

1. **PARTIES.** This Lease contract is between you, the resident(s) _____ and Legends Pointe Ohio LLP. You are renting Apartment Number # _____ at _____, **Canton, Ohio 44709** for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we", "us" and "our" refer to Legends Pointe Ohio LLP. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

Name _____ D.O.B (dd/mm/yyyy) _____

Name _____ D.O.B (dd/mm/yyyy) _____

3. **LEASE TERM.** The initial term of the Lease Contract begins on _____ and ends at midnight the last day of _____. Please inform us prior to your lease end date if you require your lease to be extended. _____

4. **RENT AND CHARGES.** You will pay \$ _____ per month for rent, payable in advance and without demand at the on-site manager's office payable to Legends Pointe Ohio LLP. One full month rent is due prior to move-in. Prorated rent of \$ _____ is due _____ the first of the first full month for the period beginning and ending. Additionally, any funds obtained as a "last month's rent" will carry over to any lease renewal and will be applied to the actual last month of residency. Any interest earned while any "last month's rent" is in our possession is income to us and is our property. Your monthly rent includes parking, a maximum of two vehicles per suite. You must obtain written permission for any additional vehicles and an extra cost will be incurred by Lessee for any additional vehicles.

You must pay your rent on or before the first day of each month (due date). Cash is unacceptable without our written permission. We may, at our option, require at any time that you pay all rent and other sums with a certified or cashier's check, money order or one monthly check rather than multiple checks. If you don't pay all rent and utility charges (if applicable) on or before the sixth day of the month you will pay a late fee of \$30.00; an additional late fee of: \$30.00 will be charged if rent is paid after the 12th; \$60.00 will be charged if rent is paid after the 15th. If you are delinquent, payments will be applied to late charges, utilities, and any other outstanding charges first, then rent. If this results in a rent balance, (even a partial rent balance for the month), late charges will continue to be assessed until all rent and other charges are paid in full. You will also pay a charge \$40.00 for each returned check, plus initial and daily late charges from due date until we receive acceptable payment. You agree that this charge will be considered additional rent. If you do not pay rent on time, you will be delinquent and we will be entitled to enforce all remedies available under this Lease Contract.

5. **SECURITY DEPOSIT.** The total deposit for your apartment is \$ _____ due on or before the date this Lease Contract is signed.

You agree this deposit and any unearned rent may be deposited, as collected, directly into our account. Any interest earned while it is in our possession is income to us and is our property. We will mail you your Social Deposit Refund (less lawful deductions) no later than thirty days after surrender or abandonment, unless statutes provide otherwise.

You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you have been in default for non-payment for rent for three (3) consecutive days or any utility for the apartment not connected in our name has been disconnected or terminated; or (4) you have not responded for three (3) days to our notice left on the main entry door, stating that we consider the apartment abandoned.

Surrender or abandonment ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deductions; and remove property left in the apartment. Surrender, abandonment and eviction affect your rights to property left in the apartment, but does not affect our mitigation obligations.

In the event of a sale or transfer of the property, we will assign your deposit to the new owner. In such event we will be relieved from further liability and you will look solely to the new owner for return of your deposit. The return of your Security Deposit is subject to the following:

1. The full term of this Lease Contract (or any subsequent renewals) has expired.
2. There is no damage to your apartment unit.
3. Your apartment is left clean.
4. Rent and additional charges, including utility charges and attorney fees, have been paid full.
5. All keys are returned at the time you move out of your apartment.

The cost of labor and materials for any cleaning and repairs and delinquent payments along with any attorney fees shall be deemed rent and will be deducted from the security deposit. The Security Deposit Refund shall be made by check payable to all persons signing this Lease Contract. We will mail a written list of the damages for which the Security Deposit or any portion thereof is withheld and any refund to your last known address. Our right to possession of the premises for non-payment of rent or any other reason shall not be affected by the fact that we hold your deposit. Your liability is not limited to the amount of the Security Deposit. At the time of or prior to you vacating the apartment, you will schedule an appointment with us for inspection of the premises. If you do not schedule a move-out inspection, we will determine that you do not desire to be present and we will not be required to give any subsequent notice pertaining to the inspection, and inspection will take place after you have vacated.

