

# TD Limited LLC

c/o Davidson Law Offices Co., L.P.A.  
127 North Second Street, P.O. Box 567  
Hamilton, OH 45011  
(513) 868-7100

## MODIFICATION OF "STANDARD LEASE" AGREEMENT

The Landlord, TD Limited LLC, and the Tenant, \_\_\_\_\_ (collectively "the Parties") hereby extend the Term and Rent provisions of their "Standard Lease" Agreement dated June 11, 2012 and signed by the Parties on June 11, 2012, for the Premises known as 518 S. Main #0, Oxford, Ohio 45056, as follows:

**2. TERM.** The term of this lease shall continue from 12:00 noon on May 19, 2014 and shall continue through May 18, 2015.

**3. RENT.** Tenant shall pay Landlord Five Hundred dollars (\$500.00) for the summer term of May 19, 2014 to August 20, 2014 due on or before May 1, 2014; and, Seven Thousand dollars (\$7,000.00) in two (2) equal payments of Thirty-five hundred dollars (\$3,500.00) each, on or before August 1, 2014 and December 1, 2014. All rent, deposits and other payments shall be made payable to TD Limited, LLC.

Every other term of the "Standard Lease" Agreement dated June 11, 2012, and signed by the parties on June 11, 2012, not inconsistent with this modification, including Addenda and Exhibits to Addenda, shall remain in effect, during the Term of this Lease modification as if fully rewritten here.

TENANT SIGNATURE/DATE

04/10/14

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

*Susan E. Rooney*

4-18-14

\_\_\_\_\_  
Agent for TD Limited LLC, Landlord

\_\_\_\_\_  
Date

"STANDARD LEASE" AGREEMENT

1. PARTIES. This standard lease (hereinafter "Lease") is made at Oxford, Butler County, Ohio on JUNE 11 20 12 by and between the Landlord **TD Limited LLC** (hereinafter "Landlord") and the Tenants \_\_\_\_\_, (hereinafter

"Tenants") for the Lease of the Premises located at 518 S. MAIN ST., APT # 0 Oxford, Ohio (hereinafter "Premises"). Premises do not include N/A. The occupancy level of the Premises is 2 (fill in number of occupants) and is in accordance with housing, health and zoning regulations, and is limited to the parties of this Lease, persons acquiring legal rights of occupancy hereunder. The Landlord's Agent is:

Any notices or correspondence shall be sent to: TD Limited LLC, c/o Davidson Law Offices Co., LPA, 127 N. Second St.; P.O. Box 567, Hamilton, OH 45011  
PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

2. TERM. The term of this Lease shall begin at 12:00 noon on AUGUST 8, 2012 and ending at 12:00 noon on MAY 13, 2013

If Landlord cannot deliver property:  
If Landlord is unable for any reason to deliver possession of the Premises upon commencement of the Lease, Landlord shall provide written notice to Tenant(s) with Landlord's statement of the date the Premises will be available for possession. Tenant(s) may choose to (1) cancel the Lease, in which event all monies (security deposit, rent, etc.) will be returned to Tenant(s); or (2) accept occupancy at the later date, in which event Landlord will prorate the rent to the date upon which occupancy is available and return to Tenant(s) all unearned rent.

Obligations if student leaves or never takes occupancy:  
It is expressly understood that this Lease is for the entire Term regardless of whether the Tenant(s) is transferred, ceases to be enrolled in college or university in Oxford, Ohio, or for any other reason is unable to occupy or continue occupying the Premises. Accordingly, the Tenant(s) obligation pay rent hereunder (and the Guarantor's, if any, obligation to ensure payment of the same) shall continue for the entire time Term of the Lease and until all sums due Landlord hereunder have been paid in full.

RENEWAL AND HOLDOVER: This Lease will not automatically renew. Each Tenant shall pay Three Hundred Dollars (\$300.00) rent each day Tenant(s) occupies the Premises or otherwise holds over the expiration of the Lease Term.

PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

3. RENT. Tenant(s) shall pay Landlord the sum of SEVEN THOUSAND ----Dollars (\$ 7,000.00) consideration for this Lease Term.

Payment for rent of said Premises shall be made in 2 payments as follows:

\$ \$ 3500 on or before AUGUST 1, 2012

\$ \$ 3500 on or before DECEMBER 1, 2012

\$ \_\_\_\_\_ on or before \_\_\_\_\_

NO ADDITIONAL BILLINGS OR STATEMENTS WILL BE MAILED.

