

RENTAL AND LEASE AGREEMENT

COPY

This lease is made _____, 201__ between Loveland Holdings, LLC., an Ohio Limited Liability Company, with mailing address of 423 Wards Corner Rd STE F, Loveland Ohio 45140 herein called “Lessor” or “Owner”, and the Tenant(s), and co-signer(s) who sign the lease and/or addendum(s). “Tenant” or “Lessee” refers to each person (and/or co-signer) on this lease, if group arrangements, all persons in the group are also referred to as “Tenant (s)” or “Lessee (s)”. The controlling document will be referred to as “Lease”, “Rental Agreement, and/or “Lease Agreement” the rental premises shall be referred to as “Dwelling”, “Demised or Leased Premises.” The Lessor’s Agent is Brick Street Properties, LLC. (“Agent” or “Manager”).

Mail correspondence to:
Brick Street Properties, LLC.
423 Wards Corner Rd, STE F
Loveland, OH 45140

Manager Contact Information:
Management
Brick Street Properties, LLC.
Business Office (M-F 9am-5pm)
brickstreetproperties@gmail.com

Emergency Maintenance Contact

Leased Premises address: _____, Oxford OH 45056

Unit#: _____

Terms of Lease:

Length of Base, Lease Term: One School Year Beginning: 8/24/1 Ending 5/13/1

Total Base Lease Payment* \$ _____ Installments (2)* \$ _____ per Installment (\$ _____ pp/Inst if split by 6)– due Aug 1, 201 and Dec 1, 201

Security Deposit** \$2,400 Due at lease signing (\$400 per person if split by 6)

Optional Summer Term Storage or Occupancy Available - \$300 Storage or \$600 full Summer Occupancy (see addendum)

****All Payments should be made payable to: Brick Street Properties, LLC. and mailed to above address.**

NAMES OF TENANTS - PLEASE PRINT CLEARLY - **all sections required. Separate Tenant Information Sheet also Required.

| | |
|---|----------------------------|
| 1. Name (Main Contact for Group): _____ | 2. Name: _____ |
| Social Security #: _____ | Social Security #: _____ |
| Cell (local) Phone#: _____ | Cell (local) Phone#: _____ |
| Email: _____ | Email: _____ |

| | |
|----------------------------|----------------------------|
| 3. Name: _____ | 4. Name: _____ |
| Social Security #: _____ | Social Security #: _____ |
| Cell (local) Phone#: _____ | Cell (local) Phone#: _____ |
| Email: _____ | Email: _____ |

| | |
|----------------------------|----------------------------|
| 5. Name: _____ | 6. Name: _____ |
| Social Security #: _____ | Social Security #: _____ |
| Cell (local) Phone#: _____ | Cell (local) Phone#: _____ |
| Email: _____ | Email: _____ |

* Additional late fees may apply. ** If damage and/or utility costs exceed the security deposit, the Lessor reserves the right to collect additional monies equal to the amount of damages and/or utility costs plus legal fees if applicable.

A. TERMS OF LEASE

This lease grants to tenants the quiet enjoyment of the dwelling including free, open and reasonable access and use of the property subject to the owners right to payment for its use and assurances that the property will be properly

maintained and used so as not to be damaged or harm others. In the spirit of these rights and obligation the parties agree to abide by all the terms of this lease whether explicitly stated or implied and as set forth as follows:

