

- KW Capital Partners -

LEASE AGREEMENT

This lease ("Lease") is made this 26 day of October, 2016 by and between _____ ("Owner") and _____ ("Tenant").
The Owner's Property Manager is KW Capital Partners ("Property Manager").

The covenants and conditions stated in the Lease and any attached addenda shall bind Tenant in issues of contract and negligence.

1. **PREMISES LEASED:** The Owner, in consideration of the rent to be paid, and covenants and agreements to be performed by the Tenant does hereby Lease the following Premises located at:

467 N Fairfield ("Premises").

2. **LEASE TERM:** The Tenant agrees to occupy said Premises for an original term commencing on the 26 day of October, 2016, and ending at Noon on the 26 day of October, 2017. After expiration of the original term of this agreement, the Lease shall automatically renew, under the same terms and conditions, on a month to month basis unless notice is given as stated in paragraph 7.

3. **RENT:** The Tenant agrees to pay as rent for the Premises the total sum of \$ 7,800 at the rate of \$ 650 per month to be paid in advance of the first day of each month during the said term without demand. Plus \$25 per month for pet fee

***All payments of rent shall be made payable to: KW Capital Partners ***

Payment mail to: _____ or mail/drop off at: _____

- (A) Rent is due on or before the first day of each month (the due date) and is delinquent thereafter. Partial payments may not be accepted. All funds received shall be applied to: dishonored check charges; late charges; damage charges; utility charges; delinquent rent; current rent; in that order.
- (B) If all rent is not received on or before 5:00pm the 3rd day of the month, the Tenant shall pay a late charge of \$ 50. Landlord reserves the exclusive right to refuse any and all late payments.
- (C) If payment is made by check that is returned by the bank, the Tenant agrees to pay a charge of \$ 25.00.
- (D) Rent and other sums to be paid shall be made in one (1) check rather than multiple checks. Due to the maximum dollar amount allowed on a money order, multiple money orders are acceptable. The Owner may, at any time, require that all rent and other sums be paid in either certified or cashier's check or money order.
- (E) The Tenant agrees that acceptance and/or refusal by the Owner of the rent payment after the due date shall in no manner constitute a waiver of the Owner's rights in the event of the Tenant's failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which the Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Owner.

By signing this Lease Agreement, Tenant knowingly and voluntarily waives any right to later assert waiver as affirmative defense in any subsequent forcible entry and detainer action.

(F) Any increase in the rent charged for occupancy of the Premises, the Owner agrees to notify the Tenant, in writing, at least **30(thirty)** days prior to the expiration of the Lease or any renewal.

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

Tenant Name (print):

(A) No person shall be released from the covenants of the Lease without first obtaining the written agreement of the other Tenants and/or cosigners set forth herein and written approval of changes from the Owner. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid.

(B) The Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by the Owner 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. The Owner 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 Owner can institute an eviction action.

5. **SECURITY DEPOSIT:** The Tenant agrees to deposit with the Owner, the sum of \$ 650 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. The Owner, at the expiration of the Lease or hold-over tenancy, may apply the security deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable normal wear and tear to the Premises caused by the Tenant, his occupants, guests, family or invitees. Also, abandonment or vacating of the Premises by the Tenant before the end of the term shall result in the Owner deducting damages incurred from the security deposit.

The Owner agrees to return to the Tenant the security 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 Owner, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by the Owner during this same time period. This provision does not waive rights of the Owner to seek damages in excess of the security deposit. The Tenant agrees to reimburse the Owner for any rent, fees, utilities due and/or damages exceeding the security deposit.

Each of the Tenants in paragraph 4 shall be jointly and severally responsible for all losses incurred by the Owner occasioned by the tenancy, including negligence.

Prior to vacating the Premises, the Tenant agrees to provide the Owner in writing, a forwarding address. Tenant agrees to and consents to the final payment for utilities usage being deducted from the security deposit.

