**THIS LEASE AGREEMENT** (“Lease”), made and entered on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in Columbus (Franklin County), Ohio between **Lane and Tuttle 1, LLC,** lessor of the unit described below, herein called "Lessor" and the following tenant(s) jointly and severally **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**herein collectively called "Tenant".

**WITNESS THAT:**

Premises Leased: In consideration of mutual covenants, promises and agreements herein contained, lessor hereby rents and Tenant hereby leases and occupies

from Lessor the premises known and designated as **Unit # , The Point on Lane, 2212 Tuttle Park Place, Columbus, OH 43201**.

This Lease entitles you to occupy 1 bedroom(s) and its assigned bathroom (referred to herein as your “Bedroom”) in a potentially multi-bedroom apartment (based on the apartment type selected above) which will be identified by Landlord and confirmed to you by written notice at or prior to the commencement of the Term, and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including any common bathroom, living room, kitchen, and where applicable, laundry facilities within the apartment (the “Common Areas”). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the “Apartment.” In addition, you have the right to non-exclusive use of those public areas of the Community to which all residents have general access. COMMUNITY AREA EXCEPTIONS: DURING SPECIAL EVENTS LESSOR INTENDS TO LICENSE CERTAIN AREAS OF THE COMMUNITY COMMON AREAS, INCLUDING BUT NOT LIMITED TO THE 7TH FLOOR BALCONY, 4TH FLOOR BALCONY, PARKING GARAGE, ALL BALCONIES THAT ARE ACCESSIBLE WITHOUT ENTRY INTO AN APRATMENT, THE EXTERIOR AREAS SURROUNDING THE BUILDING, THE FITNESS CENTER, AND THE CONFERENCE/MOVIE ROOMS. DURING AND UP TO 24 HOURS PRIOR TO SUCH SPECIAL EVENT LESSOR MAY EXCLUDE ALL RESIDENTS FROM SUCH AREA. SPECIAL EVENTS SHALL INCLUDE BUT NOT BE LIMITED TO ALL HOME FOOTBALL GAMES, AND CONCERTS IN THE SHOE. LESSOR SHALL POST NOTICE OF ANY SUCH CLOSURES 48 HOURS PRIOR TO THE CLOSURE. RESIDENTS SHALL NOT BE ENTITILED TO ANY REDUCTION OR ABATEMENT OF RENT FOR SUCH CLOSURE.

Lease Term: The Tenant agrees to occupy said Premises for the term of **350** days commencing on August 20, 2018, and fully ending at 1:00 P.M. on August 5, 2019. On partial renewal leases, if accepted by Lessor, any and all tenants renewing their lease at the above address will have the option to stay in the unit beginning August 5th, but the new tenant's move-in date is August 20th (see section 4 of this lease for additional details).

Rent: During the lease term, Tenant shall pay to Lessor rent equal to **$\_\_\_\_\_\_\_\_,** which rent shall be paid in monthly installments of **$\_\_\_.** *Note (if*

*applicable): August rent is not pro-rated; however, rent is not due until your move-in day or August 20th, whichever comes first. Please note*

*that rent is paid on 350 days, not 365 days.* The rental installments and utilities shall be paid on the first day of every month during the lease term. Tenant acknowledges and agrees that the first month’s Rent is not pro-rated and the first Rent installment is due on or before August 20th. **All rent and utilities received after 5:00 PM on the first day of the month shall be subject to an immediate late** **charge of fifty dollars ($50.00) or 10% of the monthly installment due (whichever is less) as well as a fee of five dollars ($5) per day.**

**Please pay water and any other monthly utilities directly to our office with your monthly rent check.** **If your rent is late, the payment received will first be applied to late fees and the remainder will be applied toward your rent.**  At Lessor’s option,

Tenant will make rent payment by money order for the remainder of the Lease at first incidence of returned checks. Any rental or utility payment not made in full by the date due for any month shall constitute a breach of this agreement, at the option of the Lessor. Any late fees or bank charges not paid by the end of the lease will be deducted from the security deposit. **Rent is due on or before the first day of each month no matter if the first day of the month falls on a weekend or Holiday. Tenant acknowledges that any outstanding fees will be paid first before rent.**

Description: This Lease is between you and us. We agree to lease to you and you agree to lease from us, the following:

1. Your sole use of your Bedroom (including the assigned bathroom, if any) within the Apartment;
2. Together with the other residents of the Apartment, your joint use of the Common Areas;
3. Together with the other residents of the Community, your joint use of those areas of the Community to which all residents have general access;
4. If a furnished Apartment, your sole use of the furniture within your Bedroom; and your joint use of all appliances and furniture within the Common Areas of the Apartment; and
5. Your joint use of the mail box that is assigned to your Apartment by us (the “Mail Box”).

THE PARTIES DO HEREBY AGREE AND COVENANT AS FOLLOWS:

1. **Rent Payment: NO CASH ACCEPTED.**  Make check payable to:

Lane and Tuttle 1, LLC

2212 Tuttle Park Place

Columbus, OH 43201

**All returned checks are subject to a fifty-dollar ($50.00) charge as well as any applicable late charges and other remedies provided herein.**

1. **Application of payments:** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent.
2. **Compliance:** Lessor agrees to reasonably maintain the Premises to conform with all housing rules and regulations as they apply to the leased premises.
3. **Management:** The management company will operate to maintain the premises to conform to housing rules and regulations as set forth by the local governing authority in which the leased premises shall be situated, as interpreted by that local governing authority. Tenant acknowledges and gives consent that Landlord primarily uses email and text message to communicate to Tenant.
4. **Move-in Date:** The agreed upon move-in date for the Tenant is **August 20, 2018**. This date can be changed only in writing accepted by the Lessor. Lessor shall not be liable for any damage suffered by Tenant, whether by negligence or otherwise, prior to the move-in date. This Lease is conditioned upon Lessor being able to secure possession of the Premises for the existing Tenant, if any, by the commencement date hereof, and if Lessor is unable to deliver possession of the Premises to Tenant at the commencement date for any reason, Tenant's right of possession shall be postponed without any liability on the part of Lessor to Tenant for any such postponement, until such time when the Premises shall be in suitable physical condition for occupancy, or until such time when Lessor is able to deliver possession. Tenant expressly acknowledges and agrees that the Move-In Date is conditioned upon Lessor being able to secure completion and possession of the Premises by the Move-In Date.

1. **Condition of Premises:** Tenant hereby acknowledges that the Tenant has inspected the Premises/Building and agrees to accept the Premises/Building in an "as-is" condition with the exception of any painting and cleaning necessary unless otherwise noted herein. The acceptance of this lease shall be deemed conclusive evidence that the Premises are on the date hereof, in a satisfactory condition and repair, unless otherwise specified herein.