1. Use: Tenants may use the unit for normal residential purposes only. State law prohibits use of residential apartments for business or gainful enterprise. All rooms of Leased Premises must be kept in a clean and sanitary condition at all times. Sanitary condition is determined at the discretion of the Lessor. Garbage and all trash must be placed in plastic trash bags and put in designated containers. Littering anywhere on property, and Smoking within dwelling and porches, is strictly forbidden. Cans or bags are to be put out every week on trash day.
2. Tenants Liability: The Tenants hereby agree that they are jointly and severally liable for the performance of all obligations created by this contract or imposed by law. Each tenant guarantees the faithful performance of this contract by all other tenants and agrees to pay the full amount of stipulated rent no matter how many occupants remain in the Dwelling. It is expressly understood that this Lease is for the entire Term regardless of whether Tenant(s) is transferred, ceases to be enrolled in school, or for any other reason is unable to occupy or continue occupying the Premises.
3. Acceptance of Condition: Tenant(s) acknowledges and agrees that no representations, written or verbal have been made by the Lessor or it's agent(s) as to any repairs or improvements that will be made to the property prior to Tenant(s) occupancy. Tenant(s) further acknowledge that they have inspected the Leased Premises (Dwelling) and accept it in its present condition. A final walk through will be made at move-in and a move-in checklist must be signed by one tenant accepting Dwelling is similar to the condition at lease signing. Taking possession of keys at move-in is also acceptance of the condition of the Dwelling in its present state and no further cleaning will be made after move-in, nor repair of damages that existed at move in except those integral to the structure, mechanicals or appliances. At move-in a damage exclusion waiver is provided and must be turned in within 5 days of key possession which allows tenants to exclude prior existing damages so they are not charged at move-out, examples of such are worn or permanently stained spots on carpets, or dings in walls.
4. Security Deposit: The Security deposit ("Deposit") indicated above is to be paid at the time this agreement is signed. Said Deposit is to be held by the Lessor and shall not be applied toward any due rent payment, but may be held by the Lessor as partial liquidated damages in the event of default. Such deposit shall not be a trust fund but may be co-mingled with the general funds of Lessor, and no interest shall be payable in respect thereof. If Tenant(s) are delinquent in payment of rent, damage fees, late fees or other payments due for any reason prior to the end of the lease term, the Deposit will be forfeited. The forfeiture of the Deposit in no way excuses the Tenant of the obligations created by this lease or imposed by law. Within 30 days after the completion of the Lease Term, the Security Deposit shall be returned to the tenants, less any amounts due for damages suffered to the premises and less any other amounts due to the Lessor as herein agreed. Any such deductions shall be itemized by the Lessor and delivered to the Tenant(s) with the balance due. The Tenant(s) shall provide the Lessor a self addressed, stamped envelope with which this written notice and remaining Deposit balance may be sent (Only one check shall be mailed to group leader and postage deducted if these are not provided). All Deposits are held and returned by the Lessor.
5. Rent Payments: The annual rent payment is split into two installment payments, half of the total rent is due AUGUST 1 AND the second half is due DECEMBER 1 of the year the term commences in.
6. Late Fees: Any Tenant whose payment, for rent or any other invoice due, is more than five (5) days overdue will be charged a minimum of \$25 + \$5 per day thereafter. Any Tenant(s), who is going to receive financial aid to pay their rent, must supply an official "Landlord's Letter" officially issued by the Miami University Financial Aid Department by the rent due date. Rent must be paid in full to occupy. Landlord reserves the right to deny possession of the Leased Premises at the commencement of the Lease Term if the rent is not paid in full.
7. NSF Checks: Non-sufficient fund bank returned checks must be replaced by a money order or cashiers check PLUS a \$30 service charge, PLUS APPROPRIATE LATE FEE, calculated from date the new payment is received. Payment of the late charge shall not cure any default of this Lease by Tenant(s), nor shall the Lessor's acceptance of past due or late charges be considered a waiver of any default of Tenant(s), including Lessor's

right to eviction proceedings.

