

PLEASE READ CAREFULLY, THIS IS A LEGAL AND BINDING CONTRACT

RENTAL AGREEMENT

This lease (hereinafter referred to as the Lease) is made this **15th** day of **July, 2018** by and between OAKWOOD MANAGEMENT COMPANY (hereinafter referred to as the Landlord) and **Chandan Patel and anupama kumari** (hereinafter referred to jointly and severally as the Tenant). The covenants and conditions stated in the Lease shall bind all tenants jointly and severally in issues of contract and negligence.

I. PREMISES LEASED. The Landlord, in consideration of the rent to be paid, and covenants and agreements to be performed by the Tenant does hereby lease the following described Premises located at: **672 Lumination Avenue, Apt. J, Columbus, OH 43240** located in the community of **The View at Polaris**, (hereinafter referred to as the Premises).

The Landlord, where not required by law, may discontinue any facilities, amenities, gratuitous or such services rendered by the Landlord and furnished to several Tenants on a common basis, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for the Lease.

II. LEASE TERM. The Tenant agrees to occupy said Premises for an original term commencing on **07/15/2018**, and ending on **07/14/2019**. After expiration of the original term of this agreement, the Lease shall automatically renew, under the same terms and conditions, on a (1) month to (1) month basis unless notice is given as stated in paragraph VII.

III. RENT. The Tenant agrees to pay as rent for the Premises the total sum of **\$11,100.00** dollars at the rate of **\$925.00** dollars per month to be paid in advance of the first day of each month during the said term without demand. All payments of rent shall be made payable to: OAKWOOD MANAGEMENT COMPANY at the address located at 6950-A Americana Parkway, Reynoldsburg, Ohio 43068, or at such other address as the Landlord may from time to time designate. In the event that Tenant shall occupy said Premises prior to the beginning of a full month, a pro-rated amount of **\$507.26** covering the period of **07/15/2018 to 07/31/2018**, shall be payable in advance, plus: **\$925.00** per month for: **rent \$925.00 - pet rent \$0.00 - garage rent \$0.00 - storage rent \$0.00 - water income \$0.00 - carport rent \$0.00 - short term lease fee \$0.00 - trash income \$0.00 - TDW \$0.00 - parking rent \$0.00 - bicycle storage 0.00 - washer / dryer - 0.00 - corporate suites 0.00 - furniture rental 0.00 - parking sticker 0.00.**

Equals a total monthly payment of: **\$925.00**.

Rent is due on or before the first day of each month (the due date) and is delinquent thereafter. Partial payments will not be accepted. All funds received shall be applied to the oldest outstanding balance.

If payment is made by check that is returned, the Tenant agrees to pay a charge of \$45.00 in addition to all late charges, if applicable.

RENTAL PAYMENTS: Tenant agrees to pay by check, cashier's check, or money order the stipulated rent in advance and agrees that the acceptance by Landlord's Agent of payments after the due date shall in no manner constitute a waiver of Landlord's rights in the event of Tenant's failure to make rental payments as herein prescribed and agreed, nor will it be considered as a change in the date upon which Tenant is required to pay said rent. **A late fee in the amount of \$25.00** will be assessed to your rental account if not paid in full prior to the 2nd of the month. A second late fee in the amount of **\$25.00** will be charged if not paid in full prior to the 6th, and an additional **\$25.00** late fee will be assessed if not paid in full prior to the 11th of the month. Landlord may demand all future payments be made by cashier's check, certified check, or money order.

Rent and other sums to be paid shall be made in one (1) check rather than multiple checks, (multiple money orders are acceptable). The Landlord may, at any time, require that all rent and other sums be paid in either certified or cashier's check or money order. Cash shall not be accepted. Tenant is responsible for identifying the Premises for which the payment is to be applied.

The Tenant agrees further that acceptance and/or refusal by the Landlord of the rent payment after the due date shall in no manner constitute a waiver of the Landlord's rights in the event of the Tenant's failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which the Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Landlord. Tenant by signing this Lease, knowingly and voluntarily waives any right to later assert waiver as affirmative defense in any subsequent forcible entry and detainer action.

The Landlord agrees to notify the Tenant, in writing, at least thirty (30) days prior to the expiration of the Lease, or any renewal thereof, of any increase in the rent charged for occupancy of the Premises.

Initials _____

Tenant acknowledges that Landlord is an Ohio Legal Entity and must be represented by an attorney in eviction procedures. Equity situations will not be considered unless Tenant reimburses Landlord for all rent, late fees, charges, fees, costs and expenses and attorney fees, incurred by Landlord as a result of Tenant's breach. Landlord reserves the exclusive right to refuse any and all late payments.

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

Name <u>Chandan Patel</u>	Name _____
Name <u>anupama kumari</u>	Name _____
Name _____	Name _____
Name _____	Name _____
Name _____	Name _____
Name _____	Name _____

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

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

V. SECURITY DEPOSIT. The tenant agrees to deposit with the Landlord the sum of **\$99.00** as security for his or her faithful performance under the Lease and by law. The Tenant agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. The Landlord, at the expiration of the Lease or hold-over tenancy, may apply the security deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guests, family or invitees. Also, abandonment or vacating of the Premises by the Tenant before the end of the term shall result in the Landlord deducting damages he has incurred from the security deposit.

Each of the aforementioned tenants shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy, including negligence.

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

Tenant agrees to and consents to the final payment for utilities usage being deducted from the security deposit.

