

LEASE AGREEMENT

Made this 10th day of March year 2013.

Owner or Lessor: Sammy EIDabh

Residents, Tenants or Lessees: Dennis Jackson and Bonnie M. Thacker and children: Candyce Thacker and Kahli Jackson.

Mailing address for the owner: 3720 Kings Post Parkway. Rocky River, Ohio 44116

Premises: The Residents agree to lease, and the Owner agrees to rent a single family home, situated in the city of Fairview Park, county of Cuyahoga and also known as 4311 W 220th Street. Fairview Park, Ohio 44126.

The parties intend to create:

A lease for the term of 12 months, commencing on April 1st 2013 and ending on March 31st, 2014. At the expiration of this lease, all other terms of this agreement remain in effect until termination of tenancy.

The lease requires a written 60 days notice to terminate tenancy, to be effective only on the first day of any month. Such notice can only be given 60 days prior to the expiration of the lease. Residents vacating after the last day of the month are responsible for the next entire month's rent. Rents will be prorated for periods of less than a month only when a new resident moves in during the month, otherwise rents are not prorated for periods less than one month.

If a Lessee moves out before the leasing period has expired he is guilty of breaching the rental agreement. The Lessee is still responsible for the rent until the end of the leasing period or until the property is re-rented, whichever comes first. The Lessee is also responsible for any cleaning, the Lessor's cost to repaint the unit and miscellaneous expenses incurred to re-rent the suite. Such expenses will be subtracted from the security deposit. If the expenses are less than the deposit the difference will be refunded. If the expenses exceed the deposit, the Lessee will be responsible for the additional amount. If the Lessee does not pay the additional amount, a civil judgment may be sought.

Should it become necessary to break the lease, a Lessee can minimize his loss by giving written notice as early as possible. The written notice must contain a specific move-out date. The more time given to re-rent the property, the less chance there will be that the Lessee must continue to fulfill his legal obligation to pay the rent. Often a Lessee moving prior to the lease expiration date will find his loss limited to his full security deposit and nothing more, provided the Lessee leaves the suite in good condition and cleaned as stipulated in the rental agreement. However, this is not always the case and will depend entirely on the individual circumstances. Landlord is permitted to post rental sign prior to the end of the lease or as necessary.

And in consideration Lessee agrees:

- To pay in advance, without deductions or demand, a monthly rent of \$650.00 on the 1st day of each month. Timely payment of the rent is the most important part of this lease. There is a 3 days grace period. There's a \$50 late payment fee that will be charged on the 3rd day of any month when the payment isn't paid by the 3rd of the month. The rent will be collected between 8:00 (am) and 8:00 (pm) at the rental property or it must reach the Owner by US mail at 3720 Kings Post Parkway. Rocky River, Ohio 44116 before the 1st of the month. It is strongly recommended that you mail your check early. Lessor will not be responsible for the loss or theft of rent payments. To pay a security deposit of \$ 650.00 to cover cleaning or damages as follows: The deposit will be refunded within 30 days but no less than 25 days after vacating, if there is no cleaning or damage beyond ordinary wear and depreciation, and all rent and other charges have been paid in full. If the lease is renewed at a higher rate, additional funds will be required for deposit. Security deposits should never be applied toward the last month's rent. Legal action will be taken against any resident who tries to follow this policy. A penalty equal to the deposit will be charged. The Lessee clearly understands that the security deposit cannot be used for the payment of rent.

- To pay for the following utilities: Gas and Electric, Phone.

To put in the Lessee's name, all utilities for which the Lessee is responsible. This must be done before the Lessee receives the key or is permitted to move on to the property. Arrangement for the **payment of the water and sewer charges are as follows:** Lessor/owner will pay the water and sewer bill and provide a copy to the residents/tenants. The residents/tenants will include the amount indicated on the bill to the lessor/owner with the following month rent that is due.

That any violation of any provision of this agreement by the Lessee, or any person on the premises with the Lessee's consent, or any failure to pay rent upon the due date, shall result at the option of the Lessor in the immediate termination of this agreement with only such notice as may be required by law.

