

This is our standard lease form without attachments - Note - that there may be some variances - Property by Property

Middleton/Ludlow, LLC
Roslyn Realty
P.O. Box 6188
Cincinnati, OH 45206

LEASE AGREEMENT

This Lease is made in Cincinnati, Ohio on **July 1, 2020** between **Ludlow/Middleton, LLC** hereinafter called “we” or “us”, (we or us used possessively as “our”) and **XXXXXX** hereinafter called “you”. Our management agent is Roslyn Realty, P.O. Box 6188, Cincinnati, OH 45206.

1. TERM.

In consideration of the provisions of the Lease, we lease to you the following apartment **359 Ludlow, XXXX** City of Cincinnati, State of Ohio 45206, for the term of 12 Months starting on **July 1, 2020 thru June 30, 2021**

At the expiration of the term, this lease will automatically continue on a month-to-month basis starting on the first day and ending on the last day of each month. All other terms and provisions will remain the same except rent, which we may increase upon thirty (30) days notice. We may, at our option, require you to enter into a new lease for a term of one year upon thirty (30) days notice during your month-to-month tenancy.

If you or we wish to cancel this Lease at the end of a term, the party wanting to cancel must give the other party at least 30 days written notice prior to the end of the term. On a month-to-month lease, the term will begin on the day the rent is due and will end on the day prior to the next due date for rental payment. Any notice canceling a month-to-month lease must be received at least 30 days prior to the date rent is due and will not be effective until on or after that date. You are responsible for the entire month’s rent for any month in which you occupy the apartment for at least one day.

If we are able to give you possession of your apartment before the first day of the term of the Lease, you shall pay rent equal to one-thirtieth (1/30) of the monthly installment multiplied by the number of days to the first day of the term. All other provisions of this Lease shall apply during that period as though the term was extended to cover it.

If we cannot have your apartment ready for you by the first day of the term of the Lease because in our determination the apartment is not ready for occupancy, or because another resident holds over, or for any other reason, we are not liable to you for damages, but you will not be required to pay any rent until the apartment is available. If we are not able to deliver possession on to you with thirty (30) calendar days after the first day of the term of the Lease, you may cancel the Lease without any further obligation and be refunded your security deposit.

2. RENT

You agree to pay us **XXXX** due and payable in **12** monthly installments of **XXXX** each in advance on the first day of each month of the term to be paid to Roslyn Realty at P.O. Box 6188, Cincinnati, OH 45206. In the event we receive any monetary installment from you on or before the third of the month (by midnight of the 3rd); you may deduct a discount of **\$10.00** from said monthly installment. If a check for such discounted payment is returned by the bank for any reason, the discount shall be null, and void and the rent shall be due and payable in full along with a returned check charge and late fees as described below.

If the full amount of rent is not received by us within five days of due date, you agree to pay a late charge of \$50 and for each day late thereafter, in addition to the full month’s rent and late charge of \$50, you agree to pay a late charge of \$5 per day. Receipt of a monthly installment of less than the amount stated above shall be deemed to be a partial payment on that month’s account. Under no circumstances shall our acceptance of a partial payment constitute accord and satisfaction. Nor does our acceptance of a partial payment forfeit our right to collect the balance due. If you pay your rent by check and the check is returned for any reason, you agree to pay us an additional rent of \$25.00 for extra expenses. If two or more of your rent checks are returned for any reason, we may require you pay your rent with a certified check or money order. Payment shall be applied to your account as follows: First to outstanding delinquent rent, late fees and returned check charges; second, to court costs chargeable to you; third, to outstanding unpaid invoices; and fourth, to current rent. All late charges and returned-check charges shall be considered additional rent and cumulative. All sums of money that you owe us under this Lease Agreement shall be deemed rent. Unless permitted by law, you will not make any deductions from your rental payments for any reason. You are jointly and severally liable for all amounts that are or may become due.

PAYMENTS MADE BY RESIDENT WHEN RESIDENT SIGNS LEASE:

- | | |
|----------------------------|---------|
| a) Application Fee | \$50.00 |
| b) Prepaid Application Fee | \$50.00 |

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c) Security Deposit	\$XXXX
d) Prepaid Security Deposit	\$XXXX
e) Monthly Rent Payment for the first full calendar month	\$XXXX
f) Rent for days	\$N/A
g) Refundable Pet Deposit	\$XXXX
h) Pro-rated Pet Rent for days	\$N/A
i) Monthly Pet Rent	\$XXX
l) Total Amount Due When Resident Signs this Lease	\$XXXX
(Add 4(a) through 4(k))	
Resident's normal monthly payment	\$XXXX
(Add 4(e), 4(i), and 4(k))	

3. SECURITY DEPOSIT

You are depositing with us \$XXXX which is security deposit for the faithful performance of the Lease. This security deposit will serve as a fund from which we may reimburse ourselves to compensate for unreasonable wear and tear of the apartment on your part and/or for any other amounts due and owing or which may become due and owing after the end of the term of this Lease including amounts due us for damages we suffer by your failure to comply with the applicable state law or amounts due and owing or which may become due and owing under Section 4 of the Lease.