All rent, deposits, and other payments shall be made payable to: **TD Limited LLC**, c/o Davidson Law Offices Co. LPA, 127 N. Second Street; P.O. Box 567 Hamilton, Ohio 45011 unless otherwise notified by mail from Davidson Law Offices Co. LPA.

Late Charges:  
Late rental payments shall be subject to late charge when more than five (5) days past due of \$ 20.00 plus \$ 20.00 per day thereafter. The total amount of late fees shall not exceed the total amount of late rent.

Rent 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 as agreed to in Section 3 has not been paid in full.

Insufficient funds:  
Any rental payments made by check shall be charged a handling fee of Fifty Dollars (\$50.00) if the check is returned unpaid. Payment of the late charge shall not cure any default of this Lease by Tenant(s), nor shall Landlord's acceptance of rent past due or late charges be considered a waiver of any default of Tenant(s), including Landlord's right to eviction proceedings.

Failure to pay:  
Any failure by Tenant(s) to pay rent when due, shall at the option of the Landlord terminate all rights of Tenant(s) hereunder. In the event that Tenant(s) shall be absent from Premises for a period of ten (10) consecutive days while in default of rent for at least fifteen (15) days, Tenant(s) shall, at the option of Landlord, be deemed to have abandoned the Premises and any property left shall be considered abandoned and may be disposed of by Landlord as he shall see fit. All property on Premises is hereby subject to a lien on favor of Landlord for payment off all sums due hereunder to the maximum extent allowed by law.  
PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

4. JOINT AND SEVERAL LIABILITY. Each Tenant under this Lease is jointly and severally (individually) liable to Landlord for total rent due for the Premises, together with any and all damages and any other miscellaneous charges. If one of the Tenants fails to pay rent, damages or other miscellaneous charges, then any one of the other Tenants or any number of other Tenants may be held liable by Landlord for such unpaid rent, damages or charges. However, Tenants making payments on behalf of a defaulting Tenant have the right to demand reimbursement from the defaulting Tenant.

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1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

UTILITIES. Tenants shall be responsible for the following utilities: Electric (see also 4. Utilities in Addendum)  
Tenants agree to install these particular utilities in their name by contacting the appropriate utility office. Tenants shall pay all utility invoices and maintain these utilities throughout the lease term. Landlord shall furnish all other utilities not listed above. Tenants shall conserve all utilities furnished by Landlord. Any damage that occurs because of disregard of this clause shall be Tenants responsibility.  
**LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

SECURITY DEPOSIT. Tenants shall deposit with the Landlord the total sum of SEVEN HUNDRED-- Dollars (\$ 700.00), the first day the Lease is signed, which is security for the faithful performance of the Lease. This security deposit shall serve as a fund from which Landlord may receive reimbursement for unreasonable wear and tear of the apartment, or for any other amounts legally due and owing, including amounts to Landlord for damages Landlord suffered by Tenants' failure to comply with their responsibilities as set forth in paragraph 8. Tenants shall be entitled to a full refund of this security deposit if they pay the amounts due under this Lease and if they return the Premises in the same condition as it was in when they received possession, except for ordinary wear and tear. In order to avoid disagreements regarding the condition of the premises, Tenants should prepare inventory checklists of the items furnished, the condition of these furnishings and the condition of the entire Premises. Tenants should prepare these checklists immediately upon obtaining possession and immediately prior to returning possession of the Premises. Tenant should furnish Landlord with a copy of such checklists within two days of taking possession. Landlord shall return Tenants' security deposit, together with a statement itemizing deductions, if any, within thirty(30) days of: a) the termination of this lease; b) Tenants' return of possession (including the keys); and c) Landlord's receipt of Tenant's forwarding address. If the security deposit is insufficient to compensate Landlord for the damages, Landlord shall give written notice to Tenant's of the nature and amount of the deficiency. Tenants shall pay the amount of the deficiency to Landlord within 30 days of issuance, Landlord will attempt to locate Tenant at the administrative rate of \$ 10.00 per month which shall be deducted from the amount refunded to Tenant until the amount refunded is exhausted. Should the amount refunded be exhausted prior to locating Tenant, Landlord's administrative efforts to locate Tenant will terminate.  
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1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

