



LEASE AGREEMENT

This Lease Agreement (the "Lease") is made this _____ day of _____ by and between **Stratagem Management LLC** ("Landlord"), and:

(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).

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

(the "Premises" to Tenant)

2. LEASE TERM. The Tenant agrees to occupy said Premises for an original term commencing on _____ and ending at 10:00 a.m. on _____ the "Term").

3. RENT. Tenant agrees to pay as rent for the Premises the total sum of \$ _____ (the "Rent"), payable in monthly installments of \$ _____ to be paid without notice, demand or set-off to Landlord in advance of the first day of each month during the Term. Notwithstanding the actual move in or move out date, Tenant shall pay rent to Landlord at the full monthly rental rate, i.e. there are no prorations for any partial months.

Additionally, rent of \$ _____ per month (which is included above) is for pet. See attached Pet Addendum if applicable.

Rent shall be paid to Landlord by check, or money order only and the Landlord may, at any time, require that all Rent and other sums be paid in either certified bank cashier's check or money order. Cash shall not be accepted. Tenant may be able to pay by electronic transfer through Landlord's provider if agreed to in advance by Landlord. All costs associated with electronic transfers are the responsibility of Tenant.

All payments of Rent shall be made payable to:

Stratagem Management LLC
172 East Fifth Ave
Columbus, Ohio 43201

(or at such other address as the Landlord may from time to time designate in writing)

RENT IS DUE ON THE 1ST DAY OF EACH MONTH

If ALL rent is not received on or before the third (3rd) day of the month, the Tenant agrees to pay an initial late charge in accordance with the following schedule based on the monthly installment to be paid as defined above:

<u>Monthly Installment</u>	<u>Late Charge</u>
\$500 - \$1500	Fifty Dollars (\$50.00)
\$1501 - \$2500	Seventy Dollars (\$70.00)
\$2501 and above	Ninety Dollars (\$90.00)

All funds received shall be applied at Landlord's sole discretion to: dishonored check charges; late charges; damage charges; utility charges; delinquent rent; and current rent, in that order. If payment is made and then returned, the Tenant agrees to pay a charge of Fifty Dollars (\$50.00) in addition to late charges, if applicable.

The Landlord agrees further that acceptance and/or refusal by the Landlord of the rent payment or partial rent payment after the due date shall in no manner constitute a waiver of the Landlord's rights in the event of the Tenant 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 Landlord, and the necessity of demand for the rent by the Landlord when the rent is overdue, is hereby waived.

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

Name:	Date of Birth:
Name:	Date of Birth:
Name:	Date of Birth:
Name:	Date of Birth:

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 Landlord, 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.

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 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 apartment community of which the Premises are a part. The Landlord reserves the right of eviction for 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 an eviction action.

Tenant acknowledges that Landlord is an Ohio 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 result of Tenant's breach. Landlord delivery of 3-Day Notice is subject to a fee equal to \$40.00. Eviction settlement fee is \$350.00. Landlord reserves the exclusive right to refuse any and all late payments.

5. SECURITY DEPOSIT. The Tenant agrees to deposit with the Landlord the sum of \$ _____ (the "Deposit") 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 Landlord, at the expiration of the Lease or holdover tenancy, may apply the security 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 the Tenant, its guests, family or invitees. Also, abandonment or vacating of the Premises by the Tenant before the end of the term shall result in the Landlord deducting damages incurred from the security deposit. Tenant shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy, including negligence.

Bed Bugs – Should bed bugs become present, it is the responsibility of the Tenant to pay for the costs of exterminating the issue including any additional units impacted.

At the time of moveout, Tenant agrees to return the apartment with the same color as it originally was delivered. Failure to do so will result in the Landlord having to repaint the impacted room(s) it shall be the Tenants responsibility to pay for the costs associated with repainting the impacted rooms.

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. 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.

6. KEYS. Tenant will be provided _____ Premises key(s). 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 will be a \$75.00 charge per occurrence if resident is locked out of their apartment and Landlord is called upon to assist. (Initials _____)

7. MOVE OUT NOTICE AND RENEWAL. At the termination of the Lease, Tenant shall surrender immediate possession to the Landlord, and deliver all keys to Landlord or Landlord's agent. If tenant fails to vacate premises upon termination, Tenant shall pay a sum equal to \$500 per day past the end of the Lease term. Tenant shall also compensate Landlord for any and all damages incurred by the landlord by virtue of the tenant's failure to vacate said Premises in accordance with the terms of this lease. The payment or acceptance of the rent after the expiration of the Lease shall not extend the lease.

8. 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 if any of the following occur: (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.

9. UTILITIES. Tenant shall place all required utilities in Tenant's name with the appropriate utility company prior to move in. Further, Tenant shall return the Utility Confirmation Worksheet (attached hereto) to Landlord prior to Landlord releasing delivery of keys.

