

RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on May 29 2017 below between SJD Ventures LLC leased to Felicia Sweeten. Lessee the PREMISES and more particularly described as follows: 7119 Velma Parma OH 44129 together with all appurtenances, for a TERM, to commence on June 1 2017 and to end on June 1 2018 at 12 o'clock a.m.

**Rent:** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$ 900.00 per month in advance on the 1<sup>st</sup> day of each calendar month beginning June 1 2017 to June 1 2018

**Additional Charges:** Lessor is not obligated to accept any rent payment that is late more than two (2) days after it's due date even if such payment is accompanied by an amount equal to the late charge. Any past acceptance of late rent does obligate Lessor to accept future payments late, see paragraph titled "Waiver". If Lessor elects to accept rent paid after the fifth (5<sup>th</sup>) day of the month, a later charge of twenty five (\$25) dollars will be charged and due as additional rent. After the sixth (6<sup>th</sup>) day of the month, a late charge of fifty (\$50) dollars will be charged and due as additional rent. Lessee agrees to pay upon demand a fee of fifty-five (\$55) dollars to Lessor for each check given by Lessee which is dishonored, re-deposited or returned to Lessor.

**Security Deposit:** Upon execution of this Lease Agreement, Tenant shall deposit with Landlord the sum of \$1,500.00 (which amount is not in excess of two months periodic rent) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative.

**Termination by Lessee:** If Lessee and Lessor agree that provided all terms, conditions, covenants and agreements hereof have been fully complied with by Lessee, and no default hereunder then exists, Lessee, subject to and upon compliance with the following terms and conditions shall have the right to terminate this Lease by giving not less than sixty (60) days prior written notice thereof to Lessor. Such notice shall be accompanied by payment of rent and all other amounts, if any, due from Lessee hereunder to and including the effective date of termination. The Lessee shall pay to Lessor, with the notice hereinabove set forth, an amount equal to twelve (12) month's rent. In addition to the required payments hereinabove set forth. Resident shall also waive and release claim to return of security deposit referred to above.

**Quiet Enjoyment:** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term. Lessee agrees not to engage in not permit a guest of Lessee to engage in any activities that are unlawful or creates "excessive noise" or disturbs the peaceful and quiet enjoyment or other Lessees and occupants who are in the building that Lessee's apartment/unit is located in. As used therein, the term "excessive noise" means any noise coming from Lessee's apartment that can be heard in any other apartment/unit.

**Use of Premises:** The demised premises shall be used and occupied by the Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kinds, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

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**Number of Occupants:** Lessee agrees that the demised premises shall be occupied by no more than the OCCUPANT NUMBER person(s), consisting of 1 ADULTS adult(s) and 0 CHILDREN children under the age of 18 years, without the written consent of the Lessor. Other than persons listed in this lease, Lessee may not have any guest stay in the apartment/unit for more than seven continuous nights, or fifteen nights in one month.

**Condition of Premises:** Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this leave, in good order, repair and a safe, clean, and tenantable condition. Lessee also agrees that all surfaces are clean and that the walls, ceilings, floors, carpets, doors, appliances and equipment located in the apartment are not marked, punctured, nor spotted and are in good order and repair except as herein otherwise noted;

Lessee accepts the premises in its "as is" condition and agrees to keep it in good condition and return it to the Lessor at the end of the term in the same condition, normal wear and tear expected. Lessee acknowledges that he/she has received one set of keys, including mailbox key (if applicable), to the premises.

**Assignment and Subletting:** Without the prior consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease. Original Lessee may not assign this agreement without consent of Lessor.

**Damage to Premises:** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessor's negligence or willful act or that of his employee, family, agent or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by the Lessee's negligence or willful act or that of his employee, family, agent or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

**Illegal Drug Use:** Lessee hereby acknowledges that illegal drug trafficking or use is strictly prohibited and is a substantial breach to this Lease. Said drug trafficking or use will be considered grounds for immediate termination of Lease, subject to all applicable penalties as forementioned.

**Dangerous Materials:** Lessee shall not keep or have on the leased premises any article of thing of a dangerous inflammable, or explosive character that might unreasonably increase the danger or fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**Utilities:** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, INCLUDING that Water and Sewer. Should water/sewer bill not be put into tenant's name, Lessee agrees to pay the water/sewer bill within seven (7) days of being presented by Lessor as additional rent.