RESPONSIBILITIES OF LANDLORD. Landlord shall: a) Comply with all applicable building, housing, health, and safety codes; b) Make all repairs and do whatever is necessary to put and maintain the Premises in a fit and habitable condition; c) Keep all common areas in a safe and sanitary condition; d) Maintain in a good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances and elevators supplied or required to be supplied by Landlord; e) For buildings of four units or more, provide and maintain appropriate receptacles for the removal of garbage, rubbish and other waste and sanitarily dispose of all garbage; f) Supply running water, reasonable amounts of hot water and heat at all times; g) Exterminate any insects, rodents or other pests on the Premises (bed bugs are always at the expense of tenant); h) Respect Tenant(s) right to privacy and, except in the case of an emergency, give Tenant(s) 24 hours of intent to enter the Premises and enter only during reasonable hours. Landlord agrees to enter only after knocking, to leave the Premises in as good a condition as when entered, to clean and remove all dirt and debris that result from the performance of maintenance and repairs, and to lock the Premises when leaving unless otherwise requested by Tenant(s).

Before the Tenant(s) takes occupancy, the Landlord commits to repair or make changes to the Premises as listed here:

N/A

If the entire Premises are damaged or partially destroyed by any cause and such damage or destruction is of such a nature that it may be repaired or restored within seven (7) days after the occurrence, then this Lease shall not terminate; but it shall be the obligation of the Landlord to repair or restore the Premises with reasonable promptness and without interruption of Tenant(s) occupancy for more than seven (7) day(s), as nearly as possible to its condition prior to such damage or destruction.

Should the entire Premises be damaged or destroyed by any cause and such damage or destruction is of such nature that it may not be repaired or restored within seven (7) days after the occurrence, then either Landlord or Tenant(s) shall have the privilege of canceling the unexpired term of this Lease as of the date of such damage or destruction. Landlord shall prorate the rent to the date of such damage or destruction and return to Tenant(s) all unearned rent.  
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1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

RESPONSIBILITIES OF TENANT(S): Tenant(s) shall: a) Comply with all applicable housing, health and safety codes; b) Refrain from and forbid any other person who is on Premises with Tenant(s) from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance, or other part of the Premises; c) Use and operate properly any appliance supplied by Landlord including but not limited to range, refrigerator, washer, dryer, microwave and dishwasher; d) Keep safe and sanitary that part of the Premises that Tenant(s) occupies and uses; e) Dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner; f) Keep all plumbing fixtures as clean as their condition permits; g) Use and operate all plumbing and electrical fixtures properly; h) Conduct themselves and require other persons on the Premises with Tenant(s) to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of the community; i) Permit Landlord to enter the Premises at reasonable times upon 24 hours notice to inspect the Premises, make ordinary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagors, tenants, workmen, or contractors. In the event of any emergency, Tenant(s) shall permit Landlord to enter the Premises immediately without the usual notice. Tenant(s) shall be responsible for extermination costs and related damages, including extermination of bed bugs. Bed bugs have not been reported by our past tenants as of 2011 but have been reported in other rentals in Oxford. Bed Bug infestations may require several treatments and require removal of infested furnishings, all at Tenant's cost. Tenant may at anytime request information on identifying and treating bed bugs from TD Limited, LLC. Tenant must notify Landlord and/or Agent immediately if bed bugs or other pests are found because early treatment will reduce Tenant's damages.  
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1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

LIABILITY. Landlord shall not be liable to Tenant(s), nor to their guests, family or occupants for any damages, injuries or loss of person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, sewer backup, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g. carbon monoxide, asbestos, radon, lead-based paint, etc.) or other occurrences or casualty losses, or other acts of crime. Unless Landlord or the Agents of Landlord are negligent, Landlord shall not be liable to Tenant(s), nor their guests, family or occupants for personal injury or property damage (furniture, jewelry, clothing, etc.). Tenant(s) are strongly urged to acquire renter's insurance to protect themselves against loss from property or personal liability.

Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with co-tenants, Tenant's guest or invitees, or with any other Tenants or neighbors. Landlord or Agent will not involve themselves in solving a tenant's conflict. Therefore, a conflict between Tenant(s) does not constitute grounds for termination of this Lease.