YOUR SECURITY DEPOSIT CANNOT BE USED FOR RENT FOR ANY MONTH OF THIS LEASE TERM.

6. **APPLICATION.** This application for this Lease Contract and all representations made by you in the application are hereby made a part of this Lease Contract. You warrant the information provided by you in the application is true. If it is not true, we may, at our option terminate this Lease Contract.
7. **KEYS.** You will be provided _____ apartment key(s), _____ mailbox key(s) _____, building entry key(s)/key card(s) and _____ other key(s) for _____.

Fees

Lockout \$20.00
(Must be on Lease and have proof of identity)
Additional key \$20.00
Lock Rekey \$45.00

8. **UTILITIES.** We will pay for the following items: Hot Water only. You will pay for all other utilities, related to deposits and any charges, fees or services on utility bills connected in your name. **You are obligated to NOT waste any of the utilities that we are paying for.** For example, you must not leave faucets on while not in use or while you are not home, you must immediately report any leaky faucets/running toilets. If we determine, in our sole discretion, that you are using excessive utilities, you will be charged an additional fee of \$100.00.

No additional appliances or high energy consuming electronics can be added to your apartment unit. If any are found in your unit, you will be charged an additional monthly fee of \$100.00 per each device.

- 9. REAL ESTATE AGENCY DISCLOSURE.** You understand the Leasing Consultant is an Owners Agent and is acting on behalf of the Owner. You Acknowledge the Leasing Consultant made this disclosure prior to first showing the property.
- 10. INSURANCE.** WE MUST GET RENTER'S INSURANCE FOR LOSSES DUE TO THEFT, FIRE, WATER DAMAGE AND THE LIKE. LOSS OR DAMAGE TO YOUR FURNISHINGS, PERSONAL EFFECT OR VEHICLE IS NOT COVERED BY "OUR" INSURANCE.

Non-Liability for Property Damage. You agree that all of your property in your apartment or elsewhere in the building shall be kept at your risk and you will carry insurance, as you feel necessary. You further agree we (including any of our employees) will not be liable for any damages to your property or to the property of any other person(s) occupying or visiting your apartment or building. This includes damage resulting from any part of the building becoming out of repair, broken pipes, sewage, or due to storms, gas, electricity, water, rain or snow which may leak or flow from any part of the building. You further agree we (or any of our employees) will not be liable for any damages arising from any acts of negligence, by us, our agents, employees or other occupants.

Non-Liability for Personal Injury. We shall not be liable for any injury to you or any authorized co-resident, guest or invitees, occurring within the apartment community, even if said damages or injuries are alleged to be the fault of or caused by the negligence, or carelessness or fault of us.

- 11. PARTIAL PAYMENT.** You are required to make all rent payments in full, however, our receipt of rental payments of less than the amount stated in this Lease Contract shall be deemed a partial payment on that months account. Our acceptance of a partial payment does not constitute accord and satisfaction, nor will our acceptance of a partial payment forfeit our right to collect the balance due, despite any endorsement, stipulation or statement on the check. We may accept any partial payment check with any conditional endorsement without prejudice to our right to recover the balance remaining due or to pursue any other remedy available under this Lease Contract. Any such partial payment shall be accepted with reservation.
- 12. PET POLICY.** There are no pets allowed in the units or on the premises. Failure to comply will result in eviction and damages caused by the pet to the unit or premises will be charged to you.
- 13. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence of you or your guests or occupants. We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding sums you owe is not a waiver.
- 14. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning or a previous resident's holding over, we are not responsible for the delay. The lease Contract will remain in force subject to; (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment. If there is a delay and we have not given notice of the delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(a) If we give written notice to any of you when or after the Lease Contract begins - and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready of a specific date - you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.

(b) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within three (3) days after any of you receive written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. The new date may not be moved to an earlier date unless you and we agree.

- 15. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, you hereby authorize us to release it.
- 16. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. You acknowledge receipt of these rules, which are an addendum to this Lease Contract, which includes federal lead hazard information.

PLEASE PRINT THIS ENTIRE DOCUMENT AFTER FILLING OUT THE FIELDS TO SIGN HARD COPY.