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 ___ trash. 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 including pro-rated utilities for common area facilities if applicable. 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. In the event of a disconnect that ultimately requires a site visit by Landlord or Landlord's contractors; Tenant shall be responsible for a reconnection fee. 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 per utility service.

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 device. 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.

Notwithstanding the other provisions in this lease above, water/sewer, electric and gas service for the unit may be measured by a meter provided by the Landlord or utility provider. Tenant agrees to pay Landlord for water, sewer, storm water, municipal fixed water/sewer, gas, electric charges and other related charges to the leased Premises under the Lease. Water, sewer, storm water, municipal fixed water/sewer, gas, electric, and other related charges will be calculated on the basis of the effective rate structure of the utility providing service to the Landlord. Additionally, there will be a modest service charge included in the amount to compensate Guardian Water & Power (or Landlord designated metering company) and for its meter reading and billing costs.

10. PETS. If pets are to be permitted, a Pet Addendum shall be attached to this Lease and signed by Tenant and Landlord. Absent the Pet Addendum, there shall be no dogs, cats, or pets of any kind permitted in, on, or about the Premises, or adjoining common areas (even temporarily), without prior written consent from Landlord. If Landlord observes or otherwise determines in good faith Tenant has violated this aforementioned pet policy, Tenant will be charged a \$300 non-refundable pet fee in addition to \$25 per month per pet effective the first day of the Term. Additionally, charges may be made for defleaing, deodorizing, and/or shampooing, and/or other damages caused by the pet.

INSURANCE. Each Tenant is automatically enrolled in Landlord's Property Damage Liability Waiver Program (the "Waiver Program") at a cost of \$12.00 per month per Tenant. Participation in the Waiver Program: (i) waives a Tenant's obligation under the Lease to purchase and maintain liability insurance in the minimum amount of \$100,000.00; and (ii) waives each Tenant's obligation to indemnify the Landlord for damages arising from fire, smoke, explosion, water discharge or sewer backup caused by the Tenant's negligent acts or omissions in an amount up to \$100,000.00. A \$250 deductible is applicable per occurrence, paid by Tenant to Landlord.

The Waiver Program only waives a Tenant's liability to the Landlord and does not waive liability to any third parties. The Waiver Program only applies to accidental damage caused by a participating Tenant's negligent acts or omissions and does not apply to damages caused by deliberate or intentional acts or omissions. The Waiver Program is applicable up to \$100,000.00 in liability; any amount of liability in excess of \$100,000.00 remains subject to the terms of the Lease. Excluded from coverage are claims of bodily and personal injury, and damages resulting from or associated with a breach of the lease, including, but not limited to, damages caused by illegal substances and damages caused by intentional and/or malicious acts.

Participation in the Waiver Program may be cancelled by a Tenant at any time by providing Landlord with a certificate of insurance showing that Tenant has obtained property liability insurance as required by the Lease. The certificate of insurance must: (i) show a minimum of \$100,000.00 of liability coverage per incident for the perils of fire, smoke, explosion, water discharge, and sewer backup; (ii) identify the Landlord as an "Interested Party" with an address of PO Box 12367 Columbus, OH 43212; and (iii) correctly identify the Tenant's insured address. Tenant shall provide Landlord with a certificate of insurance showing the requisite coverage upon request. Landlord may place Tenant in the Waiver Program and charge Tenant additional rent of \$12.00 per month per person if, at any time during the term of the Lease, Tenant's insurance coverage is cancelled or lapses for any reason, or if the certificate of insurance provided does not contain the required information. Landlord may discontinue the Waiver Program at any time. Upon receiving notice of Landlord's election to discontinue the Waiver Program, Tenant shall obtain and maintain liability insurance; failure to obtain liability insurance is a breach of the Lease and Landlord may take all necessary action. If Tenant elects to withdraw from the Waiver Program, obtaining and maintaining liability insurance and presenting a valid certificate of insurance in the form described above is mandatory.

Notice to Tenants: If you elect to participate in the Waiver Program, such election only waives your obligation to indemnify the owner for accidental damages caused by your negligent acts or omissions as described herein. If you elect to participate in the Waiver Program, you are neither purchasing an insurance policy nor are you being listed as a named insured under any owner policy. The Waiver Program does not cover your personal property and is not applicable in the event of theft, burglary, vandalism, bodily injury or personal injury. The Waiver Program is neither designed to be your exclusive insurance policy for property damage, nor is it intended to replace your personal property or liability insurance policy.

11. 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 Landlord's sole discretion. In the event Landlord approves an assignment or sublease, Tenant shall pay to Landlord a lease alteration fee in the amount of \$300.00 to reimburse Landlord for the costs associated with said modification. Further, the security Deposit shall continue to be held by the Landlord to be processed within thirty (30) days after the expiration or any renewal of the Lease to the Tenant of record at that time. Any applicable exchange of security Deposit is to be coordinate directly between the departing Tenant and replacement Tenant independently of Landlord.

