Apartment Lease Contract



Date of Lease Contract: July 17, 2019

(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

mohamed ibrahim Mohamed abdul kadar					
and us, the owner: BRG Deercross Holding Co LLC, by BRG Realty Group LLC, as agent for owner					
(name of apartment community or title holder). You've agreed to rent Apartment No. 92101B, at 9210 Deercross Pkwy Apt 1B (street address,					
Apt 1B (street address in Cincinnati (city), Ohio 45236 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.					
OCCUPANTS. The apartment will be occupied only by you and (<i>list al other occupants not signing the Lease Contract</i>):					
No one else may occupy the apartment. Persons not listed above must no stay in the apartment for more than 5 consecutive days withou our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.					
LEASE TERM. The initial term of the Lease Contract begins on the 20th day of July , 2019 , and ends a midnight the 19th day of July , 2020					
Renewal. This Lease Contract will automatically renew month-to month unless either party gives at least30 days written notice of termination or intent to move-out as required by paragraph 37 (Move Out Notice). If the number of days isn't filled in, at least 30 days (one calendar month) notice is required.					
SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $\frac{500.00}{}$, due on or before the date this Lease Contract is signed.					
Further, if you remain in the dewelling and your total security deposi exceeds one month's rent, the amount in excess of one month deposit(s shall bear interest.					
KEYS AND FURNITURE. You will be provided 2 apartmen key(s), 2 mailbox key(s), and 1 other access devices for Pool Access. Your apartment will be [check one] furnished or unfurnished.					
RENT AND CHARGES. Unless modified by addenda, you will pay \$_1045.00 per month for rent, payable in advance and withou demand:					
 ★ at the on-site manager's office, or ★ at our online payment site, or ★ at BRGapartments.com 					
Prorated rent of \$ 404.52 is due for the remainder of [check one] 1st month or 2nd month, on July 20 , 2019					
Otherwise, you must pay your rent on or before the first day of each month (due date) with no grace period. The fact that we do not impose a late fee until some day after the first day of each month, does not imply or provide a grace period for you to delay paying your rent You must no withhold or offset rent without proper statutory notice. We may, at our option, require at any time that you pay all rent and other sums in cash certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment, ACH is rejected, does not clear, or is stopped for any reason. If you don' pay all rent on or before the					
UTILITIES. We'll pay for the following items, if checked: ☐ water ☐ gas ☐ electricity ☐ master antenna.					

or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. We remind you, the only insurance which covers loss or damage to your personal property (your contents) is insurance you purchase yourself. Contents insurance may be available as part of a liability insurance policy offered for purchase through our office.

Additionally (Select one. If none is selected then "a" shall be deemed to be selected):

a)	You are required to purchase and maintain liability insurance
	covering you, your occupants and guests, for personal injury and
	property damage any of you cause to third parties (including
	damage to our property), in a minimum policy coverage amount
	of \$from a carrier with an AM Best
	rating of a B+ or better, licensed to do business in Ohio.

b) Not required to purchase personal liability insurance.

c) Personal liability insurance is force placed in an amount of \$ _____ per incident \$ ____ maximum and is included as either part of your rent or paid for by Owner to insure against your liability damage to the Apartment.

**NOTE: Any liability insurance you buy additionally is strongly recommended and will act as primary coverage to our force placed coverage secondary. ANY LIABILITY INSURANCE WE REQUIRE YOU TO PURCHASE, UNDER (c) ABOVE, DOES NOT INCLUDE ANY COVERAGE FOR YOUR CONTENTS. CONTENTS COVERAGE IS STRONGLY RECOMMENDED AND YOU UNDERSTAND WE HAVE NOT PURCHASED INSURANCE FOR YOUR CONTENTS UNDER ANY OPTION IN THIS PROVISION. Any policy you purchase or that we purchase for you shall waive any rights of subrogation by you or your insurance company against us. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract.

LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law. If we change a lock and/or latch, we cannot deny a key to the new lock and/or latch to any other named Resident in this Lease Contract.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to locks and/or latches by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing locks and/or latches which were misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See	special	provisions	on	the	last	page

See any additional special provisions.