A Move-in Checklist will be provided to you at the time that you move into your Apartment. A representative from Hometeam Properties, LLC with walk through the apartments with you noting any damages or concerns you specify. Once the Move-in checklist is complete it will be submitted and serve to notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **With the exception of the items specified on your Move-in checklist, you accept your bedroom, apartment, fixture, appliances and furniture in your bedroom and apartment in their “as-is” condition, with any faults.** You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person’s violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom and any damage in the Apartment or Community caused by the negligence or improper use by you or your guests. In addition, you will be jointly and severally liable with the other residents in your Apartment for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease. You acknowledge and agree that to the extent the responsible party cannot be determined in respect of damage to any shared areas of the Apartment or the Community, Landlord shall charge all residents in the Apartment or Community, as applicable, on a prorata basis, but all residents of the Apartment shall be jointly and severally liable for all rents, damages, and other charges.

1. **Holding Fee/Security Deposit:** Tenant has deposited a holding fee in the amount of **$\_\_\_\_\_\_\_\_\_\_\_\_** for the above unit with the Lessor. Upon full execution of the lease (applications, application fees, security deposits, cosigner forms), the holding fee is to be used as a "Security Deposit" to insure the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Lease. At the termination of the tenancy hereunder, for whatever cause, Lessor may use, apply or retain all or any portion of the Security Deposit for any obligation of Tenant arising under the terms of this Lease , unpaid rent, utilities, fees , billbacks or as liquidated damages for Tenant's premature termination of Lease Term, provided, however, that in any such event Lessor may seek redress against any damages suffered by Lessor in excess of the Security Deposit or any portion not so used, applied or retained shall be refunded to Tenant in accordance with applicable law after termination of the tenancy and delivery of possession of the Premises to Lessor with interest, if any required by law. Tenant agrees the Security Deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent the last month of occupancy. The Lessor, at the expiration of the Lease or hold over tenancy, may apply the security deposit for past due rent, fees, utilities, billbacks and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guest, family or invitees. Also, abandonment or vacating of the Premises by the Tenant before the end of the term shall result in the Lessor deducting damages he has incurred from the security deposit. In the event that any part of the Security Deposit shall have been utilized by Lessor in accordance with the terms hereof of applicable law, Tenant shall upon demand immediately deposit with Lessor a sum equal to the amount so applied by Lessor so Lessor shall have the full Security Deposit on hand at all times during the Lease Term, including any extension, renewal or holdover term. In the event of the sale, transfer or assignment by Lessor of its interest in the Premises of this Lease, Lessor shall have the right to transfer the Security Deposit to the transferee whereupon Lessor shall be released from all liability for the return of the Security Deposit and Lessor shall have no further liability to return such Security Deposit to the assignor or sublessor. **Security Deposit cannot be used for your last month’s rent**. Note: unit must be cleaned thoroughly upon move out regardless of early move in.

The Tenant agrees to provide the Lessor, in writing, a forwarding address upon vacating the Premises. The Lessor agrees to return to the Tenant the security deposit, or whatever part has not been applied in payment of any Tenant obligations under the Lease, within thirty (30) days after the expiration or any renewal of the Lease and delivery of possession of the Premises to the Lessor, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by the Lessor during this same time period. This provision does not waive rights of the Lessor to seek damages in excess of the security deposit. The Tenant agrees to reimburse the Lessor any rents, fees, utilities due and/or damages exceeding the security deposit.

Tenant agrees to and consents to the final payment for utilities usage being deducted from the security deposit**.**