Your Initials _____ Initials of our Rep _____

- 17. TERMINATION OF LEASE BY LEASEE.** Lessee understands and agrees that should Lessee terminate this lease agreement by vacating the premises or otherwise prior to the expiration date hereof, Lessor will incur damages as a result thereof, the exact amount of which is difficult to ascertain. Therefore, the parties hereto agree that in the event of such early termination by Lessee, that Lessee shall pay to Lessor as liquidated damages the amount equivalent to TWO months rent, said amount to be due and payable to Lessor at the time of said early termination. As additional liquidated damages, Lessee's security deposit herein will be forfeited and retained by Lessor. Lessee shall be responsible for any damages, unpaid rent, late fees and other charges to the premises and cleaning charge incurred as a result of this tenancy and these charges will be in addition to the termination fees stated herein. If this paragraph conflicts with any other terms of this lease, then the terms of this paragraph shall prevail.
- 18. SMOKE DETECTORS.** We will furnish smoke detectors as required by statute, and will test them and provide working batteries when you first take possession of the apartment . After that, you must pay for and replace the batteries, as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior written notice to you. You must immediately report smoke-detector malfunctions to us. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke or water.
- 19. CRIME OR EMERGENCY.** Dial 911 or immediately call local medical emergency, fire or police personnel in case of accident, fire, smoke, or suspected criminal activity involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage or loss to person(s) or property caused by criminal conduct of other persons, including theft burglary, assault, vandalism or other crimes. We are not obligated to furnish security personnel, security lighting, security gates or fences or other forms of security unless required by statute. We are not responsible for obtaining criminal-history checks on any residents, occupants, guest or contractors in the apartment community. If you or any occupant or guest is affected by a crime you must make a written report to our representative and to the appropriate law-enforcement agency. You must furnish with the law-enforcement agency's incident report number upon request.

- 20. CONDITION OF PREMISES AND ALTERATIONS.** You must accept the apartment, fixtures and furniture (if applicable) as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. Within 48 hours after move-in, you must give us written notice of any defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe and good working condition.
- 21. REPAIRS AND WORKORDERS.** If you or any occupant needs to send a notice or request - for example, for repairs, installations, services or security related matters - it must be in writing to our designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts or crime in progress). Our written notes on your oral request do not constitute a written request from you. Our complying with or responding to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health or safety. IF YOU DO NOT NOTIFY US, WE MAY CHARGE YOU ADDITIONAL COSTS INCURRED BY US AS A RESULT OF ANY INACTION. We may change or install utility lines or equipment servicing the apartment if the work is done reasonably without increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water or similar cause, you must notify our representative immediately. We will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part. If we believe that fire or catastrophic damage is substantial on that performance of needed repairs poses a danger to you we may terminate this Lease Contract by giving you a ten (10) day written notice.
- 22. ACCESS TO YOUR APARTMENT.** If you or any guest or occupant is present, then repairmen, servicemen or our representatives may peacefully enter the apartment for the purposes listed below. If nobody is in the apartment, then repairmen, servicemen, or our representatives may enter peacefully and at reasonable times without prior notice by duplicate or master key (or by breaking a window or other means when necessary) in case of sudden emergency. Resident cannot unreasonably withhold access to the Landlord if:
- (a) Entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detectors batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment or security devices, removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise, removing health or safety hazards (including hazardous materials); or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; inspecting when immediate danger to person(s) or property is reasonably suspected; to conduct monthly walkthrough and utility audits; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; or showing apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers/tenants or insurance agents; and the like.
- Additionally we will be conducting monthly inspections of your unit and you will be given at least 24 hours notice before we enter your unit.
- 23. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any

resident constitute notice to all residents and occupants. Notices and request from any resident or occupant (including notices of Lease Contract termination, repair request and entry permissions) constitute notice from all residents. Your security deposit refund check will be made payable to all residents; however, the check and any deduction itemization may be mailed to one resident only.

