



Rules and Regulations

- 1. Abandonment.** The Lessor shall have the absolute right to consider the premises abandoned upon the happening of the following circumstances:

 - a) the failure of the Lessee to pay rent for a period of at least ten (10) days;
 - b) the failure on the part of the Lessee to occupy the premises for a period of at least ten (10) days; and,
 - c) the failure of the Lessee to maintain in the premises sufficient personalty so as to reasonably justify the Lessor to believe that the premises are being used for residential purposes. In the event of abandonment, Lessee shall be and remain liable for Breach of Contract.

- 2. Access By Lessor.** The Lessor shall retain duplicate keys to all of the doors of the leased premises and the Lessor, or its agent, shall have access to the leased premises at all reasonable hours in order to inspect the same or to make necessary repairs in the leased premises. **THE LESSOR SHALL HAVE THE RIGHT TO SHOW THE LEASED PREMISES TO PROSPECTIVE TENANTS.** Reasonable hours herein shall be between the hours of 8:00 A.M. and 6:00 P.M. Maintenance requests shall constitute authority to enter premises, oral or written.

- 3. ALTERATIONS, RADIO AERIALS, ETC.** No awnings or other projections except such as are installed by the Lessor shall be attached to the outside or other parts of the building, nor shall the Lessee install or use any radio aerial other than the central television aerial or cable installed in the leased premises by the Lessor, so as to avoid damage to the Master ATV Aerial or cable or those of the Lessee whether upon the interior or exterior of the building.

- 4. Carpet.** Lessee hereby acknowledges that the carpet is thoroughly clean and in good repair. Lessee agrees to have carpet cleaned by a commercial cleaning company a minimum of once each year and upon surrender of the leased premises.

- 5. Cleanliness.** The Lessee hereby acknowledges the cleanliness of the herein leased premises and Lessee's acceptance of possession of the premises is to be deemed as conclusive evidence that said premises are thoroughly clean. Lessee does hereby agree upon surrender of possession to have the premises thoroughly clean or reimburse Lessor for expenses incurred for failure to do so.

- 6. Complaints.** All complaints other than maintenance must be in writing, signed and mailed to Lessor's office. Verbal or unsigned complaints will not be accepted.

- 7. Condemnation.** In the event the demised premises, or any part thereof, are taken by condemnation by the United States, State of Ohio, or any other governmental agency or authority, this lease shall be terminated at the option of the Lessor, and the Lessee hereby specifically waives any right to any portion of the award received as damages for the taking of the property.

- 8. Condition of Premises:** The Lessee hereby acknowledges the good condition of the herein leased premises and his acceptance of possession of the premises is to be deemed as conclusive evidence that said premises are in good and satisfactory order and repair at time of commencement of lease, unless otherwise specified herein, and he agrees that no representation as to the condition of the premises has been made to decorate, alter, repair, or improve the premises unless otherwise specified in writing.

9. Disturbance by neighbors is a violation of Ohio Tenants & Landlord Law, Section 5321.05 (AB) Ohio Revised Code. If your rights or quiet peaceful, enjoyment of the premises is disturbed by loud noises, music, parties, threats, etc., it is expressly understood and agreed that law enforcement of the above law is under the jurisdiction of the local authorities and it is your responsibility to notify the local police and/or to file charges in the local court against the violators. The Lessor or Management will not intervene in a disturbance or dispute.

If the Lessor shall at any time deem the tenancy of the Lessee undesirable by reason of objectionable or improper conduct on the part of the Lessee, the occupants of the apartment or house hereby leased, or visitors thereto, or by reason of conduct or actions of the persons aforesaid, or any of them, causing annoyance to other tenants in said building, the Lessor shall have the right to terminate the lease by giving the Lessee personally, or by leaving at the leased premises, a three-day written notice to quit and vacate the same and the term of this lease shall terminate upon the expiration of the time therein mentioned, of any remedy provided by law for the restitution of possession and without any further and other notice to quit upon him. The Lessee agrees that visits by police to the premises for improper behavior is grounds for termination of lease and/or eviction by the Lessor. Lessee may also be evicted and/or his lease terminated if, in the opinion of the Lessor, he fails to maintain his apartment or house in a clean and sanitary manner, or if his children are found to be destructive of the grounds, gardens, basements, hallways, or any appurtenance thereto. Lessee shall be and remain liable for breach of contract.