VI. KEYS. The Tenant will be provided 2 apartment key(s) and 2 fobs/access cards. Tenants should arrange to obtain mail box keys directly from their local post office, if applicable. These keys may not be duplicated. There will be a \$75.00 re-keying charge for any of these keys, fobs, or access cards not being returned upon vacating.

VII. MOVE OUT NOTICE AND RENEWAL. Unless another Lease is signed by the parties hereto or unless written notice of termination is given by one party to the other at least forty-five (45) days before expiration date set in paragraph II of the Lease, the Lease shall be automatically renewed on a (1) month to (1) month basis (on the same terms and conditions of the original lease). At the expiration of the original term of the Lease, Landlord may adjust the rental amount to the current market rate. Landlord agrees to provide Tenant in writing, any such adjusted rental amount thirty (30) days prior to the adjusted rate. The adjusted rental rate will become effective the first day of the month following the end of the original lease term or renewal term. **Verbal notice to vacate is not sufficient.**

HOLDING OVER. If Tenant retains possession of the premises after termination of the Agreement by lapse of time without the consent of the Landlord after written notice from Landlord of Landlord's refusal to extend said Agreement, Tenant agrees to pay to Landlord **double the monthly rent** specified herein above provided.

VIII. ABANDONMENT OF PROPERTY. We or law officers may remove 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 abandoned the apartment.

You have abandoned the property when: (1) move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) you have turned in keys and/or pass cards or provided us with a written forwarding address or new address; or (3) everyone appears to have moved out in our reasonable judgment; and (4) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment, or (5) you have been in default for non-payment of rent for five (5) consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (6) you have not responded for two (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 rights of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-let the apartment; determine any security deposit deductions; and remove property left in the apartment. Under Ohio Law, if a Tenant abandons the Premises or is evicted during the term of this Lease, the Tenant's liability to pay rent continues until the expiration of the Lease term or until the Premises are re-occupied.

IX. UTILITIES. The Landlord shall pay for (if checked): ☐ electricity, ☐ gas, ☐ water, ☐ sewage/storm water and ☐ trash disposal. The Tenant agrees to pay for all other utilities and reasonable administrative charges on the Tenant's utility bills for the entire term of the lease. The Tenant agrees to pay for all utility services not specifically accepted by Landlord above for the entire term of the lease. **Satellite dishes may not be installed without written permission by Landlord.**

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 apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated 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 apartment and may charge a reasonable administration fee for billing the utility service in the amount of \$50.00.

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 apartment 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 apartment due to such outages, interruptions, or fluctuations.

You agree not to tamper with, adjust, or disconnect any sub-metering system or devise. 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.

X. PETS. *Please be advised that not all of our communities allow dogs or pets.* No pets may be brought onto any part of the Premises at any time (including visiting pets) except at the expressed written consent of the management as contained in a separate pet agreement, and all applicable fees and charges are paid. This policy is at the sole discretion of the Landlord. In the event that any unauthorized pets are found in or on the Premises, an immediate eviction notice will be served at which time Tenant will have three (3) days to permanently remove the animal or said eviction will be initiated. If a pet has been in the apartment at any time during the Tenant's term of occupancy (without the Landlord's consent), all pet fees will be retroactive to the date of this lease agreement and tenant may be charged for defleaing, deodorizing, and/or shampooing, and/or other damages occasioned by the pet. Rottweilers, Pit Bulls, Chows and Doberman breeds of dogs are prohibited. This applies to pure bred and mixed breed dogs that have similar physical and behavioral characteristics or lineage.

Tenant acknowledges and consents that any pet privilege fee that may be assessed by Landlord is for the privilege of having a pet and is not in any way additional deposit pursuant to Ohio Revised Code § 5321.16.

XI. LIABILITY. Landlord shall not be liable for theft or damage of property or appliances furnished by the Landlord, or damage to any person on the Premises under the exclusive control of the Tenant, nor from the damage to person or property arising from acts or neglect of other tenants of said building, or the elements, or damage to person or property arising from acts over which Landlord has no control. Tenant agrees to save Landlord harmless from any liability by reason of personal injury to any person and for property damage occurring on or about or connected with the Premises or resulting from the Tenant's use thereof of Tenant's negligence. **Tenant agrees to carry liability insurance, including coverage for Landlord's building and/or any apartment complex applicable hereunder in the minimum (and mandatory) coverage amount of \$100,000.00, including water bed coverage if applicable, and hereby relieves the Landlord of all risks that may be insured there under, NAMING THE PROPERTY AS A PARTY OF INTEREST.**

Initials _____

It is strongly recommended that Tenant carry renter's personal property insurance in the minimum coverage amount of \$5,000.00. The Declaration page from the insurance provider is required to be presented to the Landlord.

