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LEASE AND RENTAL AGREEMENT

This lease made and entered into this _____ **day of November, 2014**, at Columbus, Franklin County, Ohio, by and between the undersigned LANDLORD and TENANT, WITNESSETH:

That LANDLORD, in consideration of the rents to be paid and the agreements to be performed by TENANT, has leased to TENANT an apartment located at _____, **Columbus, Ohio 43201**, known as apartment _____, for the term **beginning August 20, 2015 and ending on August 4, 2016** in 12 installments of _____ each for a total of _____. Each installment shall be due on the 1st (first) day of each and every month in advance and TENANT and the Guarantor(s) shall agree and covenant as follows:

This is a () Furnished, (X) Partially Furnished, or () Unfurnished unit.

1. TENANT shall make only online rent payments. Payments must be made online no later than the 1st day of every month, at www.cbusbestrentals.com through RENTPAYMENT company, free of charge if paid by e-check. To learn about this reputable online rent payment processing company and various ways of paying rent online, please visit www.rentpayment.com.

2. Rent paid after the 1st day of each month shall subject TENANT to a service charge of \$50 dollars. In addition, a \$5 per day service charge will be assessed beyond the 2nd day, regardless of holidays or weekends. In the event LANDLORD elects to terminate this lease for non-payment, or breach of other condition(s) of this lease, LANDLORD may possess the premises in accordance with Section 1923 of the Ohio Revised Code.

3. TENANT further agrees to the "terms of use" of RENTPAYMENT as listed at www.rentpayment.com/terms.html. For any payment that TENANT makes and is reversed (not paid to LANDLORD) by RENTPAYMENT, for any reason other than being RENTPAYMENT's error, TENANT will be charged a \$35 reversed payment fee plus the charges shown in paragraph 3 until the rent is paid in full.

4. **Rent paid by TENANT includes Water/Sewer and any applicable CAM charges.** TENANT will be responsible for any excessive use of utilities due to waste i.e. leaving having a water fixture (faucet, toilette) drip, run or malfunction and not promptly notifying LANDLORD, so LANDLORD can repair problem, etc. How conservatively TENANT uses water and how promptly TENANT reports problems to LANDLORD related to the use of water will be highly weighed in LANDLORD's consideration of TENANT's lease renewal in the future. Please note that most units are equipped with submeters that are monitored by LANDLORD. Washer and dryer will be used by TENANT ONLY.

5. With the exception of Water/Sewer and any applicable CAM charges, TENANT is responsible for all utilities, including electricity and gas. TENANT agrees to pay for any and all utilities, related deposits and other charges on the TENANT'S utility bills. TENANT agrees to call electricity company (American Electric Power) and gas company (Columbia Gas) prior to move-in date to schedule transfer into TENANT's name. It is recommended that TENANT contacts the utility companies a few weeks prior to move-in date as they get backlogged during August. If electricity or gas is not transferred prior to move-in date, TENANT agrees to pay a \$50 fee for each utility not transferred plus a \$5 per day charge per utility until transfer is complete. TENANT shall not allow electricity or gas to be disconnected by any means (including non-payment of bill) until end of the Lease term or renewal period.

6. TENANT agrees the premises will be used for residential purposes only and will be occupied only by persons having written lease and rental agreement with LANDLORD or assignee of TENANT hereinafter who must be approved by LANDLORD in writing. Violation of this section shall entitle the LANDLORD, at its option, to terminate the lease in accordance with procedures defined in paragraph 3 of the lease and sue for breach of contract, or charge a rental increase equal to whatever is applicable under the terms of this lease per month, retroactive to the first day of the lease, plus a fine of \$1,000 dollars.

7. Each TENANT sharing the apartment shall be JOINTLY and SEVERALLY liable for the entire term of this lease.

8. The premises will not be used for any unlawful purpose, or for any purpose deemed hazardous by LANDLORD or by LANDLORD's insurance company because of fire or other risk.

9. TENANT further covenants and agrees to execute and comply promptly with all statutes, ordinances, rules, orders and regulations of Federal, State, County, and City governments regulating the use by TENANT of the premises. TENANT will not use, or permit the premises to be used, in any noisy, boisterous or other manner or use that will tend to create a nuisance or otherwise unnecessarily disturb or offend neighboring residents, nor will TENANT use, or permit the premises to be used, for any purpose deemed extra hazardous on account of fire or otherwise.