8. Indemnification of Lessor. To the extent permitted by law, Lessor and its agents shall not be liable for any damage or injury to Lessee(s), or any other person, or to any property, occurring on the demised premises, surrounding property, or any part thereof. Lessee(s) agree(s) to indemnify and hold Lessor, its owners, and its agents harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fees which Lessor may incur in defending said claim.
9. Assignment and Subletting. Lessee(s) shall not sublet any portion of the demised premises. Further Lessee(s) shall not assign this lease without prior written consent of Lessor, which shall not be unreasonably withheld. Demised Premises shall not house any person other than those named in this agreement. Any “guest” who stays in the unit for more than five (5) days without the approval of the owner is a violation. Any such assignment, subletting, or guest housing without the prior written consent shall be void and a breach of contract, subjecting all tenants to eviction. Lessor may assign their rights and obligations of this Lease in the event of sale of the Leased Premises, or for any other reason at their discretion.
10. Service & Maintenance Requests & Non-Emergency Damage Reporting – MUST BE MADE IN WRITING, by email (preferred) brickstreetproperties@gmail.com, or mail, so that we can keep record of requests made and ensure that they have been addressed. Emergency Repairs, by their urgent nature, should be called in as described and defined below.
 - a. Any and all damages, regardless of cause, must be reported to Lessor immediately. Non-Emergency damage should be reported in writing within one business day via email. Our normal business hours are Monday thru Friday 9am-5pm EST. Landlord’s Agent will reply within two business days and make repairs as needed, as quickly as they can be scheduled with appropriate contractors and government permitting.
11. Emergency Repair Calls – In the event of a MAINTENANCE EMERGENCY, DEFINED AS; one in which either Leased Premises will suffer further damage or loss if a situation goes uncorrected, please CALL OUR EMERGENCY MAINTENANCE LINE noted at top of page one (and within rental unit) as this may change from time to time. Call 911 first for Fire or any other life threatening event! Lessee(s) are responsible for any damage incurred to the Leased Premises including that which is the result of failing to quickly report a serious maintenance issue, such as a water leak, that resulted in more damage than would have occurred if it had been reported and dealt with immediately.
 - a. Lessee(s) further agree to only call outside of business hours with true MAINTENANCE & DAMAGE EMERGENCYS. Improper calls will result in a \$25 per call fee, immediately billable or deductible from security deposit at the discretion of Lessor.
 - b. Examples that ARE TRUE emergency maintenance events include but are not limited to: fire; wind/storm/earthquake damage to roof, windows or other primary structure; water leaks not controllable by bucket, roof leaks, or flooding, unsecured exterior doors or broken windows. Heat failure (if outside temps below 50 degrees)
 - c. Examples that are NOT emergencies include, but are not limited to: dripping faucet or slowly dripping sink drain pipe (please catch drips with a bucket or shut off water line to sink). Power or other Utility Outages – call the utility company. Issues with: Doors/handsets, Appliances, Water-heater (unless leaking large amounts of water onto wood/carpet floor), Clogged Drains or Toilets (stop using and call plumber), Lockouts or stuck/unable to open doors (call a locksmith these are tenant responsibility anyway), Air Conditioning, Vandalism (call Police and file report, then email to notify Landlord; except where damage results in an emergency defined repair needed such as broken window, etc), Non Emergency Damages (email immediately though), and any billing or general lease/home questions.
12. Lockouts & Exterior Door Maintenance – Regular maintenance and repair of exterior doors, locks and handsets is agreed to be the responsibility of tenants. Use and abuse of doors is the leading cause of misaligned locks & doors, handsets breaking, and other issues that can make it hard to open or close doors, therefore tenants agree to maintain doors, mainly by using them gently, and are responsible when repairs or services of a locksmith for

gaining access from a lockout or otherwise stuck door is required. If a door is stuck or they are locked out the tenant must call a professional locksmith (many are found in the phonebook with 24hr availability) to regain entry and must pay said contractor at time of service. Tenant then after calling locksmith should only email to notify the Lessor of this occurrence so it can be documented during business hours, Lockouts or stuck doors are NOT a Lessor Emergency and the emergency and office phone numbers should NOT be called outside of business hours. Any repair or replacement of lock or handset must be done to match the original keys so as to not affect continuous entry rights of Lessor. Tenants should NEVER kick open or otherwise force open a locked door, doing so will likely cause major damages from broken door frames, trim, and drywall damaged, dents in the door and repainting needed and the inability to re-secure the building as required by this lease. Any damage from forcing a door open will need to be immediately repaired and the cost will be the responsibility of and immediately payable by the tenants.