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1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**10. SUBLEASING.** Tenant(s) shall not sublease the Premises without Landlord's written consent, but this consent shall not be unreasonably withheld. Upon written consent, Tenant(s) shall pay Landlord a total sum of Three-Hundred Fifty Dollars (\$350.00) as a subleasing fee. Tenant(s) agrees that the maximum number of people occupying the Premises shall be Two (0). Tenant(s) also agree that no guests shall live in the Premises without Landlord's written approval. Landlord shall have the right to declare the Lease in default and pursue remedies allowed by law if Tenant(s) permits guests to live in Premises without Landlord's written approval.  
**PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**11. LAWFUL USE.** Tenant(s) shall use the Premises in a lawful manner; thus, Tenant(s) shall not permit violations of laws, including those pertaining to alcohol or drugs. Tenant(s) shall use the Premises as a residential dwelling; thus, Tenant(s) shall not disturb nor annoy other residents of the apartment community or the neighborhood. Tenant(s) shall not cause nor maintain any dangerous, noxious or offensive activities which might constitute a nuisance to others. Tenant(s) shall bear full responsibility for payments and hold Landlord harmless on all civil offense citations issued to Tenant(s) by the City of Oxford. In the event Landlord receives a civil offense citation(s) from the City of Oxford due to the inactions or actions of Tenant(s), the Landlord shall be entitled to charge Tenant(s) as additional rent an amount equal to amount of the fine paid by Landlord to the City of Oxford fines range from \$ 60.00 to \$ 1250.00.  
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1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**12. PARKING.** Tenant(s) shall register their motor vehicle with Landlord. Tenant(s) shall park in a properly designated parking area. City of Oxford zoning law prohibits parking on the grass or gravel. Unregistered vehicles and vehicles in unauthorized areas may be towed away at the owner's expense. Visitors must obtain Landlord's permission or park elsewhere.  
**PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**13. PETS.** Tenant(s) shall not have a pet upon the Premises at any time, unless permission is granted through an attached pet addendum.  
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1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**13. LEAD-BASED PAINTED DISCLOSURE.** Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of lead-based paint hazards in the dwelling. Lessee must also receive a federally approved pamphlet on lead poisoning prevention. Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA Pamphlet "Protect Your Family From Lead In Your Home" for more information.

Lessor's Disclosure: Lessor has not knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
Lessor has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the housing.  
Lessee's Acknowledgement: Lessee has received the pamphlet "Protect Your Family From Lead in Your Home".  
Agent's Acknowledgement: Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 45825(d) and is aware his/her responsibility to ensure compliance.

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1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**ADDENDUM**

THE FOLLOWING PROVISIONS HAVE BEEN ADDED BY THE LANDLORD AND ARE NOT PART OF THE COMMON LEASE. THESE PROVISIONS MAY REFLECT REGULATIONS PECULIAR TO THE PROPERTY, PARTICULAR PRACTICES OF THE LANDLORDS, ETC. AS WITH THE PREVIOUS SECTION, STUDY THESE SECTIONS CAREFULLY. THE PARTIES AGREE THAT THIS ADDENDUM, UPON EXECUTION BY THE PARTIES, BECOMES PART AND PARCEL OF THE LEASE AND FULLY INCORPORATED THEREIN. EXCEPT AS AMENDED OR MODIFIED BY THIS ADDENDUM, THE CONTACT, IN OTHER RESPECTS, REMAINS VALID AND BINDING.

**ADDENDUM TO STANDARD LEASE AGREEMENT**

**1. NOTICES, DEPOSITS, AND COMMUNICATIONS TO TENANT:** Upon signing this Lease, Tenant(s) shall provide Landlord, in writing, a current address and telephone number where Tenant(s) may be contacted prior to the commencement of the Lease Term. Tenant(s) shall also provide a self-addressed stamped envelope for the return of their security deposit upon vacating the premises.  
**PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**2. APPLICATION OF FUNDS:** Landlord will apply all funds received from Tenant first to any non rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, and utilities, then rent regardless of any notations on check.  
**PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**3. LEASED PREMISES:** Landlord leases 518 S. MAIN ST. #0, Oxford, Ohio 45056. "Premises" or "Leased Premises" as referred to in this Lease includes the building; any porches, balconies or patios attached to the building; stairwell areas; and any common grounds used by Tenant(s). "Premises" or "Leased Premises" as referred to in this Lease does not include attached garages, detached garages or storage areas of any kind, unless specifically indicated on the Lease Agreement.  
**PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**UTILITIES:** By signing this Lease Agreement Tenant(s) hereby authorizes TD Limited, LLC. to place utilities in Tenants name should Tenant(s) fail to do so. Tenant(s) shall be responsible for telephone service, cable television, and internet service hookup, repairs, monthly charges and all other associated costs should Tenant(s) desire those services. Tenant agrees to maintain all utility services throughout the lease term. Any damage that occurs because of disregard of this clause shall be Tenant's responsibility. **Absolutely no satellite dishes or other antenna shall be placed on the building.**