10. ABSOLUTELY NO PETS shall be permitted anywhere on the premises, even for a few minutes visit. Effective the day of witnessing a pet on the premises the rent will increase by \$350.00 per monthly installment for the remainder of the lease term, including the month in which the pet was witnessed, even if the pet is subsequently removed from the premises. Furthermore, violation of this section shall entitle LANDLORD, at its option, to terminate the lease in accordance with procedures defined in paragraph 3 of this lease, and sue for breach of contract. In addition, TENANT will be responsible for the cost of defleaing, deodorizing and/or shampooing, sealing floors, carpet and pad replacement in the entire unit, and other damages that may have been incurred by the pet. A fish in a bowl/tank of capacity of no greater than one gallon of water is allowed.

11. No holes, stickers, screws or nails of any kind are allowed inside or outside the apartment. No adhesive-back hangers or sticky substances are allowed anywhere on the premises, which when removed, they damage/peel the surface on which they were used. No painting by TENANT will be permitted. When TENANT moves in, LANDLORD shall furnish light bulbs for fixtures furnished by LANDLORD; thereafter, light bulbs of the same kind and of the same wattage shall be replaced at TENANT's expense. TENANT is responsible for replacing the battery in a digital thermostat. Mini blinds are provided as courtesy to TENANT and TENANT is responsible for the replacement expense of any damaged/dirty mini blinds. If a fireplace exists in the apartment/house, LESSEE is not allowed to use it at any time.

12. TENANT shall, at all times, keep the premises orderly, safe and free from rubbish, debris, litter and dirt and shall store all trash and garbage within ample and appropriate containers, so that such trash and garbage can be picked up by the appropriate government authority, or private contractor designated to perform such function. TENANT shall keep premises free of insects, rodents, vermin and other pests and shall not cause or permit objectionable odors to emanate or to be dispelled from the premises. In the event that exterminating services are required in respect to the premises, and it is determined that it is due to TENANT's negligence, TENANT shall be responsible for the cost thereof. No upholstered furniture, mattresses, materials and other similar products not designed, built and manufactured for outdoor use is allowed to be used on porches, decks, or anywhere on the exterior of the premises and evidence thereof will subject TENANT to a \$150 fine, all applicable City of Columbus fines and the cost for any damage to the building resulting from this improper use. No pools and no hot tubs are allowed to be placed anywhere on the premises and evidence thereof will subject TENANT to a \$150 fine. Mattresses must be in a frame, elevated off of floor. TENANT is not allowed on any roof structure of the premises (i.e. porch roof) for any reason, other than in an emergency. Any evidence of a TENANT (TENANT him/herself, chair(s), sunbathing towel/items etc.) witnessed on any roof structure of the premises will subject TENANT to a \$150 fine/occurrence, all applicable City of Columbus fines and the cost for any damage to the building resulting from this improper use. TENANT is responsible for removal of ice and/or snow around the premises. If the premises are an apartment building with apartments' entrance door facing outside, TENANT is responsible for removing ice and/or snow, only in the immediate area in front of TENANT's apartment. No smoking inside the house, apartment or apartment building hall is allowed and TENANT will be subject to \$150 fine plus the cost of steam cleaning the carpet and repainting/cleaning the house/apartment. No beer kegs and no candles are allowed anywhere on the premises, inside or outside the house or apartment and TENANT shall be charged \$150 fine for each beer keg witnessed on the premises. No make-shift furniture (i.e. table with plywood top) will be used on porch, deck or anywhere on the premises and evidence thereof will subject TENANT to a \$150 fine. TENANT shall not erect any kind of signs, banners, fences, speakers, satellite dishes or antennas, on or around the premises. No lumber or construction materials of any kind will be allowed anywhere on the premises. TENANT is not allowed to park on the yard, grass, or any area of the premises that is not designated for parking. TENANT shall be responsible for any damage to yard/grass including ruts and holes caused by improper parking. TENANT will not charge for parking (ex. football season). TENANT will not have unregistered or inoperable vehicles anywhere on the premises. No fire pit or open flames of any kind and no charcoal, electric, gas or any kind of grills are allowed anywhere on the premises. TENANT will be subject to a \$150 fine if any kind of grill, or open flames of any kind are witnessed on the premises. TENANT shall not store anything in furnace area or furnace room. No wires/cable of any type shall be strung across the floor, whether taped to the floor or not. No extension cords are allowed anywhere on the premises and evidence thereof will subject TENANT to a \$150 fine. Only a cord with a circuit protection strip is allowed. Any cord placed in the strip must go directly to the appliance it serves.

