

RENTAL AGREEMENT

Address:	4257 PELHAM WAY, BRUNSWICK 44212
Tenant Name:	JAMIE SELVES + ANGELA DILIBERTO
Initial Term:	MAY 31, 2016 - MAY 31, 2018
Rent is \$1030 PER MONTH, PAYABLE ON THE FIRST DAY OF EACH MONTH.	

1. Pay rent to: RYAN STASSINIS who is the owner, hereinafter referred to as Landlord. 4081 TURNBEARY DRIVE, MEDINA OHIO 44256

2. Term: The term of this Lease shall begin 6/31/2016 (the "Commencement date"). The initial term of this Lease shall end on 6/31/2018. The Lease will automatically renew for successive one year terms unless (a) Tenant is in default of any provision under the Lease or (b) either party provides at least 30 days written notice prior to the end of the then current one year lease term that the Lease is not being renewed. Any renewal shall be upon such terms and conditions (including, but not limited to, monthly rental amount) that Landlord determines in its sole discretion. A releasing fee of \$2000.00 will apply along with monthly rent due until a suitable tenant can be found if tenant wishes to terminate lease agreement early.

3. Late charges: If rent is not received by the first day of each month, the tenant shall pay a late charge of 10% of monthly rent plus \$5.00 per day for each day the rent is late. Rent received more than 4 days after due date will be returned to tenant via hand delivery or certified mail. A letter stating rent is late with description of late charges will be included in letter. Tenant must return rent check with additional late charges due within 24 hours of receipt of letter. If you pay by check and your check is returned unpaid for any reason, you will be charged \$35.00 in addition to the late charge. Your rent payment is critical! No excuses will be accepted, including ill health, accident, loss of job, financial problems, family emergencies, etc. Failure to pay rent on time may result in termination of this rental agreement and eviction. Landlord may report unpaid rent, late fees, damages, and other charges to a Credit Bureau for recordation in Tenant's credit file. A releasing fee of \$2000.00 shall apply along with monthly rent due until a suitable tenant can be found if tenant is evicted from the property.

4. Security deposit: In addition to the first month's rent, the Tenant agrees to deposit with the Landlord the sum of \$1030 as a Security Deposit. Said deposit will not be applied for any month's rent during Tenant's occupancy but shall be held by the Landlord as a guarantee for the performance of the terms of this agreement until date of vacating. Tenants holding over past the first of the month will be responsible for the full month's rent. The Landlord shall keep that portion of the security deposit for damage on the premises caused by the Tenant or Tenant's invitees. Any unpaid rent or late fees shall also be deducted from the security deposit. Tenant shall be responsible for payment of money owed not covered by the security deposit.

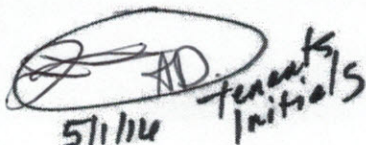
At the time of vacating the premises the Tenant agrees to surrender the premises in as good condition as it is now. Tenant will be considered as having vacated the premises when all keys are returned to the Landlord. Landlord will mail a security deposit settlement statement and all monies due to the Tenant within a 40-day period. Return or forfeiture of the security deposit is subject to the following terms:

- A written notice must be given to the Landlord a full calendar month prior to vacating the premises. The notice must include a forwarding address.
- Entire premises, including windows, doors, kitchen and bathroom fixtures, closets, cabinets, floors, walls, woodwork, and appliances must be clean, carpeted areas must be cleaned.
- Tenants must not leave stickers, tape, nails, screws, fasteners of any kind, scratches, holes, or indentations in the walls, woodwork, or flooring.
- Carpets must be clean, stain free, and odor free.
- All debris, rubbish and discards must be removed from the premises. Tenant will be charged for the removal of any items left behind.

5. Renewal or termination of Rental Agreement: This rental agreement shall continue to automatically renew for an additional one year lease term providing Tenant or Landlord have not terminated in writing this rental agreement at least 30 days prior to the expiration of the prior lease term. For each year renewed, the rent amount shall increase by \$25.00 per month. In the event Tenant elects not to renew for an additional year, Tenant may extend this rental agreement on a month-to-month basis with an increase in the rent amount of \$50.00 per month. A full calendar month's written notice prior to vacating must be given to the Landlord.