1. **Rent Adjustments:** If the lease is extended or renewed for an additional period, then Tenant shall pay a renegotiated rental amount. Tenant may be asked to increase the Security Deposit to equal the new rental rate as a result of releasing at Lessor's sole option. Also, any extra persons found to be living in the unit that are not on this lease agreement will be a breach and default of this lease and without waiving any rights, Lessor may subject this lease agreement to an increase in rent based on the average per person rent before the illegal tenant moved in. In addition, Lessor may require an extra security deposit payment and application fees as well as a filled out application to rent and signed lease from new tenant.
2. **Liability:** Management is not responsible for loss, expenses, or damage to any person or property. Management is not liable to Tenant for permitting or refusing entry to anyone into the Premises. Tenant must pay for damages suffered and reasonable expenses of Management relating to a claim arising from any act or neglect of Tenant. If an action is brought against Management arising from Tenant’s act or neglect, Tenant shall defend Management at Tenant’s expense with an attorney of Management’s choice. Tenant is responsible for all acts or neglect of Tenant’s family, employees, guests or invitees.
3. **Personal Property; Lessor's Liability:**
   1. All personal property located or stored in the Premises shall be maintained at Tenant's sole risk and Tenant shall indemnify and hold harmless Lessor from any liability, except in the case of Lessor's sole negligence or willful misconduct, for any injury, damage or loss resulting from any accident or occurrence in or upon Premises sustained by Tenant or any person claiming through Tenant.
   2. Lessor shall be liable for damages sustained by Tenant or anyone claiming through Tenant resulting from the action or inaction of the managing agent or any of their agents or employees, if negligent, or for the failure of any of them to provide heat, electricity, water, sewer or other services.
   3. If the property occupied by the Tenant is broken into, a police report is required to be filed by the Tenant. A copy of the report must be submitted within 30 days of the incident to Hometeam Properties Management, LLC.
4. **Insurance:** Tenant will do nothing and permit nothing to be done on the Premises that will contravene any fire or other insurance policy covering the same. If Tenant's use or occupancy of the Premises increases the premium of any fire or other insurance policy, Tenant shall pay such increase. In the event of fire, or other casualty which is caused by any negligence of Tenant or the Tenant’s guest, co-tenants, invitees, agents or servants, Tenant shall be fully liable to Lessor for all damages, costs, losses and expenses resulting from such fire or other casualty and not reimbursed by Lessor’s insurance. Further, the Lessor’s insurance company may subrogate against Tenant, co-tenants, guarantors, agents or servants. And further, in such event Lessor may, at its option, retain Tenant’s security deposit, without interest or other penalty, pending the final determination of the cause of such fire, or other casualty, and Tenant’s liability therefore, unless otherwise required by ORC 5321.16. Lessor's insurance does not protect the possessions of the Tenant. **It is the Tenant's responsibility to insure the property of the Tenant. By agreeing to the terms set forth in this lease, Tenant acknowledges that Lessor will not provide any type of renters insurance and it is the sole responsibility of Tenant to obtain such insurance.** By signing this rental agreement, Tenant agrees to acquire renters insurance at least one (1) week prior to Tenant’s move-in date and carry said insurance throughout the duration of Tenant’s rental, regardless of when this lease and/or any extension of this lease expires. In addition, Tenant agrees to provide Lessor with proof of said renters insurance upon request of Lessor.
5. **Inspection, Repair and Rehabilitation:** Lessor, its agents or employees and mechanics authorized by Lessor or the managing agent, if applicable, shall and may from time to time, with reasonable notice to Tenant, enter in and upon the premises to render services and make adjustments in connection therewith, customary or necessary in the construction, remodeling, or in the maintenance of the premises and for all other proper purposes. Lessor shall have the right, upon reasonable notice to Tenant, to show the Premises to prospective purchasers and/or tenants and during the last ten days of the Lease Term shall have free access to the Premises in order to make repairs, remodeling, decoration or maintenance for the incoming Tenant, should Lessor deem this action necessary. Lessor shall have the right to enter without notice if emergency repairs are required. Twenty-four (24) hour notices shall be considered to be reasonable notice in non-emergency situations.
   1. All glass, screens, doors, door locks, mailbox locks and their parts, and all window glass and window parts are the responsibility of Tenant for repair and replacement if caused by the tenant(s) and/or guest’s neglect or damage. They are to be repaired by Tenant within three (3) days of any malfunction or breakage. Lessor is to be notified if damage has occurred and when repairs are finished so Lessor can inspect and approve the work. It is the Tenant’s option to have the Management Company complete said repairs at the Tenant’s expense understanding Tenant will accept all charges stemming from repair, labor, administrative time etc. All such happenings, repairs, and inspections shall be ordered and kept in the Lease file. If not repaired promptly, management may make necessary repairs for safety, security and well being of property. All labor and materials are chargeable to the Tenant and will be paid for within 30 days of repair.
   2. Tenant understands that the City of Columbus may inspect leased property at any time and Tenant further agrees to pay for any damages caused by improper living conditions in accordance with City Code, i.e. cords along floors, cable wires improperly run across floors, extension cords improperly used, laundry/debris on floors and in hallways, flammable objects near the furnace and hot water tank, etc. Tenant understands that they may be fined in accordance with the City Code and hereby indemnifies Lessor from any/all charges due to improper living conditions.
   3. In addition, Tenant acknowledges that Lessor may desire to perform improvements to said property during the terms of this lease. Tenant agrees fully and unconditionally to allow Lessor to perform rehabilitation work as desired by Lessor, including but not limited to, remodeling or construction of rooms, common areas, porches, decks, and basements. Tenant indemnifies Lessor from any damage or loss of personal property of Tenant during time of said rehabilitation unless said damage was the direct result of the negligence of the Lessor. Tenant agrees to allow Lessor, its agents, employees and/or sub-contracted personnel, unconditional access to the property during said time of rehabilitation and waives right to 24 hour notice during this time. **Tenant at no time shall be allowed to change any locks including front door, back door, side door, any and all bedroom doors, et al.** Should Tenant change locks without the permission of Lessor, Tenant will be charged labor and materials for Lessor to reinstall locks provided by Lessor. **Tenant is NOT permitted to install any interior locks of any kind.**
6. **Maintenance**: ***EACH TENANT IS ENCOURAGED TO READ THIS SECTION VERY CAREFULLY.*** 
   1. **Cleanliness:** Tenant shall keep the premises neat, clean, sanitary, dispose of all garbage and other organic or flammable waste in a clean, safe and sanitary manner. Where Tenant is to provide trash containers in single family units, Tenant shall put trash out for collection on the designated day and store all containers appropriately (e.g., no overflow garbage outside proper containers). If needed, Tenant shall call the City of Columbus (614) 645-3111 (or other applicable phone number) and arrange for another pickup time to avoid overflow of garbage.
      1. Tenant is responsible for extermination costs unless the Tenant has notified the Lessor within one week of move-in date of any extermination issues.
      2. Tenant acknowledges that he/she will use their best efforts and care to avoid any conditions which would introduce, cause or promote the presence of bugs, vermin and/or insects in the premises or community property. Resident acknowledges receiving a copy of, and agrees to comply with, lessor’s Integrated Pest Management.
      3. Tenant is responsible for removal of trash from the unit. Where trash receptacles are provided, Tenant shall use appropriately.

No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to $50 for each item that we must remove

No resident may hang any drapery or other decoration, sign, or anything which may be visible from any window.