6. **KEYS:** The Tenant shall be provided 2 property access key(s), _____ mail box key(s) and _____ garage door opener(s). These keys may be duplicated only by obtaining Owner's written consent. Tenant agrees to be financially responsible for any keys or garage door openers not returned upon vacating. There will be a \$ **65(sixty five dollars)** re-keying charge for any keys not returned upon vacating the Premises.

11. USE AND ASSIGNMENT/SUBLETTING: The Tenant agrees that the Premises shall be used only as a 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 the Owner.

12. TENANT'S DUTIES: The Tenant shall:

- (A) Keep the Premises that the Tenant occupies and uses safe and sanitary;
- (B) Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the Owner;
- (C) Keep all plumbing fixtures in the Premises or used by the Tenant as clean as their condition permits;
- (D) Use and operate all electrical and plumbing fixtures properly;
- (E) **Tenant is responsible for lawn care, landscaping and snow/ice removal;** _____ Initials
- (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 the 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 supplied by the Owner;
- (H) Promptly notify the Landlord of the need for repairs;
- (I) Tenant shall conduct and require other persons on Premises with Tenant's 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 the use of the Premise and do not commit or allow any nuisance;
- (J) Not unreasonably withhold consent from the Owner or the Owner's agents to enter the Premises;
- (K) Tenant shall conduct and require persons in Tenant's household and persons on the Premises with Tenant's 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;
- (L) **Tenant shall regularly test all smoke detectors, and notify Owner in writing of any mechanical failure, need for repair or replacement as per the Community Rules and Regulations.**
- (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 Premise's deck or patio. 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. Owner may also declare such violation a breach of Lease and pursue all remedies, including eviction.**
- (N) ~~113~~ ~~114~~ (Initial) Tenant acknowledges that the Premise is a **NON SMOKING** property. If the Tenant or guest smoke in the Premise, the Tenant agrees to pay any and all damages to the Premises as a result of the smoking.

13. OWNER'S DUTIES: The Owner 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, and elevators, supplied, or required to be supplied by the Owner;
- (E) Provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;
- (F) 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 the Tenant and supplied by a direct utility connection;
- (G) Except in the case of emergency, or if it is impractical to do so, give the 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 Paragraph sixteen (16);
- (I) **Furnish and repair smoke detectors as required by law;**
- (J) Owner may display For Rent and For Sale signs on the Premises;
- (K) Owner shall do a condition report upon Tenant's move-in and/or move out.

14. PETS:

- (A) No pets are allowed without the written consent of the Owner as contained in a separate "Pet Addendum" and all applicable fees and charges have been paid. This policy is at the sole discretion of the Owner.
- (B) In the event the Owner shall consent to any pets, then an **additional monthly Pet Fee** or a **non-refundable Pet Deposit** may be charged.
- (C) In the event that any unauthorized pets are found in or on the Premises, an immediate eviction notice will be served at which time Tenant will have **4(four) days** to permanently remove the animal or said eviction will be initiated.

15. CONDITIONS OF PREMISES and ALTERATIONS:

- (A) The Tenant accepts the Premises in "**As Is Condition**".
- (B) The Owner makes no implied warranties. Tenants shall use customary diligence in care of the Premises. Whenever damage is caused by the Tenants, the Tenants' guests, or occupants due to carelessness, misuse, neglect, or failure to notify the Owner 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 the Owner'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.
- (C) Tenants may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by the Owner in writing. No holes or stickers are allowed inside or outside the apartment; however, a reasonable number of small nail holes for picture hanging are permitted.
- (D) No water furniture, antennas, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or re-keying shall be permitted except by the Owner's prior written consent.
- (E) Tenants shall not disable, disconnect, alter or remove the Owner's property, including but not limited to, security devices, alarm systems, smoke detectors, appliances, furniture, and screens.
- (F) When the Tenants move in, the Owner shall furnish light bulbs for fixtures furnished by the Owner; thereafter, light bulbs of the same wattage shall be replaced at the Tenants' expense. When moving out, the Tenants shall surrender the Premises in the same condition as when received, reasonable wear and tear excepted. **Under no circumstances shall a dirty or broken condition of the premises, appliances, fixtures be considered to have resulted from reasonable wear.**
- (G) The Owner is not required to rebuild or restore the Premises if said Premises became uninhabitable by reason of fire or other casualty caused by the negligence of the Tenant, Tenant's guests, or occupants.