10. Drapes. Lessee agrees to hang factory or custom-made drapes within ten (10) days of the lease execution date.

11. Hazards. The Lessee shall not permit any act or thing deemed extra-hazardous by Lessor or that will increase the rate of insurance on said premises. In case the premises shall be damaged by fire, rain, wind, or other cause beyond the control of the Lessor, unless the same shall occur for any reason for which the Lessee is responsible, then the premises shall be repaired within a reasonable time at the expense of the Lessor; and in case the damage be so extensive as to render the premises untenable, the rent shall cease until such time as the premises shall be put in complete repair. In case of total destruction of the premises by fire or otherwise, the rent shall be paid up to the time of such destruction, and from thenceforth this Lease shall cease and come to an end. In the event that damage is caused by act of Lessee, or someone on property by reason of Lessee's permission or consent, there shall be no reduction of rent. **Lessee shall not keep any gasoline or other explosive or highly inflammable material in said premises or basement areas. The burning of candles, oil lamps, incense or anything similar is prohibited. Smoking of cigarettes, cigars, or any other substance is prohibited in the leased premises.**

12. Insurance. The Lessee shall carry and maintain **renter's insurance**; further, Lessee shall and does hereby release and waive Lessor from any claim and risk which comes within the purview of the renter's insurance aforesaid and which has not been caused by or as a result of the Lessor's gross negligence. Any claim shall be first submitted to Lessee's insurance company.

13. Lease Binding on Heirs, Etc. This lease and all covenants, conditions, terms and provisions hereof are binding upon and shall inure to the benefit of the successors and assigns of the Lessor and the heirs, executors, administrators and to the extent herein permitted, of the assigns of the Lessee.

14. Lockout. In the event of a lockout, party requesting entrance must be signed on the lease. A service charge will be made for opening Lessee's apartment door. If Lessor's personnel are not available, Lessee may hire the services of a private locksmith at Lessee's expense.

15. Locks & Keys. No additional locks shall be placed upon any doors of the premises. Upon termination of this lease, the Lessee shall surrender to the Lessor all keys to the premises. In the event Lessee changes the lock to their apartment or house entrance door without written permission from Lessor, any damages that may result to the premises as the result of the Lessor not being able to gain access to the premises will be borne by Tenant.

16. Notice of Extended Absence. The Lessee shall give Lessor written notice of any extended absence from the premises that will exceed seven or more days. If the Lessee fails to give proper notice, the Lessor may proceed to recover damages that may result due to Lessee's failure to provide such notice. Lessor shall not be responsible for any damages to Lessee's personal belongings as the result of Lessee not providing notice of extended absence. Nothing herein contained shall be deemed to obligate or make Landlord liable for any such damages.

17. Painting and Wallpapering. The Lessee shall not paint or permit the painting of any portion of the leased premises or wall paper or permit anyone to wallpaper the leased premises without the prior written consent of the Lessor.

18. Parking. If Lessor has provided unassigned parking spaces for which the Lessor makes no charge, such spaces shall be used only by Lessee on a first come, no reservation basis. A limit of one automobile for each party signed hereon shall be permitted on the parking lot. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE LESSOR OR MANAGEMENT WILL NOT INTERVENE IN DISPUTES OR POLICE THE PARKING FACILITIES, ASSIGNED OR UNASSIGNED. ALL VEHICLES SHALL BE REGISTERED WITH THE LESSOR OR MANAGEMENT. All Lessees and guests must observe all parking regulations as posted or indicated by the Lessor and/or local authorities and will abide by the same.

VIOLATORS OF ANY PARKING RULES OR REGULATIONS WILL BE TOWED AWAY AT THEIR OWN RISK AND EXPENSE. No buses, trucks, trailers, boats, motor homes, or commercial vehicles shall be parking on the parking lot or driveways. Parking and/or driving on grass or the placement of any type of vehicles on a patio are expressly prohibited. Parking so as to block sidewalks or driveways shall not be permitted. The parking lot is for Tenant owned automobiles only; guest parking on street only. Cars left in parking areas with expired tags or in a state of disrepair, shall be towed away by the Lessor at the owner's risk and expense. The repair, washing and/or testing of motor vehicles and/or their engines is prohibited on the premises. Parking of motor vehicles in other than designated parking areas is prohibited.

NO MINI BIKES, MOTORCYCLES, OR GO-KARTS MAY BE KEPT IN ANY BUILDING OR STORED ON THE PREMISES. It is expressly understood and agreed that the Lessee waive any and all rights and benefits that may have been provided for him under the provisions of any State, County, or City laws or ordinances enacted and setting forth the policy to be followed by the Lessor prior to towing away any vehicles that have been abandoned or illegally parked on the Lessor's lot. The Lessee expressly waives any and all rights. Notices and recourse that he may have under the aforesaid laws or ordinances and expressly states and agrees that, if he, or any member of his family, servants, agents, or guests illegally park or abandon any of the vehicles referred to in this paragraph on the Lessor's lot, he will hold the Lessor harmless for any and all damages or losses that may ensue.

LESSEE DOES HEREBY FURTHER IRREVOCABLY CONSTITUTE AND APPOINT LESSOR OR AS HIS ATTORNEY-IN-FACT TO REMOVE ANY VEHICLES PARKED IN VIOLATION OF THIS AGREEMENT AND TO STORE THE SAME AT HIS SOLE DISCRETION. AND, IN EITHER OF SAID EVENTS, LESSEE DOES HEREBY RELEASE ANY RIGHTS OF CLAIMS HE MAY HAVE AGAINST LESSOR OR LESSOR'S AGENTS FOR THE STORAGE, DISPOSAL, OR REMOVAL OF SAID VEHICLE OR FOR ANY DAMAGE HE MAY CLAIM AS A RESULT THEREOF.