- 11. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of _ (not to exceed 100% of the highest monthly rent during the lease term) if you:
 - fail to give written move-out notice as required in paragraphs 24 (Military Personnel Clause) or 37 (Move-Out Notice); or
 - move out without paying rent in full for the entire lease term or renewal period; or
 - move out at our demand because you are convicted, provide inaccurate application information or other default; or (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the next paragraph.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

Buyout. A lease buyout may be available at this Community. This Community may offer lease buyout agreements only when requested, not in advance and therefore, you must contact us regarding the terms of such agreement. Even if we offer lease buyouts, a lease buyout may not be available under certain circumstances, as an example not before 6 months of occupancy fulfilled. This lease buyout agreement, if accepted by all parties shall govern the means by which you terminate the Lease Contract before the end of its term.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, or improper use by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors to the following that the property of the property of the following that the following the following that the following the f doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. PROPERTY LEFT IN APARTMENT.

Removal After Surrender, Abandonment, or Eviction. We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42 - Deposit Return, Surrender, and Abandonment).

Storage. Unless required by local jurisdiction, we may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft.

Disposition or Sale. Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the

apartment after surrender or abandonment; or (2) left outside more than the time required by the local jurisdiction, if local jurisdiction does not state a maximum time then one hour shall apply, after a writ of possession is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies.

- 14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We may also end your right of occupancy and recover damages, future rent, reletting charges, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 (Early Move-Out) and 33 (Default by Resident) apply to acceleration under this paragraph.
- 15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 30 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this lease will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37 (Move-Out Notice).
- 16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of densit(s) in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This pay date forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- 17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes by court order with a search warrant or by subpoena, we may provide it.
- 18. AD VALOREM TAXES/FEES AND CHARGES ADDITIONAL RENT. If, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. These charges can, as examples, include: any charges we receive for any zoning violation sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

While You're Living in the Apartment

- 19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all relevant units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.
- 20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. No loitering. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business

conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants. No use of any grill is permitted on a balcony or patio (in the case of the patio unless there is 25 feet of clearance from any flammable structure). No storage of grills in or outside the apartment is permitted. No gas such as propane may be stored in the apartment, any storage area, or the balcony/ patio.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. We may exclude persons who have been previously evicted or asked to move from the Community in lieu of an eviction. We may exclude anyone who has been given a written trespass notice from us.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property, or any other criminal activity or deferred adjudication which violates our written rental standards at the time you rented the apartment. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

- **21. PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; whether or not such discharge is an accident; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering or interfering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.
- **22. PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:
 - has a flat tire or other condition rendering it inoperable; or
 - is on jacks, blocks or has wheel(s) missing; or
 - (3) has no current license or no current inspection sticker; or

 - takes up more than one parking space; or belongs to a resident or occupant who has surrendered or abandoned the apartment or who has been ordered to vacate by any appropriate authority; or is parked in a marked handicap space without the legally required
 - (6) handicap insignia; or
 - is parked in space marked for manager, staff, or guest at the office; (7)

 - (8) blocks another vehicle from exiting; or
 (9) is parked in a fire lane or designated "no parking" area; or
 (10) is parked in a space marked for other resident(s) or unit(s); or

 - (11) is parked on the grass, sidewalk, or patio; or (12) blocks garbage trucks from access to a dumpster; or (13) belongs to a resident and is parked in a visitor or retail parking space.
- 23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Personnel Clause), 32 (Responsibilities of Owner), or 37 (Move-Out Notice), you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.
- **24. MILITARY PERSONNEL CLAUSE.** You may terminate your tenancy if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate your tenancy if:
 - you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
 - you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, your tenancy will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10 (Special Provisions), you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate your tenancy under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 33 (Default by Resident). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices if they are installed in the apartment.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke detectors and/or carbon monoxide detectors. If you disable or damage the smoke detector and/or the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water, and in default under the Lease Contract.

Casualty Loss. We're not liable to any Resident, guest or occupant for personal injury, of any sort, up to and including death. For all these reasons, second casualty loss-property we are not liable to any Resident, guest, or occupant for damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our property and the property of others.

Temperature Control. Unless we instruct otherwise, you must 24 hours a day, during freezing weather, keep the Apartment heated, etc., and at all other times, you must: (1) run the HVAC systems blower fan to circulate air to retard the potential for moisture, mold and mildew; (2) at all times when using any shower or other bathing device, run the exhaust fan if any, provided in the bathroom area; and (3) if you are maintaining other items in the Apartment which reduce moisture, such as an Aquarium, you must run the air conditioning (if prayided) in the summer to keep the must run the air conditioning (if provided) in the summer to keep the temperature below 85 degrees Fahrenheit in the Apartment during the months when the temperature outside exceeds 85 degrees.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative when safe to do so. To the extent we screen any of the above listed groups for criminal backgrounds, you will not rely on such screening for the purpose of assuming your security in the apartment community and will not rely on such screening for any other purposes. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures at the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You accept affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean safe and good working condition a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work or desired improvement is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions, unless such damage was caused by the actions (or inactions) of you, your guests, or occupants, without regard to their/your negligence.

28. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. You must remove an unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the HUD regulatory guidelines. We may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing, if required in our sole discretion. You will also be liable to us for a daily animal violation charge as stated if such a charge is stated in the Rules. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal

or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority and you agree not to return the animal to the apartment. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

29. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, and our representatives may peacefully enter the apartment at reasonable times for the purposes listed below. Except in the case of emergency or if it is impracticable to do so, we will provide you with reasonable notice of our intent to enter the apartment at reasonable times. Twenty-four hours is presumed to be reasonable notice. If no one is in the premises, and request has been made for repairs and/or entry by you, it is presumed that your request is authorization for us to enter at reasonable times by duplicate or master key. We reserve the right to enter by other means if locks have been changed in violation of the lease.

Ohio Law prohibits you from unreasonably withholding consent for us to enter into the apartment when entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and/or the carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

30. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, renewals and non-renewals, and entry permissions) constitute notice from all residents.

Replacements

- 31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:
 - (1) a reletting charge will not be due;
 - (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
 - (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.
- **Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy, or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed. The departing resident will no longer be granted access to the apartment for any reason.

Responsibilities of Owner and Resident

- **32. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:
 - keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
 - (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
 (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
 - (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable as required by ORC 1923.
- 33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you violate your statutory obligations under Ohio law and do not cure within the time described in notice to you; (5) you give incorrect or false answers in a rental application; (6) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (7) any illegal drugs or paraphernalia are found in your apartment; or (8) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 21 (Prohibited Conduct).

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate

said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease. Further, no offer to renew is effective if you default on your existing Lease.

Eviction. If you default, we may end your right of occupancy by giving you a 3-day written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; or (5) affixing the notice to the door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Acceleration. All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease

term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after

we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

34. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights, isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Consent to Communications by Us and Our Agents. You hereby expressly authorize us, our representative(s), and any collection agency or debt collector (hereinafter collectively referred to as the "Authorized Entities") to communicate with you. The communication may be made through any method for any reason related to amounts due and owing under this Lease. You authorize any and all of the communication

methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

- 35. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.
- **36. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

- 37. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term or any extension of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 23 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11, 23, or 24 (Early Move-Out, Release of Resident, or the Military Personnel Clause). All notices to vacate must be in writing and must provide the date by which you intend to vacate. Notice from one resident is notice from all residents. If the notice does not comply with the time requirements of the Lease Terms paragraph, even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant as it pertains to the rent due; however, you have no right to retain possession of the premises or any part thereof beyond the expiration or earlier termination of this Lease Contract. Nothing contained in this Lease Contract shall be construed as consent by us to any holding over by you, and should you holdover, we will have all remedies available under this Lease Contract and state law.
- 38. MOVE-OUT PROCEDURES. The move-out date can't be changed unless you and we both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 (Early Move-Out) and 33 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- **39. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow moveout cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

- 40. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 41. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and/or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing abandoned property; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 6 (Rent and Charges) and 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; plus attorney's fees for violation of R.C. 5321.05, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys and Furniture) if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 33 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

42. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after termination of the rental agreement and delivery of possession. If no forwarding address is provided, we will mail your security deposit refund (less lawful deductions) to your last known address. One check made jointly payable to all occupants named on the Lease Contract shall be mailed.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys and Furniture) have been turned in where rent is paid and you have provided us in writing with a written forwarding address or new address

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated or switched over to us; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in Apartment), but do not affect our mitigation obligations (paragraph 33 - Default by Resident).

Severability, Originals and Attachments, and Signatures

Resident or Residents (all sign below)

- 43. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.
- 44. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

You are legally bound by this document. Read it carefully before signing.

Owner or Owner's Representative (signing on behalf of owner)	
Address and phone number of owner's representative for notice pur	poses
Address and phone number of owner's representative for notice pur 9225 Deercross Pkwy	poses
	poses
9225 Deercross Pkwy	poses
9225 Deercross Pkwy Cincinnati, OH 45236	poses
9225 Deercross Pkwy Cincinnati, OH 45236 (513)791-2800	poses
9225 Deercross Pkwy Cincinnati, OH 45236 (513)791-2800 Name and address of locator service (if applicable)	poses

Date form is filled out (same as on top of page 1) ___

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) In addition to all other terms of this lease, all forms of payment must include Resident Name, Property and Unit #. No Third Party Checks accepted. Regardless of the number of people executing this Lease, rent and other payments shall be made with one (1) check. After the initial lease term, a Resident may be eligible to transfer, however the Company in its' sole discretion reserves the right to approve or deny a Transfer request. If a transfer is approved, applicable notice, restrictions and additional fees will apply. A copy of the company's transfer policy is available upon request.