16. ACCESS TO PREMISES: The Owner or the Owner's representatives may peacefully enter the Premises during reasonable times for the purposes listed below:

- (A) If the Owner requests entry, a written notice shall be given to the Tenants twenty-four (24) hours prior to entry. **The Owner reserves the right to enter the Premises without notice in case of emergency.** The Owner reserves the right to enter by other means if locks have been changed in violation of the Lease.

(B) If no one is in the Premises, and request has been made for repair and/or entry by the Tenants, the Owner, or the Owner's agents may enter peacefully and at reasonable times by duplicate or master key.

(C) Such entry may be for but not limited to: 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 Premises to prospective purchasers or insurance agents; or other valid business purposes.

17. **NON-LIABILITY:** Tenant acknowledges that any security measures provided by the Owner shall not be treated by the Tenants as a guarantee against crime or a reduction in the risk of crime. The Owner shall not be liable to the Tenants, the Tenants' 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. The Owner shall not be liable to the Tenants, 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 the Owner's negligence. The Owner has no duty to remove ice, sleet, or snow; but the Owner may do so in whole or in part, with or without notice. If the Owner, or agent for Owner, is requested to render services not contemplated in the Lease, Tenants shall hold the Owner harmless from all liability for same.

18. **LEASE COMPLIANCE:** The Owner at all times has the right to require compliance with all covenants, terms and conditions of the Lease, notwithstanding any conduct or custom on the Owner's or the Tenants' 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.

If the Tenant is leasing a Premise with Association Rules and Regulations, the Rules and Regulations are an attachment to the Lease and become a part of the Lease. The Rules were designed with all the Tenant's safety and comfort in mind. Rules and Regulations may be modified at any time by the Owner or Association. If applicable

Please read any Association Rules and Regulations. Violation of these Rules is a breach of the Lease.

19. **DEFAULT BY THE TENANT:** In the event the 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 the Owner, said default shall constitute grounds for termination of the tenancy and/or eviction by the Owner. It is expressly understood and agreed that the 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 occupied by another acceptable Tenant. The 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 the Owner has sustained by virtue of the Tenant's use and occupancy of the Premises or default under the Lease.

20. **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; 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 on or near the Premises in any way that may alarm others; store any hazardous materials in or on the property; tamper with utilities or telecommunications; or injure Owner's reputation by making bad faith allegations against Owner to others.

21. **ENTIRE AGREEMENT:** The Lease and any attached addenda are the entire agreement between the Owner and the Tenants. No representations oral or written, not contained herein or attached hereto, shall bind either party. The Owner'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 Owner unless done in writing.

22. **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.

23. **NOTICES:** Any notice, request, instruction or other document to be given hereunder by either party to the other party shall be in writing and delivered personally or sent by any form of prepaid mail which confirms receipt as follows: To Tenant at the Premises, or following termination of this lease, to the written address provided by the Tenant to the Owner; To Owner at the address for payment of rent, as the same may be changed by Owner by written notice to Tenant.

24. **ADDENDA:** The following attached addenda listed below and other provisions, if any, shall be considered incorporated within this Lease and any subsequent renewal Lease or document. (Initial addenda that apply)

Bedbug/Pest: Fireplace: Pet: Insurance: Tenant Cleaning & Charges:

Addendum A

CAUTION TO ALL PARTIES: THE LEASE, WHEN SIGNED BY ALL PARTIES, IS A BINDING LEGAL OBLIGATION. DO NOT SIGN WITHOUT FULLY UNDERSTANDING IT. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.

The Owner or Property Manager and Tenant have executed this Lease in duplicate on the day and year written above. Tenant acknowledges receiving a copy of the executed Lease.