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**Maintenance and Repair:** Lessee will at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order, keep the walks free from dirt and debris; and, at his sole expense shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste or neglect or that of his employee, family agent or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his employee, family, agent or visitor, shall be the responsibility of Lessee or his assigns.

**Warranty:** WARRANTY – listed below

**Animals:** Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of the Lessor.

**Right of Inspection:** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

**Right of Entry:** Lessor or its agent or agents shall have the right to enter the Lessee's Apartment/Unit at reasonable times upon providing Lessee at least twenty-four (24) hours notice for purpose of inspection the Apartment/Unit, showing the Apartment/Unit to prospective Lessees and for making repairs except that no notice shall be required in case of an Emergency. Notice will be given either by phone, or placed under apartment/unit door. Lessee may not, without the prior written consent of Lessor, change the locks or add locks or locking devices to the doors of the apartment/unit. Lessee is required to deposit with Lessor a working duplicate of all keys which are necessary to enter into the apartment/unit and to enter into each room of the apartment/unit or any storage room available.

**Display of Signs:** During the last 45 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants. Landlord has Tenant's permission to enter and show property.

**Subordination or Lease:** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by the Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extension of such liens or encumbrances.

**Holdover by Lessee/Lease Renewal:** This agreement shall automatically renew itself for successive, similar terms, at a 10% rent increase, unless either party gives written notice of termination, by certified mail, at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the expiration of the term hereof or any renewal term. Any such notice of termination shall, at the option of the Lessor, be of no force and effect if the Lessee fails to surrender ALL keys to, and possession of, the Premises on or before the effective date of termination.

**Surrender of Premises:** At the expiration of the lease term or any successive renewals, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements expected.

**Default:** If any default is made in the payment of rent, of any part thereof, at the times hereinbefore specific, or if any default is made in the performance of or compliance with any other term or condition

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hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 5 days of receipt of such notice, Lessee has corrected the default or breach and has taken action reasonably likely to effect such correction within a reasonable time.

**Renter's Insurance:** Landlord will not be responsible for any loss to personal property due to fire, theft, or any other damages due to act of nature. Landlord carries insurance on the structure of the building. Tenant understands that Landlord does not cover personal property due to loss and that it is the Tenant's responsibility to obtain Renter's Insurance to cover their personal property.

**Removal of Property:** Lessee agrees that any property not removed by Lessee within ten (10) calendar days after abandoning, deserting, permanently vacating, or being evicted from, or termination of this Apartment/Unit Lease shall be deemed to be abandoned by Lessee and that Lessor may discard such property with any liability to Lessee.

**Abandonment:** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable from any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee 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 has continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**Binding Effect:** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto and all covenants are to be construed as conditions of this lease.

**Liability:** Lessor shall not be liable to Lessee for any damage to Lessee's person or property, or to Lessee's agent, employees, guests, or invitee other than for Lessor's negligence, and Lessee agrees to indemnify and to save Lessor harmless from all claims of any nature. By executing this Lease Agreement, Lessee acknowledges that Lessee is aware that Lessee should purchase insurance at Lessee's costs in order to insure Lessee's personal property against destruction, loss and/or injury. Lessee acknowledges that commons areas in the building in which the apartment/unit is located are not secured and that any items located or left thereon unattended may be easily stolen, damaged, vandalized or damaged as a result of water leak or sewer blockage. Lessee shall indemnify Lessor for any losses suffered by Lessor for Lessee's breach of this provision, including reasonable attorney's fees and costs.

**Severability:** If any provision of this lease is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this lease, which shall remain in full force and effect.

**Joint and Several Liability:** If more than one Lessee, including any co-signer, is executing this Lease Agreement, then the obligations of each Lessee under this lease agreement shall be a joint and several obligation of each such Lessee.

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**Notice:** Any notice to Lessee addressed to the Apartment/Unit, and to the Lessor at the address shown shall be sufficient if in writing and delivered in person or by certified mail.

**Time Of The Essence:** Time is of the essence in this Lease.

**Waiver:** Failure of Lessor to insist upon the strict performance of the terms, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to hereinafter enforce any such term, agreement or condition, but the same shall continue in full force and effect. Lessor shall not waive any breach or default, nor accept any surrender of the Apartment/Unit; nor prejudice any right of this Lease agreement by receiving from Lessee any moneys or keys whatsoever or otherwise except expressly in writing. No waiver of one breach of any agreement herein shall be construed to be a waiver of agreement itself or of any subsequent breach thereof. Each and all the various rights, remedies, elections and recourses of Lessor providing for in this lease agreement or created by law, shall be construed as cumulative and no one of them as exclusive of the others, or as exclusive of any rights, remedies or recourses of Lessor providing for in this Lease agreement or created by law, shall be construed as cumulative and not one of them as exclusive of the others, or as exclusive of any rights, remedies or recourses now or hereafter allowed or conferred by law or in equity.

