



Lease Agreement

This lease (hereinafter referred to as the Lease) is made on **4/12/2021**, by and between **Cemac Properties** (hereinafter referred to as the Landlord) and **Dustin Riley, Kelsey Foster**, (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: **19 W. 1st Columbus, OH 43201, Unit#: 101**

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 **4/24/2021** and ending on **4/30/2022**

III. RENT. The Tenant agrees to pay as rent for the Premises the total sum of \$19800.00 dollars at the rate of **\$1650.00** dollars per month plus: **\$100.00** per month for: Pets: **2** Garage/Parking Space: **1**

Equals a total monthly payment of: **\$1750.00**

This monthly installment is 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: **Lykens Companies LLC located at 1086 N. 4th Street, Suite 109, Columbus, Ohio 43201** 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 **\$340.00 (\$100.00 Holding fee credited)** covering the period of your first month, shall be payable in advance, **Rent is due on or before the first day of each month (the due date). Tenant has until 5:00 PM on the fifth (5th) of each month to submit or pay all monthly payments due to Landlord before late penalties are assessed. If a payment tendered by Tenant is returned for insufficient funds it shall not be deemed to have been timely made by Tenant regardless of when the payment was first presented. Tenant agrees to pay a late charge of \$50.00 per week after 5:00 PM on the fifth (5th) of each month if there is a past due balance. Your rent must be received by the 1st day of the month, make sure that you allow sufficient time for mail service. Tenant's obligation to Landlord under this Article shall survive any cancellation, termination, or expiration of this Lease.** All late funds received shall be applied to: dishonored check charges; late charges; damage charges; utility charges; delinquent rent; current rent; in that order.

Rent must be paid electronically via automated clearing house (ACH) debit payments, or with online credit/debit card payments. Tenant agrees to all applicable fees. In the event that payment is made by any method other than ACH debit or credit/debit card, there will be an additional administrative charge of \$50.00 due in addition to the monthly rental obligation each time such other payment method is used. If Tenant elects to pay via paper check, the Landlord will only accept one check (no separate checks for single payment). 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.

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.

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. (Eviction settlement fee is **\$350.00**). 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 and further:

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 relating to controlled substances. A criminal conviction shall not be necessary before the Landlord can institute an eviction action.

It is Landlord's policy not to rent to any registered sex offender under any circumstance. If you or any household member occupies the premises and is a registered sex offender at any time during the lease term, any renewal thereof, or otherwise during your tenancy; landlord shall have the immediate right to terminate tenancy, issue a three (3) day notice to vacate, and initiate an eviction action at your cost.

I hereby acknowledge I am not a registered sex offender, and if I become a registered sex offender I will be subject to an eviction.

Name: Dustin Riley

DMR

DMR

Name: Kelsey Foster

KJF

KJF

V. SECURITY DEPOSIT. Tenant acknowledges that a deposit in the amount of **\$500.00** has been paid to the Landlord 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 first and 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 (reference cost for services sheet for detail), 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. 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 listed tenants shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy, including negligence. Tenant specifically acknowledges that a reasonable amount for carpet cleaning charging (per cost for services) will be deducted from Tenant's security deposit. Valid receipt for steam cleaning the carpets must be provided at move-out to waive the carpet cleaning fee set forth in the cost for services section. In addition, tenant also agrees to all items stated in “Cost for Services” Addendum

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 & Parking Passes. The Tenant will be provided 2 apartment key(s). and 2 mail box key(s) as well as 1 Parking passes. These keys/passes may not be duplicated. There will be a \$ 100.00 re-keying charge for any of these keys not being returned upon vacating and a \$50 charge for parking passes not returned. Please review the Cost for Service addendum for detail on all fees related to keys, locks, parking passes and subsequent replacement policies.

VII. MOVE OUT NOTICE AND RENEWAL. Tenant covenants and agrees that upon the expiration of the term of this Agreement, or upon the termination of this Agreement for any cause, Tenant shall yield immediate possession to Landlord and return all keys, including mailbox keys and parking passes, if applicable, for said premise to Landlord. **Tenant agrees to notify Landlord by, 02/28/2022, of intention to renew lease.** All notices must be in writing. **Verbal notice to vacate or renew the premise is not sufficient** and will not be binding. If notice is not provided Landlord will immediately place the apartment up for lease. Showing/tours of the unit will begin immediately after notice of non-renewal. If tenant moves out on or after the first day of the month (unless specifically provided for in this Agreement), Tenant shall be responsible for the rent payment for the entire month and for any damages for unpaid rent to the end of the term. Failure to deliver keys to the Landlord or its agents upon expiration of this agreement constitutes, at the option of the Landlord, a renewal of this agreement for an additional one (1) month period. ALL MOVE-OUTS MUST TAKE PLACE BY NOON on the last day of the month unless otherwise agreed to in writing (Should move-out not take place by this time a fee equal to the monthly rental rate will be assessed.) No per diem agreements will be entered.

