

RENTAL AGREEMENT

This Rental Agreement is made by and between Keller Williams Greater Cleveland Southwest, 18318 Pearl Rd, Strongsville, OH 44136 (Landlord), and Raydor Cordero (Tenant).

1. Rental Unit Description

Landlord leases to Tenant, and Tenant leases from Landlord, Unit Down, located at the following address 420 Arbor rd down Cleveland OH 44108, (hereinafter, the "Rental Unit").

2. Use of Rental Unit

- A. Tenant shall use the Rental Unit only for residential purposes.
- B. Tenant shall ensure that Tenant is in compliance with all applicable laws, including, but not limited to, all state, local, municipal and zoning laws, and Chapter 5321 of the Ohio Revised Code.
- C. Tenant shall be responsible for the safety of Tenant's, subtenants, guests, licensees, and invitees.
- D. Tenant may permit the following persons, and no others, to reside in the Rental Unit:

Dorca Lopez

Under no circumstances shall Tenant permit more than 2 people to reside in the Rental Unit for a period of more than 7 days. The use illegal drugs or substances is strictly prohibited in the or about the grounds of the Rental Unit, and violation of this provision shall be an immediate default of this Rental Agreement.

3. Term of Rental Agreement

- A. Term. The term of this Rental Unit shall be for 1 year, commencing on 10/17/16, and terminating at 5:00 pm on 10/16/17, both dates inclusive, unless sooner terminated hereafter, as provided in this Rental Agreement or by Tenant's default of any provision contained herein.
- B. Termination, Return of Possession and Renewal. Upon the termination of this Rental Agreement or Tenant's right of possession, whether by lapse of time or otherwise, Tenant shall deliver immediate possession of the Rental Unit to Landlord and deliver all keys to the Landlord at the Landlord's principal place of business, or as Landlord otherwise directs.

Tenant and Landlord agree that both parties may agree to renew the Lease for a period of one year upon the same terms and conditions set forth in the Lease, subject to Landlord's rent to increase the rent for any renewal term, upon one party giving written notification of such intent to renew at least thirty (30) days prior to the termination of this Lease, and the other party agreeing to renew the Lease within ten (10) days of said notification. Notwithstanding the above, both parties agree that this Rental Agreement shall automatically convert into a month to month tenancy if both parties fail to give notice to either renew or terminate this Rental Agreement.

4. Rent

- A. Rent: Tenant agrees to pay Landlord, his successors and assigns, at the Landlord's principal place of business or such other place as designated by Landlord, in the manner and method required by Landlord, as Rent for the Rental Unit the sum of \$ 499.00 for said term, due and payable in monthly installments of \$ 499.00, hereinafter referred to as the "Rent". ("Due Date").
- B. Monthly Rent Due Date: Rent for the Term is due on the first day of the month with no grace period. For purposes of R.C. Sec. 5321.17, the "periodic rental date" shall be the first day of the month.
- C. Effect of Late Payment of Rent: For any given month, if Landlord has not received the monthly rent payment by the fifth day of the month, then Tenant shall pay a late fee of **\$25.00 (twenty-five dollars)** in consideration of the added administrative costs for Landlord to contact Tenant and make arrangements for payment. Notwithstanding and in addition to the previous sentence, **if rent is not received on the first day of the month, Tenant shall be deemed to be in default of the terms of this Lease** and Landlord may pursue Landlord's forcible entry and detainer remedies to evict Tenant or any other remedies available under the laws of Ohio. If Landlord has not received the monthly rent payment and late fee by the twelfth day of the month, then Tenant shall incur the cost of eviction paperwork in the amount of \$150.00 (one hundred fifty dollars), plus any court costs or other expenses related thereto. Evictions will be filed on the 12th day of the month.
- D. Personal Guaranty: In the event that Tenant is late at any time during the term of this Rental Agreement, Landlord may require Tenant to obtain a personal guaranty from a person satisfactory to Landlord as consideration for Tenant's continued occupancy of the Rental Unit for subsequent months.
- E. Accounting for Overdue Rent Payments: If Landlord accepts Tenant's late payment of Rent (or any part thereof), which Landlord is not obligated to accept, the late payment shall be applied first to the monthly late payment fees and then to the monthly rent payment longest overdue. If the payment is less than the full amount overdue and unpaid, Tenant shall be deemed to remain in default of the Rent payment obligation and Landlord may pursue Landlord's forcible entry and detainer remedies to evict Tenant or any other remedies available under the laws of Ohio.