07/17/2019

Additional Special Provisions



DWELLING UNIT DESCRIPTION. Unit No. 92101B , 92	210 Deercross Pkwy Apt 1B					
(street address) in Cincinnati	(city), Ohio, 45236 (zip code).					
LEASE CONTRACT DESCRIPTION. Lease Contract date:	July 17, 2019					
Owner's name: BRG Deercross Holding Co LLC, by BRG Realty Group LLC, as agent for owner						
Residents (list all residents): mohamed ibrahim Mohamed abdul kadar						
	·					
In addition to all other terms of this lease: If m	monthly rent is not paid by the 15th of the					
month by 5:00pm, a Seventy-five (\$75) processing f	-					
Lessee to the Lessor. If eviction proceedings are						
accept payment of delinquent balance, a \$200 + \$50 charged and must be paid with the delinquent balance.	_					
money order is used it is the Lessee's responsibil						
money order is lost, stolen or misplaced. Lessee s	shall have the responsibility of establishing					
that any money order used for payment due under the						
If this lease continues Month to Month pursuant to will increase to the then Current Market Rent plus	.					
current market rent per month shall be due and pay	-					
of each month. At any time while this Lease contin	<u> </u>					
may terminate this Lease by providing written noti						
days in advance of the proposed termination date;						
continues on a month to month basis it may only be a month. If the initial fixed Term of this Lease e						
month, the initial month of the month to month per	-					
include the period from the day after the last day						
continue through the last day of the month followi	-					
initial fixed Term occurred. As a matter of exampl last day of the initial fixed Term was March 17, 2						
month basis, the first month to month period would						
and thereafter the Lease would continue on a calen						
terminated as provided herein. Lessee will pay a \$	50 lockout fee to have authorized staff					
unlock an apartment after business hours.						
Resident(s)	Date of Signing Addendum					
(All residents must sign)	Dute of Figures Franchians					
, and the second						
Owner or Owner's Representative	Date of Signing Addendum					

mohamed ibrahim Mohamed abdul kadar



UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated
 July 17, 2019
 between BRG Deercross Holding Co LLC, by BRG Realty Group LLC, as agent ("We"and/or"we"and/or"us") and
 for owner mohamed ibrahim Mohamed abdul kadar ("You" and/or "you") of Unit No. ___ 92101B (street address) in and is in addition to all terms and conditions in the Lease. located at 9210 Deercross Pkwy Apt 1B Cincinnati, OH 45236 To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control. 1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated Water service to your dwelling will be paid by you either: a) directly to the utility service provider; or water bills will be billed by the service provider to us and then allocated to you based on the following formula: _____3 ☐ If flat rate is selected, the current flat rate is \$______ pe
☐ 3rd party billing company if applicable Yes Energy Management, Inc. **Sewer** service to your dwelling will be paid by you either: b) directly to the utility service provider; or sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: **3** ☐ If flat rate is selected, the current flat rate is \$______ per month.

☑ 3rd party billing company if applicable Yes Energy Management, Inc. **Gas** service to your dwelling will be paid by you either: c) directly to the utility service provider; or gas bills will be billed by the service provider to us and then allocated to you based on the following formula: ___ ☐ If flat rate is selected, the current flat rate is \$______ per month. 3rd party billing company if applicable **Trash** service to your dwelling will be paid by you either: d) directly to the service provider; or

trash bills will be billed by the service provider to us and then charged to you based on the following formula:

If flat rate is selected, the current flat rate is \$

3.75

per month. 🕱 3rd party billing company if applicable Yes Energy Management, Inc. **Electric** service to your dwelling will be paid by you either: e) directly to the utility service provider; or electric bills will be billed by the service provider to us and then allocated to you based on the following formula: ☐ If flat rate is selected, the current flat rate is \$______ per month. 3rd party billing company if applicable **Stormwater** service to your dwelling will be paid by you either: f) directly to the utility service provider; or stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____4 ☐ If flat rate is selected, the current flat rate is \$______ per ☐ 3rd party billing company if applicable Yes Energy Management, Inc. ____ per month. **Cable TV** service to your dwelling will be paid by you either: g) directly to the utility service provider; or cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: ☐ If flat rate is selected, the flat rate is \$______ per month.
☐ 3rd party billing company if applicable______ Master Antenna service to your dwelling will be paid by you either: h) directly to the utility service provider; or master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: ☐ If flat rate is selected, the current flat rate is \$_____ ____ per month. 3rd party billing company if applicable **Internet** service to your dwelling will be paid by you either: i) directly to the utility service provider; or internet bills will be billed by the service provider to us and then allocated to you based on the following formula:___ ☐ If flat rate is selected, the current flat rate is \$______ per month. 3rd party billing company if applicable **Pest Control** service to your dwelling will be paid by you either: j) directly to the utility service provider; or pest control bills will be billed by the service provider to us and then charged to you based on the following formula: ☐ If flat rate is selected, the current flat rate is \$______ per month. 3rd party billing company if applicable_____ service to your dwelling will be paid by you either: k) (Other) directly to the utility service provider; or \Box bills will be billed by the service provider to us and then allocated to you based on the following formula: $_$ ☐ If flat rate is selected, the current flat rate is \$______ per month. ☐ 3rd party billing company if applicable_____ directly to the utility service provider; or bills will be billed by the arm (Other) service to your dwelling will be paid by you either: 1) bills will be billed by the service provider to us and then allocated to you based on the following formula: ☐ If flat rate is selected, the current flat rate is \$______ 3rd party billing company if applicable METERING/ALLOCATION METHOD KEY - Sub-metering of all of your water/gas/electric use "1" - Calculation of your total water use based on sub-metering of hot water "3" - Calculation of your total water use based on sub-metering of cold water "4" - Flat rate per month

"5" - Allocation based on the number of persons residing in your dwelling unit

"6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula

- "7" Allocation based on square footage of your dwelling unit
- "8" Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" Allocation based on the number of bedrooms in your dwelling unit
- 10" Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within ______ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:\$5.00(not to exceed \$5.00)Monthly Administrative Billing Fee:\$5.00(not to exceed \$5.00)Late Fee:\$(not to exceed \$)Final Bill Fee:\$(not to exceed \$)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

- 4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$_____25.00____.
- 5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
- 6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
- 7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
- 8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
- 9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
- 10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
- 11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
- 12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract. In addition to all other terms of this lease: Utility bills paid by Resident to Owner are due with the Monthly Rent on the 1st of each month. Utilities paid by the resident directly to the provider must be placed into the Leaseholder's name at the time of movein and must remain in the resident's name until the unit is vacated and the keys returned to a member of the office staff. If at the time of movein or anytime during occupancy the utility service is removed from the Leaseholder's name, an administration fee of \$25 will be automatically assessed each month and for each affected utility until the service is restored to the Leaseholder's name. Unpaid utilities are subject to late fees as permitted in your lease document. Where applicable there may be a set up fee assessed for all new accounts. Late Fees for unpaid utilities are calculated and charged as defined in lease for "unpaid rent". All utilities are paid in arrears. Final charges will be calculated upon move out and will be deducted from Security Deposit if unpaid at the time of your final account reconciliation.

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91	300	HOUSING	

Management

Resident Signature Resident Signature

Resident Signature

Resident Signature

Date

Date

Date

Date



Mold Information and Prevention Addendum

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. 2.	DWELLING UNIT DESCRIPTION. Unit. No. 92101B, 9210 Deercross Pkwy Apt 1B (street address) in Cincinnati (city), Ohio, 45236 (zip code). LEASE CONTRACT DESCRIPTION. Lease Contract date: July 17, 2019 Owner's name: BRG Deercross Holding Co LLC,		 overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines; leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks; washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot
	by BRG Realty Group LLC, as agent for owner Residents (list all residents): mohamed ibrahim Mohamed		cooking;leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
	abdul kadar		 insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
3.	ABOUT MOLD. Mold is found virtually everywhere in our environmentboth 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 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. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for	6.	IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), 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 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet
1.	person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken. PREVENTING MOLD BEGINS WITH YOU. In order to minimize		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 <i>porous</i> items, such as fibers in sofas, chairs, drapes and carpetsprovided the fibers are completely dry. Machine
	the potential for mold growth in your dwelling, you must do the following:	_	washing or dry cleaning will remove mold from clothes.
	 Keep your dwelling cleanparticularly 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. Immediately throw away moldy food. 	7.	DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on <i>porous surfaces</i> , such as sheetrock walls or ceilings, or (2) <i>large areas</i> of visible mold on <i>non-porous</i> surfaces. Instead, notify us in writing, and we will take appropriate action.
	• Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge linesespecially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the 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.	9.	COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract. If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
	 Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out. 		
	 Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. 		
	• Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.		
5.	IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:		
	 rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level; 		
_	Resident or Residents (All residents must sign here)	_	Owner or Owner's Representative (Signs here)
_			Date of Lease Contract July 17, 2019

LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1.	Dwelling Unit Description. Unit. No. 92101B , 9210 Deercross Pkwy Apt 1B (street address) in Cincinnati (city), Ohio, 45236 (zip code).	10.	Liability insurance. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if
2.	Lease Contract Description. Lease Contract date: July 17, 2019 Owner's name: BRG Deercross Holding Co LLC, by BRG Realty Group LLC, as agent for owner		available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 100000.00 , which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.
	Residents (list all residents): mohamed ibrahim Mohamed abdul kadar	11.	Security Deposit. An additional security deposit of \$ 100.00 will be charged. We <i>[check one]</i> \(\mathbb{M} \) will consider or \(\mathbb{M} \) will not consider this additional security deposit a general security deposit for all purposes.
3.	Number and size. You may install satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.		The security deposit amount in Provision 4 of the Lease Contract <i>[check one]</i> does or 2 does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.
4.	Location. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.		This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.
5.	Safety and non-interference. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.	13.	When you may begin installation. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld. Miscellaneous. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed. Special Provisions. The following special provisions control over
6.	Signal transmission from exterior dish or antenna to interior of dwelling. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the windowwithout drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.		conflicting provisions of this printed form:
7.	Safety in installation. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.		
8.	Maintenance. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.		
9.	Removal and damages. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.		
	Resident or Residents [All residents must sign here]		Owner or Owner's Representative [signs here]
_			Date of Lease Contract
			July 17, 2019
_			



COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner:	BRG Deercross Holding Co LLC, by BRG Realty Group LLC, as agent for owner
Resident(s):	mohamed ibrahim Mohamed abdul kadar
Unit No:/Address:	#92101B, 9210 Deercross Pkwy Apt 1B
Lease Date:	07/17/2019

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

You expressly agree to assume all risks of every type, including but not limited to risks of personal injury or death, related to residents use of amenities at the Community. Additionally, You agree to assume all risks of every type, including loss or damage to personal property owned by Residents, their family, guests and invitees related to the use of any of the amenities at the Community. You release and hold Us harmless and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type whether or not foreseeable, that You may have against Us, and that are in any way related to or arise from such use of the amenities of the Community. These provisions for personal injury/death and loss or damage to property shall be enforceable to the fullest extent of the law in the state in which the Community is located.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

- II. POOL. This Community **DOES**; **DOES** NOT have a pool. When using the pool, Resident(s) agrees to the following:
 - Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
 - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
 - For their safety, Residents should not swim alone.
 - Pool hours are posted at the pool.
 - No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
 - Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
 - No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
 - Resident(s) must accompany their guests.
 - Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

- III. FITNESS CENTER. This Community ☑ DOES; ☐ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:
 - Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
 - The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
 - Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
 - Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
 - Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
 - Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
 - Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
 - Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness
 - Any card lost, damaged, stolen, or not returned shall incur a charge of \$ _____ which, if You are still living in the Dwelling, shall be paid before the card is repaired or replaced and, if You have moved out shall be charged against the security deposit or shall be a charge against You if the security deposit funds are not sufficient to cover the costs of replacement.

	against You if the securi	ity deposit funds are not sufficient to	cover the costs of replacement.		, ,	
	Card # issued: (1)	(2)	(3)	(4)		
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IV. PACKAGE RELEASE. This Community DOES; DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

By Your signature on this Lease Agreement, You hereby give Us authorization to accept delivery and sign on Your behalf for any packages, letters or other parcels addressed to You. You expressly release Us from any and all liability of any kind whatsoever relating to the above authorization and You agree that We shall have no liability or obligation with respect to any delivery which We receive on Your behalf. This Provision and the receipt of packages and deliveries as a result thereof shall not be deemed to be an actual, constructive, or involuntary bailment and We shall not be deemed to have accepted, received or held any time "in trust" for You. You expressly assume all risks associated with the authorization granted to Us herein and acknowledge and agree that We shall not be liable for any failure to inform You when or if a package or delivery has been made or received by Us. We have the express right to (a) not accept a package or delivery on Your behalf at any time and for any reason in Our sole and absolute discretion; and (b) to return any package or delivery to sender in Our sole and absolute discretion. We shall not be liable for giving Your packages or other deliveries to an individual other than You, and You expressly release Us from any liability in this regard. Additionally, You release Us from all liability or responsibility for lost or damaged packages or deliveries in Our possession.