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

XIII. TENANT'S DUTIES: The Tenant shall:

- A. Keep the Premises that he/she occupies and uses safe and sanitary;
- B. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord;
- C. Keep all plumbing fixtures in the Premises or used by the Tenant as clean as their condition permits;
- D. Use and operate all electrical and plumbing fixtures properly;
- E. Comply with the requirements of Tenants by all applicable state and local housing, health and safety codes;
- F. Personally refrain, and forbid any other person who is on the Premises with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or, other part of the Premises;
- G. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord;
- H. Promptly notify the landlord of the need for repairs;
- I. Conduct him/herself and require other persons on Premises with his consent to conduct themselves in a manner that will not disturb his neighbors "peaceful enjoyment" of the Premises. Use good judgment and thoughtfulness for others in use of his/her apartment and not to commit or allow any nuisance;
- J. Not unreasonably withhold consent for the Landlord or his/her agents to enter the Premises;
- K. Conduct himself/herself, and require persons in his/her household and persons on the Premises with his/her consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in Chapters 2925 and 3719 of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances;
- L. Tenant shall regularly test all smoke detectors, and notify Landlord in writing of any mechanical failure, need for repair or replacement.
- M. Ohio Fire Code prohibits residents from operating a charcoal, gas grill, or any other open flame device within 10 feet of any combustible building, overhang, patio fence, railings, or the deck above your own deck or patio. The same code disallows turkey fryers, outdoor fireplaces and chimneys. Do not store any propane fuel devices inside a dwelling. Violation of this section may cause the Fire Department to fine a resident up to \$1,000 per day until the violation is corrected. Landlord may also declare such violation a breach of lease and pursue all remedies including eviction.
- N. Tenant expressly agrees and understands that it shall be a material violation of this lease agreement if Tenant or anyone living at the Premises that is the subject of this agreement is a registered sex offender at any time during Tenant's tenancy. In the event that Tenant or anyone living at the Premises becomes a registered sex offender, Tenant and all other occupants will be required to vacate the Premises immediately or be subject to eviction.
- O. For safety reasons, children **under age 14** are not permitted in swimming pool area except when accompanied by parent or other adult.
- P. Landlord reserves the right to restrict non-resident guests from the property. Criminal trespass charges may be filed should the person return.
- Q. No hose shall be connected to water pipes or spouts and used for outdoor sprinkling, pools, or washing of vehicles.

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- R. No mini-bikes, trail bikes, motor scooters, or go-carts shall be operated anywhere on Landlord's property. All motorcycles must have preventative measures to avoid damage to asphalt when parked.
- S. The Tenant agrees not to park or store recreational vehicles, **including but not limited to:** boat, truck, or trailer on the premises or parking area without the written consent of Landlord. No vehicle shall block another, and the parking of a vehicle, close behind another, is not permitted. The Tenant further agrees that parking in areas designated "NO PARKING" in front or beside yellow marked curbs, in fire lanes, across parking lines, restricted streets, on the lawn, sidewalks, or blocking trash dumpsters is strictly not permitted. All vehicles must have current tags and stickers. Vehicles cannot be used as storage areas and must be moved periodically. No improperly unlicensed or immobile vehicles are to be parked in the community. No maintenance or repair may be performed on vehicles while on the premises. Violation of the above will cause such vehicle to be towed away at the expense of its owner. For residents who share a driveway, it is prohibited to park your or your guest's car in a manner which blocks ingress or egress from your neighbor's garage.

☐ Landlord DOES NOT install or maintain garage door openers. ☐ Garage door opener provided by Landlord.

XIV. LANDLORD'S DUTIES: The Landlord shall:

- A. Comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety;
- B. Make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and habitable condition;
- C. Keep all common areas of the Premises in a safe and sanitary condition;
- D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning fixtures and appliances, supplied, or required to be supplied by the Landlord;
- E. Provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;
- F. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at all times, except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that the heat or the hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection;
- G. Except in the case of emergency, or if it is impractical to do so, give the Tenant at least twenty-four (24) hours' notice of his intent to enter and enter only at reasonable times;
- H. Not abuse the right of access as described in this Lease;
- I. Furnish and repair smoke detectors as required by law. (See Rules & Regulations)

XV. CONDITIONS OF PREMISES and ALTERATIONS. The Tenant accepts the Premises "**in good condition**", except for conditions materially affecting health or safety of ordinary persons, and except as otherwise indicated on the inventory and condition form described below, the Landlord makes no implied warranties. The Landlord shall provide an inventory and condition form to the Tenant on or before move-in. Within one (1) week after move-in, the Tenant shall note all defects or damages on the form and return it to the Landlord's agent; otherwise the Premises shall be presumed to be in clean, safe and good working condition. The Tenant shall use customary diligence in care of the apartment and common areas. Whenever damage is caused by the Tenants, the Tenant's guests, or occupants due to carelessness, misuse, neglect, or failure to notify the Landlord of any need for repairs, the Tenant agrees to pay the cost of all repairs and do so by the next periodic monthly rental payment after receipt of the Landlord's demand for the repair charges; and tenant remains obliged to pay rent for the period the unit is damaged whether or not the unit is habitable. The Tenant may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Landlord's property except as authorized by the Landlord in writing. No holes or stickers are allowed inside or outside the apartment; however, a reasonable number of small nail holes for picture hanging are permitted. No water furniture, antennas, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or re-keying shall be permitted except by the Landlord's prior written consent. The Tenant shall not disable, disconnect, alter or remove the Landlord's property, including security devices, alarm systems, smoke detectors, appliances, furniture, and screens.

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When the Tenant moves in, the Landlord shall furnish light bulbs for fixtures furnished by the Landlord; thereafter, light bulbs of the same wattage shall be replaced at the Tenant's expense. When moving out, the Tenant shall surrender the Premises in the same condition as when received, reasonable wear and tear expected. Tenant must immediately notify landlord in writing of any needed maintenance or repair.

The Landlord is not required to rebuild or restore the Premises if said Premises became uninhabitable by reason of fire or other casualty.

