

OHIO RESIDENTIAL LEASE AGREEMENT
Summary Page

- A. Address of Leased Premises:
City of:
- B. Resident Name(s):
- C. Agreement Date:
- D. Lease Commencement Date
- E. Lease Ending Date:
- F. Initial Prorated Rent:
- G. Annual Rate of Rent:
- H. Monthly Rent:
- I. Example of late fee for one month's rent per late tenant: \$75.00
- J. Make rent payments payable to: Bryan Carlier
- K. Land Lords Office is at 86 Watch Hill Lane, Newport, KY 41071. For Maintenance: call Bryan at (513) 460-6242 or e-mail: carlierproperties@gmail.com
- L. Number of people authorized to occupy dwelling:
- M. Utilities and Services Furnished by Landlord: Electric, Water, Trash (not to exceed \$125 per month/per person), and Lawn Care.
- N. Security Deposit:
- P. Residents: (Print name and include signature, phone number, and email address)

THIS LEASE, for the premises designated in Summary Provision "A", hereinafter referred to as the "Premises", is between the parties named in Summary Provision "B", jointly and severally, hereinafter referred to as "Residents" and Bryan Carlier, as owner, hereinafter referred to as "Landlord," is made the date stated in Summary Provision "C", as used in this Lease, the term "Community" shall mean the land on which the Premises is situated as well as the neighborhood and/or houses or other structures in reasonable proximity to the Premises, and Landlord and Residents agree that:

Landlord lets and Residents take the Premises to be used and occupied as a strictly private residential dwelling by Residents. The commencement date of this Lease is specified in Summary Provision "D" and shall end on the date specified in Summary Provision "E", unless sooner terminated as hereinafter provided. If this Lease begins on a day other than the first of the month, then the initial term sum until the first day of the first month of the term is specified in Summary Provision "F." The annual rate of rent is specified in Summary Provision "G", is payable in monthly installments in the amount specified in Summary Provision "H", payable in advance of the first day of each and every calendar month during said term, **except** that the rent for the first full month or from commencement of Lease to end of first calendar month shall be payable on execution of this Lease by Residents and shall be paid only by check or cash. Any rent paid after the FIRST of the month is delinquent and acceptance of rent shall be at the sole discretion of Landlord. In any circumstance, any rent accepted after the fifth day of the month shall be paid with a late fee equal to \$75 per late resident then due and owing, as an example, if one month's rent is late, based on the rental rate stated in the Lease, the late fee would be the amount stated in Summary Provision "I".

The Residents agree to perform all of the following obligations:

First - How and When to Pay Rent: To pay the rent, as above provided. Rents are to be paid via check or cash. Checks are to be made payable to Landlord. If any rent check is returned for non-sufficient funds, then the Landlord may, at its sole option, declare the Residents to be in default for non-payment of rent or may accept the full monthly rental in the form of a check or cash, plus an additional \$35.00 NSF charge as liquidated damages for costs incurred, and any appropriate late fee. If Residents' check is returned for non-sufficient funds, all future payments to Landlord shall be made in the form of cash.

Landlord will maintain an office at the address stated in Summary Provision "K", or at such other place as Landlord may from time to time designate in writing. Residents will be kept advised of any changes in the location or address of the office and business hours. Rent and other charges shall be paid, notices shall be delivered and requests for information and written requests for repairs shall be delivered to the Landlord via check or cash or (at landlord discretion) at said office. Requests for maintenance and/or repairs should also be called in to the maintenance phone number which is stated in Summary Provision "K", or any other number that Landlord may designate from time to time.