V. BUSINESS CENTER. This Community ☑ DOES; ☐ DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community

Revised 12/2016, Ohio Page 1 of 3

Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. You agree you will not use our Business Center computers to send, receive, or load any computer viruses, booby traps, time bombs, other programming designed to interfere with any other user of the Business Center's computers or any other end user's equipment, programs, or data.

- VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
 - Only 1 vehicle per licensed Resident is allowed.
 - All vehicles must be registered at the Management office.
 - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
 - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
 - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
 - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
 - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management. If so parked, wheels must be chocked, all stands must be in blocks to avoid damage to asphalt.
- VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
 - Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
 - No person shall knowingly maintain a fire hazard.
 - Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of <u>10</u> feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
 - **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
 - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
 - No storage of propane gas in the dwelling or storage rooms.
 - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
 - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes, including those imposed on the dwelling community or Owner for actions or failure to act by Resident(s).
- VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner may prepare Residents' dwelling and charge Residents accordingly or declare Resident(s) to be in default. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:
 - Clean in all cabinets, drawers and closets in kitchen and pantry.
 - If roaches have been seen in closets, remove contents from shelves and floor.
 - Remove infants and young children from the dwelling.
 - Remove pets or place them in bedrooms, and notify Owner of such placement.
 - Remove chain locks or other types of obstruction on day of service.
 - Cover fish tanks and turn off their air pumps.
 - Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

Resident may have executed a separate Bed Bug/Extermination Addendum which may provide additional or different requirements for bed bug treatment. In such case, the terms of the Bed Bug/Extermination Addendum shall control in the event of a conflict between this Addendum and the Bed Bug/Extermination Addendum.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

- IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- **X. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XI. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XV.	SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:				
	In addition to all other terms of this lease: Management may place a maximum of two				
	vehicles per unit where parking is limited. Visitors are to park in designated areas				
	only. Motorcycles, if permitted, require a protective pad under the kickstand to prevent				
	damage to asphalt. Items left in the common areas will be discarded without warning.				

Revised 12/2016, Ohio Page 2 of 3

I have read, understand and agree to comply with the preceding provisions.						
Resident	Date	Resident	Date			
Resident	Date	Resident	Date			
Owner Representative		Date				

LEASE ADDENDUM LIABILITY INSURANCE REQUIRED OF RESIDENT



1.	Dwelling Unit Description. Unit. No. 92101B. , 9210 Deercross Pkwy Apt 1B (street address) in Cincinnati (city), Ohio, 45236 (zip code).	6.	Your Insurance Coverage. You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the
2	· ·		execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.
۷.	Lease Contract Description. Lease Contract date: July 17, 2019		provide additional proof of insurance in the future at our request.
	Owner's name: BRG Deercross Holding Co LLC,		Insurance Company:
	by BRG Realty Group LLC, as agent for		
	owner		
	Residents (list all residents): mohamed ibrahim Mohamed abdul kadar	7.	Default. Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.
3	Acknowledgment Concerning Insurance or Damage Waiver.	8.	Miscellaneous. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain
٥.	You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also		unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
	acknowledge that by not maintaining your own policy of personal	9.	Special Provisions: In addition to all other
	liability insurance, you may be responsible to others (including us)		terms of this lease: It is strongly
	for the full cost of any injury, loss or damage caused by your actions		encouraged that Lessee, at Lessees' cost,
	or the actions of your occupants or guests. You understand that		obtain a liability and/or renter's
	paragraph 8 of the Lease Contract requires you to maintain a liability		insurance policy which insures Lessee,
	insurance policy, which provides limits of liability to third parties in an amount not less than \$ per occurrence. You		Lessor, and their respective agents,
	understand and agree to maintain at all times during the Term of the		employees and invitees against liability or claims for personal injury, wrongful
	Lease Contract and any renewal periods a policy of personal liability		death or property damage for which Lessee
	insurance satisfying the requirements listed below, at your sole		is responsible under this Lease or by law
	expense.		or otherwise. Said policy should have
	•		limits not less than \$100,000 for personal
4.	Required Policy. You are required to purchase and maintain		injury or death arising out of any one
	personal liability insurance covering you, your occupants and guests,		occurrence with Lessor named as an
	for personal injury and property damage any of you cause to third		additional insured and provided with a
	parties (including damage to our property), in a minimum policy		copy of such policy.
	coverage amount of \$, from a carrier with an		
	AM Best rating of a B+ or better, licensed to do business in Ohio (often called making us an Additional Noticed Party). The carrier is		
	required to provide notice to us within 30 days of any cancellation,		
	non-renewal, or material change in your coverage. We retain the		
	right to hold you responsible for any loss in excess of your insurance coverage.		
5.	We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.		
	I have read, understand and agree to	comp	ly with the preceding provisions.
	Resident or Residents		Owner or Owner's Representative
_	[All residents must sign here]	_	[signs here]
_			Date of Lease Contract
			July 17, 2019