Tenant Signature

Tenant Printed Name
10/26/16
Date

Tenant Signature

Tenant Printed Name
20161026
Date

KW Capital Partners
Managing Agent
10/26/2016
Date

Rev.: 1/2014



**- KW Capital Partners -
Nilsson-COPM Group**

ADDENDUM A TO ATTACHED LEASE:

1. TENANT ACKNOWLEDGES THAT THE FOLLOWING APPLIANCES ARE PROVIDED IN YOUR UNIT:

GAS OR ELECTRIC RANGE _____ REFRIGERATOR _____ DISHWASHER _____
WASHER _____ DRYER _____ MICROWAVE _____ WINDOW AC UNIT _____

TENANT ACKNOWLEDGES THAT WHEN TENANT VACATES THE PROPERTY THESE ITEMS WILL BE LEFT IN UNIT. IF THESE ITEMS ARE NOT LEFT IN UNIT ON MOVE OUT THAN OWNER WILL FILE COLLECTIONS ON TENANT.

2. TENANT AGREES TO CHANGE FURNACE FILTERS AT LEAST ONCE PER MONTH DURING WINTER MONTHS.

3. CHECK SMOKE DETECTORS ONCE PER MONTH TO MAKE SURE THEY ARE IN WORKING ORDER.

4. TENANT ACKNOWLEDGES THAT THE PROPERTY (INCLUDING BUT NOT LIMITED TO TOILETS, SINKS, DRAINS, ETC.) WAS RECEIVED IN GOOD WORKING ORDER. TENANT IS RESPONSIBLE FOR CHANGING FURNACE FILTERS, UNPLUGGING TOILETS AND SINKS, BASEMENT DRAINS, ETC. DO NOT CALL LANDLORD, OR ANY AGENT OF LANDLORD TO UNPLUG SINK OR TOILET. THAT IS THE TENANT'S RESPONSIBILITY. TENANT IS HOWEVER, REQUIRED TO NOTIFY LANDLORD, AND/OR PROPERTY MANAGER, IMMEDIATELY OF ANY LEAKS, PIPE BREAKS, ETC. INCLUDING BUT NOT LIMITED TO UNDER KITCHEN/BATHROOM/WET BAR CABINETS, BASEMENT, ETC. FAILURE IN ANY OF THE ABOVE WHICH RESULTS IN DAMAGE TO THE PROPERTY SHALL BE ASSESSED TO TENANT AND TENANT AGREES TO PAY ALL ASSESSMENTS WITH THE NEXT SCHEDULED MONTHLY RENT PAYMENT. TENANT HAS BEEN ADVISED OF LOCATIONS OF ALL SHUT OFF VALVES IN THE EVENT OF AN EMERGENCY.

5. AS OF THE DATE OF THIS AGREEMENT LANDLORD WARRANTS THAT THE DWELLING'S SEWAGE DRAINS ARE IN GOOD WORKING ORDER AND THAT THEY WILL ACCEPT THE NORMAL HOUSEHOLD WASTE FOR WHICH THEY WERE DESIGNED. THEY WILL NOT ACCEPT THINGS SUCH AS DIAPERS, BABY WIPES, SANITARY NAPKINS, TAMPONS, CHILDREN'S TOYS, WADS OF TOILET PAPER, BALLS OF HAIR, GREASE, OIL, TABLE SCRAPS, CLOTHING, RAGS, TOWELS, SAND, DIRT, ROCKS, BALLS, NEWSPAPERS, ETC. TENANTS AGREE TO PAY FOR CLEARING THE DRAINS OF ANY AND ALL STOPPAGES EXCEPT THOSE WHICH THE PLUMBER WHO IS CALLED TO CLEAR THE STOPPAGE WILL ATTEST IN WRITING WERE CAUSED BY DEFECTIVE PLUMBING, TREE ROOTS, OR ACTS OF GOD.

6. TENANT ALSO ACKNOWLEDGES THAT USING ELECTRIC OR GAS RANGES AS A MEANS TO HEAT THE UNIT IS PROHIBITED. IF THE TENANT IS CAUGHT USING THE RANGE, THEN THEY WILL BE PLACED ON NOTICE THAT IF THE RANGE STOPS WORKING DUE TO OVER USE THE RANGE WILL NOT BE REPLACED OR FIXED UNLESS TENANT REMBURSES SAID EXPENSE.