Second - Prohibited Uses of Premises: To use the Premises or any part thereof only as a private residential dwelling by no more than the number of persons specified in Summary Provision "L". All occupants of the Premises have been included in the original application. If, at any time during the term of Residents' Lease a person or persons are living in the Premises who were not included in the original Application, the Landlord has the option, at its sole discretion, to (1) allow the occupant to remain in his Premises and require the occupant to sign this Agreement, provided the additional occupant meets all other rental standards, including income, criminal history and credit score, then in effect with Landlord for the specific property; or (2) declare Residents to be in Default and terminate said Agreement; Residents shall not sell, assign, or transfer this Lease, or underlet Premises or any part thereof without prior written consent of Landlord. Any sale, assignment, transfer, or underletting of this Lease without previous written consent of Landlord shall be void. If Landlord consents to an assignment or underletting hereof, this shall not constitute a waiver of Landlord's right to prohibit future assignments and/or underletting. The character of occupancy of Premises, as above restricted, is a special consideration for granting of this Lease. Any violation by Residents of this provision or of the restriction against subletting or assignment shall constitute Default under this Agreement.

Third - You Must Take Good Care of the Premises: Residents shall take good care of and keep in a clean condition the Premises, its appurtenances, fixtures, kitchen appliances, window treatments, if any, and equipment, including filters, and shall not drill into, disfigure, deface, paint, decorate, change or add locks, or change any part of the Premises, buildings, grounds or any other part or portion of and on which the Premises is located, or allow same to be done. Residents agree to keep the grounds adjacent to the Premises, together with adjacent walks and parking space, in a safe and proper condition; to preserve all grass, flowers, shrubs, hedges and trees. Cutting of grass, pruning, spraying, watering and other maintenance work on all grounds and planting on the grounds of the Premises will be solely performed by Landlord. Landlord has the right to show property to potential new renters will give 24 hours' notice to Residents prior to showing; property is expected to be in clean condition for any showings.

Fourth - Insurance is Required: Landlord shall carry appropriate casualty insurance on its interest in the Premises. Residents agree to obtain renter's insurance at their own expense and with adequate coverage for the duration of the lease agreement. Residents acknowledge and agree that in the event that they do not have renter's insurance or if their policy provides insufficient coverage, then the Residents shall be personally liable to all damages and losses that would normally be covered under a renter's insurance policy. Residents will provide Landlord with proof of insurance within five (15) days of executing this Lease, which also names Landlord as a second-named insured on the policy required in this Provision.

Residents' failure to obtain or to continue to maintain insurance during the term of this Lease or any renewal thereof shall constitute an Event of Default hereunder and Residents agree that they shall hold Landlord harmless, and agrees to indemnify Landlord, for any loss, damage or injury that they, their occupants or guests suffer in the Premises.

Fifth - Damages you May Be Liable For: Landlord, at its own discretion, shall repair Premises, its appurtenances, fixtures, and equipment where rendered necessary by misuse or neglect of Residents, their family, guests, employees or agents at Residents' sole expense. Landlord shall bill Residents for these repairs which shall be due and payable within fourteen (14) days or it shall be additional rent, payable on demand. Landlord may remove any alterations made by Residents without permission, and Residents shall pay the cost of such required work as additional rent. Landlord assumes no liability for loss or damage to personal property which may result from such removal. On ending of term in any manner, Residents shall surrender Premises in as good order and condition as they were at beginning of term, reasonable wear and tear excepted. If the Premises are not surrendered in a condition as above described, Residents shall be liable to the Landlord for all damages which the Landlord shall suffer. Residents will also be liable for all claims made by a succeeding resident against Landlord resulting from any delay in delivering possession of the Premises to a succeeding resident if this delay is due to the Resident's failure to surrender the Premises and/or in complying with the covenants of this Lease.

Sixth - Comply with Rules & Regulations: Residents, their families, guests and other invitees shall not make or permit any type of disturbing noise to be made in Premises, or the Community of which the Premises is a part, or permit anything to be done by any such persons that will interfere with the rights, comforts or conveniences of other Residents of the Community which in the sole opinion of the Landlord detrimentally affects the quality of living in the Premises or Community. Residents shall not place or permit any obstructions in any common area or access roads of the Premises. Residents may not remove or change the blinds installed by Landlord. Any decoration not in conformity with the Landlord's policy shall be an Event of Default of this Lease. No articles shall be hung from windows, landings, or balconies. No dirt or other substances shall be shaken or thrown from the windows, doors, landings or balconies. Residents shall maintain patios and balconies in such a manner as will be in keeping with the decor of the Community. Additional provisions regarding use of balconies and patios are included in the Landlord's House Rules and Regulations.

