

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("AGREEMENT") is made and entered into in Cleveland, Ohio, Cuyahoga County, Ohio on 3/29/2016 by and between IIP Management LLC referred to as "LANDLORD/AGENT", owner/agent of the premises with its principal place of business at 57 Alpha Park Drive, Cleveland, OH 44143, and Nakeesha Spikes referred to as "TENANT". LANDLORD leases the following described premises to TENANT on the following terms and conditions:

1. PREMISES.

LANDLORD hereby grants to TENANT the right to exclusive residential occupancy and use of the following described premises: 18811 Fairway, Maple Hts., Oh 44137 (the "PREMISES") consisting of a (single family home/duplex/townhouse/multi family unit). LANDLORD generally will NOT provide appliances in the premises; however these premises include ONLY the following noted appliances:

- Stove
- Refrigerator
- Central Air Conditioning
- Other (Specify) _____

Any of the appliances listed above are in the Premises solely for the convenience of the TENANT, LANDLORD MAKES NO WARRANTY OR REPRESENTATION REGARDING THE CONDITION OF SAID APPLIANCES and any desired repairs and or maintenance are strictly the responsibility of the TENANT.

1. LEASE TERM AND RENEWAL.

Said Agreement will commence on the 12/17/2010 for a period of 12 months and expire at midnight on the 12/16/2011.

Month to Month

*NS
WV*

If Tenant, or Landlord, desires that this lease terminate at the expiration of its term, he must give to the other party a written notice at least 60 days prior to the expiration date. Failure by either party to give this required notice will automatically renew this lease for a period of 12 months. In any event, either party must give a 60-day WRITTEN notice to terminate this lease.

TENANT INNIAL _____

2. RENT AND PAYMENT OF RENT.

TENANT agrees to pay LANDLORD as base rent the amount of \$ 918 per month, due and payable on the first of each month during the term of this Agreement The full monthly base rent and any additional charges must be received by IIP Management LLC no later than the fifth (5th) day of the month by 5:00 p.m. If rent is not timely paid as set forth herein, a \$35.00 late fee shall be assessed to the TENANT as well as an additional \$1.00 per day late fee for each day that rent remains unpaid; (subject to applicable law) and LANDLORD, in addition to any and all further accumulated rights pursuant to this Agreement or Ohio

law, may serve the TENANT with a 3 Day Eviction Notice on or after the 6th day of the month. Under no circumstances will LANDLORD accept excuses of any kind or nature for late payment of rent.

TENANT INNITIAL NS

The initial payment of rent and the security deposit under the terms of this Agreement must BE PAID IN CASH on the day of the move in and walk thru. Thereafter, monthly rent may be paid by check or money order unless a rent check is dishonored by the LANDLORD'S bank and returned unpaid. In such event ALL FUTURE RENT PAYABLE BY TENANT shall be by money order, certified funds or cash ONLY. TENANT shall be responsible for any and all fees which LANDLORD incurs in the event of a dishonored check upon presentment of the charges to the TENANT. All rental payments shall be paid directly to the IIP Management LLC or any other address which is provided by LANDLORD to TENANT during the term of this Agreement. **Any rental payments either lost or misdirected in the mail will be considered unpaid until received by LANDLORD and late fees and assessments may be charged. LANDLORD SUGGESTS THAT TENANTS DO NOT MAIL CASH.**

In the event that LANDLORD commences an action in forcible entry and detainer (Eviction) against TENANT, LANDLORD at its sole option may refuse to accept any further tender of rent by TENANT or it may condition the acceptance of future rent on certain additional terms and conditions imposed by LANDLORD including but not limited to the reimbursement of all actual court costs paid by LANDLORD (whether the court action actually proceeds to a Hearing), the payment of administrative fees, expenses and costs associated with the reinstatement of the TENANT and/or that the LANDLORD determines that it will no longer accept personal checks from the TENANT for future rental payments.