12. TENANT DUTIES: The Tenant shall:

- A. Keep the Premises safe and sanitary;
- B. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the Landlord;
- C. Keep all plumbing fixtures in the premises or used by the Tenant as clean as their condition permits and not block or back-up any plumbing in the premises. **If Landlord determines in their sole opinion that a plumbing backup is a result of the Tenant**

and of its occupants / guests, Landlord may elect to charge Tenant a repair fee. Please note the following common causes of plumbing blockage and back-up.

- Excessive hair introduced to the plumbing system;
- Putting excessive food scraps in the garbage disposal including egg shells and peelings;
- Flushing of non-flushable products down the drain or toilet such as facial tissues, napkins, etc;
- Pouring grease and fat down the drain. Grease will harden and clog plumbing.

D. Use and operate all electrical and plumbing fixtures properly;

E. Comply with the requirements on Tenant 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 his/her 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. Landlord shall supply Tenant with replacement furnace filters and expects Tenant to change the furnace filters at least once every three (3) months. Failure to do this may result in poor or ineffective heating and cooling of the Premises. **If Landlord is requested to service an improperly functioning heating and cooling system, and a dirty air filter is determined to source of the problem, Landlord may elect to charge Tenant a repair fee.**

H. Repair all damages caused by Tenant or their guests, included without limitation all broken glass, doors or windows;

I. Pay for all extermination costs caused by Tenant negligence or uncleanliness;

J. Promptly notify the 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 it's contractors to enter the Premises;

K. 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;

L. Not unreasonably withhold consent for Landlord or its agents to enter the Premises; In many instances, Landlord shall provide Tenant with 24 hour advance notice to enter Premises, however, there are certain instances where notice may not be provided. Please refer to the section of this lease titled WHEN THE LANDLORD MAY ENTER for additional clarification.

M. 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;

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

O. 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.

P. 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.

- Q. 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 in colder months. 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.
- R. 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.
- S. 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. and any repairs therefor shall be made at the sole cost and expense of Tenant;
- T. Tenant shall have the right to park in designated parking spaces, IF APPLICABLE, on the Premises provided the vehicle is actively insured and registered with all applicable government agencies. Landlord shall not be responsible for damage or loss of possessions left in Tenants car. Landlord shall not be responsible for damage to Tenants 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 Tenants 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.

13. LANDLORD'S DUTIES: The 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 applicable 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;
- F. Except in the case of emergency or other events outlined this Lease under the section titled "**WHEN THE LANDLORD MAY ENTER**" or if it is impractical to do so, give Tenant at least twenty-four (24) hours notice of intent to enter and enter only at reasonable times;
- G. Not abuse the right of access as described in this Lease;
- H. Furnish and repair smoke detectors as required by law.

14. 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, Tenant shall be deemed to have accepted the Premises in its **AS-IS WHERE IS** condition. Tenant shall use customary diligence 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 finish nail holes for picture hanging are permitted. Whenever possible Tenant shall use no damage wall hangers and less invasive wall hanger systems instead of nails or screws. No water furniture, kegs, antennas, additional phone or TV cable outlets, hard wired 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 excepted. 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.

15. WHEN THE LANDLORD MAY ENTER. Landlord and Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed in the following paragraph. If Tenant requests maintenance or repairs through email or Landlord's website, it shall be implied that Tenant hereby grants Landlord and/or its contractors permission to enter the Premises unless Tenant specifically calls the office and discuss alternative entry arrangements at the time the request is made. Special appointments are not our policy. (initials _____) If Landlord requests entry, a written notice (such as email, text message, and paper 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 into the Premises. Instead, Tenant shall notify Landlord of such requests to enter the Premises such that Landlord can have a representative on site to accompany such third party.

16. NON-LIABILITY. The Tenant acknowledges that any security measures provided by the Landlord shall not be treated by the Tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Tenant, the Tenants' guests, or occupants for injury, damage, or loss to person or property caused by (i) criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes, (ii) the acts of other Tenants of the Premises, or (iii) any other acts beyond Landlord's control. The Landlord shall not be liable to the 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 and any other injury occurring at the Premises. Tenant agrees to hold Landlord harmless from any and all liability by reason of personal injury to any person and for property damage occurring on, about or connected to the occupancy of use of the Premises. The Landlord has no duty to remove ice, sleet, or snow; Tenant shall be responsible for all ice, sleet, or snow. Notwithstanding, Landlord may remove ice, sleet, or snow in whole or in part, with or without notice, as a convenience to Tenant. If the Landlord's employees are requested to render services not contemplated in the Lease, the Tenant shall hold the Landlord harmless from all liability for same.