* 1. **Fire Extinguishers and Smoke Detectors:** Tenant acknowledges that there are smoke detectors in the Premises that have been provided by Management. It is Tenant’s responsibility to check the smoke detectors and to replace the batteries as needed. Tenant must not remove the batteries or disable the smoke detectors. Tenants must promptly inform Management of any defects or problems with smoke detectors. Fire extinguishers and smoke detectors are an important safety feature of Hometeam Properties Management, LLC. Fire extinguishers are inspected annually and a tag is placed on the extinguisher with the inspection date (tagged extinguishers are in rooming houses). Please do not tamper with, remove tag from or let off the fire extinguisher in the home. These are inspected prior to you moving in.
     1. It is also the Tenant’s responsibility to check and replace the batteries in any smoke detectors throughout the year (if Lessor has to replace battery in smoke detector a $25 service fee will be assessed). Rooming houses will be inspected by the City of Columbus once throughout the year. If the fire extinguishers/and or smoke detectors are tampered with, the Tenant will be billed back the cost of the extinguisher/smoke detector and a maintenance service fee. These fees range from $75 to $250 depending on the size of the extinguisher. The Tenant acknowledge that operating smoke detectors were installed in the property at the time Tenant took occupancy and at no time during Tenant’s occupancy in the property did the lessor ever remove the smoke detector (s) from the property. Tenant agrees to inspect and test the smoke detector once each month. Tenant is responsible for replacing “dead” batteries with the battery types specified in the smoke detector instructions throughout the lease term. If the smoke detector will not operate after resident replaces the batteries, resident will promptly notify lessor or lessor’s agent by certified mail, pursuant to Columbus City Codes 4529.11 (B).
     2. Lessor may charge resident a service charge if the service call results from Tenant’s failure to replace dead or missing batteries (if applicable), tampering, interfering with, or damaging any components of the smoke detector. Tenant shall be liable for immediately paying the cost of repairing any damages caused to the smoke detector by Tenant’s negligence or misconduct. Lessor shall not be responsible for any injury or damage to persons or property occurring in the premises that in any manner arises from Tenant’s failure to test, inspect or maintain the smoke detector or from Tenant’s failure to comply with the Columbus City Code 4529:11; and Tenant shall indemnify Lessor from such damage or liability. Any cost of replacing the smoke detector, or its batteries, if applicable, after Tenant vacates the premises may, at the Lessor’s option, be deducted from Tenant’s security deposit. If any rule or provision of this Smoke Detector Addendum is violated by residents or resident’ guests or occupants, lessor shall have all other rights and remedies set forth in paragraph 18 of the CAA/CBA Standardized Lease, or any other lease used by lessor, including damages, eviction and / or attorney’s fee.
  2. **Proper Use of Fixtures and Appliances:** Tenant shall use and operate all electrical, gas, water, plumbing, heating fixtures and appliances in accordance with the operation instructions in a safe manner (space heaters and mini-fridges are NOT permitted in bedrooms as it may overload the electrical system). In the event the plumbing in the Premises is obstructed due to negligence of Tenant or Tenant's family or guests, licensees, employees or agents, Tenant shall pay the cost of clearing such obstruction immediately upon presentation of the bill to the Tenant by Lessor. Tenant shall not permit any person to destroy, deface, damage, impair or remove any part of the Premises of the facilitated and appurtenances thereto and shall not himself do any such thing.
     1. Tenant shall keep any flooring on the Premises clean and in good condition including but not limited to carpeting, tile and hardwood floors. Any repairs made necessary by acts of commission or omission of Tenant, his/her family, guests, employees, or pets (if permitted) shall be paid by Tenant at the rate of forty-five ($45.00) dollars per hour, plus materials, but Tenant shall not order repairs on or about the Premises without prior approval from Lessor. Excessive wear removing the protective finish of hardwood floors or scratches and gouges through the finish is not considered normal wear and tear.
     2. All lockout calls made by the Lessor shall be charged to the Tenant at thirty-five ($35.00) dollars per call between 8:00 a.m. and 5:00 p.m. or at fifty ($50.00) dollars per call between 5:00 p.m. and 8:00 a.m. (if lock needs replaced, material costs will also be charged). Lost keys will be replaced at a cost of five dollars ($5.00) per key during regular office hours.
     3. **Tenants are responsible for any drain or plumbing backups if evidence is found caused by tenant(s) or guest(s), i.e. hair clogs, tampons, food, bottle-caps, etc. Tenant is also responsible for the garbage disposal lock ups or backups. This includes clogged toilets. Tenant will be charged a minimum of $55 during normal business hours and $85 for night and weekends for standard drain, garbage disposal, or plumbing backups.**
  3. **Furniture:** Each unit is leased semi-furnished. Tenant agrees to return all items listed to the Landlord at the end of the term of this Lease in as good of a condition as received, only reasonable wear accepted
     1. Tenant will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. Tenant will not remove our furniture, fixtures, and/or furnishings from the Apartment for any purpose. Tenant shall be responsible for all loss, breakage or other damage to furnished items.
  4. **Balcony:** No tenants, under any circumstances, shall throw, drop, toss, or by any means cause any and all object off of any balcony. If any tenant commits any such act they shall be considered in breach of his/her lease and subject to eviction. NO TENANT MAY STORE ANY PERSONAL PROPERTY OR DECORATE ANY BALCAONY OR HAVE ANY SIGN ON ANY BALCONY.
  5. **Repairs:** Hometeam Properties, LLCagrees to maintain the Premises in a fit and habitable condition, pursuant to Ohio law. Tenant understands and agrees that Landlord is entitled to a reasonable time to make any necessary repairs or maintenance and the Tenant shall not be entitled to any abatement for any inconvenience or annoyance during that reasonable time. Tenant further understands and agrees that Tenant may not withhold the payment of rent under any circumstance, regardless of any allegation made by Tenant that Landlord did not make repairs within a reasonable time or that Landlord otherwise failed to cure any other complaint made by Tenant.
  6. **Access:** Hometeam Properties Staff shall have access to the Apartment for all purposes permitted by Ohio Revised Code 5321.05(B) with reasonable notice, except in the case of an emergency, where no notice shall be required. If the Tenant (or co-tenant) requests Landlord perform service on the Apartment, such request for service shall be deemed permission for Landlord to enter the Apartment for the requested service