4. SECURITY DEPOSIT.

TENANT hereby agrees to pay to LANDLORD a security deposit in the sum of \$ 0 at the commencement of the Agreement. Said security deposit shall be held in the possession of the LANDLORD during the term of this Agreement and shall be refunded to the TENANT with a security deposit disposition sheet, within thirty (30) days of the termination of this Agreement and surrender of possession of the Premises to the LANDLORD, including returning the keys to the premises. The security deposit shall be treated by the LANDLORD in all respects as required by the provisions of Chapter O. R. C. 5321. The security deposit is being held to cover any possible damages or repairs required and any other outstanding charges which are due to LANDLORD after termination and surrender. **IN NO EVENT IS TENANT PERMITTED TO USE THE SECURITY DEPOSIT AS THE LAST MONTH OF RENT DUE UNDER THE AGREEMENT.**

5. HOUSEHOLD COMPOSITION, ADDITIONS, UNAUTHORIZED OCCUPANTS, GUESTS.

TENANT agrees to use the leased premises as a household residence for himself and the following named individuals: Nakeesha Spikes, Calvin Berry Jr Mahoganie Spikes

TENANT further agrees that the use and occupancy of the premises pursuant to this Agreement are for residential purposes only and shall not be used for any business activity, nor to permit, promote or facilitate any illegal or criminal activity including but not limited to drug activity or domestic violence.

Further TENANT agrees that the premises are the **only** place of residence of TENANT, and that TENANT and the permitted occupants or household members listed above shall reside in the premises as a private dwelling, only.

TENANT further agrees to pay the sum of \$ 100 per month for each and every additional person, not named above, who shall occupy the premises in any capacity, excluding births. In the event that TENANT fails to inform LANDLORD of additional persons occupying the premises, LANDLORD may assess the above noted monthly fee retroactively to the commencement date of this Agreement. LANDLORD further agrees to permit, upon the request of the TENANT, an additional **immediate family member** to the household residence, unless LANDLORD is not permitted to do so under applicable law, or in the event that LANDLORD has other just cause to deny the request.

TENANT and members of the household as referenced above are permitted to have guests at the premises provided that reasonable accommodations can be made for the guest(s), for short periods of time which shall be defined as no more than two times per week, or no longer than thirty (30) day consecutive days during any six (6) month period. Any failure by TENANT to comply with this provision in its entirety shall be deemed a material breach of this Agreement.

6. TENANT.

Pursuant to this Agreement TENANT shall refer collectively to all individuals who are named in Paragraphs 1 and 5 above; who are over the age of 18 or reach the age of majority during the term of the Agreement; or who sign the Agreement as a TENANT. All such parties shall be jointly and severally liable for any and all breaches of this Agreement and all damages which ensue there from. Any notices delivered to any of these named parties by LANDLORD or its agents or employees, or by TENANT to LANDLORD or its agent shall bind all parties signing this Agreement or otherwise defined as TENANT hereunder.

7. RENTAL APPLICATION.

TENANT acknowledges that he completed a Rental Application prior to executing this Agreement and that he acknowledges that he expected LANDLORD to rely on all of the information contained in said Rental Application. In the event that TENANT has made any material misrepresentation or falsely or fraudulently completed the Rental Application, such action shall be considered a material breach of this Agreement and shall be sufficient grounds for termination of the Agreement.

8. UTILITIES.

TENANT shall be responsible for prompt payment of utilities, including but not limited to gas, electric, telephone and cable or satellite television service. Water, Sewer and Trash collection is the responsibility of the LANDLORD. **Tenant may not** use or consume water other than for drinking, lavatory, and toilet purposes, or in unusual quantities (of which fact Landlord will reasonably judge), without first obtaining Landlords prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. It shall be the sole obligation of the TENANT **to transfer all utilities into the name of the TENANT effective upon the move-in date. TENANT shall maintain electric and gas service in his name during the entire term of this Agreement.** TENANT shall immediately reimburse LANDLORD for any and all utility charges, including charges for municipal waste collection, which may be charged to LANDLORD, upon presentment of notice by LANDLORD that it has been charged for any utility service which is the responsibility of the TENANT, or shall agree that LANDLORD may deduct these charges from the security deposit in the event that these charges remain unpaid at the termination of this Agreement.

9. TENANT OBLIGATIONS.

TENANT agrees to meet all TENANT obligations as set forth pursuant to Ohio law and this Agreement, including but not limited to the following:

- A. Comply with all obligations primarily imposed upon TENANTS by applicable provisions of building and housing codes materially affecting health and safety.
- B. Keep that part of the premises occupied and used by TENANT as clean and safe as the condition of the premises permit.
- C. Dispose from the dwelling unit all ashes, rubbish, garbage and waste in a clean and safe manner.
- D. Keep all plumbing fixtures in the dwelling unit or used by the TENANT as clean as their condition permits.
- E. Use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in a safe and reasonable manner.
- F. Shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises and shall not knowingly permit any other person to do so.
- G. Conduct himself and require any other person on the premises with his consent to conduct himself in a manner that will not disturb the peaceful quiet enjoyment of the neighbors, neighborhood or the premises.

