

Smith Family Investments, LLC
560 Irving Ave, Dayton, OH 45409
RESIDENTIAL LEASE

This Residential Lease (sometimes referred to as this “**Lease**” or this “**Agreement**”) is made and entered into on January 20, 2019 between Smith Family Investment LLC (the “**Landlord**”) _____ the “**Tenant**”), whereby Landlord leases to Tenant the premises situated at 560 Irving Ave., Dayton, OH together with all appurtenances (the “**Premises**”), for a term of twelve months, to commence on May 19, 2019 and terminate on May 10, 2020.

1. RENT. Tenant shall pay Landlord as rent for the Premises monthly installments of \$1,870.00 in advance on the first day of each month. Rent for any partial month shall be prorated on a per diem basis. Rent payments shall be made to Landlord at Landlord’s address designated in writing. If Tenant fails to pay the rent by the first day of any month, Tenant shall pay Landlord \$50.00 in addition to the rent for Landlord’s extra expenses. Overdue rent shall also accrue interest at 18% per annum. If a check given by Tenant for rent is dishonored, Tenant shall owe an additional charge of \$40.00.

Rent payments should be sent to Smith Family LLC, 4367 Co Rd 57, Alvada, OH 44804, unless otherwise indicated. Smith can be reached at 419-619-7624 and/or decasmith@gmail.com.

2. SECURITY DEPOSIT. Tenant has deposited with Landlord \$1,870.00 as security for the performance of this Lease. The security deposit shall serve as a fund from which Landlord may (a) obtain reimbursement for losses, damages and expenses due to unreasonable wear and tear or damage to the Premises or resulting from Tenant’s failure to maintain the Premises as required by this Lease and (b) recover any other amounts that may become due and owing to Landlord under this Lease. Whenever Landlord applies any portion of the security deposit for the purposes stated above, Tenant shall promptly pay Landlord the funds necessary to restore the security deposit to its original amount. Any portion of the security deposit that is not applied by Landlord for the purposes stated above shall be returned to Tenant, at the forwarding address supplied by Tenant at that time, within 30 days after the expiration of this Lease and the surrender of the Premises to Landlord, together with a statement itemizing any deductions. No interest shall be paid on the security deposit unless the security deposit exceeds one month’s rent. The security deposit may not be applied by Tenant to the payment of any rent due under this Lease. Notwithstanding any contrary provisions of this Paragraph 4, Landlord shall comply with the provisions of Section 5321.16 of the Ohio Revised Code.

3. EXAMINATION OF PREMISES. Tenant has examined the Premises and has accepted the same as habitable and satisfactory. While residing in the Premises, Tenant shall observe and act in accordance with any reasonable rules and regulations that Landlord may adopt.

4. REPAIR AND MAINTENANCE. Tenant acknowledges that the Premises are

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now in good repair. Throughout the term of this Lease, Landlord shall comply with the requirements set forth in Section 5321.04 of the Ohio Revised Code, including, but not limited to the requirement to provide all repairs and maintenance reasonably necessary to keep the Premises in a fit and habitable condition. Throughout the term of this Lease, Tenant shall (a) keep the Premises in a safe and sanitary condition; (b) dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner; (c) keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits; (d) use and operate all electrical and plumbing fixtures properly; (e) comply with the requirements imposed 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 supplied by the Landlord; (h) conduct himself or herself, and require other persons on the Premises with Tenant's consent to conduct themselves, in a manner that will not disturb his or her neighbors' peaceful enjoyment of the premises; and (i) conduct himself or herself and require other persons in his or her household and persons on the Premises with his or her consent to conduct themselves, in connection with the Premises, so as not to violate the prohibitions contained in Chapters 2925 and 3719 of the Ohio Revised Code, or in applicable municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances. At the termination of this Lease, Tenant shall surrender the Premises to Landlord in the same order and state of cleanliness they were in when Tenant first occupied the Premises.

Without limiting the above, Tenant shall (a) keep and maintain the walls, ceilings, roofs, floors, woodwork, paint, plastering, plumbing, pipes, fixtures, windows, all other interior and exterior portions of the Premises (including the lawn and landscape) in a clean, sightly, and sanitary condition, and (b) keep the Premises free of ice and snow.

In the event that Tenant returns the Premises in a condition different from that in which Tenant took possession, Tenant hereby agrees to pay cleaning fees in accordance with the schedule of fees attached hereto as Exhibit A. Tenant hereby waives any right or claim regarding the reasonableness of the fees contained within Exhibit A, and covenants to pay the same should cleaning costs be incurred.

5. POSSESSION. Landlord will exercise reasonable efforts to deliver possession of the Premises upon commencement of this Lease, but will not be liable for any failure to do so for reasons beyond Landlord's control. Any such failure will not affect the validity of this Lease except that the rent will not commence until the date occupancy is available.