4. TERMINATION

If you vacate your apartment prior to the end of the term, except in accordance with subsequent provisions of this Section 4, you agree to pay, in addition to any other amounts owed to us as provided in Section 3, the turnover costs. These costs may include, but are not limited to, the costs of painting your apartment, generally cleaning your apartment, and advertising costs relating to the re-renting of the apartment, the full monthly installment of that payable for the last month during any part of which you occupied the apartment, and the rent for the remainder of the term except for any rent we may recover by re-renting your apartment. Notice to vacate must be given on or before the first day of the month preceding the date you intend to vacate.

Upon your death (or the death of any of you, if there are two (2) or more persons signing this Lease as residents) this Lease may be terminated by your legal representative (or by the survivor) sixty (60) days after the apartment has been returned to us completely vacant; but your legal representative (or the survivor) shall pay the full monthly installment of rent for the last month during any part of which you occupied the apartment and the rent for such sixty day period.

5. REPAIR AND MAINTENANCE

Surrender of apartment. You agree that your apartment is now in good repair, and at the termination of the Lease, you shall deliver up and surrender your apartment to us in good order and repair, normal wear and tear excepted. By good order and repair we mean at a minimum that the range, refrigerator, bathroom, kitchen, closets, cupboards, floors, window blinds and windows will have been cleaned. That the refrigerator will have been defrosted, and that all holes and nails in wall and ceiling surfaces will have been repaired or cleaned, as required. We may, at your cost, make all repairs and replacements wherever the need results from your negligence, recklessness, illegal activities and violations of the provisions of this Lease by you, your family and your guests. Cost of said repairs and replacements shall be payable by you on demand as additional rent under this lease.

Any personal property or other property remaining in the apartment or on the premises after termination of this Lease or after you vacate the premises will be deemed to have been abandoned, and we shall have the right to dispose of such property in any manner and in our sole discretion and you shall hold us harmless from any and all liability, liens, claims, damages, costs, fines, penalties, suits, actions or causes of actions arising there from. This provision shall survive the termination of the Lease.

6. SMOKING

Tenant agrees and acknowledges that the premises have been designated as a smoke-free living environment. Tenant shall not smoke or vape, or allow any other persons to smoke or vape, cigarettes, marijuana, e-cigarettes, pipes, cigars or any other smoking device anywhere on the premises, including on the deck. Failure to comply will cause a default of this agreement.

7. COMPLIANCE WITH LAWS AND RULES

You agree to comply with all laws and ordinances and insurance regulations in effect during the term of this Lease. You also agree to comply with Resident Policies of the apartment community that are incorporated herein by reference, a copy of which has been furnished with this Lease. Such policies may be amended from time to time.

8. INSPECTIONS

Alterations and Showing of Apartment. You agree that we may at reasonable times enter your apartment to inspect it and make any repairs that we are required to do under this Lease. You may not at any time change locks or do anything to hinder our right to entry. You may make alterations and additions only with our prior written consent. We may at reasonable times after you notify us of your intent to vacate your apartment show your apartment to prospective residents. Except in the case of emergency

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or unless it is unfeasible to do so, we will give you at least twenty-four (24) hours' notice of our intention to enter your apartment.

9. KEYS

. You hereby acknowledge receipt of one key per leaseholder and one mailbox key per unit. You may not duplicate any of these keys without our prior written consent. Upon the expiration or earlier termination of this Lease, you shall return these keys to us. The charge to replace lost keys is \$25.00 per key, which amount may be deducted from the security deposit for keys not returned when you vacate the apartment.

10. EXTRA LOCKS

Resident may not install extra locks or change any locks on the doors of the Lease Unit

11. CHANGES TO THE LEASED UNIT

Resident may not remodel, paint, wallpaper or make any changes to the inside or outside of the Leased Unit. Resident may not attach or remove any carpeting or fixtures without Landlord's written permission. At the end of the lease, all changes or additions to the Leased Unit will belong to Landlord.