Tenant(s) are responsible for all payments through the end of their lease. If a tenant decides to vacate the premise before the end of their lease term, the tenant is still fully responsible for all contractual lease payments set out in this document. **However, should the tenant need to terminate their lease early, the early lease termination fee is equivalent to one month rent with forfeiture of the security deposit. Tenant must provide a minimum of 60 day(s) notice in writing and dated for the first day of the month you are giving notice you are responsible for rent through your 60 day notice. The early lease termination is not applicable for the months between October - February.**

VIII. ABANDONMENT OF PROPERTY. We or law officers may remove all property remaining in the apartment or in communal 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. Tenant shall immediately place all required utilities in his/her name with the appropriate utility company as of the lease start date. Tenant shall not allow utilities, other than cable TV & internet (only Spectrum is permitted), to be disconnected by any means (including non-payment of bill) until the end of the Lease term or renewal period. Tenant expressly agrees and understands that their water bill is either administered by Guardian Water and Power, whereas the unit is sub-metered **or** Tenant expressly agrees that water will be metered by a house meter (in the Landlord's name) and will be billed back to Tenant based on the RUBS system by number of units in the building. Tenant further agrees that they will be responsible for any late fees associated with late payment of water. **Water bills that come due are to be paid with Rent within thirty (30) days or at the beginning of the following month (whichever comes first).** All water bills that remain

unpaid after thirty (30) days will incur Late Fees of \$50/week. Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during Tenant's responsibility under the Lease. Utilities shall be used only for normal household purposes and not wasted. Failure to pay utilities or properly place utilities into Tenant's name, or disconnection of the electric or gas service due to non-payment by Tenant for more than five (5) days shall be considered material non-compliance under this Lease. Tenant acknowledges and agrees that applicable final utility charges will be deducted from Tenant's security deposit.

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 per occurrence.

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. Tenant is authorized to have 2 Pets (detail in Pet Addendum). *Please be advised that not all of our communities allow 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 (\$75/month with \$300 non-refundable deposit). 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. INSURANCE. Tenant will be responsible for insuring all of the Tenant's personal property within the Premises. Therefore, Tenant should purchase a Renter's Insurance policy, and the Tenant hereby releases the Landlord of all risk that can be insured thereunder.

XII. USE 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 on 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. Clean stainless-steel appliances with stainless-steel cleaner only. **Tenant is also responsible for changing furnace filter once per quarter, or four (4) times annually;**
- 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 (given at least 24hr notice);
- K. Conduct himself, and require persons in his household and persons on the Premises with his 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 as per the Community Rules and Regulations. Tenant is responsible for battery 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. 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. Smoking: this is a non-smoking unit which prohibits any form of smoking within the unit; all smoking must occur in exterior areas and must not occur within 20 feet of any neighbor's windows or doors. Smoking is also prohibited in all interior common areas.
- P. Tenant is responsible for removing snow and ice from sidewalks in the premises and stairways leading to the premises.
- Q. Obtain permission from rental office before mounting televisions to any surface in the unit. Installation of mounts must be performed by a professional.

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 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 72 hours 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 screen, smart devices such as thermostats, alarm panels, deadbolts, cameras. Any subsequent damage from the improper installation without landlord consent will constitute a breach of the lease terms. 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 excepted. 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. 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 submission of a work order/service ticket requesting that the Landlord or Landlords agent make repairs to the premise constitutes entry into the unit to make requested repairs without twenty-four (24) hour notice. **The Landlord reserves the right to enter the Premises without notice in case of emergency;** detailed below:

- Water leaks/ broken pipes (does not include drip in a sink or shower)
- Fire or smoke (Call 911 first)
- No power (**first call your electric provider** to ensure there is not a problem with their service or a storm related outage)

- No heat (Only if the temperature in your residence is below sixty **60 degrees**)
- No A/C (Only if the temperature is higher than **85 degrees inside unit**)
- No hot water
- Natural gas leak (**Call gas provider first** and then emergency maintenance)
- Clogged toilet **if it's your only toilet (if Lykens Companies responds as emergency, and issue is remedied by plunging toilet, tenant will be billed)**
- Locked out of apartment due to lost or locked in keys: ***ATTENTION!!! PLEASE HAVE PHOTO I.D. VISIBLE TO VERIFY LEASE INFO AND PAYMENT OF \$150.00 WILL BE DUE UPON ARRIVAL OF LYKENS TEAM MEMBER.***

The Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease. Any maintenance request constitutes open entry into the unit to fix the issue. If Tenant installs personal security/alarm system, it is required to provide the code to the landlord, **in writing**, so that in the event of an emergency, the Landlord can enter easily.