Seventh- No Pets: Residents are not permitted to maintain pets in the Premises. Any prohibited pet harbored in the Premises shall constitute an immediate Default under the Lease Agreement. Residents shall prohibit all guests from bringing animals onto or into the Premises.

Eighth - How to Handle Emergencies: Residents agree to call the police with any non-emergency noise complaint. Residents agree to dial 9-1-1 immediately in the case of accident, fire, smoke or suspected criminal activity or other emergency. Residents then agree to evacuate the Premises, if necessary, or if safe, to thereafter notify our representative on call. Landlord makes no representation, express or implied warranty of security or Residents' safety.

Ninth - Smoke Detectors, Repair & Battery Replacement: Landlord shall furnish, at the inception of this Lease Agreement smoke detectors as required by building or fire codes in effect at the time of the Lease, Landlord will test them and provide working batteries at the inception of this Lease Agreement. During the term of this Lease Agreement, Residents must pay for replacement of batteries as needed. Landlord may replace dead or missing batteries at Resident's sole expense, which Landlord shall bill Residents for these repairs, which shall be due and payable within fourteen (14) days or it shall be Additional Rent, payable on demand. Residents agree to immediately report smoke detector malfunctions to Landlord. Neither Residents nor others may disable smoke detectors. If Residents disable a smoke detector or fail to replace a dead battery, or fail to report malfunctions to Landlord, this shall constitute an Event of Default under this Lease Agreement.

Tenth - You May Not Use the Premises for Hazardous Activities: Residents shall comply with all local, state and federal laws, ordinances, governmental regulations and with regulations of Board of Fire Underwriters applicable to Premises. Residents shall not do anything or allow anything to be done on Premises which will increase Landlord's rate of fire, liability or casualty insurance for the Premises. Explosive, obnoxious, environmentally hazardous, or illegal substances will not be permitted to be kept by Residents in the Premises.

Any activity on roof top areas of the Premises by Residents, their families, guests and other invitees is strictly prohibited and shall constitute an Event of Default under this Lease Agreement.

Smoking on or in the Premises of any kind by Residents, their families, guests and other invitees is strictly prohibited and shall constitute an Event of Default under this Lease Agreement.

Candles in the Premises of any kind are strictly prohibited and shall constitute an Event of Default under this Lease Agreement.

Eleventh - In The Event of Damage to the Premises: If Premises shall be partially damaged by fire, repairs shall be made by Landlord as speedily and conveniently as reasonably possible. In case damage shall be so extensive as to render Premises untenable, rent shall cease until such time as Premises shall have been substantially returned to its prior condition. In the event of substantially total destruction of building of which Premises form a part, by fire or otherwise, or in case damage to Premises shall be so extensive that it cannot, in the opinion, of the Landlord, be repaired within ninety (90) days, or if Landlord shall decide not to rebuild, then rent shall be paid only up to the time of such destruction or damage, and all interest of Residents in Premises shall terminate, and all obligations under this Lease shall become void from such time, except for Residents' responsibility to pay rent through the termination date and any liability of Residents for the damage. In the event that any question shall arise between Landlord and Residents as to whether or not repairs shall have been made with reasonable dispatch, allowance shall be made for any delay which may arise in connection with adjustment of an insurance loss, and for any delay arising out of what are commonly known as "labor troubles" and "acts of God" or any other cause beyond Landlord's control.