13. Controlled substance seizures: Under state law, a lawful seizure from any unit of any illegal object or substance, including drugs, constitutes unlawful possession of the unit by that tenant and are grounds for an eviction and a violation of the terms of this lease.
14. Destroyed or Unlivable: Should fire, storm, or other causes severely damage said Leased Premises so as to make them untenable, this lease shall cease and terminate from date of said damage. Should plumbing, heating, or mechanical failure or other issue cause the Premises to be untenable or some utilities unusable for a period less than 30 days, the Lease shall continue, but Lessor is NOT liable for Tenants costs of other housing while repairs are completed nor any other damages or expenses incurred by Tenant. The Lessor shall not be liable to Lessee(s) in any way and it is further noted that Lessor's property insurance only covers the structure itself and DOES NOT cover any of Tenants' belongings or losses (see section 15).
15. Tenant's personal Insurance: Tenant is not obligated to purchase renter's insurance BUT must look to renter's insurance (and is encouraged to carry such) for any protection from losses customarily covered by renter's insurance including but not limited to damage to tenant's personal belongings or loss of use of the Dwelling, loss from insects, pests, fire, water, deluge, overflow, water damage of any sort, wind, vandalism, theft, malfunction, breakdown including same related to appliances, plumbing, HVAC, or security system or lock thereof. As a result, Tenant waives any and all claims of these sorts against the Lessor and Manager(s) or Agent(s) of Lessor.
16. Lessee(s) agree to deliver Leased Premises at the end of this term in as good order, repair, and cleanliness as when first received, natural wear and tear excepted.
17. Checking out of Premises: Tenant will move out of unit at 12:00 midnight on the date the lease ends. If tenant moves out after this time, Tenant shall be liable to Lessor for any resulting losses, including rent, court costs, & attorney's fees. A charge of \$35 will be assessed for each hour Tenant remains after 12:00 am last day of lease.
18. Tenant agrees to observe and abide by all rules and regulations which are hereafter made a part of this lease and to observe all reasonable rules and regulations which may be promulgated in the future, in writing, by the lessor:
 - a) NO PETS shall be allowed at any time. There will be a \$500.00 charge for unauthorized pets plus a charge of \$10.00 per day from discovery until removal of animal PLUS any damage costs.
 - b) The sidewalks, driveway, public alley, entry passages, halls, public corridors and stairways shall not be obstructed by the tenants or used by them for any purpose other than ingress or egress.
 - c) No tenants or their guests shall cause excessive noise or disturbances at any time, and no loud radio, television, or stereo before 8:00 a.m. or after 10:00 p.m. Tenants shall abide by local noise and sound ordinances.
 - d) No additional locks (or replacement of existing lock resulting in a different key) shall be put upon any door or locks changed in any way without written consent of lessor or his agent.
 - e) Tenants shall make no changes of any nature in the dwelling unit, including painting, redecoration, removal of doors, replacement or re-keying of locks, and installation of storm doors, without first obtaining written consent from the lessor or his agent. No remnant, or hard backed carpets or rugs are allowed at any time.

- f) The lessor or his agent shall have the right to enter said premises at any reasonable time to examine the premises, make such repairs, additions, or alterations as may be necessary for the safety, comfort, and preservation of said building, and to enter-said premises at any reasonable time to repair or improve lessor's adjoining property.
- g) Tenants shall not do any act which would violate or increase the fire insurance policy on said premises, nor to use or store on or near the unit any flammable or explosive substances
- h) All refuse and recyclable must be contained and disposed of properly as prescribed by law. Any refuse and recyclable improperly disposed of will be cleaned up by the lessor or its agent and the cost charged back to the tenant.
- i) No plastic tack, adhesive tape of any kind, or any kind of peel and stick on self adhesive type hooks, hangers, holders or deodorizers, shall be placed on any surface in said premises. At no time shall tenant apply glow in the dark self adhesive objects to any surfaces in said premises or any other type of peel and stick items. Any installation of any type of item requiring boring of holes and the use of mechanical anchors of any type requires the written permission of the landlord or agent. No holes larger than a pencil head. Any damage caused by any item mentioned in this paragraph will be repaired and charged to the tenants.
- j) Tenants shall be responsible for the replacement of smoke alarm batteries which expire during their tenancy, and for the replacement costs of any fire extinguisher which is discharged or loses pressure during said tenancy.
- k) Responsibility for normal household maintenance shall fall upon the tenants, including the replacement of Light bulbs, fuses, aerators, and furnace and air conditioning filters, care and cleaning of plumbing fixtures and appliances. Tenants are to maintain the subject property in a clean, sanitary and uncluttered manor with all trash disposed of in designated containers. Mildew and Mold are common in all houses, especially shower and tub areas, where none was present at move in it is the responsibility of Tenant to clean away and remove any that should grow and appear during their term. Tenant agrees to take care to prevent mold and mildew by making best efforts to properly ventilate baths and not allow wet towels/mats to lay on the floors as well as regularly and thoroughly clean the bathroom. It is the tenants' responsibility to promptly notify LESSOR OR AGENT of any maintenance and repairs needed or damage done to the property as soon as they are noticed by the tenant.
- l) Tenants are responsible for snow and Ice removal.
- m) Tenants shall under no circumstance turn the heat off completely in said premises during the winter months. When departing for break or vacation, tenants shall set their thermostats at no lower than 55 degrees. If any damage occurs as a result of the tenant not maintaining an adequate level of heat the resulting damages, i.e. burst pipes and water damages, as well as any other related costs becomes the responsibility of the lessee.
- n) No Waterbeds or water containing furniture, aquariums, etc. without the prior written consent of Lessor.
- o) All lofts must be free standing and padded in such a way to eliminate scratching of floors and walls. Under no circumstances are lofts to be attached to file floors, walls or ceilings. All lofts are in no way to block windows or any other means of fire escape. All lofts are to be removed from said premises by tenants at the end of the lease or removal will be at the tenants' expense.
- p) No upholstered furniture or furniture intended for interior use is permitted on the exterior of the property; such items will be hauled away at the tenant's expense. Only lawn furniture will be permitted for use on exterior of dwellings.
- q) No one is allowed at any time on the roof of said premises. If someone is found on the roof immediate action will be taken. Any damages resulting from being on the roof will be charged to the tenant of said premises.
- r) No keg parties of any kind or keg equipment at any time is allowed.
- s) Tenant(s) understand that paper towels, feminine products, condoms, sanitary wipes, and other obstructing objects are not to be flushed down the toilet. Tenants will be held responsible for any any repair costs associated with flushed foreign objects clogging any plumbing pipes.
- t) Tenants are responsible for all plumbing drain maintenance as clogs simply come from use and are a part of regular maintenance, specifically, the cost for a plumbing contractor to clear or repair toilets, sink or shower drains that are slow draining or clogged is the responsibility of the tenants and may either be required to be paid directly to the contractor at the time of service or a contractor hired by Lessor may be used and Lessor shall bill the Tenant with payment due within two weeks of invoice. Clogs and slow drains, along with dripping faucets and most plumbing issues are also NOT emergencies where Lessor should be contacted after business hours, however if you wish you may contact a plumber of your own choosing after hours, and

