



# Lease Checklist

The following items must be completed before handing over keys to the property. Who ever administers lease signing should initial each checklist spot as they verify each item:

1) All signers have watched the leasing video and understand the contract <http://rtsl.us/leasing-video>

2) The following documents must be filled in and initialed in the required spots:

- Consumer guide to agency relationships - Signed and dated by all tenants
- Disclosure of Information on Lead-Based Paint - Signed and dated by all tenants
- Certificate Of Identification - Renter ID must be verified and signed off of by RTS (unless e-signing)
- Rental agreement - Last page signed by ALL signers and co-signers
  - Every page initialed by ALL signers and co-signers
  - All six spots to initial under the "Tenants Initials" section must be initialed by all tenants
- Tenant Rights And Obligations - brochure recieved
- Protect your family from lead in your home - brochure recieved
- Agency disclosure form - Signed and dated by all tenants

3) The following items must be verified to be in the possession of the Realty Trust Services:

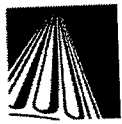
- Certified funds totalling 437.50 in the possession of Realty Trust Services
- Utility transfer confirmation numbers for (write them on the lines below or include Premises hold fee

check list)

- Water \_\_\_\_\_
- Sewer \_\_\_\_\_
- Trash \_\_\_\_\_
- Gas 1180015 99499
- Electric \_\_\_\_\_
- Vet papers for all pets: 1) Verifying breed, 2) Verifying shots
- Verification of income for all signers
- Copy of current State ID

### General knowledge:

All inquiries should be made to landlord contact information listed on the lease. Any outside real estate agents representing tenants that want to be paid need to fill out commission letter: <http://propertymanagementoh.com/commission/>



# Consumer Guide to Agency Relationships

We are pleased you have selected **Realty Trust Services** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Realty Trust Services** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

## Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

## Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. When they do so, they sign an agency agreement that authorizes the brokerage and the buyer's agent to represent their interests. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

## Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

## Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at [www.com.ohio.gov/real](http://www.com.ohio.gov/real).

## Tenants and Landlords

When handling the leasing of a property **Realty Trust Services**, will only represent a Landlord or a Tenant. Not both at the same time. Tenants will be unrepresented if **Realty Trust Services** represents the Landlord and there is no other brokerage involved.

## Working With Realty Trust Services- Our Policy On Agency

**Realty Trust Services** does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but **Realty Trust Services** and its managers will act as a dual agent. 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. **Realty Trust Services** 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 **Realty Trust Services** 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, you can seek representation from another brokerage or you choose to be unrepresented by an agent.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** 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**

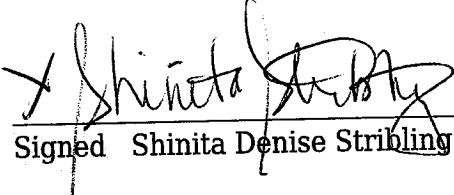
When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Realty Trust Services** 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 **Realty Trust Services** will be representing your interests. When acting as a buyer's agent, **Realty Trust Services** 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.

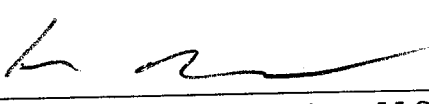
**Fair Housing Statement**

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. If you want to see the **Realty Trust Services** complete Agency Policy or have further questions feel free to call our broker Andrew W Morris at 440-427-0123.

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.

X   
Signed Shinita Denise Stribling  
8/31/16  
Date

  
Signed Realty Trust Services, LLC as agent for owner PENSICO TRUST CO  
9/6/16  
Date

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

**Lead Warning Statement**

Every lessee 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 lessor of any interest in residential real property is required to provide the lessee with any information on lead-based paint hazards from risk assessments or inspections in the lessor's possession and notify the lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to lease signing.

**Property** 4104 Woburn Avenue Up Cleveland, OH 44109

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

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

**Lessee's Acknowledgment (initial)**

(c) SS/ Lessee has received copies of all information listed above.

(d) SS/ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

(e) SS/ Lessee has received copies of all information listed above.

**Agent's Acknowledgment (initial)**

(d) L Agent has informed the lessor of the lessor'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.

Shinita Denise Stribling  
Signed Shinita Denise Stribling

8/31/16  
Date

[Signature] (As Agent) 9/6/16

Signed Realty Trust Services, LLC as agent for owner PENSICO TRUST CO

Date

[Signature] (As Agent) 9/6/16

Agent signature

Date

# Certificate Of Identification

Realty Trust Services must have in their possession copies of state IDs for all signers before access is granted to property. One of the following is required to verify identity of the signers: **1)** Signing is done in RTS office and signers are verified in person and signed off on by RTS staff below **2)** If all signers have unique and separate email addresses signers may opt to sign lease via e-signature. Signers still must individually provide copies of their drivers license and atleast one of the signers must have met an RTS employee or licensed agent that can verify identity at some point. **3)** Signers may opt to sign the rental agreement in front of a notary and notarize the agreement as a way to verify identity. Signers must all individually provide copies of their IDs to RTS office **4)** If tenant is represented by licensed agent, that agent under risk of losing license may verify identity of signers sign below as well as deliver copies of the listed IDs to RTS.