TENANT warrants that he will meet the above obligations and conditions in every respect and acknowledges that failure to perform the obligations set forth herein shall be considered a material breach of this Agreement and grounds for termination of this Agreement in accordance with Ohio law.

10. ASSIGNMENT AND SUBLETTING.

TENANT shall NOT assign this Agreement nor sublet any part of the premises without the express written consent of the LANDLORD. Further TENANT shall not permit any other occupants in the premises not previously named in Paragraph 5 above, without the express permission of the LANDLORD and payment of the surcharge set forth hereinabove.

11. LEGAL OBLIGATIONS.

TENANT acknowledges by signing this Agreement, he has incurred certain legal obligations, including but not limited to the timely payment of rent and other billed charges during the term of this Agreement. TENANT shall be liable for any past due rent owed and for any future unpaid rent and damages should TENANT vacate or abandon the premises prior to lease expiration. **TENANT acknowledges that any default in this Rental Agreement could result in the filing of legal proceedings against TENANT, and that LANDLORD may proceed with post judgment enforcement including but not limited to wage garnishment or attachment of current or future assets.**

12. ABANDONMENT.

Should TENANT leave the premises unoccupied for a period of fifteen (15) days without payment of rent in advance or while in default for past due rent which remains unpaid (or without notice to LANDLORD), LANDLORD shall have the right to take immediate possession of the premises and prohibit the TENANT from returning to occupy the same unless such action by LANDLORD is prohibited by applicable law or Ordinance. LANDLORD shall also have the right to remove and dispose of any personal property, garbage, waste or trash left behind, pursuant to applicable law or Ordinance governing the same and upon the posting of all necessary required Notices to TENANT on the premises.

At the expiration of the term and/or surrender or vacation of the premises by TENANT, any property not removed by the TENANT shall be considered abandoned and may be disposed of by LANDLORD pursuant to applicable law.

13. CONDITION OF PREMISES UPON MOVE-IN; MOVE-OUT CHECKLIST

TENANT acknowledges that the Premises were inspected prior to or at the time of move-in and that a Move-in Checklist was provided to the TENANT. TENANT acknowledges that the premises were in a clean, safe and habitable condition at the time of move-in except those items which may have been noted on the Move-in Checklist by TENANT. TENANT acknowledges that a working smoke detector has

been installed in the Premises. (TENANT AGREES TO PERIODICALLY TEST AND MAINTAIN THE SMOKE DETECTOR AND WILL REPLACE BATTERIES, IF APPLICABLE, NO LESS THAN EVERY SIX (6) MONTHS.) TENANT shall complete and return the Move-in Checklist to LANDLORD within three (3) business days of taking possession of the Premises. Any notation or complaint about the condition of the premises shall be noted and reported to the LANDLORD. The TENANT'S FAILURE TO RETURN the Move-in Checklist or to provide **written notice** to LANDLORD of any defect, deficiency or condition which requires repair or remedy shall be deemed conclusive irrefutable proof that the premises were in good condition at the time of occupancy. TENANT shall keep the premises in a clean, safe, sanitary and habitable condition during the term of this Agreement and shall perform routine maintenance as required. After it is presented with a fully completed Move-in Checklist, LANDLORD shall take all necessary action to repair or remedy those conditions noted by TENANT thereon in a reasonable any timely fashion.