then please just report the repair along with the copy of the work order/receipt by email to Lessor so that it can be documented in the file later.

- u) If garbage disposals need to be cleaned out or replaced due to improper use tenant(s) will be charged.
 - v) There will be no early move-ins for any reason. Move-in date is stated on page 1 of the lease.
 - w) There is NO SMOKING WITHIN PROPERTY AT ANY TIME. Any signs of smoking by tenant or their guests can result in full forfeiture of deposit and any further damages charged to tenants.
 - x) The landlord does not provide window treatments. If tenant(s) chooses to furnish their own window treatments they may ask for Lessor approval for a professional contractor to install or lessor if available.
 - y) Tenants are not to clean carpet themselves it must be done professionally by someone approved by Lessor at the tenant's expense or deducted from deposit.
19. All tenants and their visitors or guests will conduct themselves in a mannerly fashion and shall be respectful to their neighbors, and all laws, failure to do so could result in eviction. "Visitors" or "Guests" are defined as any individuals on the demised premises property, if an individual is not an invited or wanted guest, tenant is advised to call police.
20. Tenants agree to pay for any damages done to demised premises, including grounds, during this lease term that are caused by tenant's actions or negligence, or actions or negligence of any Visitors or Guests. Damages are to be construed as any items that were not noted on the move-in occupancy inspection report. Damages include, but are not limited to, burns in carpets, nicks in walls, abandoned furniture and trash that must be hauled away, missing or broken windows, screens, smoke detectors, or fire extinguishers (their discharge), excessive abuse to carpets and other floor coverings due to a lack of normal maintenance. Non-cleanable stains or gum in carpets or flooring shall be charged on a pro-rated basis on a five-year replacement straight line depreciation; painted surfaces are pro-rated on a three year basis.
21. In the event one or more of the tenants named in this lease desires to vacate the premises, the Lessor shall NOT have any obligation to find a suitable sublease of the premises. The vacating, or remaining tenants may find a replacement/sublease, which must sign on the lease and have approval by the Lessor. ALL tenants signed on this lease shall be jointly and severally responsible for all obligations (including unpaid rent) under this lease agreement. Any assistance given in securing replacement tenants by the lessor shall in no way excuse the tenants rent obligation or any other obligations enumerated herein. If the lessor is able to secure a sublease, there will be one fourth of one semester's rent, fee charged for this service.
22. All necessary utilities shall be provided by the tenant at their own expense. The tenant assumes sole responsibility for telephone, internet and all utility services including, but not limited to, interior wiring and equipment.
23. The tenant or tenants agree to pay for all cleaning necessary (including sanitization and deep cleaning of carpet) to bring said premises to a condition satisfactory for a new tenant and equal to the condition dwelling was provided at move-in. Said cleaning to be charged to tenants on a labor and material basis and to be itemized on the security deposit transmittal form. It is agreed by the tenant that these charges are to be deducted from their security deposit or damage deposit prior to its return.

