

Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this [redacted]th day of [redacted], 20[redacted], by and between RDWE Investments II, LLC, (hereinafter referred to as "Landlord") and (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Lucas County, Ohio, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of twelve (12) months, such term beginning on [redacted], 20[redacted], and ending at 11:59 PM on [redacted], 20[redacted].

Table with 3 columns: Years, Term (in months), Rent Per Month (in dollars). Values: 1.0, 12, \$.

- 2. RENT. The rent for the term hereof [redacted] dollars 00/100 cents per month ([redacted]) payable on the 1st day of each month of the term, with the first installment to be paid upon the due execution of this Agreement. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand. In the event the term of the lease does not start on the first day of a month or end on the last day of the month, the rent will be prorated accordingly. Rent shall be paid in the form of a check made payable to:

RDWE Investments II, LLC and mailed to the attention of:

Rich Effler, Valle Homes & Valle Traditions; 4730 W. Bancroft #10; Toledo, OH 43615

- 3. DAMAGE DEPOSIT. Tenant has deposited with Landlord the sum of \$2,200, receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. Landlord may use part or all of the Damage Deposit to repair any damage to the Premise caused by the Tenant, Tenant's family, Tenant's pets, agents, and visitors to the Premise.
4. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of [redacted] adults and [redacted] child(ren), exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises, EXCEPT Water, Sewer, and Trash Fees. Water, Sewer, and Trash services shall remain in the Landlord's name. The Landlord will pay Water, Sewer, and Trash Fees directly and bill back the Tenant for actual costs incurred. The Landlord will present the Water, Sewer, and Trash reimbursement bill to the Tenant on a quarterly basis. Payment of that bill will be due with the following month's rent. Tenant has the right to request copies of actual receipts of Water, Trash, and Sewer Fees. The Landlord will not inflate costs for purposes of profit.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Pay rent on time;
 - (b) Pay for utilities in a timely manner where such utilities are supplied and billed directly to Tenant by a utility provider;
 - (c) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only; including snow and ice removal from Premises, including, but not limited to driveway and walkways) and leaf clean/pick-up of Premises. Tenant is also responsible for cutting the grass and maintaining the landscaping of the property. Shall keep all lots and yards free of unsightly materials as per Village Ordinance No. 2006-01.
 - (d) Keep that part of the premises that he/she occupies and uses safe and sanitary;
 - (e) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (f) Not obstruct or cover the windows or doors;
 - (g) Not leave windows or doors in an open position during any inclement weather;
 - (h) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (i) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - (j) Keep all air conditioning filters clean and free from dirt;
 - (k) Use and operate all electrical and plumbing fixtures properly;
 - (l) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - (m) Comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes;
 - (n) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents or neighbors' peaceful enjoyment of the premises;;
 - (o) 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;
 - (p) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

- (q) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (r) Conduct himself/herself and require persons in his/her household and persons on the premises with his/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 Revised Code, or in municipal ordinances that are substantially similar to any section in either of those Chapters, which relate to controlled substances;
- (s) Not provide accommodations for boarders or lodgers;
- (t) Obtain prior approval to maintain any animals or pets on the premises;
- (u) Be responsible for any damage to the premises beyond normal wear and tear due to an animal or pet that is on the premises with the consent of Tenant or a member of the household;
- (v) Notify Owner/Manager promptly of known need for repairs to the dwelling;
- (w) Refrain from illegal activity that impairs the physical or social environment of the dwelling.
- (x) Tenant shall not unreasonably withhold consent for Owner/Manager to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, or improvements, deliver parcels that are too large for Tenant's mail facilities, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- (y) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
- (z) Comply with the requirements imposed on tenants by all applicable state and local housing, health, and safety codes;
- (aa) FIREPLACES are for decorative purposes only. Fireplaces ARE NOT functional. Any use of fireplaces is strictly prohibited. Any damage associated with the use of a fireplace is 100% the responsibility of the Tenant.
- (bb) Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds on the premise without Landlord's prior written consent.
- (cc) THIS UNIT IS A NON-SMOKING UNIT. SMOKING INSIDE THE UNIT IS STRICTLY PROHIBITED.

In the event Tenants fails to keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement, Landlord may perform or pay to have any and all maintenance performed. All costs and fees associated with Landlord performing or paying to have maintenance performed shall be paid by Tenant, along with any fee for the time Landlord placed into remedying Tenant's failure to comply with said duties.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms. In the event that there is a major repair that must be completed by the Landlord, Tenant, having experience in construction and remodeling, shall have the option to submit a bid to complete the project. If Landlord accepts Tenant's bid, the amount of the bid will be subtracted from Tenant's rent upon completion of the project. If Landlord rejects the bid, Tenant shall not perform any repairs to the premises and any costs incurred from any unauthorized repairs shall be the sole responsibility of the Tenant and shall not be charged to Landlord.
13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms

and conditions hereof except that rent shall then be due and owing at per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Tenant also agrees to have all of the carpets in the home professionally cleaned upon surrender of the premises and shall provide the landlord with receipts for the cleaning. If the tenant does not have the carpet professionally cleaned, Landlord may deduct the cost of cleaning the carpets from the Damage Deposit.
17. **ANIMALS.** Unless otherwise agreed upon in writing, Tenant shall be entitled to keep no pets whatsoever on the Premises, Any pets on the premises will result in the immediate forfeiture of any damage deposit and charges for any cleaning of any damage the pet may cause on the premises. A pet fee of \$50 per month shall be due to the Landlord for any approved pets. We have been notified that the tenant has a small dog and have agreed to waive the monthly pet fee.
18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **LEGAL FEES:** In the event of any legal action by parties arising out of this Lease, the losing party shall pay the prevailing party reasonable attorney's fees and costs in addition to all other relief.
21. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement and remove the Tenant from the Premise.
22. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within seven (7) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of One Hundred DOLLARS (\$100). A "late fee" of Fifty DOLLARS (\$50) PER DAY shall be due to the Landlord for every day past the initial 7 day "late fee" of One Hundred DOLLARS (\$100). Checks returned due to insufficient funds shall be subject to the same late charge as outlined above regardless of the original date the check was written. The late fee shall be charged according to when actual payment to Landlord is received.
23. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so. If Tenant does abandon the property, Tenant agrees to automatically forfeit their damage deposit to Landlord.
24. **RIGHTS AND REMEDIES.** The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
25. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
26. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.
27. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

- 30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 31. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
- 32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

RDWE Investments II, LLC

 4730 W. Bancroft #10, Toledo, OH 43615 : Attn Rich Effler

If to Tenant to:

 Current address

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

As to Landlord this _____ day of _____, 20_____.

LANDLORD: RDWE Investments II, LLC

Sign: _____ Print: _____ Date: _____

As to Tenant, this _____ day of _____, 20_____.

TENANT ("Tenant"):

Sign: _____ Print: _____ Date: _____

TENANT ("Tenant"):

Sign: _____ Print: _____ Date: _____

Quick Reference Guide

Rental Address: 3783 Hillandale Road, Ottawa Hills, Ohio 43606 Unit 1

Rental Amount: \$_____per month due on the 1st of each month.

Rental Checks/Payments made out to: RDWE Investments II, LLC

Mail Rental Checks to: Rich Effler
4730 W. Bancroft, #10
Toledo, OH 43615

Questions Concerns Contact Information: Name: Rich Effler
Phone: 419-343-9944
Email: rich@vallehomes.com