



Real Estate Cleveland LLC

**Lease Agreement**

This lease agreement ("Lease") is made effective this 27<sup>th</sup> day of November 2019, by and between,

Me Real Estate Cleveland ("Landlord") and:

Jennifer Sanchez

(Individually and collectively, "Tenant"). The covenants and conditions stated in the Lease shall bind Tenant jointly and severally. Tenant acknowledges that Landlord is an agent for the Owner of the Premises (defined below).

**I. PREMISES LEASED.** Landlord, in consideration of the rent to be paid, and covenants and agreements to be performed by Tenant does hereby lease the following described premises located at:

**1321/3 W 93<sup>rd</sup> Street Cleveland OH 44102 Down**

(the "Premises").

Tenant agrees that Landlord makes no guarantees as to the availability of parking near the Premises. Parking areas (if any) made available to Tenant are provided by Landlord solely as a convenience to Tenant. Any window air conditioners, televisions, and microwaves provided in the Premises are provided AS-IS and Landlord shall have no obligation to repair or replace them. To the extent permitted by law, Landlord may discontinue for any reason any facilities, amenities, gratuitous or such services rendered by Landlord on a common basis or otherwise, not expressly covenanted for herein, it being understood that the same are provided at Landlord's sole discretion and constitute no part of the consideration for the Lease.

**II. LEASE TERM.** Tenant agrees to occupy the Premises for an original term commencing on December 1<sup>st</sup> 2019, and ending on November 30<sup>th</sup> 2020 (the "term").

**III. LEASE RENEWAL.** Tenant agrees to pay a one-time, nonrefundable, lease renewal fee of \$150 if tenant decides to renew lease for an extra year.

**III. RENT.** Tenant agrees to pay as rent for the Premises the total sum of \$ 7800 payable in monthly installments of \$ 650 to be paid in advance of the first day of each month during the Term without demand or setoff. All payments of Rent shall be made payable to: Me Real Estate Cleveland **at PO BOX 18526 Cleveland, OH 44118**, or at such other address as the Landlord may from time to time designate in writing. In the event that Tenant shall occupy said Premises prior to the beginning of a full month, a pro-rated amount of \$0 covering the period of November 27 2019 to November 30 2019, shall be payable in advance, plus:

A one-time NON-REFUNDABLE deposit of: \$0.00 for pets.

NO PETS ARE ALLOWED

Tenant signature: Jennifer Sanchez

Date: 11-27-19

Tenant signature: \_\_\_\_\_

Date: \_\_\_\_\_



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**RENT UNPAID IN FULL FIVE (5) DAYS AFTER THE DUE DATE IS DELINQUENT AND WILL AUTHORIZE ALL REMEDIES IN THE LEASE.** Partial payments may be accepted or refused by Landlord, at Landlord's sole discretion. All funds received by Landlord shall be applied, at Landlord's sole discretion to: dishonored check charges; late charges; damage charges; utility charges; delinquent rent; current rent.

If payment is made by check that is returned, Tenant agrees to pay a \$35.00 charge in addition to the initial late charge, if applicable.

**If all Rent is not received on or before the 5<sup>th</sup> day of the month, Tenant agrees to pay a late charge of \$25.00 Rent must be received by Landlord on or before the 5<sup>th</sup> day of the month. Tenant is responsible for any delays in the delivery of Rent whether caused by the United States Postal Service or otherwise. Tenant shall label all Rent cashier's checks or money orders with Tenant's name and the Premises address. Resident is hereby notified that a negative credit report affecting the Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of the lease agreement.**

Rent and other sums to be paid shall be made in one (1) Cashier's Check rather than multiple checks. Multiple money orders, if labeled with Tenant's name and address, are acceptable. The Landlord may, at any time, require that all Rent and other sums be paid in either certified or cashier's check or money order. Cash shall not be accepted, unless agreed to in advance by Landlord. Tenant may be able to pay by electronic transfer if agreed to in advance by Landlord. All costs associated with electronic transfers are the responsibility of Tenant.

Tenant agrees that acceptance and/or refusal by Landlord of any Rent after the due date shall in no manner constitute a waiver of Landlord's rights in the event of Tenant's failure to make rental payments as set forth herein, nor shall it be considered as a change in the date upon which Tenant is to pay Rent. Failure to demand Rent when due shall not constitute a waiver by Landlord. Tenant by signing this Lease, knowingly and voluntarily waives any right to later assert waiver as affirmative defense in any subsequent forcible entry and detainer action. Landlord reserves the exclusive right to refuse any and all late payments.