**Entire Agreement:** This Apartment/Unit Lease any attachments constitutes the complete and entire agreement between the parties hereto, and no oral statements made shall be binding upon either party, it being understood and agreed that this Apartment/Unit Lease may be modified only in writing signed by the party against who enforcement is sought.

**Insurance:** Lessee is required to purchase renters insurance on the premises naming Lessor as additional insurance prior to moving into the premises. It is a requirement of Lessee to carry this insurance and a lapse in coverage is a default in the lease and subject to termination within three (3) business days if not corrected. Lessor has no obligation to accepted cleared or corrected default after three (3) business days. As insurance is purchases by Lessee, no obligation on Lessor to notify Lessee of default.

**Disclosure of Information of Lead-Based Paint and 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 LEAD BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. LESSEES MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTS.

**Lessor's Disclosure:** Presence of lead-based paint or lead-based paint hazards: Lessor has no knowledge of lead-based paint, and/or lead-based paint hazards in the housing.

Records and repairs available to Lessor: Lessor has no reports or records pertaining to lead-based paint, and/or lead-based paint hazards in the housing.

Lessor's agent acknowledges that it has informed the Lessor's obligations under 42 U.S.C 4852(d) and Lessor's Agent and Lessor are aware of their responsibility to ensure compliance. In signing his/her name below, the undersigned Lessee acknowledges receipt of a copy of this disclosure statement containing the foregoing lead-based paint statement Lessor's disclosure and a copy of the pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME".

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Each party signing below has reviewed the information that is contained in the sections entitled LEAD WARNING STATEMENT, LESSOR'S DISCLOSURE and RECEIPT OF COPY OF PAMPHLET ENTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME", and certify that the information contained therein, to the best of their respective knowledge, is true and accurate.

**Headings and Captions:** Lessee and Lessor acknowledge that the section headings herein contained are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of this Lease, nor in any other way effect the terms and provisions within this Lease.

IN WHITENESS WHEREOF, the parties have executed this lease at the day and year above written.

SJO Ventures LLC

Lessor

Felicia Sweeten

Lessee

Jennifer Dilly - 5/30/17.

Lessor

Lessee

## TERMS

LESSOR: SJD Ventures LLC.		
LESSEE: Felicia Swaeten		
PREMISES: 7119 Velma Parma OH 44129.		
SIGNING DATE: May 29, 2017	TERM: 1 year	
START DATE: June 1, 2017	END DATE: June 1, 2018	
RENT AMOUNT: \$ 900 <sup>00</sup>	RENT CREDIT:	
OCCUPANT #: 1	ADULTS: 1	CHILDREN:
ANIMALS: 0		
WARRANTY:		



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 7119 Velma Ave, Parma Oh 44134  
Buyer(s): Felicia Sweeten  
Seller(s): SJDventures LLC

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Randy Shube AGENT(S), and Remax Beyond 200 BROKERAGE  
The seller will be represented by Chris Kaylor AGENT(S), and Realty Trust Service BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

- Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will
- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
  - represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

R Sweeten guardian for Felicia Sweeten 5/29/17  
BUYER/TENANT DATE

Jennifer Parley 5/30/17  
SELLER/LANDLORD DATE

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE



# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:



Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20th Floor  
Columbus, OH 43215-6133  
(614) 466-4100



Buyer's Initials:

Seller's Initials:

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. RE/MAX Beyond 2000 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 RE/MAX Beyond 2000 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 RE/MAX Beyond 2000 has listed. In that instance, RE/MAX Beyond 2000 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 RE/MAX Beyond 2000 lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. RE/MAX Beyond 2000 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 RE/MAX Beyond 2000 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 RE/MAX Beyond 2000 will be representing your interests. When acting as a buyer's agent, RE/MAX Beyond 2000 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.