- 24. ASSIGNMENT AND SUB-LETTING.** You may not assign this Lease Contract or sublet your apartment under any circumstances.
- 25. DEFAULT BY RESIDENT.** You will be in default if: (1) you don't pay rent or other amounts that you owe; (2) you or any guest or occupant violates this Lease Contract or apartment rules included in the "Welcome To Your New Home" addendum, or fire, safety, health or criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested for a felony offense involving possession, manufacture or delivery of a controlled substance, marijuana or drug paraphernalia; (6) any illegal drugs or paraphernalia are found in your apartment ; or (7) any other reason allowed by common law or statute. You further covenant and agree that the premises during the term of this Lease Contract shall be exclusively for lawful and moral purposes, and not part of the premises shall be used in a manner whatsoever for any purposes in violation of any laws of the United States of America, the State of Ohio or the ordinances of any City, and you will save and hold us harmless from any such violation. You further covenant and agree that neither you nor members of your family or any persons connected with the occupancy of the demised premises will indulge in any immoral, disorderly or unlawful act or use the demised premises for any commercial venture whatsoever. After you cause a default, we can, at our discretion, require you to pay last month's rent in advance as a condition of reinstating this Lease Contract.

Eviction. If you default, we may end your right of occupancy by giving you a written notice to vacate. Notice may be by; (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery to the apartment or any occupant over 16-years old; or (5) affixing the notice to the apartment's main entry door. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance does not waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time does not waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent; (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you have not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you are judicially evicted or move out when we demand because you have defaulted.

Attorney Fees and Other Costs. In the event we employ an Attorney because you are in default or breach of this Lease Contract, you agree to pay a reasonable attorney's fee equal to one-third of all sums owed by you, but in any event not less than \$300, together with all costs and expenses incurred by us. Attorney fees, court costs, as well as, any other changes or damages shall be considered additional rent due.

Collection. If you default, move-out and leave a balance due to us, we will report all unpaid amounts to credit agencies. We may, at our option, assign this unpaid debt to a collection agency that will contact you

directly. You authorize owner or agent of owner (or owner's collection agency if necessary) to obtain your (and any resident listed on this Lease Contract) consumer credit report, which owner or owners agent may use if attempting to collect past due rent payments, late fees, or other charges from resident(s), both during the term of this Lease Contract and thereafter. Late charges are liquidated damages for our time, inconvenience and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collections-agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

- 26. HOLDOVER.** You or any occupant must not holdover beyond the term of this Lease Contract. If a holdover occurs, this Lease Contract will automatically renew on a month-to-month basis and you agree to pay the then market rate rent, plus an additional month-to-month charge of \$100.00 until a new Lease Contract is signed.
- 27. MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representation or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel and employees) have no authority to waive, amend or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our employees will be considered a waiver of any subsequent violation, default or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Exercising one remedy will not constitute an election or waiver of other remedies. All remedies are cumulative. No employee is personally liable for any of our contractual, statutory or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of the initials invalidates this Lease Contract. All provisions regarding our non-liability and non-duty apply to our employees. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.
- 28. NOTICES.** You agree that notices authorized or required to be given to us shall be in writing and shall be delivered in person or by certified mail. We agree all notices or demands authorized or required to be given to you shall be in writing and shall be delivered in person, or left with anyone at the premises, or delivered by regular mail or posted either on the front door of your apartment or in a conspicuous place within your building.
- 29. PAYMENTS.** At our option and without notice, we may apply money received first to your non-rent obligations, then to rent - regardless of notations on checks or money orders and regardless of when the obligations arise. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.
- 30. MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early. The move-out date in your notice must be the last day of the month. We must receive your move-out notice at least sixty (60) days prior to your move-out date.