Resident agrees to pay a onetime non-refundable lease administration fee of \$ 0 .

Resident Initials JP Resident Initials \_\_\_\_\_ Resident Initials \_\_\_\_\_ Resident Initials \_\_\_\_\_ Date 11-27-19 Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

**IV. OCCUPANCY.** Tenant agrees that only those persons listed below shall occupy the Premises:

Name Wendy Matlack Name \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_

Date of Birth 10-30-86 Date of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_

No person shall be released from this Lease without first obtaining the written agreement of the other tenants and/or cosigners set forth herein **and** Landlord's written approval, which approval shall be at Landlord's sole discretion. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid. Further, Tenant shall pay to Landlord a lease alteration fee in the amount of \$300.00, to reimburse Landlord for the costs associated with the same.



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Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used by Tenant for any unlawful purpose, or for any purpose deemed hazardous by Landlord because of fire or any other risk or in any other manner, which would disturb the peaceful, quiet enjoyment of any other occupant of the community of which, the Premises are a part. Landlord reserves the right of eviction for any criminal or illegal activity and/or the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before the Landlord can institute such an eviction action.

Tenant acknowledges that Landlord is a Legal Entity and must be represented by an attorney in eviction procedures. Equity situations will not be considered unless Tenant reimburses Landlord for all rent, late fees, charges, fees, costs and expenses and attorney fees, incurred by Landlord as a result of Tenant's breach. Landlord delivery of 3 Day Notice is subject to a fee equal to **\$25.00**. Eviction settlement fee is **\$350.00**. Landlord reserves the exclusive right to refuse any and all late payments.

**V. SECURITY DEPOSIT.** Tenant agrees to deposit with Landlord the sum of \$ 650.00 as security for Tenant's faithful performance under the Lease and by law. Tenant agrees the Deposit is not an advance payment of Rent and does not relieve the obligation to pay Rent including rent for the last month of occupancy. Landlord, at the expiration of the Lease or hold- over tenancy, may apply the Deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by Tenant, its guests, family or invitees. Also, abandonment or vacating of the Premises by Tenant before the end of the term shall result in Landlord deducting damages incurred from the Deposit.

Tenant shall be jointly and severally responsible for all losses and costs incurred by the Landlord occasioned by the tenancy, including negligence. Further, abnormal circumstances of damage may result in charges higher than those estimated herein, for the items below, as well as for other items not listed (the following are provided for illustrative purposes, actual charges may be higher or lower and shall be determined on a case by case basis):

- a. Lost key or broken door/lock - \$50.00
- b. Damaged entry door - \$450.00
- c. Damaged interior door - \$250.00
- d. Soiled carpet - \$50.00 per room
- e. Damaged carpet: cigarette burns - \$125.00 each, stains or permanent damage - \$22.00 per square yard
- f. Unclean bathroom - \$135.00
- g. Unclean kitchen - \$175.00
- h. Damaged Formica counter top - \$335.00
- i. Extermination due to unclean conditions - \$150.00 per treatment
- j. Repainting due to unnatural wear and tear or to cover painting done by Tenant - \$100.00 per room



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k. Plumbing Maintenance Call - \$50.00 plus cost of repairs

l. Broken Window - \$50.00 plus cost of repairs

m. Rodent/Pest Removal due to Tenant's actions - \$100.00

n. Window blinds - \$15.00

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Resident Initials \_\_\_\_\_ Date \_\_\_\_\_

Tenant agrees to provide Landlord, in writing, a forwarding address immediately upon vacating the Premises. So long as Landlord receives such address, Landlord agrees to return to the Tenant the Deposit, or whatever part has not been applied in payment of any Tenant obligations under the Lease, within thirty (30) days after the expiration or any renewal of the Lease and delivery of possession of the Premises to the Landlord, whichever is last to occur. Landlord shall provide one check for the return of the Deposit made payable to one Tenant deemed as the primary contact by the Landlord. Any deductions from the security deposit shall be itemized and identified in writing by Landlord during this same time period. This provision does not waive rights of Landlord to seek damages in excess of the Deposit. Tenant agrees to reimburse Landlord for any Rent, fees, utilities due and/or damages exceeding the Deposit. Tenant agrees that Landlord may deduct from the Deposit any utilities not timely paid by Tenant.

