

## RESIDENTIAL LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between Haven Realty Inc. DBA Re/Max Haven Realty, Inc on behalf of the owner of record ("Landlord") and Annnavieve Gomez & Paz Gomez ("Tenant") on 12/01/2013 (Date). Landlord and Tenant may collectively be referred to as the "Parties". This Lease creates joint and several liability in the case of multiple Tenants. The Parties agree as follows:

**PREMISES:** Landlord hereby leases the Premises located at: 3026 West 46<sup>th</sup> Street, Cleveland OH to Tenant.

**LEASE TERM:** The lease will start on 12/01/2013 (begin date) and will end on 11/30/2014 (end date) (Lease Term).

**LEASE PAYMENTS:** Tenant agrees to pay to Landlord as rent for the Premises the amount of \$ 650 ("Rent") each month in advance on the first day of each month at: 34050 Solon Rd #100, Solon OH 44139 OR EFT OR at any other address designated by Landlord. If the term of this lease does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

**LATE CHARGES:** If any amount under this lease is more than 5 days late, Tenant agrees to pay a late fee of \$25 plus an additional \$ 0 per day thereafter.

**INSUFFICIENT FUNDS:** Tenant agrees to pay the charge of \$ 30 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

**SECURITY DEPOSIT:** At the signing of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$ 650 as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family, agents and visitors to the Premises during the term of this Lease. Landlord may use part or all of the of the security deposit to repair any damage to the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law. . If the owner holds the security deposit, tenant acknowledges that the distribution of any portion or the entirety of a security deposit is at the sole discretion of the owner and tenant **agrees to indemnify and hold Manager harmless from any and all liabilities arising from the distribution of any and all security deposits.**

**APPLIANCES:** The following appliances will be provided by landlord  
NONE. The landlord is not responsible to damage or loss to personal property from provided appliances including but not limited to food spoilage, damage to dishes, pans, clothing etc. If Washer and Dryer are provided for tenants use but are not covered in the lease. If something happens to the appliances, we will remove them, but will not replace them.

**DEFAULTS:** If Tenant fails to perform or fulfill any obligation, except failure to pay rent, under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this lease; or (b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law. Failure to pay rent is subject to immediate action.

**QUIET ENJOYMENT:** Tenant shall be entitled to quiet enjoyment of the premises, and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

**POSSESSION AND SURRENDER OF PREMISES:** Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to Landlord or Landlord's agent in good condition as it was at the commencement of the Lease, reasonable wear and tear excepted.

**USE OF PREMISES:** Tenant shall only use the Premises as a residence. The Premises shall not be used to carry on any type of business or trade, without prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises

**OCCUPANTS:** Tenant agrees that no more than 43 persons may reside on the Premises, without prior written consent of the Landlord.

**CONDITION OF PREMISES:** Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of

this Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

**ASSIGNMENT AND SUBLEASE:** Tenant shall not assign or sublease any interest in this lease without prior written consent of the Landlord. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

**DANGEROUS MATERIALS:** Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

**UTILITIES AND SERVICES:** Tenant will be responsible to begin an account, in their own name, for the following utilities:       Electric & Gas        
The landlord will cancel these utilities within 5 days after move in at which time tenant will become responsible for any reconnection fees. Failure to establish and maintain utilities is considered a Default of the lease.

Water, Sewer and Trash Collection charges will be:        Paid by Landlord  
  x   Charged to tenant (account will remain in Landlord name).

**PETS:** Tenant shall not keep any Pets on the Premises without the prior written consent of the Landlord. No additional pets other than those on original rental applications are permitted.

**ALTERATIONS AND IMPROVEMENTS:** Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

**DAMAGE TO PREMISES:** If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

**MAINTENANCE AND REPAIR:** Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor. Tenant agrees to a \$50 trip charge plus costs payable to Landlord for maintenance calls that are found to be the responsibility of the tenant. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. Tenant

shall promptly notify Landlord of any damage, defect or destruction of the Premises, or in the event of the failure of any of the appliances or equipment. Landlord will use its best efforts to repair or replace any such damaged or defective area, appliance or equipment.

Tenant is responsible for: \_\_\_Lawn Care/Maintenance & Snow Removal\_\_\_ and other reasonable ongoing maintenance items.

Tenant is responsible for having carpets professionally cleaned upon move out. Tenant is responsible to keep all drains and toilets clear of obstruction and running freely.

Prior to move in new batteries were installed in the smoke detectors located at each level of the property. The tenant is responsible to test the operation no less than every 6 months and replace the batteries no less than once per year.

**PEST CONTROL & DRAIN/PLUMBING MAINTENANCE:** Tenant agrees to keep the premise clean and insect, pest and rodent free. Costs associated with the treatment, control or removal of roaches, ants, flies, fruit flies, fleas, bed bug and mice are the sole responsibility of the tenant unless specifically prohibited by law or housing assistance program guidelines or reported to Landlord within 7 days of lease signing.

Tenant agrees to keep drains clear and flowing including but not limited to kitchen sink, bathroom sink, shower, tub, laundry drain and toilets. Costs associated with plunging, snaking, disassembly and reassembly are the sole responsibility of the tenant unless specifically prohibited by law or housing assistance program guidelines or reported to Landlord within 7 days of lease signing.

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**RIGHT OF INSPECTION:** Tenant agrees to make the premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agree to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

**HOLDOVER: In the event Tenant remains in possession of the Premises for any period after the expiration of the Lease Term ("Holdover Period"), a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate of \$\_675\_\_\_ per month, unless otherwise agreed by the parties in writing.** Such month-to-month

tenancy shall be terminable on thirty (30) days notice by either party or on longer notice if required by law.

**ABANDONMENT:** If Tenant abandons the Premises or any personal property during the term of this Lease, Landlord may at it's option enter the Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Lease.

Abandonment is defined as absence of the Tenants from the premises, for at least 21 consecutive days without notice to Landlord. If Tenant abandons the premises while the rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Premises in any manner allowed by law.

**EXTENDED ABSENCES:** In the event Tenant will be away from the premises for more than 21 consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

**SECURITY:** Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

**SEVERABILITY:** If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**INSURANCE:** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God, or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

**BINDING EFFECT:** The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

**GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of Ohio

**ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

**NOTICE:** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service or, if to Tenant, at the Premise and if to Landlord, at the address for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above.

Any notices received by tenant from city, state, federal or any other governmental bodies must be forwarded to landlord immediately.

**CUMULATIVE RIGHTS:** Landlord's and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

**WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

**DISPLAY OF SIGNS:** Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

**KEYS:** Tenant will be given 1 key(s) to the premises.

**INDEMNIFICATION:** To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the premises with Tenant's express or implied consent except Landlord's act or negligence

**LEGAL FEES:** In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in addition to all other relief.

**ADDITIONAL TERMS & CONDITIONS** (Specify "none" if there are no additional provisions)

This property is in as-is condition.

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IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

[Signature]

**LANDLORD:**

  
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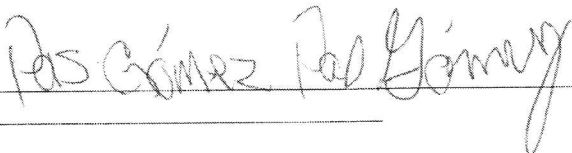
(Name)

**TENANT:**

  
\_\_\_\_\_

(Name)

**TENANT:**

  
\_\_\_\_\_

(Name)