20161026
DATE

[Signature]
TENANT

[Signature]
TENANT

102616
DATE

[Signature]
MANAGING AGENT

- KW Capital Partners -

PET ADDENDUM

Premises Address: 467 N Fairfield

Pet Description

Kind	Breed	Color/Markings	Name	Age	Weight
<u>Yorkshire Terrier</u>	<u>Yorkie</u>	<u>Tan/white</u>	<u>Mia</u>	<u>2</u>	<u>12lbs</u>
<u>Cat</u>	<u>Chinapua</u>	<u>Black</u>	<u>Brusner</u>	<u>6</u>	<u>10 lbs</u>

PET RULES

This Agreement is an addendum and part of the Lease Agreement for the above Premises. When signed by the Tenant and the Property Manager and subject to the collection of the Pet fee, rules contained in this addendum and the Tenant's Lease Agreement, it is agreed that the Tenant may have pets during the term of the Tenant's Lease Agreement. Tenant agrees to register all pets with the Property Manager and to secure the Property Manager's written approval before bringing the pet into the Premises or community.

1. It is also understood that this policy is at the sole discretion of the Landlord. The Property Manager representing the Landlord has the right to refuse to allow any pet on the community for any reason the Property Manager deems appropriate.

2. The Tenant shall pay a \$ 300 non refundable pet fee upon written approval for the Tenant to have a pet on or in the premises.

The Tenant shall pay a monthly fee of \$ 25 and upon written approval for the Tenant to have a pet on or in the premises. This fee shall be an addition to the monthly rent payment.

The Pet Fee is in addition to the Security Deposit. The fee is in no way any additional deposit pursuant to Ohio Revised code 5321.16.

3. No pet is permitted if weight exceeds 30 pounds. There is a maximum limit of 2 pets per Premises. Normally, dogs and cats are permitted with the exception of **Rottweiler's, Dobermans and Pit Bulls**. When allowed in writing, Pets other than a cat or dog must be kept in a cage in the premises.

4. Pets are allowed outside the premises only while on a leash and accompanied by the Tenant. **Pets will not be tied up outside the premises or on a patio or porch of any premises. Tenant shall have animal waste removed at all times when taking the pet outside and agrees to properly dispose of any pet waste.**

5. **Tenant shall be totally responsible for the pet.** Tenant agrees to pay all costs for any damage done by the pet to furnishings or property inside or outside the premises. Tenant shall hold Property Management harmless from any claims should the pet escape or become missing upon Property Management employees or designers entering the premises for maintenance, cleaning or pest control.

- KW Capital Partners -

BEDBUG/PEST ADDENDUM

Premises Address: 467 N Fairfield

This Agreement is an addendum and part of the Lease Agreement for the above stated Premises.

1. Tenant acknowledges that Property Manager/Managing Agent has inspected the unit and is aware of no bedbug/pest infestation.
2. Tenant claims that all furnishings and personal property that will be moved into the Premises are free of bedbugs/pest (such as but not limited to roaches, mice or other pests).
3. Tenant further states that the Tenant has not currently nor in the past six (6) months had a bedbug/pest infestation. W (Tenants initials)
4. If Premises becomes infested with bedbugs/pest:
 - (a) after Tenant takes occupancy of a single family unit then the Tenant shall be responsible for the cost of the treatment to remove the bedbugs/pest from the Premises.
 - (b) after Tenant takes occupancy of a multi family unit, then the Owner shall be responsible for the cost of the treatment to remove the bedbugs/pest from the Premises. If there is a repeat incident of bedbugs/pest in the same unit, after they are removed, then the Tenant's lease shall terminate and the Tenant shall vacate the Premises within seven (7) days after written notice.