**VI. KEYS.** Tenant will be provided 2 Premises key(s). Tenants should arrange to obtain mail box keys directly from their local post office. These keys may not be duplicated. There will be a \$ 75.00 re-keying charge for any of these keys not being returned upon vacating. There will be a \$ 75.00 charge per lock for any locks changed by Tenant. There is a \$75.00 charge per occurrence if resident is locked out of their apartment.

**VII. MOVE OUT NOTICE AND RENEWAL.** Unless another Lease is signed by the parties hereto, Tenant's right to occupy the Premises pursuant to this Lease shall extend month to month unless the Tenant notifies the Landlord in writing sixty (60) days prior to the expiration of the lease. Resident understands that failure to give the forgoing notice may result in additional damages to Landlord because of the Landlord's inability to properly market the premises to a new resident. Resident's failure to provide the required notice shall result in the Resident being assessed an insufficient notice fee to cover the notice period. In the event Tenant does not timely vacate the Premises at the expiration of the Term, the Tenant shall pay holdover rent equal to 125% of the Rent previously due or market rent at the Landlord's discretion on a month to month basis.

At the termination of Lease, Tenant shall surrender immediate possession to Landlord, and deliver all keys to Landlord or Landlord's agent. If Resident fails to vacate the premises upon termination, Residents shall pay a sum equal to \$ 150.00 per day past the end of the Lease term. Tenant shall also compensate Landlord for any and all damages incurred by Landlord by virtue of Tenant's failure to vacate said Premises in accordance with the terms of this Lease. The payment or acceptance of rent after expiration of the Lease shall not extend the Lease.



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**VIII. ABANDONMENT OF PROPERTY.** Landlord or law officers may remove all property remaining in the Premises or in common areas (including any vehicles Tenant or any occupant or guest owns or uses) if Tenant is judicially evicted or if Tenant abandons the Premises during the Term.

Tenant has abandoned the Premises when, in Landlord's reasonable discretion: (1) move-out date has passed and no one is occupying the Premises; (2) Tenant has turned in keys and/or pass cards or provided Landlord with a written forwarding address; or (3) Tenant appears to have moved out; (4) clothes, furniture, and/or personal belongings have been substantially removed; (5) Water, gas, or electric service for the Premises is not connected or has been terminated by Tenant; or (6) Tenant has not responded for two (2) days to notice left on the door of the Premises, stating that Landlord considers the Premises abandoned.

**IX. UTILITIES.** Tenant shall immediately place all required utilities in Tenant's name with the appropriate utility company. Tenant shall be responsible for payment of all of the following utilities unless the space adjacent to the specific utility is checked evidencing the Landlord's agreement to pay for the same: water  sewer  electric  gas . Tenant shall not allow utilities, other than cable TV, to be disconnected by any means (including non-payment of bill) until the end of the Term. Tenant agrees to reimburse Landlord for any utility bills paid by Landlord during Tenant's responsibility under the Lease. Utilities shall be used only for normal household purposes and not wasted. Failure to pay utilities or properly place utilities into Tenant's name, or disconnection of the electric or gas service due to non-payment by Tenant for more than five (5) days shall be considered material non-compliance under this Lease. Tenant acknowledges and agrees that final water/sewer charges shall be deducted from the Deposit, if not paid prior to move out by Tenant.

Tenant is responsible for Rent for the full period of time that Tenant is living in, occupying, or responsible for payment of Rent or utility charges hereunder during the Term, whichever period is longer. If Tenant breaches the Lease, Tenant will be responsible for utility charges for the time period Tenant is obligated to pay the charges under the Lease. In the event Tenant fails to timely establish utility services, Landlord may charge Tenant for any utility service billed to Landlord for the Premises, including an administration fee for billing the utility service in the amount of \$50.00, which amount Tenant agrees is reasonable.

Tenant forever releases and holds Landlord harmless, and waives any claims for offset or Rent reduction, resulting from or related in any way to any losses and damages Tenant incurs as a result of outages, interruptions, or fluctuations in utility services provided to the Premises unless such loss or damage is the direct result of negligence by Landlord or Landlord's employees.