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I hereby certify that I have examined the identifying document captioned below which was presented to me by **Shinita Denise Stribling** (Applicant). Said document appears to be genuine and the photograph on the document appears to be of the individual named who also has signed the rental agreement in my presence.

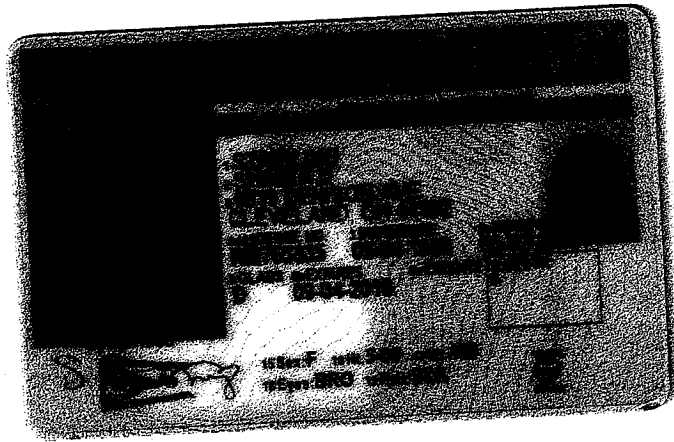
Identifying Document: OH PL Document Number: RM 763335

Date of Issue: 6/2/16 Date of Expiration: 9/4/18



Signature of Certifier

Date 8/31/16





**Realty Trust Services**  
Sales, Leasing & Management

Cutting edge, comprehensive and conscientious real estate solutions™

## Real Estate Lease Agreement

This agreement made on the date of the last signature, by and between **Realty Trust Services, LLC as agent for owner PENSICO TRUST CO**, herein called Landlord, and **Shinita Denise Stribling** herein called Tenant or Resident. Landlord hereby agrees to rent to the tenant the real property located at the following mailing address: **4104 Woburn Avenue Up Cleveland, OH 44109**.

Landlord rents the demised premises to Tenant on the following terms and conditions:

**AMOUNT-** Tenant agrees to pay the Landlord as a total rent in the sum of \$ **495** (Base rent of \$ **495** + Pet fees of \$ + Other monthly fees ( \$ **Not applicable**) of \$ **0** ) month due and payable monthly on the first day of the month during the term of this agreement. Total rental deposit to be collected is \$ **495** (Security deposit of \$ **495** + Other required deposits for **Not applicable \$ 0** ). It is agreed that \$ **0.00** will be paid after occupancy as follows: **Not applicable**. All deposits will be held by **Realty Trust Services**. Total one time fees of \$ **0** include the following: RTS tenant default insurance of \$ , other non refundable fees (**Not applicable**) of \$ **0** and non refundable pet fees of \$ **0**. A premises hold fee of \$ **742.50** has been collected which will be applied towards total amount due before move in as long as tenant does move in. Total due before tenant occupancy is \$ **247.5** (Total monthly payment + Total deposits - Premises hold fee - Deposits to be paid over time).

**MOVE IN DATE AND PRORATION-** Tenant will be given keys and will occupy the property on **2016-09-01**. If the move in date is not the first of the month, tenant will still pay a full months rent upon move in, however on the upcoming first of the month only the previous months prorated amount will be due. Daily proration amount will be based on a 30 day month (Actual proration amount = Total monthly payment / 30 X (Days in month - Day of move in + 1)).

**LEASE TERM-** The original lease term terminates after 11:59PM on **2017-08-31**. After the original lease term is fulfilled, it will auto renew for a one year term. Tenant or Landlord may provide a SIXTY DAY notice, in writing (preferably email), prior to lease renewal if either party does not want this to renew. If Tenant opts for month to month tenancy or additional one lease term expires and this becomes month to month tenancy, rent will increase by 10% at the time of transition however all other conditions of the lease will remain the same. Landlord at Landlord's option may offer an opportunity to sign a new lease and avoid the rent increase. If damages, unpaid rent, court costs, etc. exceed the security deposit amount the tenant will have thirty days to pay the balance. At which time if the balance is not paid in full or no payment plan has been established Tenant may be placed for collections. All parties agree that termination of this contract without prior notice will constitute a breach of tenancy, and all security deposits shall be forfeited in the favor of the owner and additional fees may be applied following termination without notice or termination of the lease within the contractual period. After Landlord or Tenant gives SIXTY DAY notice not to renew lease or to other wise move out, tenant will allow 3 pre-agreed , 1 hour showing times (2 of them between 4pm and 8pm Monday through Friday and 1 on Saturday between 10am and 5pm) per week until tenant vacates or new tenant makes a deposit. These mutually agreed times will be deemed to meet the requirements of a 24 hour notice. Tenant will keep property clutter free and presentable for showings. Tenant will be liable for landlords loss of rent due to tenants unwillingness to cooperate on showings. Tenant may choose to be present or not for showings. If house is not kept clean and orderly for these times Landlord will send a house keeper to clean up before showings and bill tenant for cost.