Felicia Sweeten  
Name (Please Print)  
guardian for Felicia Sweeten  
R Sweeten 5/25/17  
Signature Date  
Pandy Skase  
Agent

SJD Ventures LLC  
Name (Please Print)  
Jennifer Dubby 5/30/17  
Signature Date

**Disclosure of Information on Lead-Based Paint and/or 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**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

(ii)  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 (i) or (ii) below):

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

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

<u>Jennifer Duley</u>	<u>5/30/17</u>	_____	_____
Seller	Date	Seller	Date
<u>P. Sweeten</u>	<u>5/29/17</u>	_____	_____
Purchaser	Date	Purchaser	Date
<u>Randy Sh</u>	<u>May 29 2017</u>	_____	_____
Agent	Date	Agent	Date

# APPLICATION FOR RENTAL

EACH ADULT APPLYING FOR UNIT MUST COMPLETE A SEPARATE APPLICATION

PLEASE PRINT - ALL information must be completed. All blanks must be filled in. The decision to rent to you will depend in great part on your credit history and references.

How did you find out about us? Sign : Newspaper : Friend : Other  Randy Skube

## YOUR PERSONAL INFORMATION

Full Name FANCIA N SWEETEN Phone 216, 750-2634 Work Phone 216, 750-2600

Social Security Number 216-92 4143 Current Driver's License # RR232862 State: OHIO

Present Address 3348 Kildare Rd  
City Cleveland Heights State: OHIO Zip: 44118

How Long? 2 If renting, Apartment name/location \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Landlord/mgr's name Donna Matzek Alternate Phone: ( ) N/A

Why are you leaving? Close to Family

donnamatzek@yahoo.com Current Rent: \$ \_\_\_\_\_

Previous Address N/A

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

How Long? \_\_\_\_\_ If renting, Apartment name/location \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Landlord/mgr's name \_\_\_\_\_ Alternate Phone: ( ) \_\_\_\_\_

Why did you leave? \_\_\_\_\_

Present Employer VIAWEST DAY SERVICES Position: SECRETARY How Long? 2

Address 100 West Resource Drive, Brooklyn Phone: 216, 750-2608

Gross Monthly Income before deductions: \$ \_\_\_\_\_ Other Income: \$ 735 Source: SOCIAL SECURITY

Former Employer N/A Position: \_\_\_\_\_ How Long? \_\_\_\_\_

Address \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Why did you leave? \_\_\_\_\_

PLEASE CONTINUE ON NEXT PAGE

**CREDIT REFERENCES:** This can include store credit cards, rental stores, car loans, small loans, etc.

Bank PNC BANK Acct # (s) 41148820053 Branch Independence Checking  Savings  Loan   
City Independence State OHIO Approx. Balance \$ 120.00 How Long? 2

Other Active Credit Ref: \_\_\_\_\_ Account # \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
Type of Account: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_ How Long? \_\_\_\_\_ Are all payments current? YES  NO

Other Active Credit Ref: \_\_\_\_\_ Account # \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
Type of Account: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_ How Long? \_\_\_\_\_ Are all payments current? YES  NO

Have you ever been evicted? YES  NO  Have you ever had a foreclosure/repossession? YES  Date \_\_\_\_\_ NO

If yes, explain: \_\_\_\_\_

Have you ever filed for bankruptcy? YES  Date \_\_\_\_\_ NO  If yes, Chapter 7  or Chapter 13

Explain: \_\_\_\_\_

Have you ever been convicted of a crime, other than a traffic violation? YES  NO

If yes, explain: grand theft auto, breaking entry, theft, assault

**PERSONAL REFERENCES** - List three persons, OTHER THAN YOUR RELATIVES, that we may contact to verify your character.

Name Mamuta Spraggins Relationship Program Manager Phone: 216, 750-2634  
Address 4700 Rockside Rd City Independence State OHIO Zip 44131

Name Janet Scott Relationship Supervisor Phone: 216, 750-2608  
Address 1600 West Resource City BROOKLYN State OHIO Zip \_\_\_\_\_

Name Maggie Skultety Relationship SSA Phone: 216, 362-3741  
Address 6149 W130th City Parma State OH Zip 44130

**EMERGENCY** - In an emergency you may contact (List two, other than spouse/roommate, nearest relatives first)

Name Rita Sweeten Relationship Mother Phone: 440, 342-2732  
Address 3934 Grobus Ave City Lorain State OHIO Zip 44105

Name Mamuta Spraggins Relationship Program Manager Phone: 216, 750-2634  
Address 4700 Rockside Rd City Independence State OH Zip 44131

PLEASE CONTINUE ON NEXT PAGE

## OTHER INFORMATION

OTHER PERSONS (INCLUDING CHILDREN) WHO WILL LIVE IN THE DWELLING UNIT

Name N/A Name \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

\* Pets: Name N/A Type \_\_\_\_\_ Weight \_\_\_\_\_ lbs. Name \_\_\_\_\_ Type \_\_\_\_\_ Weight \_\_\_\_\_ lbs.