Tenant agrees not to tamper with, adjust, or disconnect any sub-metering system or devise. Violation of this provision is a material breach of the Lease and may subject Tenant to eviction or other remedies available to Landlord under the Lease.

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Tenant shall place all applicable utilities in Tenant's name prior to move in. Further, as a condition to Landlord's obligation to deliver keys to the Premises.

**X. PETS.** Please be advised that not all of our properties allow dogs or pets. No pets may be brought onto any part of the



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Premises at any time (including visiting pets) except at the expressed written consent of Landlord as contained in the Pet Addendum, attached hereto, if any. The applicable fees for pets are set forth in the Pet Addendum, if any. This policy is at the sole discretion of Landlord. In the event that any unauthorized pets are found in or on the Premises, an immediate eviction notice may be served at which time Tenant will have three (3) days to permanently remove the animal or an eviction action may be initiated against Tenant. If a pet has been in the Premises at any time during the Tenant's term of occupancy (without Landlord's consent), all pet fees will be retroactive to the date of this Lease and Tenant may be charged for defleaing, deodorizing, and/or shampooing, and/or other damages occasioned by the pet. Rottweilers, Pit Bulls, Chows and Doberman breeds of dogs are prohibited. This applies to pure bred and mixed breed dogs that have similar physical and behavioral characteristics or lineage. Tenant acknowledges and consents that any pet privilege fee that may be assessed by Landlord is for the privilege of having a pet and is not in any way additional deposit pursuant to Ohio Revised Code § 5321.16.

**XI. INSURANCE.** Tenant is required to maintain a policy of personal liability insurance, which provides limits of liability to third parties in an amount not less than \$100,000 per occurrence and to list Me Real Estate Cleveland as additional insured. Landlord requires that Tenant secure and maintain, at Tenant's sole expense, during the Term of the Lease and any subsequent renewal such insurance issued by a licensed insurance company of the Tenant's selection, and provide proof of such insurance coverage to Landlord, or, if failing to do so, pay for Landlord's cost of maintaining insurance coverage for Tenants' protection. If Tenant fails to obtain and maintain such insurance or pay Landlord's cost, then Tenant shall be in default under this Lease. Tenant hereby forever releases and holds harmless Landlord from all such damage to Tenant's personal property.

**XII. USE AND ASSIGNMENT/SUBLETTING.** Tenant agrees that the Premises shall be used only as a residential dwelling unit and for no other purpose; nor shall Premises or any part thereof be sublet or assigned, nor shall the number or name of occupants be increased or changed, without written consent of Landlord, which consent shall be at Landlord's sole discretion.

**XIII. TENANT'S DUTIES:** Tenant shall:

- A. Keep the Premises that he/she occupies and uses safe and sanitary;
- B. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by Landlord. Landlord may engage laborers to restore clean and livable environment which shall be charged back to Tenant;
- C. Keep all plumbing fixtures in the premises or used by Tenant as clean as their condition permits. Any repairs for drainage clogs to include the toilet, shower/bathtub drain, kitchen sink, bathroom sink and/or main line related to Tenant use shall be charged back to the Tenant;
- D. Use and operate all electrical and plumbing fixtures properly.
- E. Comply with the requirements on tenants by all applicable state and local housing, health and safety codes;
- F. Personally refrain, and forbid any other person who is on the Premises with Tenant's permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or, other part of the Premises;
- G. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances (as applicable) supplied by Landlord;



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- H. Promptly notify Landlord of the need for repairs; any request made for repairs whether it be verbal or written, shall be considered permission for the Landlord or its contractors to enter the Premises;
- I. Conduct him/herself and require other persons on Premises with his consent to conduct themselves in a manner that will not disturb his neighbors "peaceful enjoyment" of the Premises. Use good judgment and thoughtfulness for others in use of the Premises and not to commit or allow any nuisance;
- J. Not unreasonably withhold consent for Landlord or its agents to enter the Premises;
- K. Conduct him/herself, and require persons in and around the Premises with his consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in Chapters 2925 and 3719 of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances;

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Resident Initials \_\_\_\_\_ Date \_\_\_\_\_

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**L. Tenant shall regularly test all smoke detectors, and notify Landlord in writing of any mechanical failure, need for repair or replacement.**