**OBLIGATION TO PAY-** Tenant hereby agrees that they have a legal obligation to pay their rent on time each and every month regardless of any back rent owed. They also acknowledge that defaulting on this rental agreement could result in a judgment being against them and a lien being filed against their current and future assets and/or earnings. If the rent has not been paid by 9:00am on the second day of the month, then a three-day notice can be posted, as required by law.

**PAYMENT METHODS-** Monthly rent payments must be made by bank check, money order, personal check or online bank draft. NO CASH. If a personal check or bank draft is returned unpaid then Landlord will only accept certified bank checks and money orders. Time is of the essence and NO excuses will be accepted. Any rent lost in the mail will be treated as unpaid until received by the Landlord. Rent shall be made payable to:

**Realty Trust Services**  
**29550 Detroit Road Suite 300**  
**Westlake, OH 44145**  
**Office phone 440-427-0123 Office fax 866-632-9006 Office email support@OhioRental.info**

**RETURNED FUNDS-** In the event the Tenant's check or electronic payment is dishonored and returned unpaid for any reason to the Landlord, Tenant hereby agrees to pay an additional sum of thirty dollars (\$30.00), for bank fees charged to the Landlord. If for any reason a check is returned dishonored, all future payments will be made by money order or certified funds only.

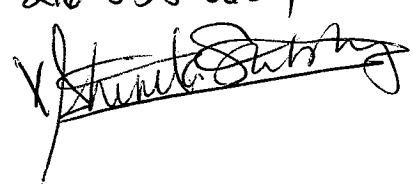
**LATE PAYMENTS-** In the event the rent is not received prior to the 5th of the month, regardless of the cause, including dishonored checks, Tenant further agrees to pay an collection charge to the Landlord of twenty five dollars (\$25.00). NO excuses accepted. An additional \$25 3 day notice service fee will be charged if 3 day is delivered to door.

**APPLIANCES-** The unit is rented the following appliances: **Range, Refrigerator** Tenant will be charged for a new appliance if any are missing at the end of the tenancy unless authorized by a written statement from the Landlord. Please note that if appliances are provided, Landlord is NOT responsible for their repair/replacement or their contents. If appliance breaks tenant must either repair appliance or store it and purchase their own. Landlord will not be responsible for damage to personal belongings or lost food items because of malfunctioning appliances or lost power.

**OCCUPANTS-** The tenant hereby agrees to use the premises only as residence for themselves and their child/children or additional minors who are are in guardianship of tenant. The names of these residents not on the lease are: **2 kids**. Resident agrees to pay one hundred dollars (\$100.00) each month for each additional unregistered person who shall occupy the residence in any capacity. If Tenant fails to inform the Landlord of additional people occupying the property, the \$100.00 per person, per month fee will be assessed retroactive to the date commencing this rental agreement.

**CONTACT INFORMATION-** The Tenant hereby agrees to provide a working telephone number to the Landlord at all times. Tenant also agrees to provide any changes in phone numbers to the Landlord within two (2) business days. A phone number must be provided whether it is at the Tenants residence or not. Landlord must be able to get in contact with Tenant in case of an emergency.

Tenant 1: **Shinita Denise Stribling** Cell Phone: ~~(216) 644-6340~~ Email: **shinitastribling@yahoo.com**  
Tenant 2: Cell Phone: Email: 216-858-0624  
Tenant 3: Cell Phone: Email:  
Tenant 4: Cell Phone: Email:  
Cosigner 1: Cell Phone: Email:  
Cosigner 2: Cell Phone: Email:



Emergency contact: Cell Phone: Email:

**PETS-** There shall be NO pets allowed on the premises except as granted by the Landlord. Tenant hereby agrees that if found in violation, there will be a rent increase effective immediately retroactive to the beginning of the lease of \$100 per animal. If the Landlord chooses to allow pets there will be a **0** one time pet fee. There is a \$ **35.00** charge per animal per month charge which is considered to be part of the rent and due with Tenant's rent. Please note the following breeds are not permitted at any time - Pit Bulls (or any combination thereof), Rottweilers, Doberman Pinschers, Akitas, German Shepherds and Chows. If they are found to be on the premises at anytime Tenant will be asked to remove the dog immediately. If the dog is not removed Landlord will contact the dog warden to have the animal removed from property and may initiate eviction. If veterinarian documentation of both breed and proof of shots is not provided, tenants may not not have access to property until it is on file with Landlord.