After one NSF check has been received the Lessee must pay all remaining rent by certified bank check or money order. The Lessee agrees to pay \$50.00 for the first and only NSF check.

To use said premises as living quarters for residence of said named Lessees and for no other purpose. The number of occupants must not exceed the number specified on the lease.

No other persons shall occupy the premises with the Lessees without written consent of the Lessor. An additional fee of \$ 50.00 per month will be charged for each additional person.

To keep no birds, animals, or other pets on the premises without written consent of the Lessor; any consent so given may be withdrawn if, in the opinion of the Lessor, the pet constitutes a nuisance, causes complaints from neighbors, or adversely affects the normal maintenance of the property.

Plantings should not be added to the landscaping without written permission of the Lessor. All such plantings become the property of the Lessor and may not be removed.

Not to transfer or assign this agreement, nor let or sub-let the whole or any part of said premises. If a Lessee holds over after the term of the lease without the Lessor's written permission and as a result damages are caused to the Lessor or the new Lessee, the former Lessee agrees to be liable for all costs incurred. The Lessee agrees to provide a forwarding address.

In the event of the death of a Lessee, the remaining Lessee or as the case may be, heirs, executives or administrator will have the option to terminate the lease upon a 30 day written notice effective on the 1st day of the month only. Notice given in the middle of the month will be effective on the first of the following month.

The Lessee stipulates to the following as unconditional terms of the lease agreement:

- Lessor may enter said premises at any time with a 24-hour notice; to inspect, repair and maintain the property; to show the property to any prospective buyer, loan or insurance agent, and in case either party has given notice of termination of this tenancy, to show the premises to any prospective Lessee.

In the event that this property is sold and the Lessee notified as required by law this agreement shall, at the option of the new owner, become null and void.

Not to use said premises for any unlawful or immoral purposes, nor violate any regulations of the Board of Health, or laws set forth by city, state or federal government.

Not to play any musical instrument or radio or television set loud enough to be heard by other tenants or neighbors before 8am or after 10pm. No excessive noise, music, disorderly conduct or behavior annoying or disturbing to the neighbors or other tenants shall be permitted. The Lessor reserves the option to cancel this rental agreement, with a 30 day notice, for excessive noise or disturbances.

The Lessee agrees not to permit the premises, including woodwork, floors and walls, or any furniture, fixtures or furnishings contained therein to be damaged or depreciated in any manner, and to pay for any loss, breakage or damage thereto.

No tacks, nails, or screws will be driven into the walls, woodwork or ceilings.

The Lessee is responsible for and agrees to pay for any damage done by wind or rain caused by leaving windows open, and by overflow of water or stoppage of waste pipes caused by the Lessee, the Lessee's family or guests.

The following pets are permitted: **NONE**. No other visiting dogs, cats, etc. A Lessee who brings in an animal or allows a visitor to bring in an animal without written consent of the Lessor will be responsible for complete replacement of all carpeting with no pro-rations and for any other damages caused by the animal.

That no outdoor radio or television aeriels of any kind may be installed by the Lessee, and the Lessee may not install or permit or allow anyone to install special lighting fixtures, Christmas lights, door chains or additional or re-keyed locks, air conditioning appliances, ventilating fans or any electrical or mechanical equipment in or upon said premises without the written consent of the Lessor.

It is agreed that there shall be no vehicles (including motorcycles, trucks, trailer or boats) other than automobiles, operated or kept on premises by the Lessee, without the written consent of the Lessor. Noncompliance with the terms of the provision may result in any of said vehicles being towed from the premises at owner's risk and expense.

Vehicles parked are done so at the resident owner's risk and at no risk to the Lessor.

No repair of automobiles is permitted on the premises.

Trash should be placed in the area provided and in tied plastic bags. Please wash all cans and bottles before placing them in the trash containers. Garbage should be placed at the curb on the appropriate day and not before.