1. **Dwelling**



CRIME/DRUG FREE HOUSING ADDENDUM

1.	Dwelling Unit Description. Unit. No. 92101B, 9210 Deercross Pkwy Apt 1B (street address)	not limited to the State of Ohio and/or the Federal Controlled Substances Act.			
	in Cincinnati (city),				
•	Ohio, 45236 (zip code).	4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution			
2.	Lease Contract Description. Lease Contract date: July 17, 2019	of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing			
	Owner's name: BRG Deercross Holding Co LLC,	and distribution of marijuana remains a violation			
	by BRG Realty Group LLC, as agent for	of federal law, violation of any such federal law			
	owner	shall constitute a material violation of this rental agreement.)			
	Residents (list all residents): mohamed ibrahim	F. Francisco to an ellectical condition that to			
	Mohamed abdul kadar	 Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit. 			
3.	ADDENDUM APPLICABILITY. In the event any	6 Any broach of the Lease Contract that otherwise			
	provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments	 Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or 			
	to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling	involving imminent, actual or substantial property damage.			
	unit, all common areas, all other dwelling units on the	7. Engaging in or committing any act that would be a			
	property or any common areas or other dwelling units	violation of the Owner's screening criteria for criminal			
	on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the	conduct or which would have provided Owner with			
	Lease Contract as follows:	a basis for denying Resident's application due to criminal conduct.			
4.	CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:	8. Engaging in any activity that constitutes waste nuisance, or unlawful use.			
	A. Shall not engage in any illegal or criminal activity on	B. AGREE THAT ANY VIOLATION OF THE ABOVE			
	or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:	PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single			
	1. Engaging in any act intended to facilitate any type of criminal activity.	violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of			
	2. Permitting the Premises to be used for, or facilitating	the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments Owner may terminate Resident's tenancy for any lawfu reason, and by any lawful method, with or without good			
	any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a				
	guest.	cause.			
	 The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but 	 CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction. 			
	Resident or Residents (sign here)	Date of Signing Addendum			
	Owner or Owner's Representative (signs here)	Date of Signing Addendum			



The following information states that the identified document has been signed electronically by the parties detailed below:

Signee Details	Kole	Signature	Initials	Date Signed
	Resident	W. WAR	\sim	
Email ID: ibbu.techworld@gmail.cor	n			
	Manager	Audra Huenefeld	A)-(

Document Information

Document Reference Number: 636846

Signatures: 2 Initials: 2 Status: Completed Document Pages: 17

Document Name: Apartment Lease Form, Additional Special Provisions, All-In-One Utility Addendum, Mold Information and Prevention Addendum, Satellite Dish or Antenna Addendum, Community Policies, Rules, & Regulations, Renter's or Liability Insurance Addendum, Crime/Drug Free Housing Addendum

Signature Summary	Signature	Initials	Timestamp	Signing Status
mohamed ibrahim Mohamed a kadar	abdul W. Mr.	M	07/24/2019 09:52:05 AM CST	Completed
Document Started: Email Address:	07/24/2019 09:20:58 AM CST ibbu.techworld@gmail.com			
Audra Huenefeld	Audra Huenefeld	AH	07/24/2019 09:53:27 AM CST	Completed
Document Started: Email Address:	07/24/2019 09:53:17 AM CST ahuenefeld@brgapartments.com			
Signature Details	Page Signature/Initials	Signing Status	Tracking Details	
mohamed ibrahim Mohamed abdul kadar	17 M	Completed	IP Address: 158.48.6.140 Timestamp: 07/24/2019 09:52 User Agent: Chrome on Windo	
mohamed ibrahim Mohamed abdul kadar	17 W. M.	Completed	IP Address: 158.48.6.140 Timestamp: 07/24/2019 09:51 User Agent: Chrome on Windo	
Audra Huenefeld	17 AH	Completed	IP Address: 66.117.242.222 Timestamp: 07/24/2019 09:53 User Agent: Chrome on Windo	
Audra Huenefeld	17 Audra Huenefeld	Completed	IP Address: 66.117.242.222 Timestamp: 07/24/2019 09:53 User Agent: Chrome on Windo	