CERTAIN DAMAGES, IN THE EXPERIENCE OF LANDLORD, OCCUR WITH REGULARITY, AND TENANT(S) AGREES TO THE FOLLOWING MINIMUM CHARGES FOR SUCH DAMAGES:

| | |
|--|----------|
| Extermination of bugs or other infestations: | \$125.00 |
| Clean plugged drains/disposals due to Tenant(s) misuse per drain | \$160.00 |
| Keys not turned in/lost, including mailbox key, per key: | \$30.00 |
| Re-key door lock, per lock: | \$70.00 |
| Replace door lock, per lock: | \$150.00 |
| Clean furnace coils (caused from not replacing furnace filters): | \$175.00 |
| Repair or replace screen insert: | \$50.00 |
| Repair or replace storm insert: | \$76.00 |

| | |
|--|---------------------|
| Replace blind each (if applicable): | \$48.00 |
| Replace doorstop each: | \$7.50 |
| Replace light bulb each: | \$4.00 |
| Replace stove drip pan: | \$25.00 |
| Replace stove trim ring: | \$20.00 |
| Replace smoke alarm (battery operated) : | \$25.00 |
| Replace smoke alarm (electric): | \$60.00 |
| Replace fire extinguisher: | \$35.00 |
| Recharge fire extinguisher: | \$25.00 |
| Replace smoke alarm battery, each: | \$10.00 |
| Replace carbon monoxide detector: | \$60.00 |
| Replace carbon monoxide sensor battery: | \$40.00 |
| Replace towel bar: | \$27.00 |
| Repair closet door track: | \$50.00 |
| Replace closet door: | \$150.00 |
| Replace bedroom door: | \$175.00 |
| Replace light cover: | \$35.00 |
| Replace bathroom sink: | \$75.00-\$350.00 |
| Replace cabinet/vanity door: | \$150.00 |
| Replace front door frame: | \$125.00-\$375.00 |
| Replace front door and frame: | Cost of Replacement |
| Remove trash or other items from premises (per load): | \$97.00 |
| Clean dirt/carpet per room: | \$55.00 |
| Carpet burns and stains: | Cost of Replacement |
| Vinyl burns/tears: | Cost of Replacement |
| Cleaning of any kitchen appliance each: | \$70.00 |
| Cleaning bathroom: | \$60.00 |
| Clean kitchen cabinets, countertop, sink, etc. (Excluding appliances): | \$50.00 |
| Paint per gallon: | \$35.00 |
| Painting per room: | \$225.00 |

ALL ITEMS LISTED ABOVE ARE CHARGED TO TENANT AT HIGHER OF ACTUAL OR STATED MINIMUM OF TOTAL REPAIR (LABOR AND MATERIAL). AT MOVE OUT IF ANY REPAIRS ARE NEEDED THE MINIMUM TOTAL WILL BE \$60.

24. If after 10 days from the beginning of this lease agreement through ten days after the termination of this lease, an extermination service is necessary to rid the premises of bugs, cockroaches, rodents, or other infestations, then the cost thereof shall be paid by the tenants or if this lease agreement terminated, then shall be charged to tenants damage deposit.
25. NOTICE: This agreement is not automatically renewable- If the tenant desires to negotiate for renewal of this lease, tenant must notify the landlord and a new lease must be signed. The terms of the new lease shall be as agreed upon by the landlord and tenant for the new term, and shall not necessarily be the same as the old lease. In the event this is a month-to-month lease, tenant must give landlord 60 days notice in writing before vacating the premises.
26. Maximum Occupancy: There will be no more than 6 people occupying the above named property.
26. Right of Entry: The Lessor, its contractors, or agents have the right to show the Leased Premises at reasonable times to prospective new tenants and may post For Rent signs that are not to be removed. Further Lessor may sell the Leased Premises at any time and as such Lessor, its employees, or agents may show the Leased Premises at reasonable times to prospective buyers and buyers agents as well as post For Sale signs that may not be removed.
27. Realtor Disclosure: This property is NOT owned by a Realtor.