LANDLORD warrants that the major systems will be functional and in good repair at the time of occupancy. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heaters, furnaces and fixtures shall be either in good working order or shall be promptly repaired upon receipt of the Move-in Checklist by TENANT. **LANDLORD does not repair or replace nonfunctional items such as paint, carpeting, floor coverings, etc. each time a property changes possession. These items are scheduled for repair/replacement by LANDLORD in the ordinary course of business at regularly scheduled intervals or at LANDLORD'S discretion based on the condition of these items.**

14. NOTICE TO REPAIR; DAMAGES TO PREMISES.

TENANT shall report any necessary repairs or required maintenance to LANDLORD in writing or to call the emergency maintenance number provided by LANDLORD in the event that an emergency maintenance situation arises. In the event that TENANT fails to report maintenance requirements such as leaks, defective conditions, damage or the need for other repairs, TENANT will be responsible for further damage caused by such failure or the cost of repairs due to TENANT'S breach of this obligation. **TENANT shall be liable for and shall pay for any and all damage intentionally or negligently caused to the premises by TENANT or any member of TENANT'S household or any guest under the control of the TENANT.**

15. TENANT RESPONSIBILITIES MAINTENANCE OF PREMISES, LAWNS AND LANDSCAPING.

TENANT agrees to prevent any deterioration or destruction to occur to the premises during the term of this Agreement. TENANT agrees to maintain the walls, floors, woodwork, furnishings, fixtures, appliances (if any), garbage disposal, windows, screens, doors, plumbing, heating, air conditioning, electrical and mechanical systems, fences as well as the general structure and appearance of the property. If applicable, TENANT acknowledges that he is responsible to maintain the lawn(s) and landscaping and will be held liable for any damages caused by his failure to maintain the lawn(s) according to the

requirements of applicable law or local ordinances, for any fines which result there from, or by failure to water or otherwise abuse or neglect the lawn(s) and landscaping.

16. FIXTURES; LANDLORD'S PROPERTY.

Any items affixed to or installed in the premises by TENANT which cannot be removed without causing substantial damage to the premises shall be considered a fixture and shall become part of the premises. Any item(s) installed by LANDLORD shall be considered a part of the premises and shall not be removed. Damages caused by removal of any such item(s) shall be charged to the TENANT.

17. ACCESS TO PREMISES, INSPECTION AND REPAIRS.

TENANT shall permit and LANDLORD reserves the right to enter the premises at reasonable times for purposes of inspection and/or repairs provided LANDLORD has given TENANT reasonable advance notice of his intent to enter. Twenty four hour advanced notice is deemed to be reasonable notice for these purposes, including permitting LANDLORD to show the premises to workmen or contractors, potential purchasers, potential lessees and mortgagors. LANDLORD specifically reserves the right to enter the premises **without notice** when in its sole opinion emergency circumstances have arisen which may prevent imminent damage to or destruction of the premises or physical harm to any person. In the event that a maintenance or service call is scheduled in advance by agreement of the parties and the TENANT refuses to permit LANDLORD, his agents, employees or authorized contractors access to the premises for such appointment, TENANT shall be charged a \$ 35 service call fee for the missed service/maintenance call. TENANT further agrees to cooperate with LANDLORD and/or LANDLORD'S agent in showing the premises to prospective tenants or lessees prior to the expiration of the then current term, provided that TENANT has notified LANDLORD of his intention to vacate the premises at the expiration of the lease or then current term.

18. GARBAGE REMOVAL.

TENANT shall comply with all codes and/or Ordinances of the City of Cleveland regarding garbage and rubbish disposal, including but not limited to when garbage is to be placed at the curb, when garbage cans or containers must be brought back to the premises from the curb, the manner and method(s) of placing garbage out for collection, what items may and may not be placed out for pick-up and recycling policies and procedures, if applicable. LANDLORD shall provide TENANT with a copy of the Ordinance then in effect at the time this Agreement is executed. In addition and in conjunction thereto, TENANT shall comply with LANDLORD'S directives so long as they are not in conflict with applicable law. Those directives include: Garbage shall be placed out for collection either the evening before or the morning of garbage pick-up day. Garbage shall be placed in trash bags, sealed and secured, and those bags MUST be placed in garbage cans or containers.

TENANT shall be fully responsible for any and all fines which LANDLORD may incur as a result of TENANT'S failure or refusal to abide by the City Ordinances in effect. LANDLORD shall invoice TENANT for any fines incurred and TENANT shall reimburse LANDLORD with payment at the time the next monthly rental payment is due. **TENANT SHALL BE RESPONSIBLE FOR ANY AND ALL FEES, CHARGES OR COSTS ASSESSED BY THE MUNICIPALITY FOR GARBAGE PICK-UP SERVICES.**

19. PETS AND PET FEES.

Pets shall NOT be permitted on the Premises without the express written approval of LANDLORD in advance, such approval shall rest solely and exclusively with LANDLORD. TENANT agrees that if he violates this provision and keeps an unauthorized pet(s) on the premises, the LANDLORD may, in its discretion, move to terminate this Agreement and/or increase the base monthly rent due under this Agreement. If a pet(s) is permitted, TENANT shall remit an additional sum of \$___Waved___ as a PET DEPOSIT.