To maintain said premises in a clean, orderly, law-abiding manner, the Lessee is expected to leave the premises thoroughly cleaned upon vacating. Inspection will emphasize, but not be limited to the following:

All damages to the building caused by the moving and carrying of articles shall be paid by the Lessee. Burned out light bulbs inside the dwelling are the responsibilities of the Lessee and must be replaced. Walls and ceiling, if soiled by grease and dirt marks should be washed.

All windows will be cleaned inside and out. Window screens, rods and mini blinds, if applicable, will be cleaned and put in place. Closets will be free of trash, shelves and hanger rods will be cleaned. Tile will be cleaned on both the walls and the floors. Light fixtures will be free of dust and dirt. Lavatories, toilets, bathtubs, showers, cabinets, and all fixtures will be thoroughly cleaned. Stove, vent, hood and fan compartments will be thoroughly cleaned. Lessee will remove and clean vent cover and walls of vent, but will not wash fan motor.

Refrigerator if provided will be defrosted, cleaned and wiped dry; ice and vegetable trays returned to place, refrigerator door to be left in open position and unplugged.

Kitchen cabinets will be cleaned and free from all grease from burners, oven grill, grease pan, and other parts. Areas between and behind appliances should be cleaned.

Storage closets and garages should be cleaned.

Rugs should be cleaned of grease marks and/or other spots, and thoroughly vacuumed to remove dust and dirt. Professional cleaning is mandatory. Animal stains, cigarette burns or other such abuse will be subject to security deposit deductions. If in the opinion of the landlord, the carpet is not clean enough for a new tenant, the Lessor will have the carpet professionally cleaned again and make an appropriate deduction from the security deposit.

Patios and balconies should be swept.

Driveways or assigned parking spaces should be free of oil or debris.

• There will be a charge of approx. \$ 35.00 an hour for all cleaning and repairs.

Keys for apartment, mail box and garages must be returned before deposit refunds are given.

In case the leased premises should be partially damaged by fire or other causes during the said term, the property shall be repaired by the Landlord or Insurance Company, with all reasonable dispatch. A proportionate reduction of rent shall be allowed the Lessee unless:

(a) The Lessee can use and occupy the premises without substantial inconvenience (b) If said repairs are delayed because of the failure of said Lessee to adjust their own insurance. In case the damage shall amount substantially to the destruction of the premises leased, this lease shall become null and void and the responsibilities of the Lessor and the lessee with reference to the un-expired term, shall cease.

The Lessor strongly recommends that the Lessee obtain renter's insurance.

In the event the premises is not ready for occupancy upon the date agreed upon or specified in this lease for any reason whatsoever beyond the control of the Lessor, the Lessee shall not have cause for any damages whatsoever except a refund of rent for the period the premises is uninhabitable. The amount of the refund shall be based upon the monthly rental in effect at the time.

In the event that the Premises were constructed prior to 1978, Lessee hereby acknowledges receipt of notice that there may exist the possibility of exposure to lead from lead-based paint. Lead poisoning of young children may produce permanent neurological damage, including learning disabilities, behavioral problems and impaired memory. Lead also poses a potential risk to pregnant women. No information regarding any lead based paint is available and Lessee acknowledges that an opportunity to inspect for lead hazards has been provided by Lessor.

Radon Gas Disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding Radon Gas may be obtained from your county public health unit. Lessor makes no representations regarding the existence of Radon Gas nor has Lessor conducted any tests to determine that any Radon Gas has accumulated on the Premises.

That the Lessee has read this lease and that the Lessee has not relied upon any oral provisions or warranties made by the Lessor or his agent in leasing the premises.

Other terms

WARNING: This is a binding legal contract. Do not sign without fully understanding it. Consult an attorney if you have questions.

Lessor DATE

Lessee (2) DATE

Sammy Eidabh 3-10-13

Sammy Eidabh

Dennis Jackson
DOB [REDACTED]

Dennis Jackson
3-10-2013

Bonnie Thacker
DOB [REDACTED]

Bonnie Thacker
3-10-13