1. **Security**: Hometeam Properties, LLC, at its sole option, may elect to install certain security devices or measures that are not required by law, including video recording devices. Tenant agrees that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings. No security system, including controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism and ingenious criminals can defeat or avoid these systems. Repairs to such devices cannot always be competed immediately. Therefore, you should always proceed on the assumption no security systems exist. Tenant agrees to comply with the security procedures and response actions set forth by Landlord. Tenant agrees that local law enforcement agencies, rather than Landlord, are responsible for security.
2. **Uses:** The Premises will be used solely as a dwelling to be occupied by no more than the number of persons set forth on the application for Lease, including children, and for no other purpose. No person other than Tenant and the members of the immediate family of Tenant shall be permitted to occupy the Premises without prior written consent of Lessor, provided, however, the occasional visits of guests, not to exceed two weeks during any consecutive twelve-month period without the prior written consent of Lessor, are permitted. Tenant will not use or allow the Premises to be used by any family members, guests, licensees, employees or agents for any disorderly or unlawful purpose or in any manner offensive to others and Tenant will comply with the applicable laws and ordinances. Tenant will comply with all local, state and federal laws, to include:
   1. Tenant will comply with laws regarding the illegal use, manufacture, or distribution of a controlled substance. Proof of illegal activity may be reasonably inferred by the Management Company and Lessor from fact circumstances including, but not limited to police investigations, witness and/or complaint reports, suspicious activity. For reasons of Tenant’s own safety and to abide by the Law of the City of Columbus and policy of Hometeam Properties Management, LLC.
   2. Tenant will not place upholstered furniture or grills on any exterior porch, deck, roof or any other open dwelling and will be subject to a fine of $75 per occurrence, fines/penalties imposed by the City of Columbus in addition to any costs associated with removing or storing furniture as well as any costs for roof damages. As per City of Columbus law and policy of Hometeam Properties Management, LLC, at no time are tenants allowed on roof or any exterior dwelling of unit. Any tenant caught on roof or exterior dwelling is subject to a default of the lease and a $50 fine, all applicable City fines and any damage to the building resulting from this improper use and any and all remedies provided in this lease and at law and in equity. Also, it is to be noted that tenants may not have an excessive number of people on any porch, balcony or exterior landing (more than one person per square yard is deemed excessive). Violation of this policy on and after third documented offense will be considered breach of this contract and could result in eviction.
   3. Tenant is not allowed to use property in a commercial manner or any use that allows Tenant to charge a fee and make money without prior written consent of Lessor (ex. Tenant cannot charge for parking).
   4. Tenant will not hang signs, banners or flags without prior consent from all authorities on the subject including, but not limited to the City of Columbus Code Enforcement, Historical District Code Enforcement, and the Management Company.
   5. In addition Tenant at no time shall park in the grass, yard or any area that isn’t meant for parking, and at no time is it permitted for the tenant to have unregistered or inoperable vehicles on the property either in the designated parking area or on any part of the lawn. Any cars found in violation of said terms are subject to tow at the Lessor’s and/or Tenant’s expense and a fee of Seventy Five Dollars ($75.00) will be assessed per occurrence.
   6. Tenant acknowledges that this unit has a finite number of approved bedrooms with proper egress and should there be more tenants on this lease than approved bedrooms, it is the responsibility of the Tenant to share as many bedrooms as necessary. Tenant indemnifies and holds harmless the Lessor for any improper use of unapproved space by Tenant. Lessor is held harmless if certain rooms are not considered bedrooms by any other agencies due to size, location, etc.
   7. Tenant is responsible for placing bath mats outside each tub and shower. If we enter the property and a mat is not found and water is damaging the floors or leaking through the ceilings, the Tenant will be responsible for the damage.
   8. Due to the multi-tenant and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. Tenant and tenant guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
   9. No pets or animals of any kind shall be permitted.
3. **Occupants**: Tenant may not permit another person to live in the Premises or in the Apartment or in the Bedroom. The Apartment may be occupied only by those persons approved by Landlord. If the Apartment at any time is occupied on a non-transient basis by any person or persons not approved in writing by Landlord, Tenant shall be in default of this Lease and Landlord may avail itself of those remedies provided under Paragraph (17) hereof, including the right to terminate this Lease. Tenant covenants and agrees that Tenant will not allow anyone else to occupy the Apartment, nor assign this Lease or sublet the Apartment, or any part thereof, without the Landlord’s consent in writing. Whether or not Landlord grants its consent, Tenant shall remain primarily liable for all obligations of the Tenant as provided in this Lease.
4. **Guests:** Although Tenant may have visitors from time to time, it is understood that occupancy of the Premises is expressly reserved for Tenant only, and any persons occupying the Premises as a guest for more than seven (7) days during the Term shall be treated as guests only if the Manager is notified in writing by Tenant and consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guest in excess of said fourteen (14) day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Tenant a violation fee of twice the posted amount, in addition to the right of Landlord to declare the Lease in default and pursue any of Landlord’s other remedies hereunder or by law.
5. **Vacant Bed:** If the Apartment consists of more than one bedroom, Landlord has the right, when any bed within the Apartment is unoccupied, to place a new Tenant in the unoccupied Bedroom unless you and all other Tenants in the Apartment agree to pay Landlord, as part of Tenant’s respective Rent, the rent due and other charges due for such unoccupied Bedroom. Tenant is not allowed to use any vacant room or bed in the Apartment for any purpose whatsoever unless Tenant is paying rent for the room. If Landlord discovers that Tenant is using a room or bed in the Apartment that should be vacant, Landlord has the right to charge an amount equal to twice the posted amount of a violation fee plus the cost of refurbishment. If this situation is discovered and none of the Tenants of the Apartment claim responsibility, then the charges will be divided evenly among the Leaseholders of the Apartment. Multiple violations will result in multiple charges both for illegal use of the room and for refurbishment of the room.
6. **Alterations:** Tenant will not remodel or make any structural changes, alterations, additions or decorations to the Premises; will not wallpaper, paint or redecorate, install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigeration or cooking units, radio, television antenna or satellite, nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor change the existing locks of the premises, without prior written permission of the Lessor.
7. **Pets / Animals:**  **NO ANIMALS SHALL BE PERMITTED** in, or about the Premise.This includes pets “visiting even for a few minutes” or that are temporarily at the house. Any animal at the house must be approved **in writing** by the Management Company ahead of time. If it is found that any pet violation has occurred, the Tenant will be charged **$150** rent per month retroactive back to lease origin and a **$200** non-refundable fee per pet. Tenant shall be and remain solely responsible for the cost of all damages to the Premises for any violation of this provision
8. **Sublet/Transfer of Lease/Removal of Lease:** Tenant shall not assign this Lease nor sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other persons without prior written consent of Lessor. No person shall be released from the covenants of the Lease without first obtaining the written agreement of the other tenants and/or cosigners set forth herein and written approval of changes from the Lessor. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid. If Lessor consents to the sublet or transfer, Tenant shall pay a separate administrative fee to Lessor. Said fee shall be to cover additional costs incurred by Lessor.
   1. Sublet fees are a minimum of $100 per person. Said fee shall be payable at time of sublet and may be deducted from Security Deposit at the Lessor’s discretion.
   2. If Tenant wants to be completely removed from the lease (such as the case with a transfer), Tenant must have found a replacement approved by the Lessor in writing. The replacement must have paid all applicable administrative fees and turned in all forms (application, application fee, security deposit, cosigner forms). The security deposit of the person being removed from lease is forfeited plus a $100 administrative fee.
9. **Parking:** Parking is regulated at the sole discretion of Landlord.It is agreed by and between the Lessor and Tenant that parking is not granted as part of the leased premises, but rather as a courtesy to the Tenant. Parking will be regulated at Lessor's discretion. If parking is permitted, Tenant must complete parking application and obtain permit/sticker (if applicable) by provision of Lessor, abide by parking rules/regulations or be subject to towing at Tenant's expense. Parking will be offered in the form of the on-site parking garage at a monthly cost per parking pass of $100.00. If a tenant chooses not to purchase a monthly parking pass, there is no parking available through Lessor.
   1. **PARKING ADDENDUM** Tenant agrees to pay a monthly fee of $100.00 in order to receive a parking permit for the on-site garage. Permits must be visible and placed in the designated area of the vehicle (bottom left of rear windshield). This parking permit grants access for one (1) vehicle per permit which is non-transferable to other vehicles. You must notify the office of any changes in vehicle assigned to a permit.
   2. Vehicles improperly parked, parked without parking permit/sticker, blocking aisles, cars, extensive areas of lot or dumpsters may be towed at Lessor’s discretion. Vehicles judged inoperable, or unlicensed are subject to immediate removal at Lessor’s cost.
   3. No repairs or maintenance to vehicles may be conducted on Lessor's property without prior consent from Lessor.
   4. Tenant is liable for any damage to parking areas, building parts, signage, or structures caused by Tenant or its guest's vehicles whether in violation of parking rules or not. **If tenant is found responsible for damage due to leakage, they will be assessed a minimum $75.00 fine**.
   5. All motorized vehicles are restricted to designated parking areas only and must use ordinary traffic lanes. Parking permits may be issued if necessary and do not guarantee resident a parking space.

Note: Permits are assigned to specific license plate numbers. Tenant is never allowed to park on the yard or grass or any area of residence that is not specifically meant for parking. As previously stated, Tenant is not permitted to charge fees to others for parking including, special events, i.e. Ohio State University football games.