6. INSPECTIONS. Landlord, and its agents or contractors, may enter the Premises at reasonable times for inspections, to show the Premises to prospective tenants, purchasers or mortgagees and to make any repairs that Landlord may be required to make by applicable law or that Landlord considers necessary or desirable. Except in the case of emergencies or unless it is impractical to do so, Landlord will give Tenant at least 24 hours advance notice of Landlord's intention to enter into the Premises.

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7. USE AND OCCUPANCY. The Premises will be used as a residence by: (a) Tenant, (b) Tenant's spouse, (c) children of Tenant or Tenant's spouse (whether by birth or adoption and (d) children for which Tenant or Tenant's spouse are the legal guardian, unless other occupants are approved by Landlord, in Landlord's sole discretion. If Landlord permits other occupants, Tenant shall pay an additional \$200.00 per month for each additional occupant. The Premises shall at all times be occupied in a safe, careful and proper manner by Tenant and any other occupants or guests. No trade, business or occupation shall be carried on in the Premises. The Premises shall not be sublet in whole or in part, nor shall this Lease be assigned by Tenant, without the prior written consent of Landlord. Any attempted assignment or subletting without Landlord's prior written consent shall be void. Tenant shall not permit the Premises to be used for any unlawful purpose or for any purpose or act which, in Landlord's judgment, will create a nuisance, injure the reputation of the Premises, or increase insurance rates on the Premises. Tenant shall make no alterations or additions to the Premises without the Landlord's written consent.

8. UTILITIES. Tenant shall obtain and pay for all utility services including gas, heat, electricity, water and sewer and any other utility used or consumed on the Premises by Tenant during the term of this Lease.

8. A. Refuse. City of Oakwood refuse pick up day is on Thursday, containers must be at the curb by 7:00am. Tenant maybe fined \$50.00 for each offense after repeated warnings to cleanup and pick up trash in the yard. Ample refuse containers are provided and lawn must remain free of garbage.

9. PETS. No Pets.

10. LANDLORD'S LIABILITY. Landlord shall not be liable for any injury or damages to persons or property on or about the Premises, unless (a) caused by the negligence of Landlord or Landlord's employees or agents and (b) of such a nature that the loss or injury would not be covered under a standard policy of renter's insurance. Landlord shall not be liable for personal injury damage or loss of Tenant's personal property from theft, vandalism, fire, rainstorms, smoke, explosions, or other causes not within the direct control of Landlord for which Landlord is not otherwise legally responsible, and to the extent permitted by law Tenant releases Landlord from all liability for that damage. Nothing contained in this Paragraph 10 shall be construed to limit any liability of Landlord arising by law. If storm, flood, fire, or other catastrophe injures or destroys the Premises, this Agreement will terminate at Landlord's option. Otherwise Landlord will restore the Premises and until the restoration is completed, the rent will be abated in proportion to any loss of use of the Premises suffered by Tenant.

Tenant shall be responsible for reimbursement of Landlord for the cost of restoration and repair of any damage to the Premises and the appliances, fixtures and equipment located in the Premises caused by the misuse, abuse or neglect or wrongful acts of Tenant, Tenant's invitees or other lawful occupants of the Premises.

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11. INSURANCE. Tenant shall keep in force, at Tenant's expense, renter's insurance covering property damage and liability in an amount determined by Landlord. The insurance policy shall provide that it may not be terminated for any reason without at least 15 days prior written notice to Landlord. Landlord shall be an additional insured on the policies.

12. DEFAULT. If Tenant fails to pay the rent when due or to perform any other terms or conditions of this Lease, or vacates the Premises before the end of the term, Landlord may, at its option and after giving any notices required by law, terminate this Lease and/or pursue any other remedies that may be available. If Tenant defaults, Tenant agrees to pay Landlord all of the following: (a) all costs of reletting the Premises (including, but not limited to, the costs of cleaning and painting the interior of the Premises, shampooing the carpet, advertising and all other costs of preparation of the Premises for reletting); (b) the full monthly installment of rent payable for the last month during any part of which the Premises were occupied by Tenant; (c) rent for the remainder of the term, except for any rent that Landlord may recover by reletting the Premises; (d) any other damages to which Landlord may be entitled, and (e) Landlord's attorney fees and expenses in enforcing this Lease.

13. SURRENDER. Upon expiration of the term of this Lease, this Lease will automatically renew on a month-to-month basis unless either party gives at least 30 days written notice of termination of this Lease. Termination shall take place only on the last day of any given month. When vacating after the first of the month, Tenant is responsible for the full month's rent. Upon vacating, Tenant agrees to return the Premises to Landlord in the same or better condition as when received, reasonable wear and tear excepted. The Premises shall be thoroughly cleaned and in the event of failure to do so, Tenant will pay Landlord the cost of cleaning. This includes the following, to the extent applicable: cleaning refrigerator, cleaning stove (all parts and hood), mopping and vacuuming floors, shampooing carpet, cleaning out cabinets, removing wax from floors, removing all soap and lime deposits from bath tiles, fixtures, tub and sink, cleaning all windows, and returning all keys to Landlord. Tenant shall supply Landlord with a forwarding address for the return of Tenant's security deposit.