19. PETS, WRITTEN PERMISSION MUST BE OBTAINED PRIOR TO OBTAINING SAME. Dogs are prohibited. Pets, if accepted, will be with a signed animal agreement with a limit of one per apartment or house. Pets, if accepted, will be assessed an additional \$_____ per month. Maintaining or permitting pets to visit the premises shall constitute breach of contract. Lessee shall remain liable for breach of contract.

20. Plumbing Fixtures. The water closets, garbage disposal, and other water and sewer apparatus and fixtures shall not be used for purposes other than those for which they were designed. No ashes, sweepings, matches, rags, tampons, condoms, baby wipes, or other improper articles shall be thrown therein. If a bathtub with water jets or Jacuzzi is used on said premises, Lessee shall note that failure to fill the tub with water above the level of the jets before engaging the motor will cause motor damage. THE COST OF REPAIRING ANY DAMAGE FROM MISUSE OF ANY OF THE ABOVE AND SAME SHALL BE BORNE BY THE LESSEE OF THE DAMAGED

PREMISES, AND SUCH COSTS MUST BE PAID WITHIN FIVE (5) DAYS FROM RECEIPT OF NOTICE.

21. Range. If a range is provided by Lessor, the Lessor shall furnish and maintain in operation in the premises such range as the Lessor shall deem suitable and appropriate but shall not be liable for any damages which may be caused, directly or indirectly, in furnishing or maintaining same, or by failure to maintain the same in operation. If any member of Lessee's household, his guests, or visitors shall cause damage to range of Lessor, Lessee agrees to pay cost of repairing the damage, or replacing the range with the same kind and model.

22. Refrigeration. If a refrigerator is provided by the Lessor, Lessor shall furnish and maintain in operation in the leased premises such refrigerator as the Lessor shall deem suitable and appropriate, but shall not be liable for any damages which may be caused directly or indirectly by furnishing or maintaining the same in operation. If any member of the Lessee's household, his guests or visitors shall cause damage to said refrigerator of Lessor, Lessee agrees to pay cost of repairing the damage, or replacing the refrigerator with the same make and model. The installation and use of Lessee-owned refrigerators and/or deep freezers in leased premises is prohibited, or any other electrical equipment other than small electrical appliances, unless written permission of the Lessor is first obtained.

23. Reletting. In the event it becomes necessary to re-rent the leased premises prior to the expiration of the lease, Lessee agrees to pay reletting expenses in the amount of seventy-five (\$75.00) dollars and advertising cost at the rate of one dollar (\$1.00) per day.

24. Water Beds. Water beds are prohibited unless insured by renters or tenants insurance. The cost of repairing damages resulting from use of same shall be borne by the Lessee for damaged premises, and such costs must be paid within five (5) days from the receipt of notice.

25. Trash. All garbage and trash must be placed in suitable, substantial, non-leaking, covered containers and placed as directed by the Lessor. Refuse is to be placed in a large container provided by the Lessor. Lessee shall use this container, replace its lid and not place refuse on the floor of the trash area. Food cans and bottles should be washed out and all other garbage should be securely wrapped before being placed in the garbage receptacles. Tenants are not permitted to place diaper containers or laundry bags in public halls, basements, or at entrance doors for collection. A service charge of twenty-five dollars (\$25.00) will be assessed for picking up Lessee's refuse not properly disposed of.

26. Charcoal Burners. The use of charcoal burners is a violation of the Fire Prevention Code and will not be permitted on the balconies due to danger of fire and smoke disturbance to Lessor's neighbors.

27. Misc. No baby carriages, big wheels, bicycles, or other articles of personal property shall be permitted to be left on the patios or balconies of the building, or passageways, parking areas, courts, sidewalks, or lawns of the building. All such articles will be impounded and a charge will be made for their return. Lessee further expressly covenants and agrees not to enclose patio, terrace, or balcony without prior written permission from Lessor first obtained.

28. Vacating. Lessee shall provide a proper, written, 30-day notice in advance of the next due rental date of his intention to vacate the premises as required under the 11/04/1974 State of Ohio Tenants & Landlord Law. Vacate notice shall be by certified mail. Vacate notice shall include forwarding address.

29. Lessee, any member of the Lessee's household or a guest or other person under the Lessee's control **SHALL NOT ENGAGE IN ANY ACT OF VIOLENCE OR THREAT OF VIOLENCE**, including but not limited to, the unlawful discharge of firearms on or near the premises.

Violations of the above provision shall be a material violation of the Lease and good cause for termination of tenancy. A single violation of these provisions shall be deemed a serious violation and a material

noncompliance with the Lease. It is understood and agreed that a single violations shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be a preponderance of the evidence.

THE OCCUPANTS SHALL BE NO PARTIES OTHER THAN THE PARTIES SIGNED HEREON:

IN WITNESS WHEREOF, Lessee acknowledges that he/she has received a copy of the Lease and these Rules & Regulations; has read them, understands them and agrees to them.

Lessee (signature; date)

Print name

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