* 1. Parking spaces located at the property are intended for the use of the Tenant only. Guests will have to use public parking on streets or side streets. We reserve the right to ask for valid vehicle ownership. The vehicles must be owned by tenants or a person related to tenants.

1. **Utilities: Tenant shall pay all utility bills for services separately metered or billed to the premises during the Lease Term, including any extension, renewal or holdover term, as the same become due and payable. This includes usage, deposits, or any other charges resulting from multiple meters associated with a single utility (i.e. two gas meters, three electric meters, etc.).** Tenant's non-payment of any utility bill is material breach of this lease. The water payment is to be paid on the first of the month with the rent payment. **All water payment received after it becomes due shall be subject to an immediate 10% (ten percent) late charge.** Failure to pay a utility bill within 15 days of its due date may result in an eviction being filed against Tenant. Tenant shall transfer all appropriate utilities into Tenant's name within 20 business days of occupancy and shall be subject to an administrative fee of $35 per month for each month utilities are not in Tenant’s name. This failure on the part of the Tenant also constitutes a breach of this agreement at the option of the Lessor. In the event that Lessor pays any utility, Tenant will be liable to reimburse the Lessor and may be subject to said administrative fees in addition to fees resulting from excess utility bills due to negligence and/or abuse.
   1. Tenant shall pay 100% of: electric and water. Tenant is held responsible for any meter reading charges from the City of Columbus including but not limited to meter malfunctions.
   2. Non-essential services such as telephone, internet and television will be procured, installed, and paid for by the Tenant if desired. Tenant must get written permission from Lessor for cable, satellite, etc. installation
   3. Tenant is responsible for the use of all utilities (including fees) until the last day of the lease and is responsible for giving the utility company their forwarding address so that the last month’s utility usage will be paid. Any utility bills/fees not paid will be taken off the Tenant’s deposit and subject to said administrative fee.
   4. If any utility is shut off for any reason, the Tenant is held fully responsible for any and all issues regarding the utility during the lease term. If Tenant stays in a hotel, the Tenant is held 100% responsible for any costs during the time the utility is off.
   5. The Tenant understands that if the Gas utility is shut off during months where it may be colder than 50 degrees, the pipes may freeze and the tenants are 100% responsible for any damages incurred to Hometeam Properties Management, LLC.
   6. Each occupant/Tenant shall pay a monthly fee equal to $10.00 per month to lessor as reimbursement to Lessor for maintaining the public portions of the Community.

We will furnish certain utilities (through independent third party providers) as set forth in the Utility Exhibit attached and incorporated herein by reference. Otherwise, you are responsible for the activation of all necessary utilities, including TV cable, internet, electricity, water and other utility services, which activation should be done prior to your occupation of the Apartment. You shall timely pay for any and all utilities to the Apartment. Except as otherwise noted in the Utility Exhibit, you shall keep such utility accounts in your name for the duration of the Term. You shall pay for any fees, fines, penalties or other charges assessed against Landlord or you for your misuse of any utility service, including but not limited to, use that violates the applicable law, the Rules and Regulations, or rules and regulations of such service provider.