XVI. WHEN THE LANDLORD MAY ENTER. If the Tenant requests service in his/her unit, such requests shall be deemed as authorization for the Landlord or Landlord's agent to enter and make the necessary repairs. The Landlord or the Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below, provided the Tenant or the Tenant's guests are present. If no one is in the Premises, and request has been made for repair and/or entry by the Tenant, the Landlord, or the Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. If the Landlord requests entry, a written notice shall be given to the Tenant twenty-four (24) hours prior to entry. The Landlord reserves the right to enter the Premises without notice in case of emergency. The Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease.

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

XVII. NON-LIABILITY. The Tenant acknowledges that any security measures provided by the Landlord shall not be treated by the Tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Tenant, the Tenant's guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Landlord shall not be liable to the Tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities unless caused by the Landlord's negligence. The Landlord has no duty to remove ice, sleet, or snow; but the Landlord may do so in whole or in part, with or without notice. If the Landlord's employees are requested to render services not contemplated in the Lease, the Tenant shall hold the Landlord harmless from all liability for same.

XVIII. LEASE COMPLIANCE. The Landlord at all times has the right to require compliance with all covenants, terms and conditions of the Lease, notwithstanding any conduct or custom on the Landlord's or the Tenant's part in refraining from so doing at any time. Waiver at any time of any breach or condition of the Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the Lease.

XIX. DEFAULT: If Tenant defaults in the payment of any rental installment or the performance of any of the covenants and agreements contained herein, the entire rental obligation hereunder shall immediately become due and payable at the option of the Landlord and tenant hereby expressly waives notice of exercise of such option. Tenant hereby agrees that should it become necessary for Landlord to resort to legal proceedings due to the Tenant's default, THE TENANT WILL PAY TO US A SETTLEMENT FEE AND ALL DAMAGES CONNECTED WITH SUCH LEGAL PROCEEDINGS, IT SHALL BE WITHIN THE SOLE DISCRETION OF LANDLORD TO ACCEPT THE SETTLEMENT STATED ABOVE. Failure of the Tenant to pay rental current until the last day of the term of this lease or any renewal thereof, shall, at the sole option of the Landlord, (1) make Tenant responsible for the cost of refurbishing the Premises for an incoming resident; and (2) make Tenant responsible for all rental and late charges Landlord shall be entitled to between the time Tenant vacates the Premises and the time said Premises are re-occupied, said payment shall not exceed the term of the lease; and (3) make Tenant responsible for an agreed Three Hundred Dollar (\$300.00) re-rental fee to cover administrative expenses anticipated in re-renting the Premises.

XX. PROHIBITED CONDUCT. Tenant and Tenant's occupants or guests may not engage in the following activities; unlawful activity, 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 operation; manufacturing, delivering, possessing any illegal drug or narcotic, or drug paraphernalia as defined by law. Tenant may not possess a weapon prohibited by state law; discharge a firearm in or near the apartment community; display or possess a gun, knife, or other weapon in the common areas in any way that may alarm others; store any hazardous materials in or on the property; tamper with utilities or telecommunications; or injure our reputation by making bad faith allegations against us to others.

XXI. ENTIRE AGREEMENT. The Lease and attached Addenda are the entire agreement between the Landlord and the Tenant. No representations oral or written, not contained herein or attached hereto, shall bind either party. The Landlord's agents (including management personnel and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have the authority to make promises, representations or agreements which impose duties or obligation on the Landlord unless done in writing.

Initials _____

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

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

Community: The View at Polaris

Tenant's Signature Chandan Patel

Date

Agent for Owner: Cindy Ary

Tenant's Signature anupama kumari

Date

NP/FG LLC

Owner

Tenant's Signature

Date

Tenant's Signature

Date

Name and Address of Landlord/Agent:

OAKWOOD MANAGEMENT COMPANY

6950-A Americana Parkway

Reynoldsburg, Ohio 43068

Current Phone Number

Tenant agrees to provide a phone number to Landlord at the same time the move in checklist form is returned to Landlord.

chanda_patelsum@yahoo.com

Current Email Address

OAKWOOD ACCOMODATING SERIES

RENT CONCESSION ADDENDUM

THE LEASE, dated **07/15/2018** for the premises commonly known as **672 Lumination Avenue, Apt. J, Columbus, OH 43240** between Oakwood Management Company, hereinafter the Lessor, and **Chandan Patel and anupama kumari**, hereinafter jointly and severally the Lessee, agree that the covenants and agreements contained herein are binding as though they were contained within the Lease:

1. The Lessor has given, and the Lessee has accepted, certain monetary concessions, as itemized in paragraph 3 below, as an inducement for Lessee to enter into the overlying Lease.
2. Should the Lessee default on any terms of the Lease including but not limited to the fulfillment of the Lease to its expiration and payment of all monies when due, then the concessions granted in paragraph 3 below shall become immediately due and payable.
3. As an inducement to enter into the Lease, the Lessee has received **First month free plus 200 off 2nd month** with a total value of **(\$1,125.00)**, subject to the above conditions.
4. This addendum bears the same expiration date as the Lease hereby amended and will not be renewed by any subsequent renewal of the Lease.

This addendum is entered into and agreed upon this **15th** day of **July, 2018** .

