

MW Capital Holdings LLC

June 24, 2022

Dear Mr. Ronald Lubresky:

Welcome to 12810 Detroit Ave. Unit #19 Lakewood Ohio 44107. A few things that you will need to do before moving in. Contact the Illuminating Company to put electric service into your name. Customer service can be reached at 1-800-589-3101.

You will receive your unit #19 key, outside door key, plus mailbox key from Chris Kaylor when you pay your security deposit and first months rent. Remember to update your new address with your important personal contacts.

Heat, trash, hot water, water and sewer are included in your monthly rent. If you are interested in other services such as cable TV, internet, etc. you will need to contact providers and put service into your name.

July's rent should be made payable to MW Capital Holdings LLC. We encourage payment thru Zelle pay if your bank provides this service. You can also download this app to your phone. When paying through Zelle use phone number 330-466-2680 (Matthew Wade). Otherwise payment is mailed to MW Capital Holdings P.O. Box 407 Millersburg, Ohio 44654.

All maintenance requests should be texted to Chris @ 330-840-1073.

Again WELCOME.

Sincerely,

MW Capital Holdings LLC

RENTAL LEASE & AGREEMENT

Date: June 24, 2022

Lakewest Apartments: 12810 Detroit Ave, Lakewood, Ohio 44107 Unit 19

This lease is a legally enforceable contract. Please read it carefully before signing.

The following represents an agreement between MW Capital Holdings, LLC (hereafter designated LANDLORD OR LANDLORD'S DESIGNEE) and Ronald Lubresky (hereafter designated TENANT).

1. The Tenant agrees to rent the above suite at 12810 Detroit Road for a period of 12 months beginning July 1, 2022 the tenant agrees to pay the Landlord \$9,600.00 for the total lease contract, payable in 12 monthly payments of \$800. which are due in advance of the first day of each month. The Tenant will pay a \$25 penalty if the Landlord does not receive the full and entire rent by the 3rd day of each month (penalty will be enforced even if a partial payment is received). In addition, Tenant will be charged a \$50 Returned Check processing fee for any check returned by our bank due to Non-Sufficient Funds. THESE POLICIES WILL BE STRICTLY ENFORCED. If full rent and applicable late charge is not received by the 5th of any month, eviction actions will be initiated. All rental payments are to be made through Zelle.com by sending payments to mwcapitalholdings@gmail.com. Payments must be in landlord's receipt on or before the 3rd of each month. Mail delay is not a valid reason for late receipt of payments and will not prevent late fees from being enforced. If tenant is receiving a subsidy (Section 8 / Eden) at the time of occupancy, and that subsidy is lowered or terminated, TENANT IS RESPONSIBLE FOR FULL RENTAL AMOUNT.

ADDITIONAL LATE FEE of \$1.00 per day starting on the 6th day of the month and accumulating daily thereafter until all rent due and owing is current.

Security Deposit of: \$800.00

2. WRITTEN NOTICE OF INTENTION TO VACATE SUITE AFTER EXPIRATION OF LEASE TERM MUST BE RECEIVED PRIOR TO THE FIRST DAY OF THE MONTH PRECEDING THE INTENDED MOVE OUT DATE. FAILURE TO PROVIDE SUCH NOTICE WILL RESULT IN FORFEIT OF THE SECURITY DEPOSIT. TENANT IS RESPONSIBLE FOR ALL RENT PAYMENTS THROUGH EXPIRATION OF LEASE, OR UNTIL SUITE IS RE-RENTED. Tenant must provide a written forwarding address to Landlord prior to vacating the rental.
3. This lease will automatically renew itself (except as noted below) after the expiration of the initial period on a month-to-month basis. Should a new formal lease not be executed the automatic renewal period of this lease is one month. The Landlord has the right NOT to renew this lease after the expiration of the current period, provided

Landlord gives Tenant a 30 day written notice of intention not to renew lease, and request the Tenant to vacate the unit. Once a Tenant is on a month-to-month basis, the Landlord will give the Tenant a 30 day written notice of non-renewal of the month-to-month lease. The Landlord has the right to increase the monthly rent for each renewal period of this lease provided he gives the Tenant written notice of the increase at least 30 days prior to the expiration of the current period including those Tenants on a month-to-month basis.

4. The security deposit cannot be applied towards the monthly rent, nor towards the final month's rent.
5. Tenant(s) acknowledges receipt of both the Lead Based Paint Form and related EPA pamphlet.
6. It is understood that the Landlord will not be liable for any damage or injury caused by fire, water, steam, gas, snow, ice, frost or by the failure of the heating or electrical systems, or by the breaking, leaking or obstruction of pipe or of the roof. Also, the Landlord will not be liable for any damage or injury to the Tenant(s), their property or family or guests that is caused by the act or neglect of any other Tenant or occupant of the building. The landlord is not liable for any damage, loss or theft of any of the Tenant's personal property. The landlord is not responsible for any costs associated with a move to another unit or location due to damages to the tenants unit. The Tenant will obtain rental insurance and insure his personal property at own expense.
7. Landlord's insurance does NOT cover a Tenant(s) personal loss. Accordingly, Tenant(s) shall secure and maintain during the term hereof comprehensive general liability insurance in the amount of at least \$300,000 for bodily injury liability and \$100,000 for property damage and fire legal liability insurance in the amount of \$100,000 in insurance companies qualified to do business in Ohio, the policies to bear proper consents or riders showing the interest of each party in said premises; and, from time to time, on request, the Tenant shall exhibit said policies and receipts for premiums to the Landlord.
8. Parking will be first come first serve in the rear lot. However, only 1 tenant vehicle shall be parked in the rear lot. Additional off street, reserved parking is available for \$ 0.00 per month.
9. The Tenant will not create any noise or play any loud music, radio, stereo or TV such that it disturbs any other Tenant. Violations should be reported directly to Lakewood City Police, not to Landlord.
10. No pets will be brought into the building or kept in the building.
11. No motorcycles or bicycles will be brought into the building or stored in the building by any Tenant or Tenant's guests.
12. The Landlord and the Tenant agree that the smoke detector alarm(s) in the Tenant's