The Landlord shall be permitted, at reasonable times, to make alterations, repairs and improvements to the premises to make it more sellable or rentable. The Tenant shall cooperate in allowing showings to new prospective buyers or tenants and shall not remove or obstruct the view of any "For Sale" or "For Rent" or "Rent To Own" signs that the Landlord may place on the premises. The month prior to the stated lease end date, two days will be used (one during the week and one during the week-end) to show the property, approved animals must be contained and the house tidy and free of debris for scheduled showings.

6. **Utilities.** Tenant shall make arrangements at their expense for all utilities including gas, electric, sewer, water, and trash service and shall pay for all utilities in addition to the rent, until the termination of this Rental Agreement. Tenant shall be responsible for any damage caused by failing to keep the premises adequately heated. Tenant is responsible for replacing the furnace filter twice a year to save on heating costs by allowing the furnace to operate cleaner and more efficiently.
7. **Additional occupants:** The house will be used only as living quarters by the two tenants, _____, who have signed this Rental Agreement. Fifty (\$50.00) Dollars additional rent will be due each month for any other person, except immediate family, occupying the premises for a period longer than fourteen (14) days. Written permission must be obtained from Landlord in advance for any additional occupant.
8. **Renter's Insurance:** Tenant is advised to obtain "renter's insurance" for tenant and occupant's personal belongings, as they are not covered by the Landlord's insurance. The Landlord shall not be liable for any loss or damage of the Tenant or occupants caused by fire, theft, burglary, electrical failure, heating failure, water, snow, ice, windstorm, backed up drains, overflowing hot water tank, toilet, sink, shower, bath tub, etc. The Landlord shall not be liable for damage caused by failure to keep premises in repair. The Tenant agrees to report any hazardous conditions to the Landlord in writing as soon as they are discovered to enable them to be remedied.
9. **Inspection/inventory record:** Tenant agrees to inspect the smoke detector(s), door locks and latches to determine if they are adequate and in good working order. Tenant shall inspect the premises for any defects and provide prompt written notice to Landlord if any item needs repair or replacement. The Tenant accepts the house as being in good/safe condition unless a written exception is delivered to the Landlord within seven (7) days after the Tenant receives the house keys. The absence of such notice shall indicate there were no defects in the house, appliances, or unsafe conditions existing as of the start of the tenancy. An inspection and inventory record has been provided for the purpose of documenting any defects. Tenants are encouraged to report any defect, no matter how slight. This will establish the initial condition according to the Tenant as well as the condition in which a prior tenant left the premises. The Landlord will not repair any cosmetic or non-functional items such as chipped sinks, etc., nor do any painting. However, by adding these items to the inspection report, the Tenant will have provided documentation as to the condition of the property upon move-in. The Landlord agrees as a part of the rental agreement to have all reported functional defects repaired. This includes light switches, wall plugs, faucets, drains, sewage systems, plumbing, fixtures, doors, etc.
10. **Maintenance:** Once the inspection report has been received, repairs as needed will be scheduled as soon as possible. "Plugged up" sinks, bathtubs, showers, duct cleaning, and/or toilets, are the responsibility of the Tenant. If the premises has a dishwasher, clothes washer, dryer, garbage disposal, stove, refrigerator, or window air conditioner, the Tenant is responsible to keep them in working condition. **Tenant is responsible for maintaining the lawn and shrubbery (including and not limited to weeding and hedging), and snow removal.** In the event Tenant does not maintain the lawn and shrubbery, Landlord may do so and charge Tenant. The Tenant promises no tacks or nails or screws will be placed into the woodwork or walls nor any painting done unless the premises can be returned to the original condition as of the date of this tenancy. Tenant will pay for damage caused by wind, rain, or water resulting from: leaving windows or doors open, overflow of appliances, sinks, bathtubs, showers, toilets, waterbeds, or from neglect.
11. **Basement storage:** If the subject property contains a basement, Landlord does not warrant basement to be dry. Should Tenant choose to store items in the basement, Tenant is advised to keep items off the floor and store items on shelves, tables, or blocks to help prevent damage from water leakage. Landlord shall not be liable for damage to Tenant's belongings caused by a wet basement, broken water lines, plugged/backed-up drains, etc.
12. **Pets:** **Pets allowed with the permission of the landlord. A security deposit will be applied.** Failure to abide by this clause shall be considered just cause for termination of this Rental Agreement and loss of the Security Deposit.
13. **Locks:** Tenant is prohibited from adding locks to, changing, or in any way altering the locks installed on the doors. All keys must be returned to Landlord upon termination of occupancy. Furthermore, **the Tenant shall be responsible for any lookouts including, and not limited to garage doors and any exterior shed/building that is used by the Tenant. Landlord will not admit Tenant after 9:00 p.m., the tenant will be responsible for hiring the services of a locksmith if the landlord is unavailable, or, for any lookout assistance after 9:00 p.m. A charge of \$45.00 plus materials will be paid to Landlord by Tenant if Landlord must travel to premises to admit Tenant.**
14. **Disturbance:** The premises are to be used as a private residence only. Criminal activity or disturbance to neighbors shall be cause for eviction. Failure to abide by this clause shall be considered just cause for termination of this Rental Agreement and loss of the Security Deposit.
15. **No Junk Vehicles, trampolines, hot tubs, swimming pools, debris or satellite dish:** No unlicensed, inoperable, or junk vehicles will be allowed on the premises. The premises shall be kept neat, clean, and free of debris. Satellite dish service is strictly prohibited. No satellite dish shall be placed on the roof or on the respective property. Satellite dishes are strictly prohibited and will result in a fine and immediate removal. Parking of cars allowed only in designated areas including garage, driveway and street (if applicable). No parking allowed on lawn.
16. **Lead-Based Paint Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. The Landlord discloses he has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