Number of pets: **0.00** S.S.  
Pet fee total:

The following are the breeds of the animals tenants landlord is permitting at property:  
The following are the names of Tenant's pets in the same order:  
Shots up to date?: **NA**  
Documentation provided?: **NA**

**UTILITIES-** Tenant is responsible for the following utilities: **Water, Water bill split proportionately to number of tenants in each each unit, Sewer, Trash, Electric, Gas, Telephone, Cable.** It is the Tenants sole responsibility to have the utilities turned on in their name unless otherwise agreed to in writing by landlord. **TENANT MUST FURNISH PROOF OF AGREED UTILITIES HAVING BEEN TRANSFERRED TO TENANTS NAME BEFORE ACCESS TO THE PROPERTY WILL BE GRANTED.** Under NO circumstances will the Landlord pay or be responsible for said utilities. Utilities to be paid by tenant will be considered additional rent. Unpaid utilities may be subject to collection by Landlord and if necessary Landlord may evict for non payment of utilities. If you miss a utility bill it is still your responsibility to pay this bill and make necessary inquiry to acquire this bill and pay it. If tenant causes a utility to be shut off any time during the period of the lease landlord may choose to evict tenant(s). Landlord is authorized to call utility providers directly and put any utilities tenant has agreed to pay into tenants name.

**ILLEGAL OR DISRUPTIVE ACTIVITY-** It is to be clear that NO illegal or disrupting behavior will be tolerated in any capacity. If Landlord receives complaints about Tenant, Tenant's children, Tenant's guests, or any other reason that may arise Landlord will contact Tenant immediately by phone, if possible. Landlord will also follow up with written correspondence. Landlord will contact Tenant twice about rectifying the situation and if the problem is not corrected to Landlord's satisfaction then after the 3rd attempt at contacting Tenant, still having the issue unresolved, at Landlord's option, Landlord may cancel the lease and give Tenant notice to leave. For illegal activity there is a zero tolerance policy and Landlord may at Landlord's option evict immediately if Landlord find evidence of illegal activity.

**MOVE OUT-** Once one or more of the individuals on the lease have moved out, this property cannot be rented to another party without expressed written consent from the Landlord. Also, the security deposit received stays with the unit until all parties have moved out and an inspection has been done. At that time any deposit remaining will be returned to the tenant who last had possession of the unit or if both parties move at the same time a forwarding address is required for both parties. **NO EXCEPTIONS!!!** Landlord has 30 days to return security deposit. There will a fee of \$125 for 2 business day turn around on security deposit return.

**SUBLEASING AND ASSIGNING-** This contract is not assignable and there is no subleasing. However if Tenant

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finds an applicant to take over Tenant's lease, and Landlord approves new applicant, then new applicant may sign a new lease that is at least the length of the current tenants leasing period (1 year minimum) thereby, releasing current tenant from having to continue making their payments. Current tenant or new tenant must pay for a \$249 lease signing fee at lease signing, the cost of returning property to market condition for new tenant (if applicable) and any other costs that would be incurred by Landlord because of tenants early move out.

**LANDLORD'S PROPERTY-** If anyone removes any property belonging to the Landlord without expressed written consent of the Landlord, this will constitute abandonment and surrender of the premises by the Tenant and termination by them of this rental agreement. Landlord retains the right to take further action if necessary.

**TENANTS PROPERTY-** No rights of storage are given by this agreement. Landlord will not be liable for ANY loss of Tenants property. Tenant hereby acknowledges this and agrees to make no such claim against the Landlord, his agents, or employees. The property is insured by Landlord's insurance policy. The tenants and their personal property are not insured. Tenant agrees to pay insurance at their own expense, sufficient to protect themselves and their property from water damage, fire, burglary, breakage, electrical connections, weather related losses or loss related to defects in the home. They acknowledge that if they fail to purchase such insurance it is their responsibility and they shall alone bear the consequences. Again tenant's personal belongings inside the home are not insured. It is strongly recommend that Tenant purchase renters insurance.

**ABANDONMENT-** If the Tenant leaves the premises unoccupied for fifteen days (15) without paying rent in advance for that month, or while owing any back rent from previous months which has remained unpaid, then the Landlord or his representatives have the right to take immediate possession of the property and to bar the Tenant from returning. Landlord will also have the right to remove any property that the Tenant has left behind with no obligation to store Tenants belongings. Once the Landlord and Tenant have agreed to a vacate date, whether by agreement or court order, the Tenant agrees to have removed all of their belongings from the property. Any property that is left in the unit, storage unit, garage, or any other place on the property will be disposed of accordingly, and no action may be taken against the Landlord, his employees or agents.

**LOCKS-** Under NO circumstances will the Tenant be allowed to change any locks, deadbolts, etc. Nor will any additional locks be installed on any door. A fee of \$75.00 will be charged to the Tenant if any locks are found to be changed or missing. If locks need to be changed for any reason please contact the office and another set will be installed for Tenant. The first lock change will not incur a charge but any additional requests will incur a service charge of \$40.00.

**PROPERTY CONDITION-** Tenant hereby acknowledges that said property is in good condition with the exception of the following:

Landlord will take care of the following issues by :

The following items will not be repaired or taken care of the Landlord:

Tenant agrees to report anything about the property to the Landlord within three (3) days of taking possession of the property. Tenant agrees that failure to file any written notice to the defects of the property will be legally binding proof that the property is in good condition at the time of occupancy. It is preferred that these defects be documented via an email describing the issues along with digital pictures.