Utilities included in the rent by the Owner/Landlord are as follows: Steam Heat and City water/sewer/refuse services

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2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**SECURITY DEPOSIT:** The deposit is security for the faithful performance by Tenant(s) of this Lease. The deposit will serve as a fund from which Landlord has the option to obtain partial or full reimbursement for any amounts that Tenant(s) is obligated to pay as rent, damages, or otherwise under this lease or under the Law. Landlord may obtain such reimbursement without prejudicing any other available remedies or rights, including Landlord's right to possession of the Premises for nonpayment of rent. In the event that Landlord obtains any reimbursement out of the deposit fund, upon notice, Tenant(s) shall immediately redeposit the same amount so that the total security deposit remains unchanged. If deposit reinstatement is necessary, the balance is due according to terms stated or late fees of \$ 10.00 per month will be assessed.

If Landlord repossesses the Premises because of abandonment, default, or breach of this Lease by Tenant(s), Landlord may apply the security deposit to all damages suffered to the date of repossession. Landlord may also retain the balance of the security deposit to apply to damages that may accrue or be suffered after the date of repossession by reason of Tenant's default or breach of this Lease.

Landlord will return the security deposit less permissible itemized deductions to Tenant(s) at Tenant's forwarding address that Tenant(s) must provide to Landlord. Tenant(s) shall forfeit any amount of the security deposit that Landlord is otherwise obligated to refund if Tenant(s) fails to provide a correct forwarding address. In no event will the security deposit be returned until Tenant(s) has vacated the Premises and delivered possession to Landlord. Should Tenant fail to cash the deposit check issued by Landlord within 30 days of issuance, Landlord will attempt to locate Tenant at the administrative rate of \$10.00 per month which shall be deducted from the amount refunded to Tenant until the amount refunded is exhausted. Should the amount refunded be exhausted prior to locating Tenant, Landlord's administrative efforts to locate Tenant will terminate.

In the event that, during the pendency of this Lease, there is a change in ownership or management of the Leased Premises and a resulting transfer of custody of lessee's security deposit, upon lessee's receipt of notification of said transfer, lessee hereby agrees to release, discharge, and hold harmless TD Limited LLC with respect to the return of said security deposit or portion thereof, and said lessee does hereby waive any and all legal, equitable, or statutory remedies against TD Limited LLC arising out of or related to the transfer of the custody of said security deposit.

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2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**RENTER'S INSURANCE AND LIABILITY:** Tenant(s) shall obtain renter's insurance covering personal property and liability. All personal property belonging to Tenant(s) and/or any other person, located in or about the building or Leased Premises shall be there at the sole risk of Tenant(s) and such other person and neither the Landlord nor his agent shall be liable for theft or misappropriation thereof, nor for any damage or injury thereto. Neither Landlord nor his Agent shall be liable for damage of injury to said Tenant(s), family or occupants or to other persons or property caused by fire, flood, water, ice, snow, frost, steam, heat or cold, hail, winds, explosion, smoke, interruption of utilities, dampness, seepage, sewer or sewage backup, falling plaster, theft, burglary, robbery, assault, vandalism, other persons, conditions of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint etc) or other occurrences or casualty losses, odors, noise, water leaks, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds or for any act, neglect or omission of other Tenant(s) or occupants of the building in which the demised Premises are located or of any other person cause in any other manner whatsoever. Tenant(s) agrees to protect, indemnify and save harmless the Landlord and his Agent from all losses, costs, and/or damages sustained by reason of an act or occurrence causing injury to any person whomsoever or whatsoever due directly or indirectly to the use of the demised Premises or any part thereof by Tenant(s).

Landlord, its agents, and its employees shall not be liable to Tenant(s) or any other occupants for injury or damage to person or property arising in or about the Lease Premises or common areas, regardless of negligence of Landlord, its agents or employees, or other Tenant(s) or occupants. Landlord will not be liable for failure to maintain and operate service and recreational facilities. Landlord has no duty to remove the natural accumulation of ice and snow and any voluntary removal shall not impose a continuing duty of removal.