14. NONWAIVER. The receipt by Landlord of any rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, after giving notice of termination or the initiation of any legal proceedings by Landlord against Tenant, shall not reinstate, continue or extend this Lease or in any manner affect any other rights that Landlord may have either in law or in equity as a result of Tenant's default. No failure of Landlord to enforce the breach of any covenant or agreement of Tenant shall be deemed a waiver of any subsequent similar breach or default.

15. NOTICES. All notices under this Lease shall be in writing and shall be deemed to have been given if mailed certified or registered mail, postage paid, and if to Landlord at the address first set forth above, and if to Tenant, addressed to the Premises.

16. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

17. AMENDMENTS. This Lease sets forth the entire agreement of the parties. No alteration of the terms or conditions of this Lease or any oral agreement shall be valid unless in writing signed by both parties.

18. NUMBER AND GENDER. As used in this Lease, the plural shall be deemed to include the singular, and vice versa, and the use of any one gender shall be deemed to include all genders, so that this Lease shall properly reflect the number and genders of the persons signing as Landlord and Tenant.

19. CONDUCT OF TENANTS. Tenants warrant that their use of the premises will not disturb any neighbor's right to the quiet enjoyment of their own property. A violation of this section may, at the landlord's discretion, be termed a material breach of the lease agreement. Conduct which violates this clause may include, but is not limited to: excessive levels of noise, excessive numbers of guests on the premises, failure to maintain the yard, and any other conduct not conducive to the maintenance of a peaceful, clean, and quiet neighborhood. Tenants may be fined for violations of this section which result in actual damages to landlord. Tenants will receive written notice of any fines assessed under this section. Any fines assessed under this section are due and payable on the first day of the month following notice of the fines. Failure to pay fines assessed in accordance with this section may be deemed a material breach of this contract.

20. ADDITIONAL RESPONSIBILITIES OF THE PARTIES. The parties agree to comply with their respective responsibilities pursuant to applicable state law except as otherwise specifically provided in this Lease.

21. NOTICE PURSUANT TO SECTION 5321.07(C) OF OHIO REVISED CODE. Pursuant to Ohio Revised Code Section 5321.07, notice is given that Landlord () is () is not now a party to rental agreements covering more than 3 dwelling units. In the event that no box is checked, "is not" shall apply.

22. ENTIRE AGREEMENT. This Lease sets forth the entire agreement of the parties and there are no agreements, representations or warranties not set forth herein. This Lease may only be modified in a writing signed by both parties.

LANDLORD:

SMITH FAMILY INVESTMENTS, LLC

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By: Catherine Smith
Its: Member

Tenant:

Tenant:

Print Name: _____

Print Name: _____

Parents: _____

Parents: _____

Date: _____

Date: _____

Tenant:

Tenant:

Print Name: _____

Print Name: _____

Parent: _____

Parent: _____

Date: _____

Date: _____

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EXHIBIT A

Smith Family Investments, LLC

4367 County Road 57, Alvada, OH 44802 - Phone:419 619-7624

Rental Schedule of Charges for Cleaning , Damage, and Repairs 2/15

Range	\$ 775.00	storm door handle	\$ 75.00
Range cleaning	85	storm door closer	65
Oven Cleaning	150	storm door rescreen	150
Rangehood cleaning	50	storm door replace	275
Refrigerator	980	window screen	40
Refrigerator cleaning	175	window rescreen	75
Dishwasher	450	storm window	90
Garbage Disposal replacement	185	painting full room	385
Unplug garbage disposal	100	nail screw holes each lg	30
Kitchen stopper replacement	10	nail screw holes each sm	10
Cupboard cleaning	125	tape marks	5
Kitchen cabinet door repair	100	wall gouges/scrapes each	15
Toilet damage	275	mini blind	35
Toilet seat	40	light globe	30
Toilet cleaning	150	mail box	30
towel bar replace	35	vinyl replacement	20/sq yd
toilet paper holder	30	wiping down walls per room	100
faucet repair	120	trash can cleaning	20
bathroom counter	75	switch plate damaged	5
bathroom mirror replace	50	Shower Head	40
bath tub drain stopper	30	Shower Rod	35
bath tub shower cleaning	125		
shower curtains	10		
wipe out cabinets	160		
unplug toilet	275		
smoke detectors	100		
smoke detector batteries	25		
vacuum carpet per room	45	Initial below	Date
sweeper	385	Tenant & Parent	
wash floors per room	75		
carpet replacement	22.50/yd		
cuts rips burns vinyl floor	50		
Exterior door	350		
Interior Door	175		
Lockset exterior	125		
lockset interior	50		
Nail screw hole in interior door	15		

All cleaning billed at \$40.00/hr and repair at \$75.00/hr not covered above plus cost of materials and or parts . If all exterior door keys are not returned, all locksets will be changed at cost to tenant.

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