**CLEAN AT MOVE OUT-** Tenant hereby agrees to accept the property in its current state of cleanliness. Tenant agrees to return the property in the same condition or pay a \$25.00 an hour cleaning fee.

**TENANT RESPONSIBILITY TO MAINTAIN PROPERTY-** Good housekeeping is expected of everyone. Tenant agrees to keep the property clean and in a sanitary condition. The Tenants agrees not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floor

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coverings (i.e. carpeting, hardwoods, vinyl, etc.), fixtures, appliances, windows, screens, doors and the interior/exterior appearance of the property. If pictures/decorations are hung then an appropriate sized nail is to be used. Tenant agrees to change smoke detectors or their batteries as well as carbon monoxide detectors every 6 months. Tenant agrees to change furnace filters every 30 days. Tenant will be responsible for the cost of maintaining and changing light bulbs. Tenants are responsible for providing and running a dehumidifier if there is any dampness in the basement.

If your house is equipped with a dehumidifier, it was installed to reduce any moisture in the basement. It is the Tenant's responsibility to ensure that the Dehumidifier is running at all times. Any problems with the unit should be reported to Landlord immediately. **Should there be any moisture damage in the home, due to the fact that the dehumidifier has not been running as required, tenant will be held responsible for the costs to repair all such damage.**

**PESTS-** A pest infestation is defined as following: "To inhabit or overrun in numbers or quantities large enough to be harmful or threatening." Landlord encourages Tenants to buy mouse traps, over the counter sprays, bug bombs and other remedies that can be inexpensively purchased at a local store. Professional exterminators can be very expensive and often use toxic chemicals to exterminate. It is better for everyone if this step can be avoided. Also if Landlord's professional clearly determines that the infestation is caused by the tenants, then Tenants will be billed for the extermination. Landlord will NOT exterminate for non infestations.

**LANDSCAPING AND SNOW REMOVAL-** Lawn care and snow removal shall be maintained in the following manner: In a single family home the Tenant is responsible. In a duplex or triplex, the first floor Tenant (or the tenant with the lowest unit number if more there are multiple first floor units) is responsible for landscaping and snow removal will be shared as mutually agreed or done by any tenant that has a need for it. In a unit of four or more the Landlord will provide lawn care/snow removal.

**MAINTENANCE CALLS-** The Tenant hereby acknowledges that they have been informed that the Landlord and/or his agents are not always available to provide support services to Tenants immediately. If any repairs need to be made, the Tenant is required to call the Landlord to have such repairs made. There is an answering service that will answer your call and relay the necessary information. Please allow at least 24 hours for a phone call to be returned. If it is an emergency (i.e. fire, flood, etc.) the answering service will call us directly. It is the responsibility of the Landlord to maintain the property. If the Tenant calls a repairman for repairs, it will be the Tenants sole liability to pay for labor and material for said job. Under NO circumstances will the Landlord be held liable to Tenant or Contractor for unpaid bills. All non-emergency calls received after business hours will be returned the next business day. The landlord will deem what repairs are necessary.

**TENANT REPAIRS-** Tenant hereby states that any work that needs to be done will be completed by the Landlord or employees/agents. Tenant further states that they will be legally responsible for any mishap, either to themselves or others they have hired. Tenant family and friends are also excluded to do repairs, even if they have certification. Tenant hereby agrees that no legal action may be brought against the Landlord, agents or employees in the event that injury/death may occur.

**DAMAGE TO PROPERTY-** Tenants agree to be jointly and separably liable for damage caused by each other. Tenants agree to supervise any visitors whether relatives or friends, whether minors or adults and accept full liability for damage caused to property or injuries at the property due to negligence by guests.

**PARKING-** Tenant agrees never to park/store a motor home, camper, trailer or any form of recreational vehicles on the premises and to park only 2 vehicles in the driveway, street or parking lot. Junk cars, cars on blocks, non-running vehicles, or unlicensed automobiles are strictly prohibited. Removal will be at the Tenants expense.

**ADDITIONAL AGREEMENTS- None**

**LEGALITY-** Any provisions set forth in this rental agreement, which is contrary to the Ohio Landlord and Tenant Act, and / or any other applicable law, shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provisions of the rental agreement shall remain intact.

**NOTICE TO ENTER-** The owner reserves the right to enter the residence at a reasonable time to make inspections, make necessary repairs, for the purpose of selling it and for the purposes of obtaining a mortgage. A twenty-four (24) hour notice of the owner's intent to enter shall be given to the Tenant. Tenant may allow at tenants option, less notice. If Tenant schedules with Landlord to open the property up and the tenant is not there at that time, the Landlord may enter the unit. Please note that if Landlord or worker comes to the property at the agreed upon time and is not able to enter by fault of the tenant, then tenant will be assessed a \$40 service call. The owner may also display for rent and for sale signs on the building in which the Tenant resides.