5. Security Deposit

Tenant agrees to pay Landlord a security deposit of \$ 499 in consideration of Landlord agreeing to lease the Rental Unit to Tenant. Landlord shall be permitted to apply the Security Deposit to any rent that is due and remains unpaid or to repair damages to the Rental Unit in excess of ordinary wear and tear or to pay the cost of cleaning the Rental Unit or disposing of personal property left in the Rental Unit. Furthermore, Landlord may apply the Security Deposit to pay any fines or costs required to be paid by any local, state, or federal governments as a result of any of Tenant's conduct. If, after the above deductions, if any of the Security Deposit remains, Landlord shall refund it to Tenant no later than the thirty days after the Expiration date, provided that Tenant provide Landlord with a valid forwarding address. Landlord and Tenant agree to comply with the Terms of R.C. Sec. 5321.16 related to procedures for security deposits.

6. Return Of Rental Unit

On termination, Tenant shall return the Rental Unit and any improvements thereto clean and in the same condition as it was in on the Beginning Date with the exception of ordinary wear and tear. Tenant shall return all keys to Landlord. Tenant's failure to return keys shall result in Tenant's liability for Landlord's cost to replace or rekey the locks on the Rental Unit. All personal property left in the Rental Unit after termination shall be deemed to be abandoned by Tenant and Tenant hereby authorizes Landlord, regardless of the value of the item, to throw away or sell that personal property in Landlord's sole and absolute discretion. If Landlord incurs disposal costs, Tenant shall be liable to Landlord for Landlord's cost of disposal.

7. Landlord's Access To Rental Unit

Tenant grants the Landlord the right to enter the Rental Unit at all reasonable hours after 24 notice to the Tenant for purposes of inspection, repair, and to show the Rental Unit to prospective tenants. During hours when the Rental Unit is vacant, reasonable notice shall be deemed to have occurred if Landlord called Tenant at work or on Tenant's cell phone and, at least, left a message for Tenant.

The Tenant acknowledges, understands and agrees that the Landlord or Landlord's agent may enter the Rental Unit at any time without advance notification when there is an emergency such as but not limited to fire, flood or other hazardous conditions or where there is reasonable cause to believe that an emergency exists.

8. Utilities and Maintenance.

- A. Electricity. Tenant shall arrange, be responsible for, and shall pay for all electrical service to the Rental Unit. Tenant must provide Landlord with their account number for electrical service before receiving keys to the property. Tenant Act # 110120390023
- B. Natural Gas. Tenant shall arrange, be responsible for, and shall pay for all natural gas service to the Rental Unit. Tenant must provide Landlord with their account number for natural gas service before receiving keys to the property. Tenant Act # _____
- C. Water & Sewer. Landlord shall arrange, shall be responsible for, and shall pay for all water and sewer service to the Rental Unit.
- D. Garbage. Landlord shall arrange, be responsible for, and shall pay for all garbage removal service to the Rental Unit.
- E. Phone. If Tenant wants telephone service, Tenant shall arrange, be responsible for, and shall pay for all local and long distance service to the Rental Unit.
- F. Cable Television/Internet. If Tenant wants cable television, its satellite equivalent, and/or internet service, Tenant shall arrange, be responsible for, and shall pay for all such services.
- G. Home Security. If Tenant wants home security, Tenant shall arrange, be responsible for, and shall pay for all such services.
- H. Notwithstanding the above, in the event that the any utility remains in the name of the Landlord, Tenant acknowledges that Tenant shall be responsible, as additional rent, the prorated cost (if not separately metered) of said utility to the Rental Unit. Tenant's prorated cost of the utility shall be calculated by the total square footage of the Rental Unit (numerator) divided by the gross square footage of the building in which the Rental Unit is contained (denominator). Landlord shall provide written notice and proof of said cost to Tenant, and Tenant shall pay upon the next rental due date. Tenant's failure to pay said cost of utility shall be deemed a default of this Rental Agreement for non-payment of rent.
- I. Heating, Ventilation, and Air Conditioning Equipment. Landlord shall be responsible for servicing, repairing, maintaining, and replacing (as needed) all heating and ventilation equipment. Tenant shall be responsible for servicing, repairing, maintaining, and replacing (as needed) all air conditioning equipment.