M. *Ohio Fire Code prohibits residents from operating a charcoal, gas grill, or any other open flame device within 10 feet of any combustible building, overhang, patio fence, railings, or the deck above the Premises. Do not store any propane fuel devices inside a dwelling. Violation of this section may cause the Fire Department to fine a resident up to \$1,000 per day until the violation is corrected. Landlord may also declare such violation a breach of lease and pursue all remedies, including eviction.*

N. *Tenant expressly agrees and understands that it shall be a material violation of this Lease if Tenant or anyone living at the Premises is a registered sex offender at any time during Tenant's tenancy. In the event that Tenant or anyone living at the premises becomes a registered sex offender, Tenant and all other occupants will be required to vacate the premises immediately or be subject to eviction.*

**O. In the event that the Premises has its own thermostat (as opposed to apartment buildings where the temperature is controlled by Landlord), at all times maintain the Premises temperature to at least 62 degrees Fahrenheit. Tenant shall be responsible for all costs, damages and repairs associated with Tenant's failure to maintain such temperature, including all such costs, damages and repairs related in any way to frozen pipes.**

P. Not use space heaters, burn candles or use any type of temporary heating source without Landlord's written consent, and Tenant shall be responsible for all costs, damages and repairs associated with Tenant's breach of this provision.



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Q. Not smoke inside of the Premises. In the event Tenant does smoke inside the Premises, Tenant shall be responsible for all of Landlord's cleaning costs including re-painting, re-carpeting and deodorizing.

R. It is our goal to maintain the highest quality of living environment for our residents. Landlord has inspected the unit prior to occupancy and knows of no pest infestation. Resident agrees to promptly report any problems, specifically any signs of pests; and any related maintenance needs. Resident acknowledges that failure to timely report pest problems can substantially increase the kinds, number and costs of treatments. Extermination control treatments related to issues arising after the Tenant has begun occupying the property will be billed to the Tenant;

S. Tenant shall be responsible for any damage caused to windows, window frames, window hardware, doors, door frames and/or door hardware unless a police report is furnished to the Landlord;

T. Tenant shall have the right to park in designated parking spaces on the Premises. Landlord shall not be responsible for damage or loss of possessions left in Tenant's car. Landlord shall not be responsible for damage to Tenant's vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area. Tenant shall be towed, at Tenant's expense, for parking in areas not designated as parking areas on or near Premises to include grass on Premises, fire lanes and reserved parking spaces.

**XIV. LANDLORD'S DUTIES:** Landlord shall:

A. Comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety;

B. Make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and habitable condition;

C. Keep all common areas of the Premises in a safe and sanitary condition;

D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning fixtures and appliances, supplied, or required to be supplied by Landlord;

E. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at all times, except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that the heat or the hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;

G. Except in the case of emergency, or if it is impractical to do so, give Tenant at least twenty-four (24) hours' notice of his intent to enter and enter only at reasonable times;

H. Not abuse the right of access as described in this Lease;

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Resident Initials \_\_\_\_\_ Date \_\_\_\_\_





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I. Furnish and repair smoke detectors as required by law. (See Rules & Regulations)

**XV. CONDITIONS OF PREMISES and ALTERATIONS.** Tenant accepts the Premises **AS-IS WHERE IS**, except for conditions materially affecting health or safety of ordinary persons, and except as otherwise indicated herein. Landlord makes no implied warranties. Within 48 hours after move-in, the Tenant shall note all defects or damages **EXISTING PRIOR TO TENANT'S MOVE IN** on the inventory and condition form attached hereto. In the event that the form is not returned to Landlord within 48 hours of move in, to *PO Box 18526 Cleveland, OH 44118* in care of the Premises and common areas. Whenever damage is caused by Tenant, Tenant's guests, or occupants due to carelessness, misuse, neglect, or failure to notify Landlord of any need for repairs, Tenant agrees to pay the cost of all repairs and do so by the next periodic monthly rental payment after receipt of Landlord's demand for the repair charges; and Tenant remains obliged to pay rent for the period the unit is damaged whether or not the unit is habitable. Tenant may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Premises except as authorized by Landlord in writing. No holes or stickers are allowed inside or outside the Premises; however, a reasonable number of small nail holes for picture hanging are permitted. No water furniture, kegs, antennas, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or re-keying shall be permitted except by Landlord's prior written consent. Tenant shall not disable, disconnect, alter or remove Landlord's property, including security devices, alarm systems, smoke detectors, appliances, furniture, and screens. When Tenant moves in, Landlord shall furnish light bulbs for fixtures furnished by Landlord; thereafter, light bulbs of the same wattage shall be replaced at Tenant's expense. When moving out, Tenant shall surrender the Premises in the same condition as when received, reasonable wear and tear accepted. Tenant must immediately notify landlord in writing of any needed maintenance or repair. Landlord is not required to rebuild or restore the Premises if said Premises became uninhabitable by reason of fire or other casualty.