Neither Landlord nor Agent shall be liable for any personal injury to Tenant(s) or damage or loss to Tenant(s) property, including but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes.

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2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**ABANDONMENT OF PREMISES PRIOR TO END OF LEASE TERM:** Tenant(s) understands that upon signing this Lease, Tenant(s) is obligated to make all rental payments stated in the Lease and is bound by this Lease even if Tenant(s) abandons or never occupies the Premises. Landlord will make efforts required by law to lease the Premises for part or all of the Lease Term. Tenant(s) will be responsible for all costs incurred by Landlord in attempting to obtain replacement Tenant(s).

Please be advised that Landlord makes no promises that attempts to find a replacement Tenant will be successful, and further advises that Landlord's experience is that obtaining replacement Tenants during the Lease Term is unlikely. Landlord advises Tenant(s) to notify Landlord at the earliest date if for any other reason Tenant does not plan to occupy and does not want to pay rent for the entire Lease Term in order to provide Landlord with more time to attempt to obtain a replacement Tenant(s). Landlord does not obligate itself to find a replacement Tenant(s) except to the extent required by law. Any attempt to find replacement Tenant(s), does not constitute surrender or termination of this Lease. If landlord is successful in finding a replacement Tenant(s), Tenant(s) agrees to pay TD Limited LLC a leasing fee of Four Hundred Dollars (\$400.00) per Tenant.

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2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**DEFAULT:** In the event of a default by Tenant(s), Landlord may elect a.) to continue the Lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or b.) at any time, terminate all of Tenant's rights hereunder and recover from Tenant(s) all damages incurred by reason of the breach of this Lease, including the cost of recovering the Leased Premises, and including the worth at the time of such termination or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the Lease Term exceeds the amount of such rental loss which Tenant(s) proves could be reasonably avoided.

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2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**CONDITION OF PREMISES AT COMMENCEMENT OF LEASE:** Tenant(s) acknowledge that no representations, written or verbal, have been made by the Landlord or his Agent as to any repairs that will be made to the property prior to Tenant(s) occupancy. Tenant(s) further acknowledges that they have seen the Leased Premises and accept it in its present condition. Tenant(s) with the cooperation of Landlord, will complete a Move-In Inspection Sheet recording damages and defects in the Leased Premises.

Inspection Sheet, Tenant(s) agrees that the Premises are in good and acceptable repair. Tenant(s) further agrees that Landlord has made no promises with respect to the condition of the Leased Premises other than those in this Lease. If Tenant(s) fails to complete the Move-In Inspection Sheet, Tenant(s) shall be liable for the condition of the Premises upon vacating the Leased Premises. The Move-In Inspection Sheet is given to the first tenant to be issued a key for the property. Tenants shall keep the said Premises and the appearances in said Premises in clean and satisfactory condition per Landlord's or Agent's discretion. Said property shall be delivered back to Landlord/Agent upon vacating the Premises, whether such vacating shall occur by expiration of the Lease or any other manner whatsoever, in the same condition of cleanliness and repair as the date of execution.

PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

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**10. CARE AND USE OF PREMISES DURING LEASE TERM:** Tenant(s) shall assume complete and total liability for any damages to the Leased Premises or fixtures thereof caused by anyone other than Landlord or his Agent. Tenant(s) specifically agrees to clean and maintain in good working order and condition, any furniture and/or appliances provided by Landlord or his Agent. Tenant(s) shall abide by the "Rules and Regulations" attached as Exhibit "A" and incorporated into this Lease. Tenant(s) shall abide by any reasonable amendment to these Rules and Regulations that are enacted by Landlord during the Lease Term upon delivery or notification of these amendments. The Tenant(s) will keep sinks, lavatories, and commodes open and will immediately report any malfunctions to the Landlord. The Tenant(s) shall reimburse the Landlord for the cost of all repairs made necessary by, or resulting from, Tenant(s) abuse or careless use of the Premises. Tenant shall be responsible for normal household maintenance such as replacement of light bulbs, fuses, steam cleaning of carpets, cleaning of sinks, bathtub/showers and commodes, replacement of appliance bulbs, painting, snow removal, etc. Tenant is permitted to use white plasti-tac and/or a limited number of small finishing nails for hanging pictures- no tape (double sticky or otherwise) is permitted. No dart boards or targets of any kind shall be hung on walls, doors or furnishing inside outside of Leased Premises: if so, Tenant(s) shall be liable for any damage caused. Tenant(s) shall be responsible for extermination costs and related damages, including extermination of bed bugs. Bed bugs have not been reported by our past tenants as of 2011 but have been reported in other rentals in Oxford. Bed bug infestations may require several treatments and require removal of all infested furnishings and accessories, all at Tenant's costs. You may at anytime request information on identifying and treating bed bugs from TD Limited LLC office. Tenant must notify Landlord and/or Agent immediately if bed bugs or other pests are found because early treatment will reduce Tenant(s) damages. PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