The LANDLORD'S authorization and permission is based upon TENANT'S representation and description of the pet(s) as follows:

The animal is a Miniature Poodle. The breed is _____.
The weight is no more than 12 pounds. The height is no more than ___ inches.
The color is Brown. The pet responds to the name _____.

TENANT further agrees to fully comply with any applicable local laws or ordinances regarding keeping or harboring pets, including licensing, and shall be fully responsible for any and all fines, fees, costs or assessments TENANT may incur from the Municipality regarding pet ownership and/or violations.

TENANT shall be fully responsible for any and all damages to the Premises or property of the LANDLORD or others which may result from the keeping or harboring of the pet(s). TENANT further agrees to pay for pest infestation services during the term of the lease Agreement, at LANDLORD'S request as well as at the termination of the Agreement and surrender of the Premises. LANDLORD may deduct any charges so incurred from the security deposit or it may at its discretion charge the TENANT for such services.

LANDLORD fully reserves the right to withdraw its consent previously granted to TENANT under this Section if in the opinion of LANDLORD, its agents or employees, TENANT has violated any provisions of this Section or the pet(s) has become a nuisance to other residents OR neighbors in nearby properties, or incidents regarding the pet(s) have required intervention of Municipal authorities, including but not limited to Police or other safety services, the dog warden, humane societies, or other members of

municipal health, safety, building or welfare services or departments. TENANT shall comply with LANDLORD'S directive to remove the pet(s) within three (3) days of receipt of written notice from LANDLORD to do so. Any animals on the premises not registered according to the Rules and Procedures set forth in this Section will be presumed to be stray animals and may be disposed of according to law at the discretion of the LANDLORD.

20. CRIMINAL ACTIVITY.

Neither TENANT nor any member of TENANT'S household, guest or invitee will engage in ANY criminal activity in or about the vicinity of the leasehold premises. Such activities include but are **NOT LIMITED** to the possession, distribution, sale, use or manufacturing of any illegal drug(s) in violation of State of Ohio or Municipal drug laws. The discharge of any handgun or weapon or the use or igniting of any fireworks is strictly prohibited. Any violation of this Section of the Agreement will constitute a material violation of this Agreement and shall be grounds for the LANDLORD to terminate possession of the Premises and seek **immediate restitution** of the Premises as required by law, in a Court of competent jurisdiction.

21. LOCK POLICY AND FEES.

No additional locks may be installed on any exterior doors of the Premises without the prior written consent and approval of LANDLORD. TENANT shall provide LANDLORD with a key to the additional lock(s) installed, at TENANT'S expense, which shall be delivered to LANDLORD prior to the time that the lock(s) is actually installed on the Premises. Should TENANT lose or misplace any key to the Premises which requires LANDLORD, his agent or employees to appear and unlock or provide TENANT access to the Premises, then TENANT shall be charged \$ 35 upon arrival by LANDLORD as a lockout fee. All keys must be returned. **Tenant is liable** for the cost of replacing locks **\$150** if all keys are not returned.

22. VEHICLE POLICY.

TENANT shall not park or store any motor home, recreational vehicle (RV), camper or trailer on the Premises. TENANT agrees to park _____ automobile(s), License Plate No(s) _____, _____, State of _____, only on paved surfaces specifically provided for parking. No junk vehicles, vehicles on blocks, non-operational or nonfunctioning vehicles, unlicensed vehicles or those with expired plates are permitted on the Premises. Any such vehicle(s) shall be removed from the Premises at LANDLORD'S directive, at the sole expense of TENANT. TENANT further agrees that no vehicle may be parked or kept on unpaved portions of the leasehold premises. Any vehicles on the Premises which are in violation of this Section may be towed and/or removed by LANDLORD, after notice, at TENANT'S expense.