- J. Exterior of Rental Unit. Landlord shall be responsible for servicing, repairing, maintaining, and replacing (as needed) the exterior of the Rental Unit.
- K. Electrical System. Landlord shall be responsible for servicing, repairing, maintaining, and replacing (as needed) the electrical system of the Rental Unit.
- L. Piping System. Landlord shall be responsible for servicing, repairing, maintaining, and replacing (as needed) all plumbing, piping, and gas lines in and for the Rental Unit. If the plumbing needs to be snaked due to a clog based on the negligence of the tenant (feminine products flushed down toilet, hair clog in bath drain, food clog in kitchen sink, etc), the tenant will be responsible for paying to have the plumbing snaked.
- M. Maintenance of other areas. Landlord shall be responsible for servicing, repairing, and maintaining all other areas of the Rental Unit not specifically identified above.
- N. Cleaning. Tenant shall be responsible for all cleaning, both indoors and outdoors. Tenant shall keep the Rental Unit floors vacuumed and broom clean, and completely free of all dust, dirt, grime, stains, debris, and insects. Tenant shall keep toilets, sinks, showers, and bathtubs clean. Tenant shall pickup all trash outside the Rental Unit *at its front and back porch areas* not less often than every evening. Tenant agrees that Rental Unit has been provided in a "bug-free" condition. Therefore, any roaches, bed bugs, ants, flies, spiders, or other insect problems that arise are as a result of un-cleanliness on the part of the Tenant. Any exterminator services needed to remedy a "bug" problem will be paid for at the expense of the Tenant.
- O. Noise. Tenant shall keep the noise in the Rental Unit to a normally acceptable level during the day and to a minimum level between the hours of 9:00pm and 7:00am. If Tenant has a noise complaint about another unit, Tenant should contact local law enforcement and notify Landlord after contacting the local authorities and filing a police report.
- P. Landscaping. Tenant shall be responsible for all lawn mowing, snow removal, and landscaping.
- Q. Responsible Use of Heat. Tenant shall, at all times, keep the Rental Unit heated to at least sixty degrees Fahrenheit when the temperature outdoors is less than fifty degrees Fahrenheit. Tenant shall keep all windows closed in cold weather so as not to waste energy and so as to not expose the plumbing system to the risk of freezing. Tenant shall be liable for all damages resulting from frozen plumbing to the extent that Tenant was at fault for keeping windows open in cold weather or Tenant failed to keep the heat on to a sufficiently warm temperature to prevent pipes from freezing.
- R. Appliances. Refrigerators, stoves, ranges, and washers and dryers provided with the Rental Unit, if any, are provided as a courtesy only and Landlord shall have no obligation to maintain them. Tenant shall maintain these items at Tenant's own expense.
- S. Lockout. Should Tenant become locked out of Rental Unit, Tenant shall be responsible for a \$50 (fifty dollar) lockout fee payable to property manager at the time property manager gains access to Rental Unit for Tenant.
- T. Smoke Detectors. Landlord will furnish smoke detectors as required by statute, and will test and provide working batteries when Tenant first takes possession of Rental Unit. Once occupying the Rental Unit, Tenant accepts responsibility to pay for and replace smoke detector batteries, as needed, unless the law provides otherwise. Landlord may replace dead or missing batters at Tenant's expense, without prior written notice. Tenant must immediately report smoke-detector malfunctions to

Rental Agreement in the event of Tenant's breach of any term, condition, duty or covenant of this Rental Agreement.