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**11. DAMAGES AND REPAIRS OF PREMISES DURING LEASE TERM:** Tenant(s) shall pay for all repairs to the Premises and appliances that are necessary because of Tenant's negligence or abuse. Landlord shall not be liable for personal injury or property damage resulting from the malfunction of any appliance in the Leased Premises. Landlord will make all major repairs as required by law. Landlord shall pay for such repairs but Tenant(s) shall pay for any repairs necessary because of damage or negligence caused by Tenant(s) and Tenant(s) guests. Tenant(s) shall report any damage to Landlord within twenty-four (24) hours of discovering the damage. Landlord will have damages repaired within a reasonable time after Tenant(s) gives written notice of the need for such repairs. Except to prevent further damage, Tenant (s) shall not repair or have repaired any damages. Failure to report needed repairs is negligence per se on the part of the Tenant(s). Tenant(s) shall immediately report to the Landlord and the local law enforcement authority any acts of vandalism to the Premises or Leases Premises. Certain damages, in the experience of the Landlord, occur with regularity. The Landlord has provided a list of these damages along with the normal charges for repair of such damages. Tenant(s) agrees to the following minimum charges for such damages: Please see attached Addendum entitled "Exhibit "B" To Addendum to Standard Lease Agreement, TD Limited LLC Cleaning/Repair/Replacement Price List. Tenant(s) agrees that Landlord will charge or the actual repair costs for said damage plus a management overhead fee to TD Limited LLC not less than 15% of the actual cost. All items not listed on the Addendum are charged to Tenant(s) at the estimated cost of total replacement, labor and material plus a management overhead fee to TD Limited LLC of not less than 15% of the actual cost. PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1.            2.            3.            4.           

**12. TERMINATION OF LEASE:** Tenant(s) may be present with Landlord during the inspection, at which time Landlord will make an inspection report which will later be used in determining any damages that are Tenant(s) responsibility. Landlord's inspection will only take place after Tenant(s) has vacated the Premises at the termination of the Lease. Tenant(s) shall pay for all repairs that are deemed Tenant(s) responsibility upon receipt of the disposition. Tenant(s) will thoroughly clean the Leased Premises to Landlord's satisfaction and restore the Leased Premises to it's original condition, normal wear and tear excepted or pay Landlord the cost of doing so. Any alterations made by Tenant(s) without prior approval of Landlord shall be removed at the expense of Tenant(s). Any alterations made to Leased Premises by Tenant(s) with prior approval of Landlord will remain part of the Leaded Premises. Tenant(s) agrees to pay for all cleaning necessary to restore the Premises to satisfactory condition for a new Tenant(s) as deemed necessary by the Landlord including steam cleaning of carpets and all repair cost. It is agreed that these charges are to be deducted from Tenant(s) security deposit prior to return. Tenant(s) shall lock all doors and windows and return all keys to Landlord. Tenant(s) shall request a receipt for all keys submitted to the Landlord. If all keys issued to Tenant(s) are not returned to Landlord, Tenant(s) shall pay costs associated with re-keying the premises. Tenant(s) will personally notify Landlord of the date Tenant vacates the Leased Premises, and will provide Landlord with a forwarding address, a self-addressed stamped envelope, and a telephone number. Upon vacating the Leased Premises and terminating this Lease, Tenant(s) shall remove all personal property. Landlord may remove and store such property if Tenant(s) fails to remove such property at the expense of Tenant(s). Landlord shall not be liable to Tenant(s) for any lost or damage to such property. If Tenant(s) fails to claim such property within thirty (30) days of vacating the Leased Premises, Landlord will deem such property abandoned and may sell the property at public or private sale without notice to the Tenant(s). Landlord may apply the proceeds of such sale to the cost of removing, storing and selling such property. Landlord may also apply the proceeds toward any rent or other payments due under this Lease, and shall send any remaining proceeds to the forwarding address, if any, that Tenant(s) has given Landlord. PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