**\* NOTE: No pets are allowed at any time on the premises without prior Management consent and payment of fees - NO EXCEPTIONS**

Date of desired occupancy 6/1/17 Anticipated length of stay 1 yr

Do you own: Vacuum cleaner : Lawn mower : Water bed : Musical instruments : Does anyone smoke? Yes : No

List all motor vehicles, including recreational vehicles, to be kept at the property:

MAKE	MODEL	COLOR	YEAR	LICENSE PLATE #	STATE	MONTHLY PAYMENT
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____

A non-refundable application fee of \$ \_\_\_\_\_ and a reservation fee of \$ \_\_\_\_\_ are required for processing this application, and is being paid herewith. The undersigned expressly agrees that if this application is approved applicant herewith agrees to rent this property. Applicant further agrees that if applicant is accepted by Management and then decides, for any reason, not to move into the premises, then all monies paid herewith shall be retained as liquidated damages since other prospective tenants may have been turned away and it may be necessary for Management to re-advertise the property and evaluate other applicants. Processing of application shall be as timely as possible and the results may be delivered via telephone, fax or mail. Once approved, applicant agrees to pay the balance of funds and complete the paperwork within 48 hours, otherwise management will assume that applicant has decided to forfeit the reservation/earnest money payment made herewith and will begin re-marketing the property. If applicant is not approved, all monies given herewith, less application fee shown above, shall be returned to applicant. Applicant understands and agrees that rent begins as of the day after application approval and will be prorated for the following month.

A PHOTOSTATIC COPY OF MY DRIVER'S LICENSE OR PICTURE IDENTIFICATION CARD, SOCIAL SECURITY CARD, LATEST PAY CHECK STUB(S) AND LAST YEAR'S W-2(s) OR COPY OF LAST YEARS INCOME TAX RETURN ARE ATTACHED TO THE APPLICATION [ ], OR WILL BE PROVIDED [ ]. I declare that the application is complete, true and correct and I herewith give my permission for anyone contacted to release the credit or personal information of the undersigned applicant to Management or their authorized agents, at any time, for the purposes of entering into and continuing to offer or collect on any agreement and/or credit extended. I further authorize Management or their Authorized Agents to verify the application information including but not limited to obtaining criminal records, contacting creditors, present or former landlords, employers and personal references, whether listed or not, at the time of the application and at any time in the future, with regard to any agreement entered into with Management. Any false information will constitute grounds for rejection of this application, or Management may at any time immediately terminate any agreement entered into in reliance upon misinformation given on this application.

Mance O  
Applicant's Authorization

5/26/17  
Date

Tina Sweeten

3028-88

~~AD~~ Alan Morris Viaquest

216-233-4466 cuts checks



C U Y A H O G A C O U N T Y  
Board of Developmental Disabilities

May 12, 2017

guardian

Rita Sweeten

216-342-2732

To Whom It May Concern:

I am writing on behalf of Felicia Sweeten, who would like to rent the home you have available at 6215 Merkle Parma, Ohio 44130. I would like to provide you with some additional information.

The individuals living in this home will have staff support and those staff will be the primary contact liaison between you and the tenants. That provider staff as well as the Cuyahoga County Board of Developmental Disabilities (CCBDD) are not to be considered parties of the lease as the home is being rented directly to the individuals who signed the lease.

The individuals are responsible for making rent payments out of their personal income and/or benefits. CCBDD has a program in which we subsidize the individuals whose income and/or benefits are not enough for them to cover rental amounts.

Often times the individuals require a third party to generate payments on their behalf. In such case, you will be notified of that parties contact information and mailed checks directly from that party.

If you have questions or concerns regarding this process please contact me at (216) 736-2736.

Thank you,

**Leah N. Dalton**

Leah N. Dalton  
Housing and Placement Manager  
Cuyahoga County Board of Developmental Disabilities

1275 Lakeside Avenue East Cleveland, Ohio 44114-1129 (216) 241-8230

[www.CuyahogaBDD.org](http://www.CuyahogaBDD.org)

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