- 28. Attorney's Fees: In case suit should be brought for recovery of the demised premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the demised premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
- 29. Choice of Law: This lease shall be governed by the laws of the State of Ohio, and all disputes shall be subject to the jurisdiction of the Courts of Clermont County, Ohio.
- 30. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. This agreement supersedes any previous written or oral agreement between their parties or their predecessors.
- 31. Lead Warning Statement: Housing built before 1978 may contain lead-base 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 repainting pre-1978 housing, lessors must disclose the presence of lead-paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.
- 32. We the undersigned jointly and severally agree that we are each 18 years of age or older and that we will perform all the covenants of the lease herein.

33. I have fully read, agree to all the terms here within and have received a copy of this lease;

Lessees (signature & date):

- 1.) _____
- 2.) _____
- 3.) _____
- 4.) _____
- 5.) _____
- 6.) _____

For and on behalf of Lessor: _____
 Justin Greiwe - Member
 Loveland Holdings, LLC.

For Lessor's Agent: _____
 Justin Greiwe - President
 Brick Street Properties, LLC.

Brick Street Properties, LLC

LEASE APPLICATION – TENANT INFORMATION SHEET

This must be completed by EACH Tenant and returned to our office before or with Signed Lease App.

PLEASE PRINT LEGIBLY!

RENTAL PROPERTY ADDRESS: _____

NAME: _____ DATE OF BIRTH: _____

CURRENT ADDRESS (where you are living now): _____

CELL PHONE #: _____ E-MAIL: _____@miamioh.edu

DRIVER'S LICENSE #: _____ Make/Model/Color of vehicle: _____

SOCIAL SECURITY# (or PASSPORT# IF S.S# IS NOT APPLICABLE): _____

SCHOOL LEVEL During Lease Term: SO. JR. SR. GRAD. (Please circle one)

All semester rents are due and collected August 1st and December 1st with the exception of those on Landlord approved Financial Aid Extension per the lease agreement. Failure to make payments on these dates will result in delays with your ability to take occupancy of the property, late fees will be collected, tenants evicted, and/or additional legal action.

IN CASE OF EMERGENCY, ILLNESS OR ACCIDENT PLEASE NOTIFY: Do not list individuals living in the same residence (i.e. girlfriend, boyfriend, or housemate).

Primary contact: NAME: _____ RELATIONSHIP: _____

ADDRESS: _____
STREET CITY STATE ZIP

HOME PH#: _____ WORK PH#: _____ CELL#: _____ EMAIL: _____

Alternate contact: NAME: _____ RELATIONSHIP: _____

ADDRESS: _____
STREET CITY STATE ZIP

HOME PH#: _____ WORK PH#: _____ CELL#: _____ EMAIL: _____

PARENTS/LEGAL GUARDIANS INFORMATION: This information must be provided. If this information is the same as above please state that below:

NAME: _____ RELATIONSHIP: _____

ADDRESS: _____
STREET CITY STATE ZIP

HOME PH#: _____ WORK PH#: _____ CELL#: _____ EMAIL: _____

NAMES OF ROOMMATES: _____

The undersigned does hereby state and swear that all information contained herein is true and accurate. Providing false, incomplete and misleading information in this form shall be cause for immediate termination of any subsequent lease agreement and/or occupancy at the option of the Lessor. Lessor is granted permission to gather information regarding applicant and to verify the validity of all information contained in the application, including the conduction of credit reports, before, during and after occupancy. Employers, landlords, references and others are hereby granted full permission to release any information requested by Lessor. Applicant's withdrawal of this form after submission may result in the retention of all or part of the posted security deposit as liquidated damages. Submit this form to Brick Street Properties, LLC by mail, fax, or scanned email.