Twelfth - Default & Remedies: This Lease is made upon the condition that Residents shall punctually and faithfully perform all of the covenants, conditions, and agreements by it to be performed as in this Lease set forth. The following shall be deemed to be an event of default (each of which is sometimes referred to as "Default"):

- a. Any or all part of the rent required to be paid by Residents under the Lease or any installment thereof, shall at any time be in arrears or be unpaid, one (1) day after said rent is due according to the terms of this Lease;

b. Residents fail to perform or observe any of the other covenants, agreements or conditions provided for in this Lease. In the event said failure materially affects the health and safety of any occupants of the Premises or Residents of the Community and said failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Residents, or Resident(s) shall have committed the same or similar act and have been given notice by Landlord on more than one occasion.

c. The estate created in Premises is hereby taken by execution or other process of law or a substantial part of the assets of Residents or Residents' Guarantor is placed in the hands of a liquidator, receiver, or trustee, or if Resident or Guarantor makes an assignment for the benefit of creditors, or admits in writing that Residents cannot meet their obligations as they become due, or is adjudicated a bankrupt or any such Guarantor institutes any proceeding under any federal or state insolvency or bankruptcy law as the same exists under any amendment thereof which may hereinafter be enacted, or under any other act relating to the subject of bankruptcy wherein Residents or such guarantor seeks to be adjudicated, bankrupt or be discharged of its debts or to effect a plan of liquidation, composition, or reorganization or should any involuntary proceedings be filed against Residents or such Guarantor under any such insolvency or bankruptcy law (and such proceedings are not removed within sixty (60) days thereafter). If any of the insolvency proceedings such as those referred to in this section are instituted against Residents, the Premises shall not become an asset of such proceedings. Any such act of bankruptcy shall automatically terminate any option to renew this Lease and, if applicable, any option to purchase the Premises under the terms and conditions of this Lease.

d. Residents give false or incorrect answers on the Rental Application.

e. Resident or an occupant is arrested/convicted, or given a deferred adjudication for a felony offense involving actual or potential harm to a person, or is adjudicated to be a sexual predator, or a felony or misdemeanor offense involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in Ohio Revised Code Sections 2925 and 3719.

f. Any illegal drugs are found in the Premises.

In the event of a Default, Landlord may, at its sole option:

g. Terminate the Lease and immediately re-enter and take possession of the Premises and the whole thereof without notice and may remove from the Premises all persons and property using all necessary force to do so. Residents hereby waive any and all claim and agree to indemnify Landlord for any claim Residents may have of any kind against Landlord for damages on account thereof. If Residents remain in possession one (1) day after termination of this Lease, the Residents shall be guilty of forcible detention of the Premises and subject to all conditions and provisions above named and, in addition, to eviction and removal, forcible or otherwise at any time thereafter with or without process of law. Should Residents be in default or abandon the Premises and Landlord elects to terminate the Lease, Landlord shall be entitled to take the Premises from Residents.

h. Institute suit for collection of the rent as it accrues pursuant to the terms of this Lease and damages including the cost of renovating the Premises and prorated advertising and commissions paid to rent the Premises without entering into possession of the Premises or canceling this Lease, whether or not Residents surrender the Premises to Landlord.

i. Retake possession of the Premises from Residents by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover the Premises, shall not be construed as an election to terminate this Lease whether or not such entry or re-entry be had or taken under summary proceedings or otherwise and shall not be deemed to have absolved or discharged Residents from any of its obligations or liabilities for the remainder of the term.

Residents shall, notwithstanding such entry or re-entry shall, continue to be liable for the payment of the rent and performance of all covenants and conditions and agreements by Resident to be performed and set forth in this Lease. Residents shall be liable to Landlord for the stipulated rental provided therein for the balance of the term and any damages to the Premises, less reasonable wear and tear. All such payments shall immediately become due and payable to Landlord upon Residents' eviction or vacation of the Premises. Residents expressly release and agree to indemnify Landlord for any damage or loss to property left by Residents in vacating, abandoning, or on termination of the Lease which Residents might or may have against Landlord and Residents agree to hold and save Landlord harmless of and from any and all claims with respect thereto.