12. USE AND OCCUPANCY

You agree to use and personally occupy the Leased Unit solely as a private residence. You also agree not to carry on any business or occupation in you apartment or to use or permit the use of your apartment or any other areas of the apartment community for any unlawful purpose or for any purpose or act which will in our reasonable judgment adversely affect the value or quality of your apartment, or the other areas of the apartment community. You further agree not to disturb or annoy other residents of the apartment community or the neighborhood. You also agree to not use any grills on the balcony of your apartment as they are a fire hazard.

You agree that you will rent and occupy your apartment as a dwelling for the people who are named above and by no other persons. If any person or persons besides you and the following approved minors 0 reside in the apartment without our prior written consent, then, at our option the rent may be increased \$75 per person for each month or a portion thereof during which such person or persons reside in the apartment or this Lease may be terminated. In no event may more than 1 persons reside in the apartment. Only Resident and the persons listed below are authorized to live in the Leased Unit

<u>Name(s)</u>	<u>Relationship to Resident:</u>
	Resident
	Resident
	Resident

13. EACH RESIDENT FULLY RESPONSIBLE

Each person signing this Lease is responsible for **all** of Resident's obligations in the Lease. These obligations include the payment of all rent and other money owed

14. UTILITIES

All apartments are separately billed for gas, electric and public water/sewer service. You agree to have them placed in your name if applicable, once you take occupancy or once the Lease becomes effective, whichever is first. *Water/Sewer, are billed individually by Spectrum Utilities. We will notify Spectrum upon move in. You are responsible for all these charges.

15. REMEDIES

If the rent is late, or unpaid, or if we discover that you have made any false statements on the rental application, or if you vacate your apartment prior to the termination of the Lease, or if you violate any of the other terms or conditions of the Lease or any Resident Policies of the apartment community, we may, at any time, enter and take possession of your apartment, sue for and recover all of the rent earned to that date, and re-rent your apartment for the remainder of the term at the best rent we can obtain for account. You agree that you will be jointly and severally liable for any deficiency or for the full amount of rent (if we are unable to re-rent your apartment) for those months remaining in the lease.

Every demand for rent after it falls due shall have the same affect in law as if made at the time that it is due. The remedies provided to us anywhere in the Lease should be in addition to and do not limit or supersede any remedy at law or at equity otherwise available to us.

16. LEASE ENDING

Either Landlord or Resident may end this lease at the end of the term of the lease by telling the other in writing. Landlord must receive the notice at least two (2) full calendar months before the end of the lease term. If neither party ends the Lease and if the Landlord fails to renew the lease, the Lease will automatically renew. This renewal period will continue until terminated by either party upon two (2) full calendar months written notice. Under such renewal, all terms will remain the same.

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17. RESPONSIBILITY FOR DAMAGE, INJURY AND PROPERTY.

You agree that, as the law permits, you (and anyone else you permit to use or occupy the apartment) will not hold us liable to claims for damages or injury to you or your property, or to any other persons or their property, arising from theft, accident or other occurrence in your apartment, the building or common areas of the apartment community.

You are responsible for paying for any repairs as a result of any damages to your apartment, the common areas, and for the buildings caused by your misuse, or neglect, including, without limitation, any and all damage caused by or attributable to your failure to maintain the temperature even in your absence of your apartment at a temperature high enough to prevent pipes from bursting in extremely cold weather. Any temporary interruption of the services provided by us or any public utility from any cause shall not be an eviction of you nor shall you have the right to any damages or rental deductions as a result. You are also required to have adequate insurance coverage on the contents of your apartment.

You are responsible to maintain liability coverage in the amount of \$100,000.00 for damages to Owner's and third party's property as described in attached Indemnification Addendum, which is attached hereto and made a part thereof.

18. PERSONAL PROPERTY INSURANCE AND LIABILITY.

You agree to obtain renter's insurance covering property damage and liability. All personal property kept in the apartment; apartment building and/or common areas by you (or anyone else whom you permit to use or occupy the apartment shall be kept at your own risk. You agree that, as law permits, you and your insurance carrier will not hold us liable for claims for damage or injury normally covered by renter's insurance, even if we are negligent and you will look solely to your insurance to compensate for any such damage or injury.

19. PETS

No dog, cat or other pet may be kept in your apartment.

