

# Avalon Escrow



21380 Lorain Rd • Suite 201a • Fairview Park, OH 44126  
(440) 331-9600

## 1. Residency and Financials

### 1.1 PARTIES AND OCCUPANTS

BY THIS AGREEMENT made and entered into on 10/01/2021, between Avalon Bookkeeping, LLC, dba Avalon Escrow, property managers for Avalon Escrow herein referred to as Lessor, and James M. Boehm herein referred to as Lessee, Lessor leases to Lessee the Premises situated at  
21044 South Bend  
Rocky River, OH 44116

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Rocky River, OH 44116

here with all appurtenances, for use as a private residence only;

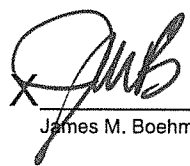
The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.


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. The Owner/Agent must approve unauthorized occupants living in the premises for longer than seven (7) consecutive days, or more than ten (10) days in a calendar month.

### 1.2 LEASE DURATION

The terms of this tenancy shall commence on 10/01/2021 and to end 09/30/2022 at 12 o'clock a.m. This is a term of 12 months, and thereafter, shall be a month-to-month on the same terms and conditions as stated herein but at a rental rate of one hundred fifty (150%) percent the current rate, save any changes made pursuant to law, until terminated or automatically renewed per paragraph below.

This agreement shall automatically renew itself for successive, similar terms, at a three (3%) percent 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.

  
James M. Boehm

X   
Ed Holland

### 1.3 RENTS AND CHARGES

Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$700.00 per month in advance on the 1st day of each calendar month. Made payable to Avalon Escrow, 21380 Lorain Road, Suite 201, Fairview Park, Ohio 44126.

The first month's rent shall be due prior to move-in.

A charge of thirty five (\$35) will apply for every returned check re-deposited, dishonored, or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

**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 (3rd) day of the month, a late charge of

twenty five (\$25) dollars will be charged and due as additional rent. After the sixth (6th) day of the month, a late charge of fifty (\$50) dollars will be charged and due as additional rent.

#### 1.4 SECURITY DEPOSIT

On execution of this lease, Lessee deposits \$700.00, 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.

Upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your, performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees

#### 1.5 UTILITIES

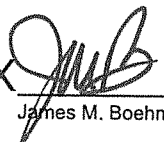
We'll pay for the following utilities: water/sewer/trash


You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

#### 1.6 INSURANCE

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, if any, in the building in which the 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 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.

Additionally, you are required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

X   
James M. Boehm

X   
Ed Holland

#### 1.7 KEYS AND LOCKS

You will be provided a key for each door of your unit, and any common area, if any.

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

#### 1.8 NUMBER OF OCCUPANTS

Lessee agrees that the demised premises shall be occupied by no more than \_\_\_\_\_ person(s), consisting of \_\_\_\_\_ adult(s) and \_\_\_\_\_ 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.

#### 1.9 ANIMALS

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

## 1.10 MAINTENANCE AND REPAIR

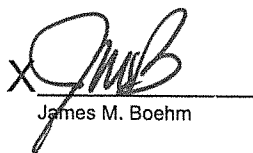
Lessee will at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the 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.

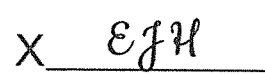
Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or Visitor, shall be the responsibility of Lessor or his assigns.

## 1.11 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 or change with twenty four (24) hour notice. 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 at the discretion of Lessor

By initialing below, you acknowledge and agree to the terms in Section 1.

X  \_\_\_\_\_  
James M. Boehm

X  \_\_\_\_\_  
Ed Holland

## 2. Conditions/Legal Items

### 2.1 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.

### 2.2 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.

### 2.3 RIGHT OF ENTRY

Lessor or its agent or agents shall have the right to enter Lessee's Premises at reasonable times upon providing Lessee at least twenty-four (24) hours notice for purposes of inspecting the Premises, showing the Premises 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, email, portal, or placed under or on the 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.

This does not limit Lessor's ability to enter the premises on an emergency without notice.

### 2.4 SUBORDINATION OF 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.

### 2.5 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.

## 2.6 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.

## 2.7 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.

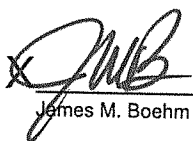
## 2.8 JOINT AND SEVERAL LIABILITY

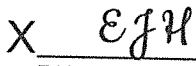
If more than one Lessee, including any co-signer, is executing this Lease agreement, then the obligations of each Lessee under this lease agreement shall be a joint and several obligation of each such Lessee.

## 2.9 NOTICE

Any notice to Lessee addressed to the premises, emailed to provided email address, posted on the door, hand delivered, or mailed shall be sufficient.

Any notice to Lessor must be hand delivered to an individual at the management office address at 21380 Lorain Rd, Suite 201, Fairview Park, OH 44126 or by certified mail.

X   
James M. Boehm

X   
Ed Holland

## 2.10 TIME IS OF THE ESSENCE

Time is of the essence in this Lease

## 2.11 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 premises: 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.

## 2.12 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.

## 2.13 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.

## 2.14 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.

## 2.15 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.

## 2.16 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 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.

## 2.17 SIGNS BY LESSEE

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


## 2.18 HEADINGS AND CAPTIONS

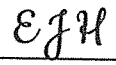
Lessee and Lessor acknowledge that the section headings herein contained are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any other way effect the terms and provisions within this Lease

## 2.19 AS IS CONDITION

Lessee accepts the premises in its "as is" condition except for any items specifically listed on the walk through addendum. If no walk through addendum is signed Lessee may provided to Lessor a written list of items within three (3) business days of signing lease and receiving keys.

By initialing below, you acknowledge and agree to the terms in Section 2.

X  \_\_\_\_\_  
James M. Boehm

X  \_\_\_\_\_  
Ed Holland

## 3. Lease Ending/Termination

### 3.1 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.

### 3.2 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.

### 3.3 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.

### 3.4 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.

By initialing below, you acknowledge and agree to the terms in Section 3.

X JMB  
James M. Boehm

X EJH  
Ed Holland

# Avalon Escrow

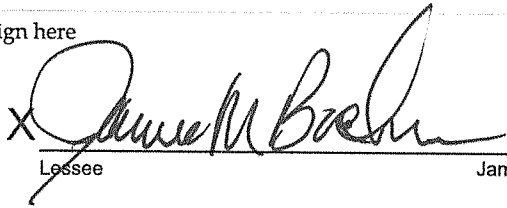
21380 Lorain Rd • Suite 201a • Fairview Park, OH 44126  
(440) 331-9600



## 4. Sign and Accept

### 4.1 SIGNATURE

Sign here

X   
\_\_\_\_\_  
Lessee James M. Boehm

X *Edward j Holland*  
\_\_\_\_\_  
Co-signer IP Address: 172.58.84.43  
10/01/2021 09:14am EDT

X \_\_\_\_\_  
Lessor