Real Estate Lease

This Lease Agreement (this “Lease”) is dated September 1, 2021, by and between TD Erie Street Properties LLC, (“Landlord”), and (“tenant”). The Parties agree as follows:

**Premises**: Landlord, in consideration of timely lease payments as provided in this Lease, leases to Tenant and residential unit located at:

178 Brunswick Drive, apartment D, Elyria, Ohio 44035 (the “premises”)

**Lease Term/Renewal**: The terms of this Lease shall be for the period of month to month begin on September 1, 2021, and terminate upon a 30 day written notice by either party (landlord or tenant). Notices of changes or termination by either party must be received in writing no later than 30 days prior to the end of the term or renewal term.

**Lease Payments**: Tenant shall pay to Landlord lease payments of $625, payable in advance on the first day of each month. Lease payments shall be made to Landlord at Fifth Third Bank, unless an agent, authorized to receive payments, has been designated by the Landlord. Payment address may change upon notification of the Landlord. Slips are available at bank location stated above*, Account name TD Erie ST Properties, LLC and* ***account number 7525002635 should be added to the slip with payment along with your name****.*

**Security Deposit**: At the time of the signing of this Lease, Tenant shall pay to the Landlord, in trust, a security deposit of $625, to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.

**Possession**: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove all goods and effects belonging to tenant and peaceably yield possession of the Premises to Landlord in like condition as when delivered to Tenant, ordinary wear and tear excepted.

**Use of Premises/Absences**: Tenant shall occupy and use the Premises as a residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**Occupants:** No more than 1 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained. Regardless of the proximity of the Premises to any school, preschool, or childcare center, Tenant shall not permit any person to occupy the Premises as a tenant, resident, occupant or guest for any period of time if such person’s name appears on any agency’s registry of sex-offenders or child-victim offenders or if such person has ever been convicted of, or pleaded guilty to a sexually-oriented offense or child-victim offense. If tenant violates this provision, then Landlord may elect to terminate the Lease and tenancy of the Tenant and all occupants and retake possession through an eviction action. Landlord need not provide any additional notice to Tenant other than required by applicable law.

**Pets:** Pets are not permitted and if found to be on premises an eviction notice will immediately follow.

**Concealed Carry Permit:** Tenant must inform property manager if in possession of a concealed carry permit.

**Furnishings:** The following furnishings are provided by the Landlord: Electric Stove, Refrigerator, dishwasher, air conditioner, blinds. Tenant shall return said items, in whole, at the expiration or termination of the Lease in like condition as when delivered to Tenant and in good working order, ordinary wear and tear excepted. Carpet must be cleaned by a professional, otherwise landlord will have it cleaned and it will be deducted from the security deposit. A receipt must be provided of said services. Tenant **may not** change the apartment in any way including hanging TV's on walls, painting, flooring, doors, holes in walls. Grills are not permitted on balconies.

**Parking:** Tenant shall be entitled to use 1 parking space(s) for the purpose of parking passenger motor vehicle(s). All vehicles parked (for an extended period) in the lot, must be on record with the Landlord. All vehicles must be maintained in good running order and properly licensed, no storage of disabled vehicles will be permitted. Commercial vehicles must have prior Landlord approval.

**Storage:** Tenant shall be entitled to store items of personal property within the leased unit located at 178 Brunswick Drive, Apartment D, Elyria, Ohio 44035 during the term lease. Landlord shall not be liable for loss of, or damage to, such stored items.

**Additional Storage:** NONE

**Property Insurance:** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and all property located on the Premises.

**Keys:** Tenant will be given 1 key(s) to the Premises. All keys must be returned to Landlord at Lease termination or Tenant will be charged for Locksmith Services.

**Lockout:** If Tenant becomes locked out of the Premises, tenant shall be charged for Locksmith Services to regain entry. If maintenance is called, a $40 fee will be charged per instance.

**Maintenance:** Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for: No Exceptions.

**Utilities and Services:** Tenant shall be responsible for the following utilities and service in connection with the Premises: Electric. Utilities shall be changed over into tenant’s name within 3 days of signing lease unless specific arrangements are made with property manager. Tenant must provide proof of utility changeover.

Tenant acknowledges the Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those paid directly to the utility company furnishing the service. Ohio Edison is electric carrier, phone number (800)633-4766.

**Taxes:** Taxes attributed to the Premises or the use of the Premises shall be allocated as follows:

 *Real Estate Taxes*: Landlord shall pay all real estate taxes and assessments for the Premises.

 *Personal Taxes*: Landlord shall pay all personal taxes and any other charges which may be levied against the Premises. Along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

**Landlord** will comply with all applicable building, housing, health, and safety codes. Furthermore, landlord will make all repairs and take all reasonable action to put and keep the premises in a fit and habitable condition as well as keep all common areas of the premises safe and sanitary. The property will be maintained in a safe, working order including all electrical, plumbing, sanitary, heating, ventilating, and air conditioning, fixtures and appliances, and elevators if applicable. Trash receptacles will be provided and maintained.

**Termination upon Sale of Premises:** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days written notice to Tenant that the Premises have been sold.

**Habitability:** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and agreed that lease payments are fair and reasonable. If the condition changes so that, in Tenant’s opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

**Defaults:** Tenant shall be in default of the Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any obligation within 5 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord’s rights to damages. In the alternative, Landlord may elect to cure any defaults and the cost of such action shall be added to Tenant’s financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant’s defaults. All sums of money or charges required to be paid by tenant under this Lease shall be additional rent, whether such sums or charges are designated as “additional rent”. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**Late Payments:** For each payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of *$50.00* accessed the 1st day after the due date.

**Holdover:** If Tenant maintains possession of the Premises for any reason after termination of this Lease (“Holdover Period”), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

**Cumulative Rights:** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**Non-Sufficient Funds:** Tenant shall be charged $50.00 for each payment that is returned to Landlord for lack of sufficient funds.

By signing below, each party acknowledges receipt of a copy of this agreement.

**Landlord:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_