- suite is in working condition. The tenant agrees to keep the smoke detector clean and to replace battery when necessary. The Tenant will not remove the smoke detector(s) from the suite. The Tenant will not remove or damage any lighting or plumbing fixtures from in the suite, including ceiling fans.
13. Tenant will not wash or repair vehicles on the premises. No vehicles in inoperable condition shall be stored on premises.
 14. The Tenant will keep the interior of the suite and the appliances in clean, sightly and healthful condition. No personal items - bikes, shores, plants, etc., are to be stored in the common areas (hallways, laundry area, storage room outside of individual storage locker) at any time. Any items left in common areas may/will be removed and discarded by Landlord without prior notice.
 15. The Tenant will make all necessary repairs to the walls, callings, floor, paint, woodwork whenever damage to same is caused by Tenant or their guests. The Tenant will repair the damage caused by using materials of the same color, size and quality as the original. Tenant will be charged all associated costs for materials and labor for any repairs not made by Tenant. Damage to plumbing, pipes, or fixtures is to be reported immediately to the Landlord. Landlord will make repair and Tenant will be charged all associated costs for parts and labor.
 16. Landlord or Landlord's designee has the right to enter the apartment at any time for emergencies of any kind and to make all repairs. For non-emergency and non-repair/extermination related issues, Landlord or Landlord's designee will give Tenant 24-hour notice (either written or verbal) of entrance prior to entering suite. During the last 30 days of the rental period, the Landlord or Landlord's designee may show the apartment to perspective Tenants with 24-hour (written or verbal) notice. Landlord or Landlord's designee has the right to make spot inspections with 24-hour (written or verbal) notice. Landlord or Landlord's designee has the right to treat each unit as needed for pests/insects. Landlord or Landlord's designee reserves the right to enter each unit without 24-hour prior notice for the purpose of pest/insect extermination treatments. Landlord or Landlord's designee will leave notice of treatment on door of unit after completion of pest treatment.
 17. The Tenant will be given keys to the suite, the building entrance, and their mailbox. These keys will be returned to the Landlord when the Tenant vacates the suite. If the Tenant does not return all keys, the Landlord or Landlord's designee has the right to change all locks and deduct from the Tenant's security deposit all costs for materials and labor necessary to change all locks.
 18. Tenant is liable for all costs of material and labor required to clean his suite and appliances if left unclean upon vacating of the suite. The Tenant is also liable for the cost of labor and materials needed to make repairs or replacement to items defined in Items 9, 11 and 12 above.

31. All debris, rubbish, garbage and discards must be placed in the trash container. Tenant will make own arrangements for disposal of couches, bedding and other large items at Tenant's expense.
32. Tenant to provide Landlord with updated contact information (phone, cell phone, work phone number, emergency contact numbers) as changes occur.
33. There are to be no food waste, coffee grounds, grease, etc., put down the kitchen or bathroom drains. Tenant will be responsible for costs incurred to unclog drains should the cause be food waste down the drain.
34. Tenant must change own fuses prior to calling Landlord to report an electrical problem. A blown fuse is not an electrical problem; it is the tenant's responsibility to change.
35. There is NO SMOKING permitted in the tenant's unit or inside the common areas of the building (hallways, laundry room, storage lockers, etc.). Smoking is permitted outside the building.
36. Landlord contracts for snow plowing of parking lot within 48 hours of a snow accumulation of 2+ inches. Landlord is not responsible for clearing snow from around vehicles parked in the parking lot.
37. If the tenant locks themselves out of their apartment and requires the Landlord to provide unlock services, a \$25.00 service fee will be assessed. This fee must be paid at the time the Landlord or their appointee arrives at the building to provide the unlock service. The tenant may hire a locksmith to provide same service if they so choose.
38. All tenants should be respectful of other tenants; harassment, bullying and intimidation will not be tolerated by management.
39. Landlord reserves the right to inspect any furniture brought into the building for bed bugs. Furniture with evidence of bed bugs will not be allowed in the building.
40. Tenant is responsible, at tenant's sole and full expense for all pest control and extermination by a professional exterminator, including bed bugs

Tenant has read this lease and understands all contents. All terms and conditions of this lease are legally binding on the Landlord, Tenant, and their successors and assigns.

Tenant: Ronald Lubresky

Date: _____

Tenant: *Ronald Lubresky*

Date: 6/24/2022

Owner: *Richard L Wade*

Date: 6/27/2022

REAL ESTATE TAX PARCEL NUMBER 312-32-002