Infestation during Tenant's occupancy of the Premises shall be reported in writing as soon as it is noticed. This includes but is not limited to Bedbugs and Pest such as roaches, ants, carpenter ants, termites, mice or rats.

Tenant agrees to prevent and control possible infestation by adhering to the below list of Tenant's responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel, motel, or another home, inspect your clothing, baggage, shoes, and personal belongs before re-entering your Premises. Check backpacks, shoes and clothing after using public transportation or visiting a theater. After guest visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. Tenant shall report any bedbug/pest immediately to Property manager. Even a few bedbugs can rapidly multiply to create a major infestation and spread to other Premises.
3. Tenant shall cooperate with pest control efforts. If your premises or a neighbor's premise is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Tenant shall comply with recommendations and requests from the pest control professional prior to professional treatment including but not limited to:

- a. Placing all bedding, drapes, curtains and small rugs in bags for transportation to laundry or dry cleaners;
 - b. Heavily infested mattresses/cloth covered furniture are not salvageable and shall be spray painted "Bedbug Infested", sealed in a plastic bag and disposed of properly;
 - c. Empty dressers, night stands and closets. Remove all items from the floor; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. **Used bags shall be disposed of properly and not reused;**
 - d. Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and night stand. Vacuum mattress and box springs. Carefully remove vacuum bags sealing them tightly in plastic and dispose of them properly;
 - e. Wash all machine washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting. All other items are to be sealed in plastic bags and taken to the dry cleaners making sure to inform the dry cleaners of bedbug infestation for proper cleaning;
 - f. Move furniture toward the center of the room so the Pest professionals can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Tenant agrees to indemnify and hold Owner/Property Manager harmless from any actions, claims, losses damages and expenses including but not limited to attorney's fees that Owner/property manager may incur as a result of the negligence of the tenant or any guests occupying or using the Premises.
5. It is acknowledged that the Owner/Property manager shall not be liable for any loss of personal property of the Tenants', as result of an infestation of bedbugs/pest. Tenant agrees to have personal property insurance cover any such loss.

By signing below, the undersigned Tenant agrees and acknowledges that the tenant has read and understands this Bedbug/Pest Addendum

[Signature]
 Tenant

[Signature]
 Tenant

KW Capital Partners
[Signature]
 Managing Agent

20161026

Date
10/26/16

Date

10-26-16

Date



Tenant Cleaning and Charges Addendum

This document outlines the items that are the Tenant's responsibility for cleaning and repairing the premises back to its move in condition, less normal wear and tear, prior to vacating the Premises. If the cleaning or repairs are NOT done by the Tenant prior to the Move Out walk through of the Premises and are left for the Property Manager to complete, then following items have applicable charges which shall be deducted from the security deposit for the work completed by the Property manager.

Appliance Cleaning: Appliance cleaning shall be completed prior to move out.

- Defrost Freezer and clean refrigerator. After cleaning leave the refrigerator on. Tenant will be charged for any damages incurred if refrigerator is turned off.
- Additional deficiencies that shall have a cost associated for the Tenant if not completed prior to move out, should they not be working properly or clean upon move out:
 - Gasket around refrigerator and freezer door, shelving, fruit and meat bins and bottom of refrigerator under bins;
 - Grease on or in appliances, exterior of appliances free of dirt, grease and debris;
 - Top of stove clear of grease and debris, inside of oven and racks cleaned, drip pans in oven clean;
 - Vent screen and vent surfaces clean.

Carpet Cleaning: Carpet is to be clean and vacuumed, and free of all stains and dirt.

- Additional deficiencies that shall have a cost associated for the Tenant:
 - Carpet needs stretching, discoloration or bleach stains, rust, plant or varnish stains, repair burn holes, carpet patches;
 - Removal of carpet, seal metal strips, strips at entry and fireplace need replaced;
 - Removal of pet urine;
 - Deodorizing of cigarette smoke.
- If the Tenant chooses to have the carpet professionally cleaned an approved contractor will be provided to the tenant by the Property Manager.

Interior Cleaning: No charges if Premises shall only need touch up cleaning upon move out.

