

**RESIDENTIAL LEASE**  
Apartment - Condominium - House

BY THIS AGREEMENT made and entered into on July 28 between Avalon escrow herein referred to as Lessor, and makita moore herein referred to as Lessee, Lessor leases to Lessee the premises situated at 13158 Forest Dale Dr, Currie, OH 44126, and more particularly described as follows: Single Family home together with all appurtenances, for a term of one (1) year, to commence on 1st and to end on home, at 12 o'clock a.m.

**Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of one thousand (\$ 1000) per month in advance on the 1st day of each calendar month beginning Aug 1, 2018 to Avalon Escrow, 21380 Lorain Road, Suite 201 Fairview Park, OH 44126.

**Additional Charges:** Lessor is not obligated to accept any rent payment that is late more than two (2) days after its due date even if such payment is accompanied by an amount equal to the late charge. Any past acceptance of late rent does not obligate Lessor to accept future payments late, see paragraph titled "Waiver". If Lessor elects to accept rent paid after the third (3<sup>rd</sup>) day of the month, a late 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 thirty-five (\$35) dollars to Lessor for each check given by Lessee which is dishonored, re-deposited, or returned to Lessor.

**Security Deposit.** On execution of this lease, Lessee deposits with Lessor one thousand (\$ 1000), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof. UNDER NO CIRCUMSTANCES SHALL THE SECURITY DEPOSIT BE CONSIDERED BY LESSEE AS LESSEE'S LAST MONTH'S RENTAL OBLIGATION.

**Termination by Lessee.** If Lessee and Company 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 required, and in addition to the payment of rent and all other amounts, if any, due hereunder as hereinabove set forth, an amount equal to three (3) 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 nor permit a guest of Lessee to engage in any activities that are unlawful or creates "excessive noise" or disturbs the peaceful and quiet enjoyment of other Lessees and occupants who are in the building that Lessee's apartment 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.

**Use of Premises.** The demised premises shall be used and occupied by 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 kind, 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 or this lease.

**Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 5 person(s), consisting of 2 adult(s) and 3 child in this lease, Lessee may not have any guest stay in the apartment 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 lease, 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, carpet, 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: None

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Lessee accepts the Apartment in its "as is" condition and agrees to keep it in good condition and return it to 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, to the apartment, plus one parking tag for one bedroom apartments and two parking tags for two bedroom apartments. Lessee will return all keys and parking tags provided to Lessee by Lessor.

**Assignment and Subletting.** Without the prior written 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.

**Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

**Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee'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 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 aforementioned.

**Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of 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,

**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 Lessor or his assigns.

Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

**Animals.** Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of 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 Lessee's Apartment at reasonable times upon providing Lessee at least twenty-four (24) hours notice for purposes of inspecting the Apartment, showing the Apartment 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 door. Lessee may not, without the prior written consent of Lessor, change locks or add locks or locking devices to the doors of the apartment. Lessee is required to deposit with Lessor a working duplicate of all keys which are necessary to enter into the apartment and to enter into each room of the apartment 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 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 extensions of such liens or encumbrances.

**Holdover by Lessee/Lease Renewal.** This agreement shall automatically renew itself for successive, similar terms, at a 2% 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 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, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition 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 or has taken action reasonably likely to effect such correction within a reasonable time.

**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 Lease shall be deemed to be abandoned by Lessee and that Lessor may discard such property without 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 for 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 had 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 property 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 agents, 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 also acknowledges that common areas in the building in which the apartment 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 a 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.

**Notice.** Any notice to Lessee addressed to the Apartment, and to 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: 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 of the various rights, remedies, elections and recourses of Lessor provided 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 provided 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 now or hereafter allowed or conferred by law or in equity.

**Entire Agreement.** This 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 Lease may be modified only in writing signed by the party against whom enforcement is sought.

**Other Terms:** No Subleasing. If payment is not received by the 3<sup>rd</sup> day of the month a twenty five dollar (\$25.00) late fee will be assessed to the rent. If payment is not received by the 6<sup>th</sup> day of the month a fifty dollar (\$50.00) late fee will be assessed to the rent. Normal maintenance of the apartment will be the responsibility of the Lessee. During the Last 30 days of lease, Lessor has permission to enter apartment and show it to prospective new tenants. Notice must be given before termination of lease, see paragraph "holder over by Lessee" for details. Lead based paint disclosure was given to Lessee

**Rules and Regulations:** Lessee agrees that Lessee, other authorized occupants, and Lessee's guests, will comply with the occupancy Rules and Regulations, a copy of which is furnished to Lessee, and which Lessor may from time to time hereafter reasonably make. Lessee agrees that any infraction of these rules will result in a one hundred (\$100) dollar fine due as additional rent the next month, and/or eviction.

**Termination by Lessor.** Lessee hereby acknowledges that Lessor reserves the right to terminate this Lease for any reason, with or without cause, upon ten (10) days written notice to Lessee. Said ten (10) days notice shall be given at least ten (10) days prior to the date of termination.

**Disclosure of Information on 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 HAAZARDS 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 reports 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".

Each parties 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.

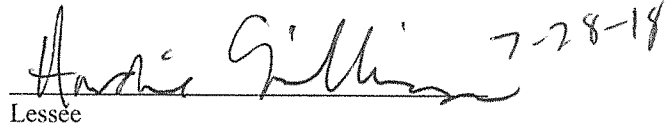
**Headings and Captions.** Lessee and Lessor acknowledge that the section headings herein contained are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any other way effect the terms and provisions within this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

IN WITNESS WHEREOF, the parties have executed this lease at July 28<sup>th</sup> 18, the day and year above written.

\_\_\_\_\_  
Lessor

  
\_\_\_\_\_

Lessee

  
\_\_\_\_\_

Lessee

mailing address:  
Avalon Escrow  
21380 Lorain Road, Suite 201  
Fairview Park, OH 44126  
Office: 440-201-9801  
( call or text)

**Make Checks payable to  
Avalon Escrow  
Please mail or bring in rent check  
to the office before the third (3<sup>rd</sup>) of  
the month**

**We can also do ACH debit from a  
checking or saving account.**

This Document Created by:  
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Russo & Associates, LLC

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Fairview Park, OH 44126

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RECEIPT

Name: Andrea Williams  
Makita Moore Date: 7-28-18  
RE: 13158 Forest Dale Gaitfield Heights OH

Reviewing documents and bankruptcy consultation fee, fully earned upon receipt.

Payment:  Cash \$ \_\_\_\_\_

Check # 9047816526 Amount 2300 Rent Aug 1  
sec. & 300 pet Fee

Money Order \_\_\_\_\_

Amount Paid: \$ 2300  
Non-Refundable

Received by: [Signature]

Client Signature: [Signature]  
Andrea Williams