20. NON-WAIVER

No waiver by us of any breach of any term, covenant, or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by us shall not be deemed a waiver of any earlier breach you of any term, covenant or condition hereof regardless of our knowledge of such breach when rent is accepted. No covenant, term or condition of this Lease shall be deemed waived by us or you unless waived in writing. The receipt by us of any rent or any other sum of money or any other consideration or in any manner affect any other rights which we may have either in law or in equity or as a result of default by you.

21. NOTICES

All notices to us from you shall be directed to us at the following address: Roslyn Realty, P.O. Box 6188, Cincinnati, OH 45206. All notices to you from us shall be directed to the address of the apartment.

22. SUCCESSORS AND ASSIGNS

Your apartment or any part thereof shall not be sublet, nor this Lease assigned. This lease shall be binding upon and insure to the benefit of you and us and our respective heirs, legal representatives, successors and assigns.

23. AMENDMENTS

This Lease is the entire agreement between the parties, there being no oral conditions, warranties or agreements. Any subsequent conditions, representations, warranties or Agreements or alterations of the terms of the Lease shall not be valid unless in writing and signed by both parties

24. HEADINGS

The headings are for purposes of convenience and reference only and the words contained therein shall in no way be used to explain, modify, simplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

25. ADDITIONAL RESPONSIBILITIES OF PARTIES

Any rights or obligations of either party granted or imposed by applicable state law are made part of this Lease unless such rights or obligations have been waived herein and are permitted to be waived under state law.

26. ADDENDA

The following addenda are attached hereto and made hereof:

- Rules and Regulations
- Parking
- Storage
- Pet
- Garage

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- Indemnification Addendum

27. SEVERABILITY CLAUSE

The parties agree that each provision of this Lease shall be deemed severable and if for any reason any provisions hereof are invalid, unenforceable or contrary to any existing or future law such invalidity shall not affect the applicability or validity of any other provisions of this Lease.

YOU HEREBY WAIVE AND YOU WILL WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY SUMMARY PROCEEDING HEREAFTER INSTITUTED BY US AGAINST YOU WITH RESPECT TO YOUR APARTMENT.

IN WITNESS HEREOF, the parties have hereunto set their hand in duplicate on the date first above written.

Ludlow/Middleton
Landlord (authorized agent)

Date

Tenant

Date

Tenant

Date

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Resident Rules & Regulations

Roslyn Realty strives to make your living experience in our building pleasant and comfortable. The following regulations were designed for your comfort and convenience.

RENT COLLECTIONS: All rents are due and payable to 613 Race, LLC in advance by the first day of each month. A box in the lobby is available for payment drop-off. **CASH PAYMENTS ARE NOT ACCEPTED.**

LATE CHARGES: All rent collected after 5:00 pm on the fifth day of the month or thereafter are subject to a late fee of \$50.00 plus \$5.00 a day thereafter.

RETURNED CHECKS: Any payment of rent that is returned will be subject to a \$25.00 fee. If a resident offers two bad checks the Resident will be notified that we cannot receive further checks, and rents thereafter will have to be paid by money order or cashier's check. Any check that is returned must be paid for with a money order or cashier's check within 24 hours after you receive notice the check has been returned.

COLLECTION OF LATE RENT: The following step-by-step procedure will be used to collect all rent in arrears:

1. A notice to pay or quit will be served.
2. Unlawful detainer action for possession will be initiated as outlined in your lease.

GUESTS: It is understood that if a resident is to have a guest for more than two weeks, he/she must notify the landlord and get written authorization for the long term guests, the Resident(s) will be in violation of his/her rental agreement for unauthorized occupants.

APARTMENT INSPECTION: Each new Resident is required to assist the leasing staff by the completion of an apartment move-in inspection form. This form is designed to help determine if a Resident should receive the full security deposit after terminating residency.

APARTMENT APPEARANCE: The architects have gone to great lengths to make this building as aesthetically pleasing as possible. Alterations and distractions that might affect their designs are not permitted. Such would include colored draperies, tinfoil on windows, painting interior walls a different color, etc. Any stick-on contact paper is to be removed at time of move-out. Window screens must not be removed. No alterations of any type are allowed. Signs or advertising materials may not be posted.

MAINTENANCE: Before occupancy of an apartment, we make a complete inspection and adjust or repair all defects revealed by the inspection. However, it is possible that some item or items may have escaped our detection, or that some new defects will appear after the occupancy of the apartment. If this is the case, please notify our office and the necessary action will be taken to correct the problem. Please be sure to call the office before minor problems become major ones. Each Resident will be held financially responsible for any repairs that must be done because of the Resident's abuse or neglect.

