Storage of any flammable or explosive items is strictly prohibited on or about the Premises or Community.
24. No radio wires, television or other aerials, satellite dishes or any other objects whatsoever shall be attached to the roof or exterior of any building.
25. Illegal drugs or other illegal activities are prohibited at the Community.
26. Tenant shall not make alterations or additions to the unit without prior written consent of the Landlord.
27. Recreation areas and other Amenities may be used only during the posted hours. NO glass or ceramic bottles, cups or containers will be permitted on or near any of the amenity areas on the property.
28. All persons using the fitness facilities, conference center, community room, or any of the other Amenities, do so at their own risk and responsibility. The Landlord and its agents assume no responsibility for accidents or injury in connection with such use. Tenants will be responsible for all actions of their guests.
29. Landlord reserves the right at any time to make changes to these Rules and Regulations.

The following shall apply to complaints concerning a Tenant's violation(s):

First (1st): Upon a first complaint a \$50.00 fee will be assessed against Tenant.

Second (2nd): A \$100.00 fee shall be assessed in which case the Lease can be declared in default and the Landlord may proceed with eviction of the Tenant in violation.

I have read the rules and regulations and I understand that the violation of any one is a default under this Lease and grounds for eviction.



sharrison@ardentpm.com

Signature

01/18/2017

Date

Signature

Date

Manager

Date of Execution

LEASE ADDENDUM

Mold & Mildew

Int. <u>sh</u> E-Signed
Int. _____

1. **ABOUT MOLD:** Mold is found virtually everywhere in our environment, both indoors and outdoors, and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all of our lives. Without molds, we would all be struggling with large amounts of dead, organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen), spread through the air and are commonly transported by shoes, clothing and other materials.

2. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, **Lessee agrees and must do the following:**

- Keep your dwelling clean, particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
- Remove visible moisture accumulation on windows (referred to as windows "sweating"), walls, ceilings, floors and other hard surfaces immediately. Look for leaks in washing machine hoses and discharge lines, especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom or kitchen before you start showering or cooking with open pots and/or pans. When showering, be sure to keep the shower curtain inside the tub. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, the bathtub and bathroom floor: (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated: and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify T-H-E GRIFF., in writing, about any air conditioning or heating system problems you discover. Follow recommendations regarding replacement of air filters. It is also recommended that you periodically open windows and doors on days when the weather is dry to help humid areas of your dwelling dry out.
- Promptly notify T-H-E GRIFF in writing, about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Agreement to repair or remedy the situation, as necessary.

3. **IN ORDER TO AVOID MOLD GROWTH:** It is important to prevent excessive moisture buildup in your dwelling. Lessee is required to pay attention to excessive moisture buildup in your dwelling that will cause mold growth. Leaks and moisture can result from a wide variety of sources, such as, but not limited to:

- Water leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor-level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, dishwasher, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged-up A/C condensation lines;
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking.
- Leaks from clothes dryer discharge vents (which may create excessive moisture in the air), and;
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

4. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-PORUS SURFACES:** such as ceramic tile, Formica, vinyl flooring, metal, wood or plastics, the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then, within twenty-four (24) hours, apply a pre-mixed household biocide spray, such as Lysol Disinfectant (original Pine-Scented), Tilex Mildew Remover or Clorox Cleanup. (Note: Only few common household cleaners will actually kill mold). Tilex and Clorox contain bleach which can discolor or stain surfaces. Be sure to follow the instructions on the container. Note: Applying biocides without first cleaning away the dirt and oil from the surface is like painting over the old paint, without first cleaning and preparing the surface.

Mold & Mildew Ctd.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold; the mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets, provided the fibers are completely dry. Machine washing or dry cleaning can remove mold spores from clothing.

Int. <u>sh</u> E-Signed
Int. _____

5. DO NOT CLEAN OR APPLY BIOCIDES TO:

- Visible mold on porous surfaces, such as sheetrock walls or ceilings, or;
- Large areas of visible mold on non-porous surfaces.
- Notify T-H-E GRIFF in writing, and we will take appropriate action.

Property, property owners and representatives are not responsible for any property damage to the dwelling, personal belongings, or any health problems that may result, as per the lease agreement.

Patio / Balcony Guidelines

(Where applicable)

1. No grills are permitted.
2. Plants and planters must be in good condition at all times and removed from the patio / balcony no later than October 1st, when the season is over. No hanging baskets or brackets are permitted to be attached to the exterior of the building.
3. All items must be on patio / balcony. No items shall be kept in the grass or on railings of the balconies.
4. No flags, seasonal or team logos are to be displayed or hung from patio / balcony or hanging in windows.
5. Any violations of these guidelines will result in a \$25.00 fine for each occurrence due with the following month's rental payment.

All other Community Policies and Procedures apply. This addendum can be amended at the discretion of management at any time.

Smoke Detectors

Occupant is responsible for keeping smoke detectors in working order (including a good 9-volt battery.) All smoke detectors shall be inspected and tested by Occupant every thirty days. Payment of the monthly installment as provided in this Agreement shall constitute the Occupant's acknowledgement that Occupant has tested the smoke detectors in the last thirty days and such smoke detectors are in working order.