SIGNATURE: _____ DATE: _____

Additional Info: _____

RENTAL AND LEASE ADDENDUM – EXTENSION OF LEASE TERM DATES

****Can be added at time of original lease signing, or at any time before April 25, 2014.**

THIS ADDENDUM IS HEREBY ADDED AND MADE A PART OF THE ORIGINAL “RENTAL AND LEASE AGREEMENT” SIGNED ON _____, THIS ADDENDUM IS MADE TODAY: _____, 201_____ between Loveland Holdings, LLC., an Ohio Limited Liability Company, located at PO BOX 561, Loveland Ohio 45140 herein called “Lessor” or “Owner”, and the Tenant(s), of the original lease, whom have resigned below. “Tenant” or “Lessee” refers to each person (and/or co-signer) on this lease, if group arrangements, all persons in the group are also referred to as “Tenant (s)” or “Lessee (s)”. The controlling document is the original Rental and Lease Agreement and will be referred to as “Lease”, “Rental Agreement, and/or “Lease Agreement” the rental premises shall be referred to as “Dwelling”, “Demised or Leased Premises.” The Lessor’s Agent is Brick Street Properties, LLC.

This document incorporates by reference all the terms and conditions of the original Lease.

Mail correspondence to:
Brick Street Properties, LLC.
423 Wards Corner Rd, STE F
Loveland, OH 45140

Manager Contact Information:
Justin Greiwe
Brick Street Properties, LLC.

brickstreetproperties@gmail.com

Business Office (M-F 9am-5pm)

Leased Premises address : _____, Oxford OH 45056 Unit#: _____

EXTENSION OF LENGTH of Lease:
THE LEASE TERM LENGTH IS HEREBY EXTENDED TO AN EARLIER START DATE:
Beginning approximately May 19, 2017 (TBD), approximately 3 months additional lease term with usage rights per option selected below:

Summer Option 1: X **Full Summer Occupancy \$600 total for entire summer, Due May 1 2017.** Utilities must be maintained throughout this additional term period

Or
Summer Option 2: _____ **Summer Storage Only, no occupancy. \$300 total for entire summer, Due May 1 2017.**

****All Payments should be made payable to: Brick Street Properties, LLC. and mailed to above address or delivered at occupancy/key exchange, (please have a bank certified/cashiers check if paying the day of occupancy)**

I have fully read, agree to all the terms here within and have received a copy of this lease;

- Lessees (signature & date): (Min. 1 required)
- 1.) _____
 - 2.) _____
 - 3.) _____
 - 4.) _____
 - 5.) _____
 - 6.) _____

For and on behalf of Lessor: _____

Justin Greiwe - President
Loveland Holdings, LLC.

Following page(s) only applicable when instructed by Lessor to be filled out.

ADDENDUM 1 – Financial Aid/Scholarship

1. Should any Lessee (tenant) be receiving financial aid or scholarship that is to be used to pay their rent payments, it is understood by the Lessor that the University/Scholarship Dispersing agency may not disperse said payment to the Lessee before the Rent Due dates noted on the Rental and Lease Agreement. As such;
 - a. Any Lessee that is affected by this must obtain from the University Financial Aid office a letter OR statement confirming that they are receiving a payment that is to be used for housing, AND note the approximate date the disbursement to the Lessee should occur by. The financial aid office regularly issues such letters,
 - b. Each individual Lessee that this applies to must make a “Request for Rent Extension Due to Financial Aid” in writing to the Lessor’s Agent Brick Street Properties. The request along with the above documentation (or copy thereof) must be emailed or mailed to, and received by, Lessor (Brick Street Properties LLC) by or before the Rent Due dates (August 1 and December 1). A request for Financial Aid must be made and re-approved each semester, before the normal rent due date.
 - c. Payment should then be forwarded in full to the Lessor within three (3) business days of receiving the financial aid/scholarship funds, not to exceed three (3) business days after the first day of classes.
 - d. If the above is completed then no late fees will be accessed by Lessor and the payment will be considered paid on time.

I have fully read, and agree to all the terms of this addendum and by signing below it becomes a part of the original Rental and Lease Agreement

Lessees (signature & date):

- 1.) _____
- 2.) _____
- 3.) _____
- 4.) _____
- 5.) _____
- 6.) _____

For Lessor/Owner: _____
 Justin Greiwe - Member
 Loveland Holdings, LLC.

For Lessor’s Agent: _____
 Justin Greiwe - President
 Brick Street Properties, LLC.