**LEAD BASED PAINT WARNING: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Tenant acknowledges that they have received the federally approved pamphlet on lead poisoning prevention and have been given the opportunity to read it prior to executing this Lease.**

**XVI. WHEN LANDLORD MAY ENTER.** Landlord and Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below. If no one is in the Premises, and request has been made for repair and/or entry by Tenant, Landlord, or Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. If Landlord requests entry, a written notice shall be given to Tenant twenty-four (24) hours prior to entry, except in the case of an emergency. Landlord reserves the right to enter the Premises without notice in case of emergency. Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease.

Such entry may be for: repairs, estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke detectors; retrieving unreturned tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, security devices or alarm systems; removing or re-keying unauthorized security devices or unauthorized alarm systems; removing health or safety hazards (including hazardous materials); inspections when imminent danger to person or property is reasonably suspected; entry by a law enforcement officer with search warrant or arrest warrant; showing the Premises to prospective tenants or purchasers; or insurance agents; or lenders; or appraisers; or other business purposes.

Unless Landlord has provided advance notice to Tenant that a representative of Landlord will be entering the Premises for the purposes stated herein, Tenant (for Tenant's safety) is advised not to let any other third parties in to the Premises. Instead, Tenant shall notify Landlord of such requests to enter the Premises such that Landlord can



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have a representative on site to accompany such third party.

**XVII. NON-LIABILITY.** Tenant acknowledges that any security measures provided by the Landlord shall not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. Landlord shall not be liable to Tenant, Tenant's guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord shall not be liable to Tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities unless caused by Landlord's negligence. Landlord has no duty to remove ice, sleet, or snow; but Landlord may do so in whole or in part, with or without notice, as a convenience to Tenant. If Landlord's employees are requested to render services not contemplated in the Lease, Tenant shall hold Landlord harmless from all liability for same.

**XVIII. LEASE COMPLIANCE.** Landlord at all times has the right to require compliance with all covenants, terms and conditions of the Lease, notwithstanding any conduct or custom on Landlord's or Tenant's part in refraining from so doing at any time. Waiver at any time of any breach or condition of the Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the Lease. The Rules and Regulations are an attachment to the Lease and become a part of the Lease. The Rules were designed with all Tenant's safety and comfort in mind. Rules and Regulations may be modified at any time by Landlord. Please read the Rules and Regulations. Violation of these Rules is a breach of this Lease.

Resident Initials JP Date 11-27-19

Resident Initials \_\_\_\_\_ Date \_\_\_\_\_

Resident Initials \_\_\_\_\_ Date \_\_\_\_\_

Resident Initials \_\_\_\_\_ Date \_\_\_\_\_

**XIX. DEFAULT BY THE TENANT.** In the event Tenant is in default of any of the terms or obligations of the Lease, violates and/ or fails to comply with any of the covenants, terms, or conditions of the Lease, or any community policies/ Rules and Regulations herein or hereafter adopted by Landlord, said default shall constitute grounds for termination of the tenancy and/or eviction by Landlord. It is expressly understood and agreed that Tenant shall be and remain liable for any deficiency in rent until the Lease expires or until such time as in the interim, the Premises are reoccupied by another acceptable tenant, whichever period is longer. Tenant shall also be and remain liable for any expense incidental to re-letting, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which Landlord has sustained by virtue of Tenant's use and occupancy of the Premises or default under the Lease. Providing any false information on the rental application shall also constitute default under the terms of this Lease and, in such event, Landlord by terminate the tenancy and evict Tenant at Landlord's sole and absolute discretion.