A handwritten signature and the initials "AD" are circled in black. Below the signature, the text "5/1/16" and "Tenant's Initials" are written in black ink.

17. This rental agreement contains the entire understanding of the parties and supersedes any prior written or oral understandings, representations or agreements. In the event any portion of this rental agreement shall be found not supportable under Ohio Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts of Ohio

WE HAVE READ ITEMS 1 THRU 17 AND HEREBY AGREE TO ALL THE AFORESAID RULES AND REGULATIONS.

MONIES DUE BY: ~~August 1, 2014~~ ^{MAY 26th, 2016} \$1030 first months rent. (^{MAY 5th, 2016} \$1030 security deposit and \$ ~~per security deposit have been received on~~)

Total amount due by 2014 is _____ (first months rent)

#1030 Sec. Deposit due May 5th to initially "hold" the property. Fail to perform on lease is forfeiture of deposit.

TENANT SIGNATURE: X [Signature] DATE: 5/1/16

TENANT SIGNATURE X [Signature] DATE 5/1/16

LANDLORD/OWNER SIGNATURE: _____ DATE: _____

**LEAD-BASED PAINT ADDENDUM to Purchase/Lease Agreement
Including ... LEAD-BASED PAINT TESTING CONTINGENCY**



Property Address: 4257 PELHAM WAY, BERNSWICK, OH 44212

This Property Excluded From Disclosures Seller/Lessor(s) hereby states that this property is excluded from the legal requirement to disclose the existence of lead-based paint and/or lead-based paint hazards in the housing because this housing was constructed after 1978. ("Constructed after 1978" means that either a construction permit was obtained or construction of this housing was started after January 1, 1978).

RS AD [Seller/Lessor(s) to put "x" mark in box and initial, if applicable.]

For SALES, DISCLOSURE OF INFORMATION and ACKNOWLEDGMENT OF LEAD-BASED PAINT HAZARDS

Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure [initial(s)]

- (A) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (B) Records and Reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Listing Agent's Acknowledgment [initial]

KIB (C) Listing Agent has been informed... and has informed the seller of the seller's obligations under 42 U.S.C. 4852 and is aware of his/her responsibility to ensure compliance.