The paint in your apartment is a latex paint, which means that it will wash, but cannot be scrubbed. A liquid cleanser on a clean sponge with water will clean the walls in most cases.

LOCKS: Locks may not be changed or added to the existing lock provided by management.

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APPLIANCES: Each resident assumes responsibility for any misuse of the appliances in their apartment. Management will be happy to assist you with any questions you may have as to the proper operation procedure concerning these appliances. Resident may not move any appliances, attachments or equipment installed by Landlord.

PLUMBING: The drainage/sewer system is adequate to handle all normal drainage, but the system will not handle disposable diapers, sanitary napkins/tampons or other refuse. Resident may only use the toilets, sinks, outside water faucets and other sewer water fixtures in the Development for normal purposes. Resident may not place any items which could cause a blockage in any plumbing equipment. Garbage disposals will not grind large bones, corn husks, string, or metal objects. Fibrous items such as carrots and greens should not be placed in the garbage disposal. Run ample cold water through the disposal when operating. Resident is responsible for the cost of repairing any damage resulting from misuse of the plumbing.

STORAGE: Resident may only store personal belongings in the storage area provided by the Landlord, if any. Resident may not store any belongings that will spoil, cause smells or interfere with the property of the Landlord or other residents.

NOTHING IN WINDOWS: Resident may not hang, throw, or allow anything to fall from the windows, balconies or doors of the Leased Unit.

NOISE: There is not a construction technique available that will completely subdue a loud television, stereo, heavy walking or a loud party. We hope to keep to a minimum the necessity for the management to police this problem. Remember that your consideration of your neighbors will result in their consideration for you. Playing of radios, televisions, stereos and musical instruments is limited to reasonable levels at all times.

PETS: No dogs, cats or pets of any kind are permitted in this building or on the grounds. Violation of this regulation will be considered grounds for termination of tenancy. **VISITING PETS ARE NOT ALLOWED.**

CHILDREN: Children are not permitted to play in the hallways, trash enclosures, laundry rooms, roof deck or unauthorized areas. Please do not leave baby strollers, bicycles, skateboards, roller skates or toys unattended anywhere. Parents will be held financially responsible for any damage, accidental or intentional, that their child causes. **PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN'S BEHAVIOR AT ALL TIMES.**

TRASH ENCLOSURES: Trash chute is provided in the back hallway. Please wrap all garbage and place it in this bin only.

LOST KEYS AND LOCKED OUT: Lost keys will be replaced at a charge of \$10.00 per key to the resident. If you would find yourself locked out after hours there will be a fee of \$50 to have your door opened payable to staff at the time service is rendered. **PROPER ID REQUIRED.**

MAIL AND NEWSPAPERS: Only registered Residents are to receive mail. All mail must contain the full address of your residence that includes the apartment number. Unwanted or throwaway advertising should be disposed of properly.

WATERBEDS: Waterbed owners must show proof of personal property insurance that specifically covers damage caused by waterbeds. Coverage must be for a minimum of \$100,000.00. Any damage to the premises by waterbeds will be repaired at the resident's expense.

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DRUG-FREE HOUSING: Resident, any member of the Resident’s household, guest or other person under the Resident’s control shall not engage in criminal activity, including drug-related criminal activity, on or near the premises. “Drug-related criminal activity” means the illegal manufacture, sale, use, or possession of with intent to manufacture, sell, distribute or use a controlled substance.

CRIMINAL ACTIVITY: Resident, any member of the Resident’s household, guest or other individual under the Resident’s control shall not engage in acts of violence or threats of violence including, but not limited to, the unlawful discharge of firearms on or near the premises. Residents or members of the Resident’s household will not permit the dwelling to be used for or to facilitate any criminal activity.

RENTERS INSURANCE: Lessor shall not be liable to lessee for loss of any property from the rented premises. Lessee is responsible for obtaining and maintaining RENTER’S INSURANCE that should include contents, fire and liability coverage.

UTILITIES: The Resident shall assume full responsibility for electric, gas and water service the day of move in. The resident agrees to maintain service in their name while they occupy the apartment and/or the full lease term. If the resident does not have utility service current at all times the apartment will be deemed uninhabitable and action will be taken against them.

FIRE PREVENTION: Each unit is furnished with fire/smoke alarms. The resident is responsible to keep each alarm in operable condition at all times. The Landlord reserves the right to enter said premises to make periodic checks for operability of such alarms.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE, AND GOOD CAUSE FOR TERMINATION OF TENANCY.

Resident

Landlord (authorized agent)

Resident

Date