**LANDLORD RIGHTS-** All rights given to the Landlord by this agreement shall be cumulative in addition to any laws, which exist or may come into being. Any exercise of rights by the Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by the Landlord, agents or employees, as to Tenancy repairs, amount of rent to be paid or other terms and conditions shall be binding unless it is put in writing, signed and made a specific part of this agreement.

**TENANT RIGHTS-** Tenant hereby states that they have the legal right to sign for any and all other residents to commit them to abide by this contract.

**PRONOUNNS-** In this agreement the singular number where used include the plural, the masculine gender, the feminine gender, the terms Owner and We will include Landlord/Lessor, and the terms You and Buyer will include Tenant/Lessee.

**REPRESENTATION-** The owners may be represented at various times by their employees/agents.

**LEGAL AGREEMENT-** The Tenant signing this rental agreement contract hereby states that all their questions about this rental agreement have been answered, all the provisions of this agreement and the obligations and responsibilities of each party, as spelled out herein. Tenant agrees that Tenant has had an opportunity to review this Rental Agreement and accompanying paperwork with legal counsel. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. In the event of eviction or other legal dispute, the tenants waive their right to a jury trial. Signature by the Tenant in this rental agreement is acknowledgment that he/she has received a signed copy of the rental agreement. It is agreed that this contract represents the entire agreement between Landlord and Tenant. If there are any additional agreements not already stated in this contract please include them here on this agreement.

---

**OWNER AGENT-** It is understood that the owner **is not** a licensed real estate agent.

**TENANT'S INITIALS:**

*SD* Have listened through Realty Trust Services Tenant lease signing presentation (video or live) (<http://rtsl.us/leasing-video> ).

*S.S.*

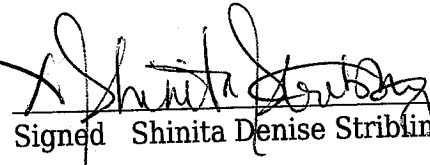
~~SS/~~ Tenant acknowledges having received Tenant / Landlord Rights and Obligations brochure written by the Ohio State Bar Association.

~~SS/~~ Have received the Lead Based Paint Disclosure.

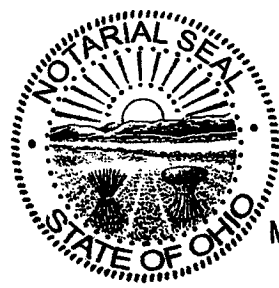
~~SS/~~ Have read through lease and understand it.

~~SS/~~ Tenant understands tenant's personal property is not insured. It is recommended tenant get renter's insurance policy.

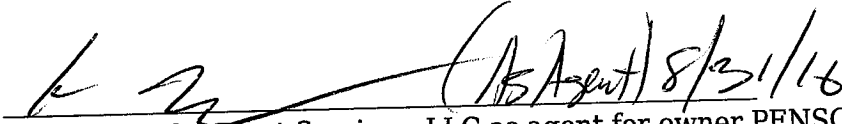
~~SS/~~ By the following initials I understand what is expected of me as the animal's owner and agree to the terms and conditions as mentioned in this lease.

  
Signed Shinita Denise Stribling

8/31/16  
Date



ELLIOTT TAYLOR  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Lorain County  
My Comm. Exp. 1/10/2021

  
Signed Realty Trust Services, LLC as agent for owner PENSICO TRUST CO

Date

## Tenant/Landlord Rights and Obligations

The following information applies to most tenants who pay rent for a place to live, although there are exceptions (including, for example, those who pay rent to live in nursing homes, hotels and motels, and university-owned student rentals). Also, there is a different landlord-tenant law that applies to those who live in a manufactured or mobile home park.

### What are my rights as a tenant?

A tenant is any person who occupies or possesses the residential property of another under a rental agreement.

As long as you, the tenant, do what the rental agreement and/or the law requires you to do, you have the right of exclusive possession of the property until the lease expires.

- You have the right to complain to a government agency about your landlord's violation of housing laws or regulations that affect health and safety.
- You have the right to complain to your landlord if he or she fails to perform any legal duties. If you complain and the landlord retaliates against you by increasing rent, decreasing services or seeking to evict you for taking such action, the landlord has violated the law. There are legal remedies to stop or punish retaliation.
- You have the right to join with other tenants to bargain with your landlord about the terms of the rental agreement.
- You have the right to know the name and address of the owner of your residential premises and that of the owner's agent, if there is one. This information must appear either in your written lease or be given to you in writing at the beginning of your tenancy if the rental agreement is oral. If your landlord fails to provide this information, you do not have to provide a notice to your landlord before you escrow your rent with the court.
- You have a right of privacy, which the landlord must respect. The landlord may enter your apartment after reasonable notice (at least 24 hours) for certain legitimate reasons and without notice in certain emergency situations.
- If the landlord has received a written complaint from you about the premises, you have the right to have repairs made within 30 days or less (depending on the severity of the housing conditions) for conditions that significantly affect health and safety. In the case of actual emergency, your repairs can be required to be made immediately. If the landlord fails to make repairs within a reasonable time (not more than 30 days), you, as a tenant, may have a right to escrow your rent, get a court order for repairs to be made, and/or ask the court to reduce your rent. You also may terminate the rental agreement and move out.

