

TRANSNATIONAL PROPERTY INVESTMENTS  
P.O. BOX 181415  
CLEVELAND HTS., OH 44118

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**Fixed Term Residential Lease Agreement**

**Clause 1. Identification of Landlord and Tenant**

This Agreement is entered into between **PAZ FUNDS LLC** ("Landlord") & **KARLA MALLARD & SID MALLARD** ("Tenant"). Each Tenant is jointly severally liable for the payment of rent and performance of all other terms of this Agreement. It is effective upon the date of the last signature hereto.

**Clause 2. Identification of Premises**

Subject to the terms and conditions in this Agreement, Landlord leases to Tenant, and Tenant leases from Landlord, for residential purposes only, the premises located at:

**4016 BAYARD SOUTH EUCLID, OHIO 44121**

("the Premises"), together with the following appliances:

(circle) **Stove Refrigerator Dishwasher Disposal Washer Dryer**

Rental of the premises also includes:

**Clause 3. Limits on Use and Occupancy**

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and their minor children. Occupancy by guests for more than **five days** is prohibited without Landlord's written consent and will be considered a breach of this Agreement. Authorized occupants:

Karla Sid Le Anna Miles Mallard

**Clause 4. Term of the Tenancy**

The fixed term of this tenancy will be for 12 months. The rental will begin on:

**FEBRUARY 1, 2016 TO JANUARY 31, 2017**

**Clause 5. Payment of Rent**

Tenant will pay to Landlord a monthly rent of \$ 1,095 payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day.

Rent will be paid to:

**Transnational Property Investments, LLC  
P.O. Box 181415, Cleveland Hts., Ohio 44118  
(216) 242.1400**

***Form of payment.***

Landlord will accept payment in these forms:

- ☒ personal check made payable to Transnational Property Invest,
- ☒ EFT, bill pay, or Auto draft from bank account
- ☒ money order or official bank check

***Pro-rated first month's rent.***

For the period from Tenant's move-in date, 02/01/16 through the end of the month, Tenant will pay to Landlord the pro-rated monthly rent of \$ \_\_\_\_\_. This amount will be paid on or before the date the Tenant moves in.

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$25, plus \$10 for each additional day that the rent remains unpaid. The total late charge for any one month may be limited by law.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$75.

**Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$ 1,095 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 30 days after Tenant has vacated the premises, returned keys and provided Landlord with a WRITTEN forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance. \*See Additional Provisions

**Clause 9. Utilities**

Tenant shall be responsible for arranging for and paying directly for electrical and gas service. Phone (if applicable), cable (if applicable), and satellite (if applicable).

Tenants to pay water and sewer as follows: Sm/ky YES or \_\_\_\_\_ NO  
(Tenant Initials) (Tenant Initials)

**Water and Sewer:** The water and sewer invoices shall stay in the name of Landlord during the term of this Lease. Landlord shall, upon receipt of same, promptly forward a copy of the said invoices to Tenant. Tenant shall pay the said invoice directly to the water/sewer providers. In the event that Landlord receives any subsequent invoices showing that the previous invoice was not paid, Landlord may declare Tenant in breach



Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the wall or painting the rental unit.

b. Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

### **Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

### **Clause 14. Pets**

No animal, bird or other pet will be kept on the premises, except properly trained dogs needed by blind, deaf or disabled persons and N/A under the following conditions:

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#### **Clause 15. Smoking**

Smoking is prohibited inside the premises and may be done only on the exterior porches and patios. A fine of \$50 may be assessed if this clause is found to be broken. A fine of \$50 may also be assessed if cigarette butts are found surrounding the exterior of the unit.

#### **Clause 16. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impracticable to do so, Landlord shall give Tenant 24 hour notice before entering.

#### **Clause 17. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for five or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

#### **Clause 18. Possession of the Premises**

##### **a. Tenant's failure to take possession.**

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

##### **b. Landlord's failure to deliver possession.**

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 19. Holdover by Tenant.** Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Landlord or Tenant on the other party. The rental rate for such holdover period shall be 50% greater than the original lease rate.

**Clause 20. Abandonment.** If at any time during the term of this lease Tenant abandons the demised premises or any part thereof, Landlord may, at his or her option, enter the demised premises by any means without being liable for any prosecution



therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Tenant, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**Clause 21. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party ~~shall not~~ / XX shall recover reasonable attorney fees and court costs as allowable by law.

**Clause 22. Disclosures**

**Radon Gas Disclosure.** As required by law, Landlord makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**Lead Paint Disclosure.** "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention." If applicable, Tenant acknowledged that Landlord has provided Tenant with the above information and pamphlet.

**Clause 23. Additional Provisions**

Additional provisions are as follows:

Resident will be eligible refund of security deposit when provide lessor with written notice of intent to move at least "one" (1) month prior to expiration of lease term. Resident agrees that security deposit is not a prepayment of rent.

**Clause 24. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 25. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application,

is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

**Clause 25. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

**Clause 26. Fines for City Citations:** If the premises are located in a City which has rules limiting the hours when garbage cans be taken to the curb and/or rules concerning the time frame in which to remove the cans from the curbs, the following provision shall apply: should Landlord receive any fines from the City due to Tenant's failure to abide by the rules concerning garbage cans, Tenant shall be responsible for payment of such fines in the same manner as Tenant is responsible for the payment of "rent." Such fines shall be reimbursed to Landlord by the first day of the month following delivery of notices of such fines to Tenant.

In addition, Tenant shall pay, as "rent," ANY other fines which are incurred for any other City violations which are caused by Tenant (such as trash or debris in the yard, abandoned cars, etc.). Tenant shall be responsible for payment of such fines in the same manner as Tenant is responsible for the payment of "rent." Such fines shall be reimbursed to Landlord by the first day of the month following delivery of notices of such fines to Tenant.

1-29-16 Sam O. [Signature] Agent 216-742-1400  
Date Property Manager for Landlord Phone

\_\_\_\_\_  
Email address fax

1-27-16 S. J. Mallard 216-538-8820  
Date Tenant Phone

1-27-16 Karen Mallard 216-854-3450  
Date Tenant Phone

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Email address