13. TENANT shall be responsible for the maintenance of stopped up toilets and garbage disposal if such maintenance is required due to TENANT's negligence, i.e. tampons, food, bottle-caps, hair clogs, etc. TENANT will always have a toilet plunger available for every toilet in the house/apartment and will make sure that it is a toilet plunger and not a sink

plunger. TENANT shall be responsible for all door/window/glass breakage and screen damage regardless of circumstances. No repairs will be made by TENANT anywhere on the premises without written approval of management. TENANT is responsible for and agrees to pay for damage done by wind, rain or cold weather caused by leaving windows open. TENANT must set the furnace (heater) thermostat in the premises no lower than 65 F degrees during Winter months and is responsible for and agrees to pay for frozen/burst water lines and fixtures and all damage resulting therefrom.

14. TENANT shall keep all smoke and carbon monoxide detectors in good working order, including keeping batteries which work in each detector, and test all smoke and carbon monoxide detectors weekly and notify LANDLORD in writing of any mechanical failure, need for repair, or replacement.

15. Each unit has one off-street parking spot and associated parking permit available for purchase for \$125 for the Lease term. A parking permit does not guarantee a space to park; it only gives permission if a space is available. Parking is monitored, and patrolled towing is in effect throughout the year, including football Saturdays. Parking privileges may be revoked, restricted and modified at the discretion of LANDLORD. Parking permits can be purchased beginning at the time of lease signing and will be provided on move-in day. Parking permits must be displayed at all times. Please be advised that LANDLORD cannot assist TENANT if a vehicle is towed; TENANT must contact Shamrock Towing at 614-882-3555. If a unit's TENANTS do not purchase a parking permit by September 3, 2015, the permit will be made available to others. TENANT agrees to return parking permit to LANDLORD on the last day of the lease period or pay a \$50 fee.

16. **TENANT will deposit with LANDLORD a sum, equal to one month's rent, as security deposit**, to guarantee the return of the premises in as good or better condition as when initially occupied. Reasonable wear and tear is accepted. If this is a lease renewal, the original security deposit will be transferred from the tenants' current lease to this renewal lease. The security deposit shall NOT be applied toward any month's rent during occupancy. Said deposit will be postmarked and returned (with appropriate deductions) to TENANT within thirty days after the expiration of the lease under the following conditions:

- A. All keys are returned to LANDLORD together with the parking permit (if applicable), and the property is vacated in clean condition by the last day of the lease period and,
- B. LANDLORD'S inspection reveals no damages to the premises, reasonable wear and tear excepted and,
- C. One TENANT, on behalf of all tenants of the unit, has submitted an online SECURITY DEPOSIT RETURN FORM designating the name, address and phone number of one individual to receive all or any portion of the deposit being refunded at that time. TENANTS understand and agree that if all tenants fail to agree on a designee, the security deposit will be made payable to all tenants who signed the lease in one check and it will be mailed to the address of the leased premises stated in this lease and rental agreement. Further, if the conditions of this lease are not complied with including rent not timely paid or if other conditions or requirements of this lease are breached or violated by TENANT, then the whole or a fractional part of the deposit may be retained by LANDLORD as partial liquidated damages without prejudice to the rights of LANDLORD to recover such damages as he may be entitled to. Any deductions from the security deposit shall be itemized and identified in writing by the LANDLORD during this same time period. This provision does not waive rights of the LANDLORD to seek damages in excess of the security deposit. The TENANT agrees to reimburse the LANDLORD for any rent, fees, utilities due and/or damages exceeding the security deposit. PODS or any other storage units are not allowed on the premises at anytime including moving in and moving out.