Escrowing your rent means taking your next monthly rental payment and, instead of paying your landlord, depositing it with the clerk of the municipal or county court in the county where you reside. However, if your rent is due on the first of the month and you give your landlord the written notice of your complaint on the 15th of the month, you still will have to pay rent to the landlord on the first of the following month. You can escrow your rent only after having waited the full 30 days (unless there is an emergency such as lack of heat in the winter or lack of water). You must deposit your rent into escrow at the same time you would normally pay your rent to your landlord.

**Warning: If you do not follow the proper escrow procedure, you can be evicted.**

- You may not use the remedy of escrowing rent if:
  - you are not current in your rental payments (escrowing your rent when you are not current could result in being evicted and losing the money in escrow to your landlord); or
  - you receive written notice when you move in that the landlord owns three or fewer dwelling units.
- Your furnishings or possessions may not be seized by the landlord for the purpose of recovering rent payments.

### What are my obligations as a tenant?

As a tenant, you must meet the following obligations:

- Comply with the standards imposed by all state and local housing, health and safety codes.
- Refrain from and prevent family, friends or guests from damaging the rental premises.
- Keep the premises safe and sanitary.
- Keep plumbing fixtures in the dwelling unit as clean as their condition permits.
- Dispose of all garbage in a safe and sanitary manner.
- Operate all electrical and plumbing fixtures properly.
- When the rental agreement requires the landlord to supply appliances, you, the tenant, must keep such appliances in good working order by using them appropriately, keeping them clean and reporting malfunctions for repair.
- Cause no disturbance and forbid family, friends and guests to disturb your neighbors.
- Allow your landlord reasonable access (upon 24 hours' notice) to the premises to inspect, make repairs, or show the property to prospective buyers or renters. In cases in which you agree, in emergencies, or if the landlord needs to deliver large parcels, 24 hours' notice is not required.
- Do not allow controlled substances (such as drugs) to be present on the property.
- Do not allow sexual predators to occupy the unit if the unit is located within 1,000 feet of a school, preschool or child daycare center.

The tenant cannot change any of these legal duties. However, the landlord may agree to assume responsibility for fulfilling any of these tenant duties.

### **What are my rights as a landlord?**

If you own rental property and permit another to use, occupy or possess your residential premises for a period in return for money or something of value, you are a landlord.

- You, as a landlord, can rent your property for any amount you desire. Unless you have a lease (written or oral) that provides for a fixed rent for the term of the lease, you can increase rents in any amount, upon giving adequate notice (usually 30 days).
- Subject to the provisions of both U.S. and Ohio anti-discrimination statutes, you may rent to anyone you wish and establish any conditions and terms in a rental contract that do not conflict with federal or state law. You may, in fact, refuse to rent to anyone, provided you do not discriminate against a tenant because of the tenant's race, color, religion, sex, military status, disability or family status, ancestry, or national origin.
- You may evict the tenant for nonpayment of rent, or for breaking any significant term of the agreement. Written notice of the intent to file an eviction action must be given to the tenant before you file such an action in court. For nonpayment and some other reasons, the notice must be given at least three days before the eviction is filed or the court will dismiss the case. In other cases, you must give the tenant 30 days to correct the violation before you can begin an eviction action. Don't count the day the notice is given, and/or weekends and holidays, and wait until after the third day.
- If a tenant violates his or her duties under the law in a way that materially affects health and safety, you must notify the tenant in writing and give him/her 30 days to try to solve the problem before you file an eviction.
- After reasonable notice to the tenant, you have the right to enter the dwelling unit to inspect, repair, make improvement or supply services, or show new tenants the property.
- You have the right to have your property returned to you in as good a condition as it was when the tenant took possession, except for ordinary wear and tear.

### **What are my obligations as a landlord?**

The landlord has certain obligations under Ohio law whether or not they are written into a rental agreement. You, as landlord, cannot change them or require the tenant to assume them, and the tenant cannot agree to excuse or waive your performance of these obligations under any circumstances. For example, you cannot require a tenant to assume responsibility to make all repairs. Such a provision would be unenforceable.



As a landlord, you must do the following:

- Comply with all the standards of housing and health codes that significantly affect health and safety.
- Make all repairs and keep the rental premises in a livable condition.
- Keep all common areas of the premises in a safe and sanitary condition.
- Maintain in good working condition all electrical, plumbing, heating and air conditioning systems and fixtures and/or appliances that you have supplied or are required to supply.
- When you own four or more units in the same building, provide and maintain trash receptacles and remove all trash.
- Supply running water, reasonable amounts of hot water and reasonable heat at all times. The tenant may be required to pay any or all utility bills for his or her unit (apartment or house).
- Terminate the lease of a tenant illegally using or permitting the use of controlled substances on the property.
- Not abuse your right to enter the property for legitimate reasons; if this right is abused, you have invaded the tenant's privacy.
- Not attempt to evict a tenant without a court order by changing the locks, terminating utility service or removing the tenant's belongings.