1. **Termination of Lease:** Tenant shall vacate the Premises promptly at the expiration of the Lease Term and shall not hold over its term. Tenant will, upon termination of this Lease, surrender the Premises and all furniture, fixtures and equipment of Lessor therein good, clean and operating condition with the exception of ordinary wear and tear (Note: holes in drywall, personal items left in or about the Premises, and trash and debris inside or outside the Premises are NOT normal wear and tear). Tenant shall at the time of vacating the Premises, clean the Premises, including without limitation, the stove, refrigerator, all furniture, all bathrooms, all bedrooms, all common areas and Tenant shall remove all remove all trash and personal property from the Premises; and Tenant shall ensure that the carpets are cleaned and free of soiled spots and stains: and the Premises shall be left in broom clean condition. If such cleaning and removal of trash is not accomplished by Tenant, action deemed necessary by Lessor to accomplish the same may be taken by Lessor at Tenant's expense. Upon vacating the Premises, Tenant shall deliver all keys thereto to Lessor within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks at a rate of fifty dollars ($50.00) per lock plus materials. **Note**: Tenant will not be released from any lease obligations (including, without limitation) any renewal term due to transfer out of area for school, work or any other reason, unless and as may be required by applicable law.
2. **Lease Renewal:** Tenant must notify Lessor in writing by **October 1, 2019** of intentions of renewing lease for the upcoming Fall Lease period, and have all new deposits/applications in by **October 1, 2019, provided Tenant shall NOT have an option or right to renew and any renewals shall be at the sole discretion of Lessor**. Lessor has the right to show your property at any time, as long as Lessor gives 24 hour notice to the property. If Tenant fails to timely request Lease Renewal in writing, such failure shall constitute notice to Landlord that Tenant will vacate the Premises at the end of the Lease Term. Approval of any Lease Renewal request will be made at the sole discretion of Landlord and any agreement as to the renewal Rent. Landlord will notify Tenant of provisional approval of Lease Renewal in writing within thirty (30) days of receipt of Tenant’s Lease Renewal request. Landlord reserves the right to cancel any Lease Renewal at any time up to ninety (90) days prior to termination of the Initial Term. All other Lease terms, provision, conditions, covenant and Guarantees shall be fully enforceable during any Lease Renewal, except as otherwise provided in this Lease: if one or more Tenants choose not to renew, the non-renewing Tenant(s) shall be released from obligations under this Lease at the termination of the Initial Term.
3. **Holding Over:** If Tenant stays past the termination or expiration of the Term of this Lease, Tenant agrees to and shall be pay the pro-rated rent per day plus an additional service charge of $100 per day charges for leases under $2000 per month and $150 per day for leases over $2000 per month. Notwithstanding anything within this Lease to the contrary, Landlord is under no obligation to renew this Lease.
4. **Failure to give Possession:** Management shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Management is unable to give possession. Management must give possession within a reasonable time. If possession is significantly delayed, rent shall then be payable as of the date possession is available. Management will notify Tenants as to the date possession is available. If possession is not available within 10 days, Tenant may cancel and obtain a refund of money deposited. The ending date of the Term will not change.
5. **Resident's Representations and Possession:** Tenant represents and warrants that the statements made on the Tenant's signed application are true. Any false information provided shall constitute a breach of this Lease, entitling Lessor, at Lessor's sole option, the right to terminate the Lease and repossess the Premises in according with prevailing laws.
6. **Destruction:** If the Premises is destroyed by reason of fire or other causality not resulting from the negligence of Tenant or Tenant's family, guests, licensees, employees or agents, and as a result thereof shall be inhabitable, the rent provided therein shall be suspended until Premises have been restored to a habitable condition; provided however, if Lessor does not or cannot repair the Premises within 60 days, this lease shall terminate and neither party shall have any further liability to the other. If, however, such damage or destruction does not render the Premises uninhabitable, Lessor shall promptly undertake to repair the same within 60 days, in which event this Lease shall remain in full force and effect without any abatement of rent. Lessor shall not be liable to Tenant for failure to repair caused by actions not within Lessor's control, such as governmental or other authorities.
7. **Dumpsters/Cleanliness:** If the exterior of the property herein rented contains a dumpster or refuse container, failure of the Tenant to place garbage in said container shall be a violation of this lease. If the Tenant fails to remove garbage from the property or litters it on the ground around said container, appropriate bill back will be sent to the Tenant and payable within 15 days. If the Tenant fails to pay for these damages then the Lessor reserves the right to deduct that amount from the tenant’s security deposit. Further, poor housekeeping by Tenant will not be tolerated. In the event Tenant’s housekeeping is so below the standard of the campus area that it causes Lessor problems in re-renting the property for the following rental season resulting in the loss of rent the following year, Tenant shall pay the Lessor the amount of rent lost. Tenant shall be notified of their poor housekeeping and that is meets this condition shall result in this clause shall be given 7 days to remedy this condition. Failure to remedy this condition shall result in this clause being enforced in its entirely.
8. **Representations, changes in Lease**: Tenant has read this Lease. All promises made by Management are in this Lease. There are no others. This Lease, including, but not limited to Tenant’s obligation to pay Rent as set forth herein, contains the sole agreement between the Management and Tenant. No oral statement between Management and Tenant or between Tenant and any agent of shall be construed as a binding agreement between Management and Tenant. This Lease may be changed only by an agreement in writing signed by and delivered to each party.
9. **Default by the Tenant**: In the event the Tenant is in default of any of the terms or obligations of the Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, or any community policies/Rules and Regulations herein or hereafter adopted by the Lessor, said default shall constitute grounds for termination of the tenancy and/or eviction by the Lessor. It is expressly understood and agreed that the Tenant shall be and remain liable for any deficiency in rent until the Lease expires or until such time as in their interim, the Premises are reoccupied by another acceptable tenant. The Tenant shall also be and remain liable for any expense incidental to re-letting, cleaning costs beyond normal wear and tear, trash removal, painting cost, or default under the Lease.
10. **Lease binding effect**: The covenants and agreements as contained herein shall inure to the benefit of the heirs, executors and personal representatives of the parties hereto, and that the Tenants shall be jointly and severally responsible for the Rent and all terms and conditions as contained herein. Guarantors are responsible for a fraction of the lease as described in the notarized and executed co-signer guarantee of lease obligation.
11. **Strict Compliance**: Management shall have the right at all times to require strict compliance with all covenants and provisions of this lease, notwithstanding any conduct or custom on the part of the Management to not notify or enforce any breach or condition of this lease by Tenant. Any action by Management shall not be or effect any change in the terms hereof or constitute or become a waiver of subsequent breach, and Management may discontinue any facilities furnished and services rendered by Management, not expressly covenanted for herein, it being expressly understood that they constitute no part of the consideration of this lease.
12. **Waiver:** No waiver by Lessor of one breach of any covenant or agreement herein contained shall be construed to be a waiver of the covenant or agreement itself, or of the subsequent breach thereof. Acceptance of the rent or acquiescence continues in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time. The provisions of this Lease shall not affect or impair any other provision.
13. **Counterparts:** This Lease may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.
14. **Joint and Several Responsibility:** All Tenants agree to be jointly and severally liable and responsible for the performance of all provisions, promises, covenants, terms and conditions of this Lease (even if Landlord accepts separate Rent payments from separate Tenants or Guarantors), and all Tenants and Guarantors further acknowledge and agree that no partial compliance with any covenant, promise, obligation, provision, term or condition of this Lease shall relieve any other Tenant or Guarantor hereto from any further, joint, several or contingent liability. For the purposes of all future paperwork (including all Move-In paperwork), Landlord may accept the signature of one Tenant on this Lease as agent for all applicants and Tenants. Failure of all Tenants or all Guarantors to execute this Lease and all other required other paperwork within ten (10) days of the initial Tenant/agent signing shall permit Landlord to declare this Lease terminated and the full amount of the Holding Deposit forfeited as liquidated damages for the Landlord’s lost Rent, without any recourse by Tenant or any Guarantor.
15. **Communications and Notices:** Tenant agrees that all notices and notifications relating to this Lease and Tenants occupancy may be made through email. All emails actually received will be promptly acknowledged by Landlord. If Tenant does not receive an acknowledgement confirming receipt of any prior email, it is Tenant’s sole obligation, responsibility and duty to follow-up with Landlord to confirm Landlord’s receipt. Tenant and Landlord agree to provide current email addresses within two (2) days of any change thereto.
16. **Non-Liability**: The Tenant acknowledges that any security measures provided by the lessor shall not be treated by the Tenant as a guarantee against crime or a reduction in the risk of crime. The Lessor shall not be liable to the Tenant, Tenant’s guests or occupants for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Lessor shall not be liable to the Tenant, guest or occupant for personal injury or damages or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightening, wind, explosions and interruption of utilities unless caused by the Lessor.
17. **Photograph Release:** You give your permission to us to use for business related purposes your name, likeness, and sound, including any photographic image, video or video stills taken of you while you are in any public spaces, grounds, offices at any Community sponsored events in the Community or otherwise, without payment or other consideration. You understand that the images and/or videos may be edited, modified, and published in various media forms and you hereby waive any rights that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. The foregoing use rights granted to Landlord shall survive the expiration or termination of this Lease.
18. **Attorneys’ Fees:** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys’ fees to the extent permitted by law, in addition to any amounts awarded to us in such action.
19. **Severability:** If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of the Lease shall not be affected.
20. **Rules and Regulations:** You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us (“Rules and Regulations”). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein
21. DISCLOSURES. Landlord hereby makes the following disclosures to you:
    1. No representations are made that the Apartment is or will be soundproof or that sound may not be transmitted from one apartment unit or room to another. Sound transmission between rooms, apartment units and common areas is inherent in multi-family construction and is not a construction defect. HVAC systems, plumbing and concrete, tile and hardwood surfaces may transmit noise, and such noise shall not constitute a use that interferes with or causes disruption to the use and quiet enjoyment of the Apartment.
    2. The Apartment is located in an urban environment. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, trains and other generators of sound and vibrations typically found in an urban area. In addition to sound and vibration, there may be odors (from restaurants, food being prepared and dumpsters) and light (from signs, streetlights, other buildings, car headlights and other similar items) in urban areas and these things are part of the reality and vibrancy of urban living. While some steps have been taken to mitigate sound in the design and construction of the Apartment, the Apartment is not constructed to be totally soundproof or free from vibrations.
    3. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient qualities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from the local county public health unit.
    4. Landlord makes no representations or warranties, express or implied, concerning the past, current or future presence or absence of mold, mildew, fungi and microbiological organisms (collectively, “Mold”) in the Apartment, or in the vicinity of the Apartment or other portions of the Community. Landlord recommends that Tenant, at your expense conduct your own investigation and consult with such experts as you deem appropriate regarding the possibility of water penetration, accumulation of excessive moisture, and occurrence and effects of Mold, the potential sensitivity or special risk to you.
    5. Neither Landlord nor Landlord’s agents shall be responsible for responding to or taking any affirmative action to mitigate, alleviate, remedy or cure any off-site conditions that may directly impact the Apartment or any portion thereof.
    6. No representations are made that the systems in the Apartment including, by way of example only, heating and air conditioning and electrical systems will operate or perform at a level or standard greater than the minimum specifications of the manufacturer.
    7. Light may emit from structures located on adjacent properties.
    8. Landlord and its agents are not responsible for obtaining or disclosing any information contained in the applicable state Sex Offender Registry. Tenant acknowledges that the Sex Offender Registry information may be obtained by you from the local sheriff’s department or other appropriate law enforcement officials.
22. **Additional Terms: Tenant must have all co-signer forms completed and returned within ten (10) days or Lessor reserves the right to cancel lease. Cancelled leases are subject to loss of holding fee as per the application to lease.** Premises are rented in as-in condition. General maintenance is responsibility of Lessor. Premises must be cleaned prior to termination of Lease. On partial renewal leases, the new tenant's move-in date is August 20th. The tenants who did not renew must move out by August 5th and the unit must be inspected by Lessor prior to new tenants moving in to the unit. If new tenants move in without authorization for Lessor, the new tenants are responsible for any/all damages that may have been caused by previous tenants. In addition, Lessor reserves the right to apply funds received at Lessor’s discretion, including but not limited to: rent, late fees, NSF fees, security deposit, application fees, utility fees and maintenance bill backs. If Tenant acquires an additional roommate, rent shall be billed back **$\_\_\_\_\_\_\_\_**  per person/ per month. If Lessor discovers additional roommate, total rent shall be charged retroactively to the beginning of the lease.
23. **Signatures:** I realize that the terms, conditions, provisions, promises, covenants and all other obligations of and under this Lease are joint and several. I have read, understand and do hereby agree to be bound by all terms, conditions provision, promises, covenants and all other obligations of and under this Lease. Unit Address: **Unit # , The Point on Lane, 2212 Tuttle Park Place, Columbus, OH 43201**.