13. Waiver

Waiver by Landlord of any breach of any term, condition, duty, or covenant of this Rental Agreement or applicable law by Tenant is not a waiver of any other breach or any subsequent breach of the same term, condition, duty, or covenant.

14. Assignment and Subleasing

Tenant shall not assign or sublease this Rental Agreement and/or Rental Unit or any part of its interest in this Rental Agreement and/or Rental Unit without prior written consent of Landlord. All assignments and subleases by Tenant are absolutely prohibited without prior written consent of Landlord and are void. If Tenant permits a person whose name is not identified in the Rental Agreement to reside in the Rental Unit, that act shall be deemed a violation of this paragraph regardless of whether that person pays any rent to Tenant or not. Landlord reserves the right to assign Landlord's interest in this Rental Agreement and/or Rental Unit and any sums received under this Rental Agreement on sale or re-lease of the Rental Unit.

15. Alterations And Improvements To Rental Unit

- A. Tenant shall not make any substantial mechanical or structural changes or improvements to the Rental Unit in any manner without first obtaining written permission from Landlord. Landlord may refuse to grant permission for any reason whatsoever. Once Tenant receives Landlord's written permission, then Tenant may carry out its plans.
- B. Tenant shall not hire any independent contractors without first obtaining a mechanics' lien waiver from each such independent contractor that Tenant proposes to hire. Tenant shall not allow any mechanic's liens to be filed against the property. If any mechanics' liens are filed against the Rental Unit as a result of Tenant's conduct, Tenant shall pay all necessary amounts to have such liens removed, as additional rent, and shall have such removed within thirty days of the date they are filed.
- C. Any additions or improvements to the Rental Unit will become part of or fixtures of the Rental Unit and Tenant shall not remove such additions or improvements from the Rental Unit. To the extent that tenant Removes any fixtures, Tenant agrees to restore the Rental Unit to the same condition it was in at the time this Rental Agreement was executed.

16. Disclosure of Ownership and Management Of Rental Unit

Landlord is the lawful agent of the owner of the Rental Unit.

17. Liability of Landlord.

Tenant agrees that Landlord is not liable for any damage to Tenant's property or injury to Tenant or Tenant's sub-lessees, licensees, invitees, or neighbors, or others in the vicinity of the Rental Unit resulting from any type of failure or malfunctioning of any electrical system, heating system, ventilation system, air conditioning system, plumbing system, gas system, roof, glass, floors, ceilings, doors, windows, or walls or as a result of theft or burglary or other acts of third parties.

18. Prohibition on Criminal Activity. In consideration of the execution or renewal of this Rental Agreement, Landlord and Tenant agree as follows:

- A. Neither Tenant, nor any member of the Tenant's household nor a guest nor other person under

the Tenant's control shall engage in criminal activity, including drug-related criminal activity, on or near the Rental Unit. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. Section 802]).