All of the foregoing remedies are cumulative and are given without impairing any rights or remedy of Landlord including those under law whether said rights or remedies are stated herein or not. Residents agree that if their Default under this Agreement arises out of a breach of their statutory duty, that they will pay all costs, expenses and reasonable attorney's fees incurred by Landlord in connection with enforcing the obligations of the Residents under the Statute and under this Lease.

Thirteenth - We Do Not Waive Our Right to Enforce This Lease: The failure of Landlord to insist in one or more instances upon a strict performance of any of the agreements of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of such agreement or option, but same shall continue and remain in full force and effect. No waiver by Landlord of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

Fourteenth - How To Serve Us With Notice: Any notice by Landlord to the Residents shall be given in writing, and delivered personally or via e-mail either to the Residents or into the Premises or mailed, enclosed in a postpaid envelope addressed to the Residents at the Premises and shall be conclusively presumed to be delivered three days after deposit into a U. S. post office collection box or post office. Any notice by the Residents to Landlord is to be given in writing, and delivered to Landlord, either personally to Landlord's authorized representative, or via U.S. certified mail, return receipt requested, postage prepaid to the address stated in Summary Provision K of this Lease.

Fifteenth - We Are Not Responsible for Temporary Interruptions of Service: No diminution or abatement of rent or other compensation shall be claimed or allowed for inconvenience or discomfort arising from repairs or improvements made to Premises or its appliances, nor for any space taken to comply with any law, or ordinance or order of governmental authority. There shall be no diminution or abatement of rent or any other compensation for interruption or curtailment of any "services" or utilities which Landlord agrees to provide, when such interruption or curtailment shall be due to accidents, alterations, or repairs desirable or necessary to be made, or to inability or difficulty in securing supplies or labor for maintenance of such "service" or to some other cause. Landlord shall not be liable for any failure of water supply or electric current or any other condition arising out of any cause or causes outside of the control of the Landlord. Residents agree to report immediately any damage, defect or failure in the structure or mechanical equipment of the Premises to the office of the Landlord identified in Summary Provision "K", both in writing and by phone. Landlord will perform necessary repairs or replacements to be made at its own expense whenever such repairs and replacements are necessitated by normal wear, obsolescence, or mechanical failure not due to the fault of the Residents. Pursuant to Ohio Revised Code, Landlord may enter without notice in the event of an emergency. Further, Landlord may enter without written notice in the event Residents, a guest or occupant over the age of 16 is present at the time Landlord seeks to enter and admits Landlord to make necessary repairs, inspections, modifications or

estimates. Further, Landlord may enter with written notice if provided in a conspicuous place at least 24 hours prior to the anticipated entry. Landlord may make entry with written notice for the purposes of responding to any request tendered by Residents, making repairs or replacements; and estimating repairs, refurbishing costs; performing pest control; performing preventative maintenance; changing filters; testing or replacing smoke detector batteries; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment or security devices; removing or re-keying unauthorized security devices and locks; removing health or safety hazards (including hazardous materials), or items prohibited under this Lease Agreement or the Rules & Regulations; removing perishable foodstuffs if Residents electricity is disconnected; removing unauthorized animals; cutting off services provided by Landlord if necessary for repair or improvement; inspecting or showing the apartment to government or other inspectors for the limited purposes of determining compliance with housing and fire ordinances and regulations, or compliance with lenders' terms and conditions of mortgages, to admit appraisers, contractors, prospective buyers or insurance agents. Residents shall not unreasonably withhold their consent to enter the Premises. Residents understand that normal maintenance hours are from 10:00 a.m. to 7:30 p.m. Monday through Friday. No employee will be permitted to perform maintenance work unless authorized by request through the Landlord. All requests for repairs or maintenance must be made in writing and submitted to the Landlord at Landlord's office as specified in Summary Provision "K" or via telephone to the number listed in Summary Provision "K" or via email to the email address in Summary provision "K", before any work can be performed.