23. TENANT'S INSURANCE.

TENANT acknowledges that LANDLORD shall not be responsible for nor shall it have any liability whatsoever to TENANT or any other party for any loss, damage, theft, breakage or destruction of any personal property or possessions of TENANT and shall make no claim for any such losses or damages. LANDLORD encourages TENANT to purchase or obtain renters insurance coverage sufficient to protect TENANT and his household members for the loss, damage, destruction or theft of personal property or possessions from fire, theft, burglary, breakage or other damage which may occur at the Premises.

TENANT further acknowledges that any insurance coverage in place obtained by the LANDLORD is **ONLY** to protect the Premises and will **NOT** in any manner protect the TENANT or his personal property, possessions or liabilities. TENANT further represents and warrants that he nor any household member, guest or invitee shall undertake any hazardous or dangerous action or activity on or about the Premises which may cause the insurance premiums of LANDLORD to be increased. Any such increase which the LANDLORD determines is directly attributable to TENANT'S actions as referred to above shall be chargeable to and recoverable from the TENANT.

24. DESTRUCTION OF PREMISES BY FIRE, NATURAL CAUSES

In the event that the Premises are damaged by a fire which the TENANT has NOT caused or another natural disaster such as wind, rain or other precipitation which makes the Premises uninhabitable TENANT'S obligation to make further rental payments is suspended. In the event that the premises can be repaired in a reasonable time and LANDLORD offers TENANT the opportunity to return to the Premises once the repairs have been completed, TENANT'S obligation to pay rent shall begin at the time TENANT reenters the leasehold Premises. In the event that LANDLORD chooses not to repair or rebuild the Premises, the Agreement between the parties shall immediately be considered terminated from the date which the Premises became uninhabitable. In the event that TENANT or a member of his household, guests or invitees intentionally or negligently caused a fire to occur, LANDLORD may charge the TENANT for repairs to the Premises.

25. ALTERATIONS.

TENANT shall make no alterations, decorations, additions or improvements in or to the Premises without LANDLORD'S prior written consent. Such work shall be performed only by competent, professional contractors, mechanics or repairmen approved by LANDLORD, who are licensed and bonded, unless TENANT is qualified and capable of performing the work himself. In such case, TENANT shall perform such work in a safe manner and shall comply with all local, state and federal regulations, including but not limited to obtaining appropriate building permits if necessary. TENANT further agrees that he will be fully responsible for any harm, damage, loss, personal injury or other mishap which may arise or occur from work being performed on the Premises either by TENANT or a contractor or third party hired by

TENANT. The parties agree that LANDLORD will not be liable for any occurrences resulting therefore or from any damages incurred. Any alterations, improvements or additions to the Premises which cannot be readily removed without causing substantial damage to the premises shall be considered a fixture. (SEE Paragraph 16, above.)

TENANT further agrees that he will not drive nails, tacks or screws into the walls, nor will the walls be marred by or torn by glue, tape or other adhesives. TENANT further agrees that he will be solely responsible for damage caused to the interior of the premises by rain, snow, hail, sleet, wind, tornado or other such natural occurrence if TENANT has failed to close windows or exterior doors. TENANT shall be responsible for damage to the Premises caused by stoppage or overflow of water and/or sewer pipes, broken windows or doors, broken screens or locks caused while the TENANT is in possession of the Premises.

26. PEST CONTROL POLICY.

TENANT is responsible for the cost of any ongoing pest control service in the event that TENANT chooses to employ such a service. LANDLORD shall not be responsible for any harm or damage caused to any person or to personal property of TENANT caused either by pest infestation or by TENANT'S hiring of a pest control service

27. DRAIN STOPPAGES.

LANDLORD represents that as of the date of this Agreement, the sanitary sewage drains serving the premises are in good working order and will accept the normal household waste for which they were designed. Sanitary sewers, drains and toilets are NOT designed to accept such items including but not limited to the following by way of example: Paper, paper towels, diapers, whether cloth or disposable, rags, cloth or clothes, sanitary napkins, tampons, wads of toilet tissue, children's toys, hair brushes or combs, balls of hair, grease, oil, table scraps, food, bones, sand, dirt, soil, rocks or newspaper. TENANT shall be responsible for the costs of a plumbing contractor who must clear drains or correct water stoppages as a result of such items clogging or stopping the drains. TENANT shall not be responsible for plumbing services required at the premises which are caused by normal usage, wear and tear, tree roots, the age of the system, or repair costs which may be covered by LANDLORD'S insurance.