17. 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 Landlord, where not required by law, may discontinue any facilities, amenities, or such services rendered by the Landlord and furnished to several Tenants on a common basis, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for the Lease.

18. 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.

19. 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.

20. ENTIRE AGREEMENT. The Lease and attached Addenda listed in the following paragraph are the entire agreement 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.

21. ADDENDA. The following addenda and other provisions attached are a part of the Lease. (as indicated below) Such Addenda shall be considered incorporated as a part of the Lease.

<u>Addenda</u>	<u>Included Yes / No</u>
Inventory and Condition Form	YES
Pet Addendum	YES
Guaranty of Lease	
Lead Paint Brochure	YES
Utility Confirmation	YES

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. 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.

24. SMOKE DETECTORS. Tenant acknowledges that there are smoke detectors in the apartment that have been provided by management. It is Tenants' responsibility to check the smoke detectors and to replace the batteries as needed. **Tenant must not remove the batteries or disable the smoke detectors.** Tenant must promptly inform Landlord immediately of any defects or problems with smoke detectors.

25. DAMAGES. It is further understood and agreed by and between Landlord and Tenant that charges for damages will be made. Failure to pay these charges upon receipt of invoice thereof by Tenant is a default of payment of rent, and Landlord may then, without further demand, exercise any of its rights and remedies of default as provided above. 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:	\$125.00 each
F. Damaged carpet permanent:	\$22.00/ sq. yard
G. Unclean bathroom	\$135.00
H. Unclean kitchen	\$175.00
I. Unclean stove	\$85.00
J. Unclean refrigerator	\$85.00
K. Additional coats of paint	\$100.00 per room
L. Plumbing maintenance call	\$50.00 plus repairs
M. Broken Window	\$50.00 plus repairs
N. Damaged window blinds	\$65.00

26. GUARANTY. Nothing inserted

27. ADDITIONAL PROVISIONS.

28. BINDING EFFECT. The Lease is binding on the Landlord, the Tenant, and the guarantors and on their respective heirs, successors, executors, and administrators. The Consumer Sales Practices Act does not apply to the Lease.

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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 said Landlord and Tenant have executed the Lease on the day and year first written above. Tenant acknowledges receiving a copy of the executed lease.

Landlord/Agent (Print / Sign / Date)

Name and Address of Landlord/Agent:

Stratagem Management LLC
172 East 5th Ave
Columbus, Ohio 43201

**PLEASE ATTACH
A COPY OF YOUR
PHOTO ID**

Tenant's Signature

Date

S.S.N.

D.O.B

Phone #

Tenant's Signature

Date

S.S.N.

D.O.B

Phone #

Tenant's Signature

Date

S.S.N.

D.O.B

Phone #

Tenant's Signature

Date

S.S.N.

D.O.B

Phone #

Tenant's Signature

Date

S.S.N.

D.O.B

Phone

PET ADDENDUM

This Pet Addendum is entered into by and between Tenant and Landlord and is hereby incorporated into the Lease Agreement by this reference. It is hereby agreed by and between the Landlord and Tenant that the landlord will allow the tenant to have a pet in the designated premises under the following agreed terms:

Address: _____

_____ # of Cat(s): Spayed or Neutered with written verification from veterinarian

_____ # of Dog(s): Spayed or Neutered with verification from veterinarian
Must be licensed and up to date on all shots with verification from veterinarian

_____ Lbs. or under at full growth

_____ # Other: Any uncaged animal; ie. French Lop, Rabbits, Guinea Pigs, Reptiles

1. Description of pet: _____
(A photo will be taken of your pet and added to your resident file for identification purposes.)

2. Tenants(s) must initial the applicable box:

The Tenant agrees no animals will reside in residence.

The Tenant has a pet and will pay an additional \$300.00 non-refundable pet fee, plus pay an additional \$25.00 per pet monthly.

- 3. The pet will not be allowed outside the residence unless it is accompanied by the Tenant.
- 4. Pets must be curbed at all times and any mess must be cleaned up immediately by Tenant.
- 5. Any damage to the apartment building, grounds, flooring, walls, trim, finish, tiles, carpeting, stains, etc. will be the full responsibility of the Tenant. Tenant agrees to pay the cost involved to restore any damage to the original conditions. If, because of any such stains or chemicals to remove stain, said damage is such that it will not remove, the Tenant hereby agrees to pay the full cost and expense of replacing such materials.
- 6. It is further understood and agreed, the Tenant agrees to put the pet out for board for the balance of this Lease should it be necessary because of any noises, damage to building or apartment occupied, or any complaints from other residents regarding any of these items.

Tenant: _____

Date: _____

Landlord: _____

Date: _____

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

Lead Warning Statement

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. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date