Sixteenth - Repairs & Showings: During August, September and October, prior to expiration of term of this Lease, applicants for lease of Premises shall be admitted at all reasonable hours of the day to view Premises. Landlord and Landlord's agent shall be permitted at any time during the term of this Lease to visit and inspect the Premises at any reasonable hour during the day, and workmen may enter at any time, when authorized by Landlord or Landlord's agent, to make or facilitate repairs in any part of Premises whenever same is necessary.

Seventeenth - No Oral Representations Have Been Made: Residents agree that all promises and representations made to Residents are contained in this instrument and that no oral representations have been accepted. Landlord has made no other representations or promises with respect to the Premises or the terms of the Lease Agreement, except those contained herein. No oral representations have been accepted. All modifications to this Agreement must be in writing, signed by Landlord or its agent and Residents.

Eighteenth - If You Default Before Moving In: If Residents, before the date above fixed for commencement of term hereof shall Default in performance of an agreement by Residents contained in any other Lease between Landlord and Residents, then, Landlord has the option to terminate this Lease and Residents shall not be entitled possession.

Nineteenth - What Happens If You Can Not Have Possession On the Commencement of this Lease: If Landlord shall be unable to give possession on date specified for commencement of term, thereof, Residents may, at any time within thirty (30) days after such specified date, notify Landlord of their election to terminate this Lease. Such notice shall be given in writing, addressed to Landlord, signed by one of the Residents, and thereupon, on receipt of such notice, this Lease, and all rights and obligations hereunder, shall cease, and Residents shall be entitled to receive back from Landlord all sums of money paid hereunder as their liquidated damages for any claim arising from an alleged breach of this Agreement.

If no such notice is given, the obligation of Residents shall continue and they shall take possession of the Premises as soon as Premises are tendered by Landlord to Residents, provided, however, that Residents may not take possession of Premises until same are tendered by Landlord and provided further that rent herein reserved by Landlord shall not commence until such possession is tendered. Failure to give possession on date of commencement shall not extend term of this Lease, nor shall Landlord be subject to any liability for failure to give possession on said date. Should Residents take possession of Premises before Premises or building of the Community which is completed, there shall be no diminution or abatement of rent by reason of any such incomplete condition.

Twentieth - Release of Liability, Extermination: Landlord shall not be liable for any damage or injury sustained by Residents, its occupants, guests, or occupants of Residents' use of the land appurtenant to the Premises or any recreational facilities. Further, the use of bicycles, skateboards, roller blades and big-wheel type vehicles in the Premises except for any driveway or sidewalk is strictly prohibited. Damage to buildings, trees, shrubs, or lawn areas resulting from play of Residents, occupants or guests shall be charged to Residents. Landlord shall not be liable for presence of bugs, vermin, or insects, if any, in the Premises nor shall their presence in any way affect this Lease.

Twenty-First - You Must Use Appliances for Their Intended Use: Residents agree not to interfere with or modify in any manner the cooking, refrigerating, heating or lighting installations made in or on the Premises, except with respect to replacing light bulbs, which Residents shall replace at their own expense. Landlord will replace light bulbs at Residents' sole expense (\$11.00 per light bulb) if so requested by Residents. Mechanical equipment shall not be used for any purpose other than those for which it was constructed or installed. Residents agree to use no facilities whatsoever for space heating except the heating equipment provided by Landlord. Use of supplemental heaters, including but not exclusively, ceramic or kerosene heaters is expressly prohibited. Use or storage of any type of supplemental heating equipment shall constitute an Event of Default hereunder. Heating and A/C filters must be replaced monthly with same type of filter as installed by landlord (paper filter, no fiberglass or blue filters). If landlord is required to change filter at any time during tenancy, a fee of \$21.00 will be charged as well as a charge of \$150 for cleaning of the Heating/AC unit at end of tenancy. **When the heat or air conditioner is running, all windows on Premises must remain closed or Residents are subject to any additional utility expenses beyond what is indicated in Summary Provision "M".**

Telephone installations, including both original equipment and any extensions or changes in location of service, shall be made at the expense of Residents subject to approval by Landlord. Residents shall not erect additional wiring or antennae for any type of radio or television reception.