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Tenant’s Name (print) Tenant Signature SSN [Last 4 only] Date

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Tenant’s Name (print) Tenant Signature SSN [Last 4 only] Date

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Tenant’s Name (print) Tenant Signature SSN [Last 4 only] Date

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Tenant’s Name (print) Tenant Signature SSN [Last 4 only] Date

This lease is accepted by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hometeam Properties Management, LLC Leasing Agent Date

**CO-SIGNER GUARANTEE OF LEASE OBLIGATION**

In consideration of the execution and delivery of an apartment lease dated **\_\_\_\_\_\_\_\_\_\_\_\_**execution on behalf of myself/ourselves as Guarantor(s) and **\_\_\_\_\_\_\_\_\_\_\_\_\_** as Tenant, I/we hereby guarantee the prompt payment of the rent therein reserved and the full performance of agreements therein contained on the part of the Tenant to be performed.

I/we understand, by signing this guarantee, that if tenant should default on the rent payments or should breach the terms of said lease, I/we are legally liable, as guarantor/guarantors, for any and all liability for which tenant would be legally obligated as a result of said tenant’s default or breach. I/we certify that the below listed information is true and accurate and hereby agree to allow lane and Tuttle 1, LLC and Hometeam Properties Management, LLC, their agents, employees and/or representatives to run any and all necessary credit reports and verifications.

The information below is submitted for the purpose of renting the unit named above. I hereby certify the information to be true, and give Hometeam Properties and/or their agent(s) permission to run any and all credit reports and verifications.

**THIS GUARANTEE IS ABSOLUTE AND UNCONDITIONAL.**

Guarantor of the Tenant agrees to remain the guarantor during the entire time of occupancy of the tenant and until exclusive possession is returned to the lessor, including month to month possession and day to day possession and any extension of the term.

GUARANTOR IS RESPONSIBLE FOR **\_\_\_\_\_\_\_\_\_\_\_**OF LEASE AGREEMENT FOR **Unit #\_\_\_\_\_, The Point on Lane, 2212 Tuttle Park Place, Columbus, OH 43201or an equal fractional amount based on the number of tenants.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name of Tenant for which you are Co-Signing

SIGNED:

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| Guarantor Signature | |  | Date |  | Guarantor Signature |  | Date |
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| Printed Full Legal Name | |  | SSN |  | Printed Full Legal Name |  | SSN |
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|  | |  | ( ) |  |  |  | ( ) |
| Street Address | |  | Phone # |  | Street Address |  | Phone # |
|  | |  |  |  |  |  |  |
|  | |  |  |  |  |  |  |
| City, State, Zip | |  | Date of Birth |  | City, State, Zip |  | Date of Birth |
|  | |  |  |  |  |  |  |
|  | |  |  |  |  |  |  |
| Email |  |  |  |  | Email |  |  |
| Sworn to me and subscribed in my presence this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_ | | | | | |  |  |
|  | |  |  |  |  |  |  |
|  | |  |  |  |  |  |  |
|  | |  |  |  | Notary Public Signature |  |  |
| NOTARY | |  |  |  |  |  |  |
|  | |  |  |  |  |  |  |
| SEAL | |  |  |  | Printed Name of Notary |  |  |
|  | |  |  |  |  |  |  |
| NEEDED | |  |  |  |  |  |  |
|  | |  |  |  | Expiration Date of Notary Commission | | |
|  | |  |  |  |  |  |  |
|  | |  |  |  |  |  |  |
|  | |  |  |  | Notary Telephone Number |  |  |
|  | |  |  |  |  |  |  |
| THIS GUARANTEE FORM MUST BE SIGNED BY **AT LEAST ONE GUARANTOR, PREFERABLY BOTH**. | | | | | | | |
| THIS FORM **MUST** BE NOTARIZED (**INCLUDING SEAL/STAMP**), AND CANNOT BE ALTERED. ANY | | | | | |  |  |
| ALTERED FORMS WILL NOT BE ACCEPTED. | | | |  |  |  |  |