Purchaser's Acknowledgment [initial(s)]

- RS AD (D) Purchaser has received copies of all information listed above.
- RS AD (E) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
- RS AD (F) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Lead-Based Paint Testing Contingency: This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards* at the purchaser's expense until 9:00 p.m. on the day that is _____ calendar-days after contract acceptance date. [Insert the number 10, or other number of calendar-days, as mutually agreed upon]. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and correction needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option within _____ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have _____ days to respond to the counter-offer or remove this contingency at any time without cause.

*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.

For RENTALS/LEASES DISCLOSURE OF INFORMATION And ACKNOWLEDGMENT OF LEAD-BASED PAINT HAZARDS

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessors Disclosure [initial(s)]

RS
05/01/16
9:00AM EDT

A) Presence of Lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B) Records and Reports available to the lessor (check one below):

Lessor has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Listing Agent's Acknowledgment [initial]

KAB (C) Listing Agent has been informed ... and has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Lessee's Acknowledgment [initial(s)]

____ (D) Lessee has received copies of all information listed above.

____ (E) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

Certification of Accuracy [To be signed and dated by ALL parties in all sales and leases.]

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller: Ryan Stassinis dotloop verified
05/01/16 9:00AM EDT
9HQ-Q-BZDE-R1FI-NZTL Date 05/01/2016 Purchaser/Lessee: [Signature] Date 5-1-16

Seller/Lessor: [Signature] Date _____ Purchaser/Lessee: [Signature] Date 5/1/16

Listing Agent: [Signature] Date 5/1/16 Selling/Leasing Agent: [Signature] Date 5/1/16

Please fill out, sign, and return within 7 days of move-in date.

Property Address: **4257 PELHAM Way, BRUNSWICK OHIO 44212**
 Tenants Name: **JAMIE SELVES + ANGELA DILIBERTO**

Please indicate any damaged items. Use the reverse side to describe in more detail or to list needed repairs. **missing paint in areas throughout**

ROOM/ AREA	PAINT	WALLS/ CEILING	CARPETS/ FLOORING	DOORS	WINDOWS/ SCREENS	DRAPES/ BLINDS	LIGHTS	ELECT. SWITCHES OUTLETS	CABINETS	FIXTURES/ PLUMBING / LEAKS
Liv Rm			Flooring seperated		Broke transition in kitchen					moldings
Din Rm			Entry way Light		Glass cracks					
Kitchen										
Bath 2			caulk around toilet & flooring on finisher							1st Floor
#1 bdrm			closet shelves		not attached					
#2 bdrm			closet shelves		not attached					
^{basement} #3 bdrm			transition & tile		fixed in basement					
#4 bdrm										
^{upper} #1 bath			Needs fixed		bad seal & leak					Toilet Leak
utility			Hvac Furnace		vent rusted.					

Bath 3 shower head not connected caulk around tub & drywall
 Basement Patch Needed. Broken bath door & lock transition

Please note any exterior damage to house or garage:

Screen door Damaged mold on siding,

Door knob Utility Room missing. Paint scrape bottom of stairs in basement

TENANT SIGNATURE:

[Handwritten Signature]

DATE:

5-1-16

TENANT SIGNATURE:

[Handwritten Signature]

DATE:

5-1-16



**Realty Trust
Services**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **Realty Trust Services** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Realty Trust Services** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Working With Realty Trust Services

Realty Trust Services does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but **Realty Trust Services** and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Realty Trust Services** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and **Realty Trust Services** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Realty Trust Services** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Realty Trust Services** will be representing your interests. When acting as a buyer's agent, **Realty Trust Services** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print) Jamie Selves

Name (Please Print) Angela Diliberto

Signature [Signature] Date 5-1-16

Signature [Signature] Date 5/1/16

JAMIE L. SELVES
1145 BLUEBERRY HILL DR.
BRUNSWICK, OH 44212-2521

1258 Pearl

25-3
440

1172

DATE 5-1-16

PAY TO THE
ORDER OF

Ryan Stassinis

\$ 1,030.00

one thousand dollars ^{no} ₁₀

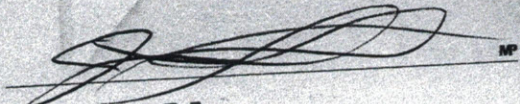
DOLLARS  Security Features
Included
Details on Back.

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

Security deposit 4257
Pelham



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