Satellite dishes are strictly prohibited. Cable TV is permitted using the outlets already installed on the Premises. No additional cable outlets can be added without express, written permission of Landlord.

Twenty-Second - Condemnation: Should land whereon Premises are situated, or any part thereof, be condemned for public use, on taking of same of such public use, this Lease, at option of Landlord, shall be terminated and deemed null and void and term shall cease and come to an end, anything herein contained to contrary notwithstanding. Any monies paid for such condition or taking are solely the property of Landlord and Residents agree to waive any claim they may have to these funds.

Twenty-Third - Automatic Renewal: Residents are required to renew this Lease on an annual basis, unless already committing to a multi-year lease at the time of first signature (lease terms indicated in Summary Provision "C" and "D").

Twenty-Fourth - False Representation in Application: In the event Residents shall make any substantial misrepresentation therein, Landlord may treat same as a violation of this Lease, and the remedies provided under the terms of Provision Eleven hereof shall become and be applicable thereto.

Twenty-Fifth - Motor Vehicles: Residents are limited to one motor vehicles per legal driver. All other vehicles must be parked in any available on-street parking. Additional parking rules are contained in the House Rules and Regulations. Motorcycles are not to be parked on patios or in the Premises. Boats, trailers, etc. are prohibited.

Parking of a junk car or motorcycle on the property is strictly prohibited. If a vehicle is an abandoned or junk motor vehicle as defined in Ohio Revised Code Section 4513.63 and is parked on the Premises, it will be immediately towed. Landlord reserves the right to refuse parking to any vehicle if Landlord determines it may endanger the life or property of other Residents or of Landlord and/or any vehicle which Landlord believes will distract from the attractiveness of the Premises. Residents are prohibited from performing any type of mechanical work on their motor vehicles on or at any part of the Community including but not limited to changing oil or other fluids.

Twenty-Sixth - Waterbeds: Waterbeds are not permitted.

Twenty-Seventh - Binding Effect of One Resident: Residents understand and agree that (if there is more than one on Lease) the act or notice of, or to, or signature of, any one or more of them, in relation to tenancy, termination, renewal, and/or any maintenance or service orders shall be binding on each and all of Residents signing this Lease with the same force and effect as if each and all of them had acted, signed, or given or received such notice or order.

Twenty-Eighth - Release of Liability and Indemnity: Landlord, its agents and employees, shall not be liable to Residents or other occupants, guests or invitees for injury or damage to person or property arising in or about the Premises or common areas, whether or not due to the negligent acts or omissions of the Landlord, its agents or employees, or other Residents, their guests or invites, and agree to indemnify and hold harmless Landlord from any and all liability or damages arising from any such claim.

Twenty-Ninth - Property Insurance: Residents agree to carry insurance covering all Residents property located in the Premises and to indemnify Landlord from any damage, loss, or liability Landlord may sustain because of acts or omissions by Residents or other occupants, guests or invitees.

Landlord Agrees:

Thirtieth - Quiet Enjoyment: That if and as long as Residents pay the rent and perform and observe all of the agreements and provisions hereof, Residents shall quietly enjoy said Premises.

Thirty-First - Utilities: Subject to terms of Provision 12 above, Landlord shall furnish the utilities specified in Summary Provision "M".

Thirty-Second - Security Deposit: As part of consideration moving Landlord to execute this Lease Residents have paid to Landlord concurrently with execution of this Lease the sum as specified in Summary Provision "N" as security deposit, receipt of which is hereby acknowledged by Landlord. If, upon termination of this Lease, Residents are not in default hereunder and Residents have fully kept and performed all agreements of Residents herein contained and have properly notified Landlord in advance of the vacating of the Premises, then on such termination and surrender of Premises and return of keys to Landlord, Landlord will pay to Residents at their forwarding address, within thirty (30) days of surrender of Premises, the amount due. Interest will not be paid on the security deposit. The security deposit may not be applied toward any monthly rent obligation while Residents are in possession of the Premises. Residents understand that upon termination for any reason, it shall be Residents responsibility to return keys to the management office and obtain a key receipt from the management office and provide a forwarding address for each of the Residents.