17. If TENANT loses a key, LANDLORD will charge a \$35.00 replacement fee. TENANT is not allowed to duplicate keys or change any interior or exterior door locks without LANDLORD's permission. All TENANT's lockout service calls attended to by the LANDLORD shall be charged to the TENANT at \$80.00 dollars per call. If all original keys to the premises are not returned to LANDLORD at the end of TENANT's tenancy, LANDLORD will replace all exterior door locks and/or mailbox locks and charge TENANT \$125 dollars for each exterior door lock replaced and \$40 for each mailbox lock replaced.

18. It is highly recommended that TENANT carry renter's insurance to cover any loss or damage of TENANT(S) (or any other occupants) personal property caused by fire, leakage or flow of water, explosion, sewer backup, rain or any other insurable hazards regardless of the cause thereof, and TENANT does hereby release LANDLORD from any and all liability for such damage or loss. If the premises are rendered unusable by fire, flood, or other casualty, LANDLORD at his option may repair the premises, or terminate the lease.

19. No rebate will be made for vacating the unit prior to the end of the rent period.

20. TENANT shall not assign this lease or sublet the premises without written consent of LANDLORD. For purposes of Summer sublet only (May-July), LANDLORD shall not unduly withhold its consent for Summer subleasing. Subtenants will not become part of this Lease and Rental Agreement; TENANT shall remain responsible to LANDLORD for all rent and other obligations contained herein. The fee for a TENANT replacement on the lease, before its expiration, will be \$500 dollars per tenant replaced.

21. TENANT shall be responsible for any damage to the premises, carpeting, or LANDLORD-owned personal property therein whether caused by TENANT, other occupants or visitors to the apartment.

22. LANDLORD or his agent or employee may inspect the premises in the event of an emergency. However, if there is no emergency situation, a 24-hour notice to TENANTS shall be given via e-mail for an intention to enter by LANDLORD, his agent or employee. TENANT shall keep all bedroom doors unlocked during all inspections and showings to prospective tenants, or to insurance and mortgage agents. LANDLORD or his agent or employee will perform 3-6 routine inspections of your premises per year, as needed, to make sure TENANT is complying with this lease agreement. Any damages caused by TENANT or TENANT's guest(s) will be immediately repaired at TENANT's expense and TENANT will reimburse LANDLORD for said repairs within seven (7) days from demand for payment from LANDLORD. Failure to reimburse LANDLORD within seven (7) days of demand for payment from LANDLORD shall constitute a lease violation and TENANT shall be subject to eviction. All repairs made by TENANT anywhere on the premises without written approval of LANDLORD, will be reversed/undone and repaired by LANDLORD at TENANT's expense (ex. drywall hole repaired by tenant will be cut out and redone by landlord in order to make sure that no plumbing, or electrical wires, or structural framing have been adversely affected by tenant's repair). There will be a 10% administrative cost added to the cost of all repairs/damages.

23. TENANT shall not install equipment, waterbeds, window A/C units, use space heaters or mini refrigerators, make alterations, additions, or improvements to the physical structure of the premises. Evidence thereof will subject TENANT to a \$150 fine, all applicable City of Columbus fines and the cost for any damage to the building resulting from TENANT's violation of this clause #23.

24. LANDLORD agrees that if TENANTS perform all of the covenants herein, they shall be entitled to possession of the herein premises during the term of this lease. Failure of LANDLORD to exercise his rights in respect of any default shall not be construed as a waiver respecting any subsequent default.

25. The execution of this lease by TENANT, LANDLORD, and GUARANTOR(S) shall constitute the transaction of business in Ohio within the meaning of Ohio Civil Rule 4.3 (A) (1) and Section 2307.382 of the Ohio Revised Code. The laws of the State of Ohio shall govern the construction and interpretation of this lease.

26. TENANT agrees to have his/her GUARANTOR(S) execute the Guaranty To Lease (attached as Exhibit A) within 4 days from TENANT's approval by LANDLORD. If he or she fails to do so, LANDLORD may terminate this lease at any time by giving notice thereof to TENANT and use the deposit to recover the cost associated with re-renting the unit. Out of country tenants will prepay their portion of the total monthly rent for the last month of the lease in lieu of having a GUARANTOR execute the Guaranty To Lease.