Register with the auditor of the county in which the property is situated, providing your name, address, and telephone number. (If you are an owner who does not reside in Ohio, or if you own the property in the name of an entity that is not registered with the Ohio Secretary of State, you must name an Ohio resident as agent for service of process).

A landlord may be liable to a person who is injured in an area the landlord controls or as a result of failure to maintain and repair certain basic items as required by law or the lease. If there is a written rental agreement, you, as a landlord, are required to give the tenant your name and address and the name and address of your agent, if any. If there is an oral rental agreement, you are required to furnish the same information in writing to the tenant when the tenant moves in. If you fail to provide this information, you waive the right to receive a notice of the conditions before the tenant escrows the rent.

### **What is a rental agreement?**

A rental agreement or lease is a written or an oral contract between persons. A properly written agreement will eliminate most of the misunderstandings and problems that commonly arise between a landlord and a tenant. A written rental agreement benefits and protects both parties, and is a good way to do business. Your written agreement may create a tenancy from week to week, month to month or year to year. For your protection, either as a landlord or as a tenant, it is usually wise to specify the exact manner in which the rental agreement may be terminated. If there is no written lease, the landlord or the tenant may end a week-to-week tenancy by giving the other party at least seven days' notice before the day of termination. Both parties may end a month-to-month tenancy by giving the other party at least one month's notice before the end of the current monthly term.

A landlord may not limit or escape responsibility or liability by using contract clauses in a rental agreement signed by the tenant if state law prohibits the shifting of a particular responsibility or liability. If such a clause appears in any rental agreement, it cannot be enforced against the tenant. Similarly, a landlord may not enforce any agreement that makes the tenant responsible for paying attorney fees, unless the landlord-tenant law specifically allows for such collection in a particular situation.

Ordinarily, a rental agreement is prepared by the landlord. For this reason, any doubtful, confusing, or unclear terms are decided against the landlord and in favor of the tenant.

Under Ohio law, both tenants and landlords may recover damages and, in a few situations, reasonable attorneys' fees, for the unlawful act of the other party.

## **How do I get back my security deposit?**

When a tenant moves out at the end of a rental agreement, there are certain rules for both the tenant and the landlord to follow.

The tenant should return to the landlord the key and leave the premises in as good a condition as they were when the tenant moved in. This requires the tenant to leave the premises as he or she found them, and make any repairs needed to restore the premises to that condition. The tenant is not responsible for ordinary wear and tear on the premises.

After the tenant moves out, any of the tenant's money that the landlord holds as a security deposit can be applied to unpaid rent, utilities, late fees or to damages the landlord has suffered as a result of the tenant's actions. The landlord must return the balance to the tenant.

Assuming the tenant gives the landlord a new or forwarding address within 30 days after leaving, the landlord must return to the tenant within 30 days all money remaining after lawful deductions. If the landlord does not return the money owed by that time, a tenant can file a claim with the court. The court can then order the landlord to pay the tenant twice the money owed plus attorney fees.

## **Who owns what?**

In general, unless otherwise agreed, "fixtures" belong to the landlord. Fixtures include parts of the building such as sinks, furnaces, water heaters and other equipment that is either built-in or fastened to the property. Obviously, anything a tenant brings onto the premises that does not become a fixture belongs to the tenant and may be removed by the tenant at the termination of the lease.

## **Do I need an attorney?**

This information is based on Ohio law and is issued to inform you, not to advise you about your particular case. As a landlord or tenant, you should not try to apply or interpret the law without the help of an attorney who knows the facts, because the facts may change the application of the law. Low-income tenants may qualify for free legal services from legal aid programs, which are available in all Ohio counties. To get in touch with a legal aid provider near you, call 1-866-LAW-OHIO.

The information contained in this pamphlet is general and should not be applied to specific legal problems without first consulting an attorney.

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LawFacts Pamphlet Series

Ohio State Bar Association  
PO Box 16562  
Columbus, OH 43216-6562  
(800) 282-6556 or (614) 487-2050

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

Funding from the Ohio State Bar Foundation

This is one of a series of LawFacts public information pamphlets. Others may be obtained through your attorney's office, by writing the Ohio State Bar Association or through [www.ohiobar.org](http://www.ohiobar.org).

*The information contained in this pamphlet is general and should not be applied to specific legal problems without first consulting an attorney.*



# 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: 4104 Woburn Avenue Up Cleveland, OH 44109

Buyer(s): Shinita Denise Stribling

Seller(s): Realty Trust Services, LLC as agent for owner PENSICO TF

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

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by Andrew Morris, and Realty Trust Services  
AGENT(S) 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) Andrew Morris and real estate brokerage Realty Trust Services 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.

[Signature] 8/31/16  
BUYER/TENANT DATE

[Signature] 8/31/16  
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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100