Oakwood Management Company

Lessee Chandan Patel

Agent for Owner Cindy Ary

Lessee anupama kumari

The View at Polaris
Community Name

Lessee

OAKWOOD MANAGEMENT COMPANY

MOLD AND MILDEW PREVENTION ADDENDUM

This Mold and Mildew Prevention addendum (the "Addendum") dated **07/15/2018** is attached to and made part of the Lease and any renewals for the premises commonly known as **672 Lumination Avenue, Apt. J, Columbus, OH 43240**. County of **Delaware** between **Oakwood Management Company**, hereinafter the Lessor, and **Chandan Patel and anupama kumari** hereinafter jointly and severally the Lessee, agree that the covenants, requirements, and agreements contained herein are binding as though they were contained within the Lease.

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Resident agrees to clean and dust the unit on a regular basis and remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating ventilation or air-conditioning ducts in the unit. Resident also agrees to immediately report to the managers offices in writing (1) any evidence of a water leak or excessive moisture in the unit, as well as in any storage room, garage or any other common area; (2) any evidence of mold or mildew like growths that cannot be removed by simply applying a household cleaner or wiping the area. Resident further agrees that Resident will be responsible for damage to the unit and Residents property as well as injury to Residents and Occupants resulting from Residents failure to comply with the terms of this Addendum.

In the event of any conflict of any terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

You are required to report immediately in writing any type of mold growth in your apartment.

This addendum is entered into and agreed upon this **15th** day of **July, 2018** .

Oakwood Management Company

Lessee Chandan Patel

Agent for Owner Cindy Ary

Lessee anupama kumari

The View at Polaris
Community Name

Lessee

OAKWOOD MANAGEMENT COMPANY

SPECIAL PET RESPONSIBILITY CLAUSE ADDENDUM TO LEASE

The lease dated **07/15/2018**, for the premises commonly known as **672 Lumination Avenue, Apt. J, Columbus, OH 43240**. Between **OAKWOOD MANAGEMENT COMPANY**, hereinafter the Lessor, and **Chandan Patel and anupama kumari** hereinafter jointly and severally the Lessee, agree that the covenants and agreements contained herein are binding as though they were contained within the Lease:

It is hereby agreed by and between the Lessor and the Lessee that the Lessor will allow the Lessee to have in the designated premises under the following agreed terms:

n/a cat (s), neutered (written verification from veterinarian must be supplied).

n/a dog(s), spayed or neutered, pounds or under at full growth.

All pets must be licensed and up to date on all shots (verification from veterinarian required).

Rottweiler, Chows, Pitt Bulls and Doberman breeds of dogs are strictly prohibited. This applies to pure bred and mixed breed dogs that have similar physical and behavior characteristics or lineage.

1. Description of pet:
(A photo will be taken of your pet and added to your resident file for identification purposes.)
2. Lessee agrees to pay a **\$0.00 non-refundable pet fee** at the signing of this addendum.
Lessee also agrees to pay an additional pet rent of **\$0.00** per month.
3. The pet will not be allowed out of the unit unless it is accompanied by the owner. Pets are not to be tied to a stake, fence post, etc.
4. Pets must be curbed at all times and any mess must be cleaned up at once by owner.
5. That any damages to the unit building, grounds, flooring, walls, trim, finish, tiles, carpeting, stains, etc. will be the full responsibility of the Lessee and that Lessee agrees to pay the cost involved in restoring any damage to original new condition. If, because of any such stains or chemicals to remove same, said damage is such that it will not remove, the Lessee hereby agrees to pay full cost and expense of replacing such materials.
6. It is further understood and agreed that the Lessee agrees to put the pet (s) out for board for the balance of the lease should it be necessary because of any noises, damages to the building or unit occupied, or any complaint from other residents regarding any of these items.

This addendum is entered into and agreed upon this **15th** day of **July, 2018**.

Lessee Chandan Patel

Agent for Owner Cindy Ary

Lessee anupama kumari

The View at Polaris
Community Name

Lessee

Date

OAKWOOD MANAGEMENT COMPANY

SATELLITE DISH ADDENDUM

The Lease dated **07/15/2018** for the premises commonly known as **672 Lumination Avenue, Apt. J, Columbus, OH 43240** between **Oakwood Management Company**, hereinafter the Lessor, and **Chandan Patel and anupama kumari** hereinafter jointly and severally the Lessee, agree that the covenants, requirements, and agreements contained herein are binding as though they were contained within the Lease.

The Lessor does hereby agree to allow the installation of one satellite dish subject to the following provisions and requirements:

1. Dish must be one meter or less in diameter.
2. Dish must be installed in an area that is totally within the exclusive use of the resident, this includes balconies and patios.
3. No holes may be drilled in outside walls, roofs, fences or windows.
4. No part of the dish can extend beyond the balcony railing line.
5. No dish may be installed on rooftops, windowsills, common use balconies or stairwells, outside walls, or any common areas.
6. Resident(s) agrees to hold harmless any employee, agent, manager, or owner and assumes total responsibility for any personal or physical damage to property or persons as a result of damage or injury caused by the dish or the installation of the dish.
7. Resident(s) is required to provide proof of liability insurance rider adequate to fully cover claims that may be made by the property owner/manager or third parties as a result of damage or injury caused by the dish or installation of the dish. This insurance rider shall be not less than \$100,000 and the name of the owner and Oakwood Management Company as additional interest.
8. Installation of the satellite dish must be done by a professional installer. Detailed installation plans must be provided **PRIOR** to installation. The hook-up to an inside receiver must be made by either a flat cable under a sliding door or by means of a device on a window that allows a signal to pass through the glass. No cable is to be run through the walls, no holes are to be drilled in the walls, roofs, windows, etc.
9. No existing wires or cables are to be spliced into this; it must be a stand-alone system.
10. Upon vacating the apartment, resident(s) does hereby agree to return the area of installation to the original condition at their expense.