**XX. PROHIBITED CONDUCT.** Tenant and Tenant's occupants or guests may not engage in the following activities; unlawful activity, behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Premises; disrupting our business operation; manufacturing, delivering, possessing any illegal drug or narcotic, or drug paraphernalia as defined by law. Tenant may not possess a weapon prohibited by state law; discharge a firearm in or near the Premises; display or possess a gun, knife, or other weapon in the common areas in any way that may alarm others; store any hazardous materials in or on the property; tamper with utilities or telecommunications; or injure Landlord's reputation by making bad faith allegations against Landlord to others.

**XXI. ENTIRE AGREEMENT.** The Lease and attached Addenda listed in Paragraph XXIII are the entire agreement



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between Landlord and Tenant. No representations oral or written, not contained herein or attached hereto, shall bind Landlord. Landlord's agents (including management personnel and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have the authority to make promises, representations or agreements which impose duties or obligation on the Landlord unless done in writing and signed by Landlord. Time is of the essence with respect to all obligations of Tenant hereunder.

**XXII. SEVERABILITY.** If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of the Lease shall not be affected.

Landlord hereby reserves the right to sever the lease agreement, with or without cause, with the presentation of a 60-day notice to vacate property.

Resident Initials: JP \_\_\_\_\_

**XXIII ADDENDA.** The following addenda and other provisions attached are a part of the Lease. (As initialed below by Tenant and Landlord). Such Addenda shall be considered incorporated as a part of the Lease.

Inventory and Condition Form & Move out Procedure

Pet Addendum, Guaranty of Lease, Lead Paint Brochure, Utility Confirmation, Renters Insurance

**XXIV ADDITIONAL PROVISIONS.**

Tenant  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*I acknowledge that this agreement could be terminate by the landlord for any reason within 30 days with written notice.

Resident Initials JP Date 11-27-19

Resident Initials \_\_\_\_\_ Date \_\_\_\_\_

Resident Initials \_\_\_\_\_ Date \_\_\_\_\_

Resident Initials \_\_\_\_\_ Date \_\_\_\_\_

Heidi Ponder 11/27/19  
Landlord/Agent (Sign / Date) Landlord/Agent (Print)

Name and Address of Landlord/Agent: Me Real Estate Cleveland

**Tenant agrees to provide a phone number to landlord at time of move in/move out form is returned to landlord**

Tenant's Signature Jennifer Sanchez

Tenant's Signature \_\_\_\_\_

S.S.N. 156 710 3039

S.S.N. \_\_\_\_\_



Real Estate Cleveland LLC

D.O.B. 5-8-83

D.O.B. \_\_\_\_\_

Phone # 216 288 2591

Phone # \_\_\_\_\_

Email Address sanchez-jennipher@yahoo

Email address \_\_\_\_\_

Date 11-27-19

Date \_\_\_\_\_

Tenant's Signature \_\_\_\_\_

S.S.N. \_\_\_\_\_

D.O.B. \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_

Resident Initials \_\_\_\_ Date \_\_\_\_\_

Resident Initials \_\_\_\_ Date \_\_\_\_\_

Resident Initials \_\_\_\_ Date \_\_\_\_\_

Resident Initials \_\_\_\_ Date \_\_\_\_\_



Real Estate Cleveland LLC

# LEASE ADDENDUM

Jennipher Sanchez

1321 W 93<sup>rd</sup> Street # Down

Cleveland OH 44102

## Article I: Usage of storage room in basement:

Tenant is welcome to use the basement to store belongings in an organized manner leaving clear pathway to walk about. However, tenant understands that Me Real Estate does not take any responsibility for property damages or loss of any kind regardless of condition caused by weather, temperature, moisture, flood, theft, or any other source.

Tenant signature Jennipher Sanchez  
Tenant signature \_\_\_\_\_

Date 11-27-19  
Date \_\_\_\_\_

## Article II: Appliances

Tenant is welcome to use the appliance(s) on premises if any. You as a tenant should use such appliances for what they are intended for and keep them in clean conditions to extend their life span. However, Me Real Estate does not provide appliances where there is none nor is responsible for the repair or replacement of said appliances.

Tenant signature Jennipher Sanchez  
Tenant signature \_\_\_\_\_

Date 11-27-19  
Date \_\_\_\_\_

*we provided  
stove, fridge,  
washer + dryer*

Agent signature Heidi Jondou

Date 11/27/19