28. TERMINATION AND NON-RENEWAL.

- A. TENANT may terminate this Agreement by providing LANDLORD written notice of his intent to terminate no less than thirty (60) days prior to the expiration of this Agreement or any extension thereof. If notice is not provided within 60 days prior to expiration this Agreement will automatically renew for 12 months.**

- B.** LANDLORD may also terminate this Agreement by giving TENANT no less than sixty days (60) written notice at the address of the Premises of LANDLORD'S intention not to renew or extend this Agreement. LANDLORD shall have no obligation to provide TENANT with any reason should LANDLORD desire to terminate the Agreement at the expiration date or not to offer a renewal or extension thereof.
- C.** LANDLORD may also terminate the Agreement for any of the following reasons:
- TENANT'S material non-compliance with the Lease Agreement;
 - TENANT'S material failure to abide by and fulfill his obligations under the Ohio Landlord Tenant Act;
 - Criminal activity by TENANT, a household member, guest or invitee, including but not limited to drug related criminal activity, on or about the Premises, which threatens or impairs the health and/or safety or right to peaceful quiet enjoyment of the premises or other neighboring properties. (See Section 20 above).
- D.** The parties agree that **NOTICES** to be served shall be by delivery by TENANT to the offices of LANDLORD or by first class mail postage prepaid, by prepaid delivery service, properly and correctly addressed. LANDLORD may serve TENANT at the leasehold address by any of the methods set forth above or by delivery or posting to the premises, personal delivery to the TENANT or an adult or responsible member of the TENANT household or by such other means acceptable under Ohio law.

29. WAIVER.

LANDLORD'S failure to enforce any term or condition of this Agreement or decision not to terminate this Agreement, based upon a TENANT'S breach of the Agreement, shall NOT be deemed a waiver of nor a bar to of any of LANDLORD'S future rights of enforcement or termination of this Agreement. LANDLORD'S refusal or failure to enforce or terminate the Agreement at any time shall NOT be deemed to be a modification or amendment of this Agreement. All rights of LANDLORD given under this Agreement shall be cumulative in addition to any laws which may exist now or might become effective in the future.

30. ENTIRE AGREEMENT.

This Agreement and any other documents signed by both parties, either now or in the future, which are attached hereto and specifically incorporated herein by reference or referral shall constitute the entire Agreement between the parties. The parties hereto acknowledge that each of them have no right to rely on any verbal statement made by one to the other prior to the time of execution of this Agreement. No statement or promise by LANDLORD his agents or employees

regarding tenancy, term, amount of rent to be paid, repairs, conditions or any other terms and conditions shall not be binding unless reduced to writing, signed by the LANDLORD, and made a specific part of this Agreement by Amendment, Appendix or otherwise.

31. SEVERABILITY.

All of the terms, provisions, covenants and conditions set forth in this Agreement are severable and independent. The invalidity or unenforceability of any provision, paragraph or section of this Agreement shall not affect the validity and enforceability of the remainder of this Agreement.

32. TERMS.

The parties agree that for purposes of this Agreement, the singular number, where used will mean plural, the masculine gender will also include feminine, that the term LANDLORD will also include the word LESSOR; and the term TENANT shall also include RESIDENT or LESSEE.

33. FULL DISCLOSURE.

TENANT acknowledges and represents that he has the legal capacity to sign this Agreement for any and all other tenants and to commit and bind them to all of the terms and conditions of this contract. TENANT further acknowledges and represents that all questions about this Agreement have been answered, that he fully understands the terms and provisions of this Agreement and the obligations and responsibilities of each party as set forth herein. TENANT further represents that he agrees to fulfill the obligations in every respect or suffer the legal and financial consequences of his actions or lack of action in violation of this Agreement.

34. SIGNATURES.

Signature by the TENANT of this RENTAL AGREEMENT is an acknowledgement that he has received a fully signed copy of this RENTAL AGREEMENT.

Accepted:

TENANT  DATE 3-30-16, 2015.

TENANT _____ DATE _____, 2015.

TENANT _____ DATE _____, 2015.

LANDLORD _____

A handwritten signature in black ink, appearing to read "Beech", is written over a horizontal line. The signature is fluid and cursive.

DATE _____

_____, 2015.

By Landlord /or Authorized Agent