Thirty-Third - We Are Not Liable at Termination: Except as herein provided Landlord shall not be liable to Residents for any damages or for other consideration on termination of this Lease.

Thirty-Fourth - Rules & Regulations: Residents acknowledge receipt of a copy of the Landlord's House Rules and Regulations which by this term are expressly adopted and incorporated by reference as if fully re-written herein. Residents, occupants, their guests and invitees must comply with all written rules contained in this Lease or any subsequent modifications (hereinafter "Landlord's Rules & Regulations"). Landlord may make changes to the House Rules and Regulations which, in Landlord's sole opinion, are necessary for the safe and/or efficient operation of all of Landlord's rental properties, at any time by mailing to Residents a notice of intent to modify the House Rules and Regulations. Said change shall be effective thirty (30) days after mailing by the Landlord regardless of the term or renewal date of this Lease Agreement.

Thirty-Fifth - No Business In Premises: It is further agreed that the Residents may not conduct any kind of business, including child care services, in the Premises except for any lawful business

conducted "at home" by computer, mail or telephone which is permissible if the customers, clients, or other business associates do not come to the Premises for business purposes.

IN WITNESS WHEREOF, the Landlord and Residents have respectively executed this Lease as of the day and year first above written.

LANDLORD: _____
Bryan Carlier

RESIDENTS: _____

_____ Residents acknowledge receipt of a copy of the House Rules and Regulations (Appendix A of lease).

APPENDIX A: HOUSE RULES & REGULATIONS

1. Residents must maintain, during their entire tenancy, an effective working telephone number and e-mail address provide said contact information to Landlord within five (5) days of taking occupancy of the Premises.
2. Residents are solely responsible for keeping fresh batteries installed in the smoke detectors and if applicable, carbon monoxide detectors at all times. Residents should check the smoke detector twice a month for proper working order and Residents are responsible for maintaining working order in the smoke detectors at all times.
3. Residents shall maintain the thermostat at 65 Degrees at all times when the outdoor temperature is below 25 Degrees in order to avoid freezing or ruptured water pipes. Residents shall change furnace and/or conditioned air filters at least every 2 months in order to keep equipment and ductwork in clean working order. Residents shall keep windows closed at all times when the heat or air conditioner is on.
4. The phone number to reach the office is (513) 460-6242 (Bryan). Residents should use this phone number to request maintenance and for after-hours maintenance emergencies. Normal maintenance and communication should be via email at carlierproperties@gmail.com.
5. Residents agree to keep lawn furniture and any other objects at the sole discretion of Landlord that may cause damage to the lawn, off the lawn of the Premises.
6. Residents may not keep trash cans or garbage bags on the lawn or the porches of the Premises. All trash and trash cans must be kept in the rear yard of the Premises until the night prior to city trash collection day. Trash must be taken out by Residents each week the night before trash pick-up and the cans must be put back the same day that trash is picked up by Residents.
7. The cost of re-keying a lock in the event of lost keys is \$50.00 per incident. The cost for a lockout without re-keying is \$20.00.
8. No bicycles may be parked/stored outside the Premises or on any patio or deck unless they are kept on the bike rack. Landlord is not liable for any damage or stolen property kept on or at the bike rack.
9. Residents agree to use and maintain room size rugs in the living room, bedrooms, and dining room in order to preserve the floors.
10. Residents shall place waterproof containers under all houseplants that are placed on the hardwood floors, if applicable.
11. There is absolutely no smoking allowed ANYWHERE inside or outside of the premises.
12. No candles are allowed inside the premises.
13. No pets of any kind are allowed ANYWHERE inside or outside of the premises.
14. No activity of any kind is permitted on roof top areas of the premises.