- 31. MOVE-OUT PROCEDURES.** The move-out date cannot be changed unless we and you both agree in writing. You shall not apply any security deposit to rent. You will not stay beyond the date you are supposed to move out. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- 32. TENANT RESPONSIBILITIES.** The tenant is responsible for damage to mini blinds. If found to be damaged, we have the right to replace them at the tenant's expense. The tenant is responsible for the replacement of light bulbs, ceiling fan lights and exhaust fan lights. Clogged drains and toilets will be repaired at the tenant's expense. All waste should be disposed of in a garbage can.
- 33. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports and storage rooms. If you do not clean adequately, you will be liable for reasonable cleaning charges - including charges for cleaning carpets, blinds, furniture, wall, etc... that are soiled beyond normal wear.
- 34. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages or charges. Any statements or estimates by our representative or us are subject to our correction, modification or disapproval before refunding or accounting.
- 35. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You will be liable for the following charges, if applicable; unpaid rent; unpaid utilities; un-reimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse; including stickers, scratches, tears, burn, stains or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant are missing a key (must be on Lease and have proof of identity); unreturned keys; missing or burned out light bulbs; removing or re-keying unauthorized security devices or alarm systems; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; pet related charges; government fees or fines against us for violation (by you, your occupants or guests) of local ordinances relating to smoke detectors, false alarms, recycling, any other matter; late-payment and return-check charges; a charge for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.
- 36. SEVERABILITY.** We agree and affirm none of the provisions of this Lease Contract are dependent on the validity of any other provision.

37. LEASE COPIES AND ADDENDUMS. This Lease Contract has been executed in multiple copies, one for you and one for us. The items checked below are attached to this Lease Contract and made a part hereof and are binding even if not initialed or signed. The first addendum is a list of rules of the community, and a complete reprint of the federally required pamphlet, "Protect Your Family From Lead In Your Home".

Rules and Community.

Federally required pamphlet "Protect Your Family From Lead In Your Home" (as reprinted in the back of the "Welcome To Your New Home" handout).

Federally required Lessor Disclosure, Agent Statement, and Lessee Acknowledgement of information on lead based paint and lead based paint hazards.

Additional Lease Contract Guaranty from third party Guarantor.

Parking permit or sticker. Quantity _____

Parking Agreement Addendum

Other _____

Other _____

PLEASE PRINT THIS ENTIRE DOCUMENT AFTER FILLING OUT THE FIELDS TO SIGN HARD COPY.

Resident or Resident(s) (all sign below):

_____ (Date) (dd/mm/yyyy): _____

_____ (Date) (dd/mm/yyyy): _____

This Lease supersedes any other lease agreement

Agent signing on behalf of Legends Pointe Ohio LLP:

Enter into this _____ Day of _____, 20 ____

***SPECIAL CONCESSIONS: Tenant is accepting the apartment in "as-is" condition**

You are legally bounded by this document. Please read it carefully. Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

You are entitled to a copy of this Lease Contract after it is fully signed.

LEASE ADDENDUM FOR CRIME-FREE & DRUG FREE HOUSING

In consideration of the execution of renewal of a lease agreement of the dwelling unit identified in said lease agreement manager or owner and resident agree to follow:

1. Resident and any members of the Residents household, or guest, invitee, or any other person under the residents control shall not engage in criminal activity, including drug related criminal activity on or near the resident premises. "Drug related criminal activity" shall be defined as the illegal manufacture, sale distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substances as defined in Section 102 of the Controlled Substance Act - 21 USC > 8021.
2. Residents or any member of the residents household or guest, invitee, or any other person under the residents control shall not engage or facilitate in criminal activity, including drug related criminal activity on or near the residents premises.
3. Residents or any member of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, a guest, or invitee.
4. Residents, or any member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location. Whether on or near the Residents premises or otherwise.
5. Residents or any member of the household Residents or any member of the Residents household or guest, invitee, or any other person under the residents control shall not engage in acts of violence or threats of violence including, but not limited to the unlawful discharge of firearms on or near the residents premises.
6. Violation of any provision shall constitute a material violence of the lease agreement and shall be deemed good and just cause for the termination of tenancy. A single violation of the any provisions of this addendum shall be deemed a serious violation and a material non-compliance with the lease agreement. It is understood and agreed that a single violation shall be good cause for the termination of the lease. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of evidence.
7. In case of conflict between any provisions of this addendum and any other provisions contained within the Lease Agreement, the provisions of this Addendum shall govern.

This Lease Addendum is hereby incorporated in to the Lease Agreement executed or renewed this day by and between Manager or Owner and the Resident.

PLEASE PRINT THIS ENTIRE DOCUMENT AFTER FILLING OUT THE FIELDS TO SIGN HARD COPY.