****Upon receipt of the above required documentation and detailed plans describing the installation, the owner will allow permission for the use of the satellite dish. It is STRONGLY recommended that no device be purchased or contracted for until such permission has been granted.**

This addendum is entered into and agreed upon this **15th** day of **July, 2018**.

Oakwood Management Company

Lessee Chandan Patel

Agent for Owner Cindy Ary

Lessee anupama kumari

The View at Polaris
Community Name

Lessee

REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement for the unit located at **672 Lumination Avenue, Apt. J, Columbus, OH 43240** in the community of **The View at Polaris**. For the duration of the Lease Agreement, Lessee ("Resident") is required to obtain and thereafter maintain a minimum level of liability insurance coverage (defined below):

- \$100,000 Limit of Liability for Resident's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, and falling objects.
- Resident is required to furnish Lessor ("Landlord") with evidence of Minimum Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Resident does not have Minimum Required Insurance, Resident is in breach of the Lease Agreement and Landlord shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Minimum Required Insurance coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase.
- If Resident furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Resident does not maintain Minimum Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Landlord, who may schedule the Resident's unit for coverage under the Tenant Damage Waiver program ("TDW"). The coverage provided under the TDW will provide the Minimum Required Insurance coverage listed above to the extent of the lesser of \$100,000 or the applicable deductible in Landlord's commercial insurance policy. An amount equal to the total cost of the TDW coverage shall be charged to Resident by the Landlord. Some important points of this coverage, which Resident should understand are:
 1. TDW coverage is not personal liability insurance or renters insurance. Landlord makes no representation that TDW covers the Resident's personal property (contents), additional living expense or liability arising out of bodily injury to any third party. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident's choice.
 2. The total cost to the Resident for the Landlord obtaining TDW coverage shall be eleven dollars and no cents (\$11.00) per month **and will not be prorated except for the first and last months of the lease.**
- If Resident obtains Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident's choice, Resident agrees to:
 1. Name the Property Name as an additional interest.
 2. Name Alta Program Insurance Agency, LLC as a certificate holder
- Resident may purchase Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident's choice at any time and coverage under the TDW will be terminated by the Landlord.

Resident agrees to pay Landlord this amount in addition to all other obligations in the Lease Agreement. Resident also agrees the cost of this TDW will be considered additional rent for purposes of the Lease Agreement. Resident understands that any liability insurance Landlord purchases under this section will not cover you for loss or damage to your personal property—only a renter's insurance policy does this.

_____ Resident Signature	_____ Resident Signature	_____ Resident Signature	_____ Agent, for Owner
Chandan Patel _____ Resident Printed Name	anupama kumari _____ Resident Printed Name	_____ Resident Printed Name	Cindy Ary _____ Agent's Printed Name
_____ Date	_____ Date	_____ Date	_____ Date

OAKWOOD MANAGEMENT COMPANY

UTILITY ADDENDUM FOR WATER/SEWER & TRASH SERVICE

This Utility Addendum is incorporated into THE LEASE dated 07/15/2018 for the premises commonly known as 672 Lumination Avenue, Apt. J, Columbus, OH 43240 between **Oakwood Management Company**, hereinafter the Lessor, and Chandan Patel and anupama kumari hereinafter jointly and severally the Lessee, and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Lessee shall be responsible for paying Buckeye Utility Billing Services for the cost of all water, sewer and trash services, if applicable, used by the Lessee. Lessee agrees to pay a (\$10.00) ten dollar one time non-refundable set-up fee at the start of service and no more than (\$6.00) six dollars a month as an administrative fee for the water and sewer service. If applicable, an additional administrative fee of no more than (\$2.00) two dollars will be charged on the trash service billing.
2. When billed by Buckeye Utility Billing Services, you must pay utility bills within fifteen (15) days of the issue date at the place indicated on your bill. If a payment is late, you will be responsible for a late fee in the amount of (\$5.00) five dollars per month. 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.
3. Lessee will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or water, sewer and trash charges on the apartment. If you breach the Lease, you will be responsible for water, sewer and trash charges for the time period you were obligated to pay for the services under the Lease, subject to our mitigation of damages. **All final billings from Buckeye Utility Billing Service will be charged to you through the Statement of Account that you will receive from Oakwood Management Company after your move-out.**
4. The Lessor will not be liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release Lessor from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
5. Lessee agrees not to tamper with, adjust, or disconnect any utility 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 and this Utility Addendum.

This addendum is entered into and agreed upon this 15th day of July, 2018.

Community	The View at Polaris	Tenant's Signature Chandan Patel	Date
Agent for Owner	Cindy Ary	Tenant's Signature anupama kumari	Date
		Tenant's Signature	Date
		Tenant's Signature	Date

Oakwood Management Company

FITNESS CENTER ADDENDUM

1. I understand that the Apartment Community/Oakwood Management Company assumes no liability for my use of the fitness center facilities.
2. Minors age 14 and under must be accompanied by an adult in the fitness center.
3. I understand that my privileges of utilizing the fitness center may be revoked for (but not limited to) the following reasons:
 - A.) Misuse of the equipment.
 - B.) Theft or property damage
 - C.) Allowing non-residents to use my access card.
4. Oakwood Management is not responsible for notifying residents of a disruption in service of any of the exercise equipment or the after hours access door.
5. I will notify rental office of any problems or concerns with any of the exercise equipment.
6. I understand that the fitness center is for resident use only. I agree not to lend my card(s) out to non residents.
7. I acknowledge I have received 1 card that will allow access into fitness center.
8. I acknowledge I will be completely responsible for the access card and agree to pay a \$75.00 replacement fee per card that is not returned upon my move out for any reason, including cards that are lost, stolen, and/or damaged, or the purchase of an additional card.