27. Residents remaining in the unit beyond the last day of their lease, without renewal or permission, will be charged the prorated rent per day plus an additional service charge of \$300.00 per day. In addition, LANDLORD may proceed with an eviction action and sue for damages arising out of the late move out.

28. TENANT understands that premises were built prior to 1978 and certifies having read the United States Environmental Protection Agency's Lead Based Paint Information Pamphlet, which was provided by LANDLORD prior to lease signing. LANDLORD and TENANT will complete and sign a Lead Based Paint Disclosure Form (attached as Exhibit B).

29. TENANT certifies having read LANDLORD'S Integrated Pest Management Plan and the Bed Bug Information Packet, both of which were provided by LANDLORD prior to lease signing. TENANT agrees, prior to moving into premises, to make a good-faith and thorough inspection of all the following items: 1. Mattress, 2. Box Spring, 3. Bed Frame and Headboard, 4. Couches, Sofas, Chairs and Recliners, 5. Night Stands, Dressers and Clothing, 6. Suitcases and Backpacks, etc., 7. General inspection of current premises, including baseboards, carpet and rug edges, between folds of drapery or curtains and all window and door molding. TENANT further agrees that if visible signs of bed bug infestation are discovered or if TENANT has knowledge/belief of a bed bug infestation of current residence during term of residency, TENANT shall notify LANDLORD prior to moving anything into premises and follow all protocol as directed by LANDLORD'S pest control professional. TENANT agrees to be bound by LANDLORD'S Integrated Pest Management Plan (attached as Exhibit C). TENANT understands that this information is relied on by LANDLORD and must be returned

to LANDLORD prior to taking occupancy. Any false statements and/or misrepresentations may serve as grounds for breach of lease and/or termination of tenancy.

30. TENANT, within 48 hours of receiving the access code for the keys to the premises, will submit to LANDLORD a Move-In / Move-Out Report describing the condition of the premises at move-in time by placing it in the locked drop box located beside the exterior door of the Laundry Room and marked "drop box." If TENANT does not submit the Move-In / Move-Out Report as described above, within 48 hours of receiving the access code for the keys to the premises, describing the condition of the premises, the premises will be considered to be with no problems or concerns and in excellent condition. TENANT will promptly notify LANDLORD of the need for repairs/maintenance. All repair and maintenance requests are to be submitted to LANDLORD by using the link www.cbusbestrentals.com/maintenancerequest.html at www.cbusbestrentals.com and are to be very descriptive. In case of an emergency only, TENANT shall ALSO CALL LANDLORD at 719-337-3762 in addition to submitting the emergency maintenance request at www.cbusbestrentals.com. TENANT will be responsible for any damages caused by TENANT's negligence in reporting any repair/maintenance issue in a timely manner. Regular (non-emergency) maintenance requests, entered on www.cbusbestrentals.com/maintenancerequest.html on a weekday, will be addressed within 48 hours from being entered. Any emergency requests will be addressed immediately, 24 hours a day, 7 days a week.

31. This Lease, Guaranty To Lease, Lead Based Paint Disclosure Form and Integrated Pest Management Plan, as well as any other documents associated with this lease and TENANT's tenancy, may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of copies of this lease and of signature pages by electronic mail and/or facsimile transmission in Portable Document Format (PDF), or any other method, shall constitute effective execution and delivery of this lease and may be used in lieu of the original lease for all purposes. Signatures of the parties transmitted by electronic mail and/or facsimile transmission in Portable Document Format (PDF), or any other method, shall be deemed to be their original signatures for all purposes.

OTHER TERMS: This Lease, Guaranty To Lease, Lead Based Paint Disclosure Form and Integrated Pest Management Plan contain the final and entire agreement between the parties hereto (including guarantors) and no party (including guarantors) shall be bound by any term, condition, or representation, oral or written, not set forth herein. IN TESTIMONY WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY AND YEAR HEREIN BEFORE WRITTEN.

The undersigned have read and understand the terms herein and intend to become legally bound upon execution and have received a copy of this agreement.

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

LANDLORD/OWNER:

Brian J. E. McLaughlin

Jennifer R. B. McLaughlin