- Additional deficiencies that shall have a cost associated for the Tenant if not cleaned prior to move out:
 - Clean kitchen floor, sink, counter tops, top of shelving, dishwasher, exhaust vent, cabinets and drawers;
 - Clean tubs and/or shower walls and tile, mirrors, vanity cabinets tops and sink, vanity inside and drawers, bathroom floors, toilet, medicine cabinets, mildewed grout/caulking;
 - Clean Inside of windows, fireplace, light globes, mini blinds;
 - Clean coat closet, garage floor, utility room floor, de-smoke unit and trash removal.

Interior Painting: No charge if Premises walls require only touch up painting and are in good condition.

- Additional deficiencies that shall have a cost associated for the Tenant if the walls require painting or work:
 - Removal of molly bolts, excessive holes (dart board), corner bead repair, hanging basket hooks, stipple repair on ceiling;
 - Remove border paper, remove wallpaper, mold removal and sealing;
 - Repair drywall, skim walls, remove crayon marks, headboard marks/scuffs, ink and grease marks;
 - Window area repair.

Tenant understands that at a minimum the above items will be reviewed prior to move out by the Property Manager. Any deficiencies will have associated cost based on size of premises, condition and vendor's charges for work completed. These charges shall be deducted from the security deposit. If the security deposit does not cover all the cost (labor, parts and tax) the balance shall be owed by the Tenant.

I have read and understand the above information in reference to Tenant Cleaning and Charges when vacating the premises.

[Signature] 2016/10/26
Tenant Date

[Signature] 10-26-16
KW Capital Partners Date
Managing Agent

[Signature] 10/20/16
Tenant Date

Rev.: 11/2014



- KW Capital Partners -

FIREPLACE ADDENDUM

Premises Address: 467 N Fairfield

This Agreement is an addendum and part of the lease Agreement for the above stated Premises. Tenant acknowledges the Premises has a functioning fireplace, **Non-functioning wood burning fireplace.**

If the fireplace is a non functioning fireplace, the Tenant shall refrain from any and all use of the non-functioning fireplace including, but not limited to, burning any substance in the fireplace, or placing any combustible in the fireplace. Because the fireplace is non-functioning,

Tenant agrees and acknowledges that any use of the non-functioning fireplace could cause injury to its inhabitants. Use of the non-functioning fireplace would constitute a fire and safety hazard that could result in damage to the Premises.

[Signature]
Tenant

2016/10/26
Date

[Signature]
Tenant

10/26/16
Date

KW Capital Partners
^

BY: [Signature]
Managing Agent

10-26-16
Date

Rev.: 1/2014



Renters Insurance Addendum

I understand I have the choice of Option 1 or Option 2. The Tenant has been informed about the importance of renter insurance for the coverage of the tenant's personal property. Landlord/owner/property management and affiliated contractors are not responsible for loses to tenant's personal property as a result of fire, water damage, theft, accidental damage, wind storm, vandalism or for any other reason.

Option 1: _____ (Initial)

I will carry and maintain renter insurance policy during the entire length of the lease term and any extensions, holdover, etc. I agree I will have the Insurance Company notify KW Capital Partners if there is any change to or cancellation of my policy. I understand that I am free to contract with any provider of my choosing so long as any provider is duly licensed to do business in the State of Ohio and is in good standing. The information below shall be provided to KW Capital Partners Property Management. Upon request, a copy of the policy shall be provided to KW Capital Partners Property Management.

- Insurance Company Information -

Agent: _____

Address: _____

Phone: _____ Fax: _____

Policy Number: _____ Amount: _____ Expiration Date: _____

Option 2: _____ (initial)

I understand the risk of not obtaining renters insurance to cover my personal property. At this time, I choose not to obtain renters insurance. If at a later time I obtain renters insurance, I will notify the property management company and complete this form.

I have read and understand the above and the risk associated with not obtaining renters insurance. I have initial the option of my choice.

Tenant: _____ Date: 7/26/2016

Tenant: _____ Date: 10/26/16

Rev.: 11/2014