Lessee _____

Oakwood Management Company

Lessee _____

Agent for Owner Cindy Ary

Lessee _____

Community Name The View at Polaris

Lessee _____

672 Lumination Avenue, Apt. J, Columbus, OH
43240
Unit Address

Oakwood Management Company

NO GRILLS ADDENDUM TO LEASE

THE LEASE dated 07/15/2018 for the premises commonly known as 672 Lumination Avenue, Apt. J, Columbus, OH 43240 between Oakwood Management Company, hereinafter the Lessor, and Chandan Patel and anupama kumari hereinafter jointly and severally the Lessee, agree that the covenants and agreements contained herein are binding as though they were contained within the Lease.

The Ohio Fire Code, Section 308.3.1, prohibits the operation of a charcoal burner, or any other open-flame cooking device on combustible decks and balconies.

Therefore, grills of any type will not be allowed in our community.

THIS ADDENDUM is entered into and agreed upon this 15th day of July, 2018.

Lessee

Oakwood Management Company

Lessee

Agent for Owner

Cindy Ary

Lessee

Community Name

The View at Polaris

Lessee

Oakwood Management Company

PACKAGE RECEIPT ARRANGEMENT

This agreement grants permission to Oakwood Management employees to drop off any packages and mail received at the rental office on your behalf. Our employees may place your packages inside your apartment for the sole purpose of providing convenience to the resident and to help ensure no loss of packages and mail.

If applicable:

- 1) Due to limited storage space, all packages must be picked up and signed for within 72 hours after delivery.
- 2) Arrangements need to be made to pick up package during normal office hours.
- 3) The rental office staff and its management company doesn't accept any responsibility for lost, misplaced, or damaged packages.

This agreement is entered into and agreed upon on this date: 07/12/2018

Lessee _____

Oakwood Management Company

Lessee _____

Agent for Owner Cindy Ary

Lessee _____

Community Name The View at Polaris

Lessee _____

672 Lumination Avenue, Apt. J,
Columbus, OH 43240
Unit Address

Oakwood Management Company

POOL ADDENDUM

1. Pool hours are from 10:00 am to 10:00 pm Monday-Thursday, 10:00 am to 11:00 pm Friday-Sunday.
2. Resident(s) must always have their pool pass during any pool visit.
3. No glass objects are permitted in the pool area.
4. Please pick up all trash.
5. No running in the pool area. No horseplay or throwing anyone in the pool.
6. Radios and jam boxes are to be played at a minimum.
7. NO pets allowed in pool area. NO bicycles or scooters in pool area.
8. Persons under 14 years of age must be accompanied by an adult.
9. Anyone under the age of 18 is not permitted to be responsible for a minor in the pool. SWIMMING ALONE IS NOT RECOMMENDED.
10. The pool is restricted to resident(s) and their guests. Only 2 guests allowed per household and must be accompanied by lease holder.
11. Drunkenness or obscene language will not be tolerated.
12. Swimmers with open sores or wounds are not allowed in the pool.
13. All swimmers must wear proper swimwear. Cutoffs, thongs, jeans or diapers are not allowed.
14. Swim at your own risk. We are not responsible for any accidents or injuries.
15. Site assumes NO liability for my use of the pool area.
16. Site is not responsible for notifying resident(s) of any problems or concerns with the pool.
17. No tampering with safety equipment unless an emergency warrants it.
18. All pool furniture is to remain at the pool and not placed inside the pool or allowed to be removed outside the pool area. Any furniture damaged deemed by non-regular usage will make the lessee responsible for the cost to replace it.
19. If a pool pass is lost/stolen, or not returned at move out, there will be a \$25.00 charge to replace it.
20. The manager may deny the use of the pool to anyone without notice.
21. I understand that my privileges of utilizing the pool may be revoked for (but not limited to) the following reasons:
 - a. I lend out my pass.
 - b. I misuse the pool equipment or area.
 - c. I damage property.

THESE POLICIES ARE FOR YOUR PROTECTION & WILL HELP YOU TO HAVE A FUN TIME AT THE POOL
EMERGENCY NUMBER – 911

This Addendum is entered into and agreed upon this 07/12/2018 date:

Lessee

Oakwood Management Company

Lessee

Agent for Owner Cindy Ary

Lessee

Community Name The View at Polaris

Lessee

Unit Address 672 Lumination Avenue, Apt. J, Columbus, OH 43240

Oakwood Management Company

PATIO/PORCH/BREEZEWAY/BALCONY COMPLIANCE ADDENDUM

To maintain the integrity of the property, reduce fire hazards and other safety concerns, Lessee shall comply with the following:

1. Patios/porches/breezeways/balconies are to be kept in clean and neat condition at all times.
2. Patios/porches/breezeways/balconies are not to be used as storage areas.
3. No trash containers are allowed to be kept or stored on any patios/porches/breezeways/balconies at any time.
4. Indoor furniture of any kind must be disposed of properly and not stored on the patios/porches/breezeways/balconies.
5. Only appropriate outdoor furniture is allowed on patios/porches and balconies.
6. Absolutely NOTHING is permitted in the breezeways.
7. Charcoal Grills & Fire Pits are strictly prohibited.
As stated on page three of your lease agreement under the rules and regulations section, "The Ohio Fire Code, Section 308.3.1, prohibits the operation of a charcoal burner or any other open flame cooking device on combustible decks and balconies."
8. Gas Grills are permitted on porches/patios as long as the regulations in the lease are met.
9. Absolutely no grills are permitted in the breezeways.
10. Seasonal decorations must be taken down in a timely manner.
11. Flowers and plants must be maintained properly. Lessee is responsible to remove any dead plants/flowers that they planted. Overgrown plants/bushes/flowers are not allowed. Potted plants or flowers are permitted.
12. No exercise or camping equipment is permitted on porches/patios/breezeways/balconies.
13. Removable screen doors are not permitted.
14. All lighting features must be on your porch/patio/balcony. They cannot be in the grass/mulch area in front or behind your apartment.
15. No towels, clothes, or any other objects shall be suspended from porches/patios/balconies.
16. No brackets are permitted to be attached to the exterior of the building.
17. No cigarettes are to be thrown in the grass, around your apartment or mulch beds.
18. No gates. No pets are to be tied to any part of the patio/porch/balcony/breezeway.
19. Resident(s) are responsible for weeds in the patio and porch areas.
20. No toys or bikes can be left outside or stored on the patios, porches and balconies.
21. If applicable no awnings, hammocks, and umbrellas are allowed. No trash bags, dog waste bags, coolers, etc. are permitted on the patios, balconies, porches and breezeways.

This agreement is entered into and agreed upon on this DATE: 07/12/2018

Lessee _____

Oakwood Management Company

Lessee _____

Agent for Owner Cindy Ary

Lessee _____

Community Name The View at
Polaris

Oakwood Management Company

Lessee _____

672 Lamination Avenue, Apt. J,
Columbus, OH 43240
Unit Address

SMOKE FREE ADDENDUM

This Addendum to Residential Lease is entered into this 15th day of July, 2018 by and between Oakwood Management Company (hereinafter "Landlord") and Chandan Patel and anupama kumari (hereinafter "Tenant").

The undersigned Tenant agrees that the covenants and agreements contained herein are binding as though they were contained within the lease.

Recitals

WHEREAS, on the 15th day of July in the year 2018 Landlord and Tenant entered into a lease agreement for the premises known as 672 Lumination Avenue, Apt. J, Columbus, OH 43240 (hereinafter "Subject Premises"); and

WHEREAS, Tenant desires to reside in a non-smoking community, and Landlord is aware of the ill effects caused by second hand smoke; and

WHEREAS, the Environmental Protection Agency classifies second hand tobacco smoke (SHS) as a class "A" carcinogen, Proposition 65 (the Safe Drinking Water and Toxic Enforcement Act),

Agreement

1. "Smoking" is hereinafter defined as inhaling, burning or carrying a lighted cigar, cigarette or other combustible tobacco product in any manner or in any form.
2. Non-Smoking Rules: Landlord and Tenant hereinafter agree that smoking is prohibited within all units of the apartment community, within the common areas, common rooms, recreation areas, laundry facilities, parking lots and/or facilities, mailbox areas and/or pool areas.
3. Sales Contingency: Tenant further acknowledges that Landlord is instituting this Non-Smoking Program subject to Landlord's abilities to lease all units in this Apartment Community as "Non-Smoking Units". Tenant expressly understands that Landlord reserves the right to allow smoking in certain units or buildings if Landlord cannot lease sufficient "Non-Smoking" units in the community to make the community economically viable. Landlord, in its sole discretion, shall determine the economic viability of the complex, and Landlord shall have sole discretion to designate smoking and non-smoking units. Notwithstanding the foregoing, all common areas in or about the community shall remain "Non-Smoking" areas.
4. Recourse upon exercise of Contingency: In the event Landlord cannot market the property sufficiently as a non-smoking community to create sufficient occupancy to be economically able to maintain a non-smoking community, Landlord may transfer Tenant to another building that is non-smoking within the complex. In the event that Tenant is not willing to agree to a transfer to another building, Tenant's remedy under this agreement will be to terminate their lease agreement effective at the end of the calendar month of their election.

5. Material Violation of Lease: Tenant expressly acknowledges that Landlord shall have the right to institute an action for restitution of the premises if Tenant fails to abide by the Non-Smoking Policy contained in this agreement. Tenant's failure to adhere to the terms of this addendum shall constitute material non-compliance with Tenant's lease agreement, and Landlord shall have the right to evict Tenant for a violation upon providing Tenant a 3-day notice of termination in compliance with R.C. § 1923.04.
6. Guests and Invitee: Tenant further acknowledges that this addendum shall apply to all guests and invitees of Tenant, and any smoking as defined in this agreement by any guest or invitee of Tenant shall constitute material non-compliance pursuant to paragraph four (4) herein.
7. Both parties to this agreement acknowledge that the terms and conditions contained herein are binding as though they were contained in the parties' original lease agreement; this Addendum further constitutes the entire agreement between the parties.

This Addendum is effective on the date first written above.

Lessee

Date

Lessee

Date

Lessee

Date

Lessee

Date

Cindy Ary
Agent for Owner

The View at Polaris
Community Name