- B. Neither Tenant, nor any member of the Tenant's household nor a guest nor other person under the TENANT's control shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Rental Unit.
- C. Neither Tenant, nor any member of the Tenant's household shall permit the Rental Unit to be used for criminal activity, including drug-related criminal activity, regardless of whether the individual engaged in such activity is a member of the household, or a guest.
- D. Neither Tenant, nor any member of the Tenant's household nor a guest nor other person under the TENANT's control shall engage in the unlawful manufacture, selling, using, storing, keeping, or giving of a drug or controlled substance, at any location, whether on or near the Rental Unit or otherwise.
- E. Neither Tenant, nor any member of the Tenant's household nor a guest nor other person under the resident's control shall engage in any illegal activity, including prostitution, including but not limited to the unlawful discharge of firearms, on or near the Rental Unit, or any breach of the Rental Agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, his agent, neighbors, or other tenants in the building of the Rental Unit, or any conduct involving imminent serious property damage.
- F. Any Tenant, or member of the Tenant's household, who is or has been a victim of domestic violence, is encouraged to take reasonable action to safeguard themselves, other members of the community, and property from future injury or damage. This may include obtaining a protection order against potential abusers, filing a copy of said protection order and a picture of the respondent with management, report any violation of the protection order to the police and management, and prepare and file a personal safety plan with management.
- G. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL/LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provisions of this Section shall be deemed a serious violation and material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the Rental Agreement. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
Except as provided herein, the provisions of the Rental Agreement shall remain in full force and effect.

19. BED BUG & OTHER PEST PROVISIONS

The goal of this SECTION is to protect the quality of the rented unit's environment from the effects of bed bugs and other pests (i.e. roaches) by providing sufficient information and instructions. It is also the goal of this Addendum to clearly set forth the responsibilities of each of the parties to the rental agreement.

- Tenant acknowledges the Landlord has inspected the unit and is not aware of any bed bug or other pest infestation.
- Tenant agrees that all furnishings and personal properties that will be moved into the Rental Unit will be free of bed bugs and other pests.

Tenant hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

- Check for hitch-hiking bed bugs or other pests. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit make sure to inspect beds, bedding and upholstered furniture for signs of bed bug infestation.
- Tenant shall report any problems immediately to Landlord. Even a few bed bugs or other pests can rapidly multiply to create a major infestation that spread to other units.
- Tenant shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Tenant must comply with recommendations and requests from the pest management specialist prior to professional treatment including but not limited to:
 - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 - Wash all machine-washable bedding, drapes and clothing etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bed bugs. Discard any items that cannot be decontaminated.
 - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- Tenant agrees to reimburse the Landlord for expenses including but not limited to attorney fees and pest management fees that Landlord may incur as a result of infestation of bed bugs or other pest infestation in the Rental Unit.
- Tenant agrees to hold the Landlord harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug or other pest 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 or other pests. Resident agrees to have personal property insurance to cover such losses.

J. Smoking. Smoking is NOT permitted inside the Rental Unit. Tenant hereby understands and agrees that if Tenant or any of Tenant's guests smoke in the Rental Unit the smell of cigarette smoke can only be removed by repainting all painted surfaces and replacing all carpeting. Tenant shall be liable for the full cost of repainting all surfaces and replacing all carpeting.

K. Garage. If the Rental Unit has access to a garage, Tenant shall be permitted to use the following portion of it: _____.

L. Parking. Tenant shall be courteous of all others using the driveway. At any time, Landlord may require Tenant to park on the street if Tenant and other lawful users of the driveway are not able to share. All visitors must park on the street.

22. Notices And Address Where Rent Should Be Paid

All notices required by this Rental Agreement or applicable law to the Tenant shall be sent to the Tenant at the address of the Rental Unit. All notices required by this Rental Agreement or applicable law and all rental payments to the Landlord shall be sent to:

Keller Williams Greater Cleveland Southwest MANAGEMENT, 18318 Pearl Rd, Strongsville, OH44136

23. Landlord and Tenant agree to all of the terms of this Rental Agreement.

Landlord
Keller Williams Greater Cleveland Southwest

By: [Signature]
[AGENT NAME]

Tenant
[Signature]
Tenant Bank:
PNC

Tenant

Print Name of Tenant: Rafael Cardero

Print Name of Tenant: _____

Date: 10-17-16

Date: _____

Guaranty:
I, _____, of the following address: _____
_____, do hereby personally guaranty that the Tenant(s) stated above shall pay and perform all of the obligations stated in this Rental Agreement.

Guarantor

Print Name of Guarantor