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. Landlord shall not be responsible for any damage or injury caused by the failure to keep the premises repaired if the need for said repair was not communicated to the Landlord by the Tenant and was not reasonably within the knowledge of the Landlord. Landlord shall not be liable for damages if Tenant is unable to occupy the above premises as of your lease start date when Tenant's inability is due to circumstances not within the control of the Landlord. 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. The Rules and Regulations are an attachment to the Lease and become a part of the Lease. The Rules were designed with all the Tenant's safety and comfort in mind. Rules and Regulations may be modified at any time by Landlord. Please read the Rules and Regulations. Violation of these Rules is a breach of your Lease.

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

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

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 listed in Paragraph XXIII 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.

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.

XXIII ADDENDA. The following addenda and other provisions attached are a part of the Lease. (As initialed below by Tenant and Landlord). Such Addenda shall be considered incorporated within any subsequent renewal lease or document.

<u>Addenda</u>	<u>Landlord</u>
<u>Lykens Policies & Procedures</u>	<u> X </u>
<u>Costs for Services</u>	<u> X </u>
<u>Non-Smoking Addendum</u>	<u> X </u>
<u>Lead Paint Disclosure</u>	<u> X </u>
<u>Utilities Agreement</u>	<u> X </u>

XXIV MILITARY LEAVE In the event the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where Premises are located, or is relieved from active duty, retires or separates from military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice, on or before the 1st of the month with the lease end date to take place on the last day of the month, to Landlord. The Tenant shall also provide to the landlord a copy of the official orders or a letter signed by the tenant’s commanding officer, reflecting the change, which warrants termination under this clause.

XXV BED BUGS By signing this agreement the Resident acknowledges that the Landlord/Owner has fully inspected the property for bed bugs and found that the property is bed bug free, and therefore if the Resident reports having bed bugs after moving into the property, the Resident is responsible for all bed bug treatments. Resident agrees to reimburse the Landlord/Owner for expenses including but not limited to attorney fees and pest management fees that the Landlord/Owner may incur as a result of the infestation of bed bugs in the apartment. Resident agrees to hold the Landlord/Owner harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation. It is acknowledged that the landlord shall not be liable for any loss of personal property to the resident as a result of an infestation of bed bugs.

XXVI PROPERTY DAMAGE In case of partial destruction or injury to the premises by fire, the elements or other casualty not the fault of Landlord or Tenant, the Landlord shall repair the same with reasonable dispatch after notice of such destruction or injury. In the event said premises are rendered totally uninhabitable by fire, the elements or casualty not the fault of the Landlord or Tenant, or in the event the building of which the above premises are a part (though the premises covered hereunder may not be affected) be so injured or destroyed

that the Landlord shall decide within a reasonable time not to rebuild, the term of this agreement shall cease and rent shall be due only through the date of such injury or damage.

XXVII EMINENT DOMAIN If all or any part of the premises is taken by, or sold under threat of, appropriation, this agreement will terminate as of the date of such taking or sale. The entire award or compensation paid for the property taken or acquired, and for damages to residue, if any, will belong entirely to the Agent and no amount will be payable to the Resident.

XXVIII ADDITIONAL PROVISIONS. _____

BREACH OF CONTRACT: In the event lessee(s) is in default of any of the terms or obligations of this Rental Agreement (which includes non-payment or rent, or any rules or regulations herein or hereafter adopted by the lessor for its buildings, its balconies, its courts, its drives, its parking areas or grounds) and lessor requests lessee(s) to vacate the premises as a result thereof or because of said default by lessee(s), lessor initiates a forcible entry and detainer action, by delivering a notice to vacated the premises to lessee(s) as prescribed by Ohio Law, or lessor files a complaint in forcible entry and detainer with the court, or lessor is awarded a judgment order for restitution of the premises, the mere act of vacating the premises by lessee(s) as a result of any of the foregoing acts does not terminate the obligation of the lessee(s) to pay rent for the remainder of the rental period for which no rent has been paid. Lessee(s) remains liable to lessor for all rent and any other damages incurred until the end of the lease term or when the premises are re-rented, whichever event occurs first.

THIS LEASE SHALL NOT BE BOUND BY ANY TERM, CONDITION, OR REPRESENTATION ORAL OR WRITTEN, NOT SET FORTH HEREIN.
IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease in duplicate on the day and year first written above.

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.

Dustin Riley4/16/2021 3:32:52 PM

Dustin Riley

rileymdustin@gmail.com174.202.40.85

Kelsey J Foster4/16/2021 3:20:30 PM

Kelsey J Foster

Foster.kelseyj@gmail.com174.232.131.86

Zeinab Haji4/19/2021 12:10:59 PM

Zeinab Haji

zeinab@lykenscompanies.com192.168.1.126

AUTHORIZED AGENT OF OWNER