Lease Consultant

Date (dd/mm/yyyy)

Resident

Date (dd/mm/yyyy)

Resident

Date (dd/mm/yyyy)

LEGENDS POINTE APARTMENTS

RE: New Pest Policy

Dear Renter,

This is a formal notification that you have accepted the new pest policy in place by Legends Pointe Ohio LLP the terms of the new procedures are stated below:

- All renters are responsible for purchasing a bed frame and mattress.
- In section 16 of the lease, if a mattress is found on the floor it will be considered a violation of the community rules.

At Legends Pointe Ohio LLP, we have an exterminator named Richard, who can be contacted at 330-605-5654. He has many years of experience in dealing with pests of various kinds. He has inspected, treated and deemed the unit to be pest free at this time. All aspects of the building have been treated and inspected on a regular basis. All surrounding apartments have been treated and have been certified to be pest free. If there are pests found in the apartment after you have moved in, you will be responsible for paying for all cost for terminating such pests. Failure to comply with the rules will lead to eviction and possible charges for damages.

By signing this letter, you have read and agreed to the rules set by Legends Pointe Ohio LLP. You are also aware that failure to comply with these rules will ultimately lead to an eviction and charges for damages if left untreated.

Thank you,

Legends Pointe Apartments Management

PLEASE PRINT THIS ENTIRE DOCUMENT AFTER FILLING OUT THE FIELDS TO SIGN HARD COPY.

Print Name

Signature

Date (dd/mm/yyyy)

LEGENDS POINTE APARTMENTS

To all incoming tenants:

Please be advised that you have 48 hours from the day you sign your lease to call and have the electric switched over into your name. failure to do so is a violation of Rule 8 of your lease.

Please call AEP at 1-800-672-2231 to ge the electric switched.

Once switched. You **MUST** notify the rent office with the new account number.

Thank you,

Management

RULES AND REGULATIONS FOR GUEST CONDUCT

Residents: _____

Building & Suite # _____

I (we) understand and agree to the following, which shall serve as rules, and regulations governing my (our) conduct as tenant as provided in this lease agreement signed on

_____.

- Excessive noise in the hallways and public areas (i.e. lobby, laundry room, etc.) is not permitted.
- Acts of vandalism and property abuse by tenants or any persons for whom they are responsible including but not limited to damaging lighting, stripping wallpaper and graffiti are not permitted and can result in immediate lease termination and/or notification to local authorities. Tenants and all persons for whom a tenant is responsible and acceptable manner in the use of the community's public and amenity areas (i.e. playground area, gazebo, picnic tables, parking lot, etc.) to ensure the quiet enjoyment of other tenants. This includes congregating in public areas or roaming hallways.
- Management reserves the right to interview tenants with respect to the number of persons for whom the tenant will be responsible irrespective of considerations of familial status or handicap.
- Tenants shall sign the accompanying Rules and Regulations of Conduct Form governing tenants and persons for whom they are responsible.

I am (we are) responsible for the behavior of all guests and family, and will ensure that these individual will not create disturbances, including, but not limited to interfering with other tenants quiet enjoyment participating in any form of rowdiness; destroying property, and/or engaging in any form of vandalism of the said premises.

I am (we are) responsible for the ensuring that (our) guests and persons for whom, I am (we are) responsible will not create any other noise or other audible nuisances that disturb my fellow tenants.

I am (we are) responsible for ensuring that my (our) guests and persons for whom I am (we are) responsible will neither engage in, nor participate in, any form of vandalism or destruction of the leasehold premises or common areas.

In the event that my (our) guest or persons for whom I am (we are) responsible violate any of the above building guidelines, I (we) understand that the managing agent has the right to:

1. Initiate eviction proceedings.
2. Collect money for damages caused by guest and or persons for whom I am (we) are responsible.
3. File a formal complaint with the local authorities.

PLEASE PRINT THIS ENTIRE DOCUMENT AFTER FILLING OUT THE FIELDS TO SIGN HARD COPY.

Tenant Signature

Date (dd/mm/yyyy)

Tenant Signature

Date (dd/mm/yyyy)