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**13. FIRE, OTHER DESTRUCTION AND CONDEMNATION:** Tenant(s) must notify Landlord immediately in the event of fire or other casualty. Tenant(s) shall have no claim or interest in any compensation or award of damages for such occurrences. In no event shall Landlord or Agent be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Tenant(s) hereby expressly waives all claims for such injury, loss or damage. PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

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**14. LANDLORD'S RIGHT TO ENTRY AND INSPECTION:** Tenant(s) shall permit the Landlord, its Agent or employees and any designated individuals to enter upon the Premises at all reasonable hours, and always after one hour's notice for inspections, repair, or improvement. A maintenance or management request by one of the Tenants in the Leased Premises constitutes permission for the Landlord, its Agents, and its employees to enter the Leased Premises. Lessee agrees to assume financial responsibility for additional charges of a subcontractor who is hampered from completing any work at the Leased Premises by any actions of Lessee, any guests of Lessee, or conditions caused by Lessee.

tenant(s) shall reimburse Landlord for the cost of any repairs attributable to or caused by Tenant's abuse, carelessness or misuse of the Premises and Landlord shall invoice the Tenant(s) for the costs of any such repairs, including a reasonable charge for management overhead, which charges shall constitute additional rent.

Landlord also reserves the right to enter the Premises if Tenant(s) has temporarily vacated the Premises, such as for Holiday and Spring Breaks, to make inspections for safety and health purposes. Landlord may enter the Premises without notice in an emergency, as permitted by law. Landlord may show the leased Premises during reasonable hours to prospective Tenants, purchasers or owners.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

5. **TENANT'S RIGHT TO QUIET ENJOYMENT:** Tenant(s) shall have peaceful and quiet enjoyment of the Premises during the Lease Term, provided that tenant(s) complies with the Lease.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

6. **TENANT'S SUCCESSORS:** This Lease shall be binding upon Tenant's heirs, legal representatives, successors, and assigns.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

7. **AMENDMENTS TO THIS LEASE:** This Lease is the entire agreement between Landlord and Tenant(s), there being no oral condition, representations, warranties, or agreements. Any subsequent modifications of this Lease shall not be valid unless in writing and signed by Landlord.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

8. **SEVERABILITY OF LEASE PROVISIONS:** Landlord and Tenant(s) agree that each provision of this Lease shall be deemed severable and, if for any reason any provision is invalid, unenforceable or contrary to law, the applicability or validity of any other provisions of the Lease shall not be affected.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

9. **HEADINGS:** The headings in this Lease are for convenience and reference only and in no way change or explain the interpretation or meaning of the provisions in this Lease.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

10. **GOVERNING RULE AND LAW:** This Lease shall be governed and construed under the law of Ohio.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

11. **COMPLIANCE WITH THE LAW:** If Tenant(s) is arrested and charged with a violent crime, Landlord may, at its sole discretion, declare the Tenant(s) in breach of this Lease and may bar Tenant(s) from Premises.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

12. **ATTORNEY FEES:** In the event that Landlord or Tenant(s) incur legal fees pursuant to enforcement of this Lease, upon demand the party that does not prevail in a judicial determination shall pay the prevailing party reasonable legal fees as set by the prevailing party, but in no event shall the amount be greater than one thousand five hundred dollars (\$1500.00) unless approved by the court.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

13. **CONTACT PERSON:** Tenants all agree that the person named as Contact Person is hereby designated to receive any and all communications and correspondence from Landlord. All communication and correspondences received by Contact Person shall constitute receipt by all Tenants.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**EXHIBIT "A" TO ADDENDUM TO STANDARD LEASE AGREEMENT  
TD LIMITED LLC, INC.  
RULES AND REGULATIONS**

These Rules and Regulations are a binding part of this Lease, and may be amended, as stated in Section 25 of this Lease.

14. **EMERGENCY CALLS:** In an emergency, a maintenance person may be reached by calling our property manager at (513) 523-7389, leaving a voicemail message if that line is not answered "live", or by e-mail to [rooneysr@yahoo.com](mailto:rooneysr@yahoo.com). All regular business should be taken care of during regular business hours 9 a.m. through 5 p.m., Monday through Friday. An "emergency" is defined as circumstances in which either Tenant or property may suffer loss if the situation remains uncorrected until the office is open.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

2. **FIRE SAFETY:** Tenant(s) shall be responsible for the maintenance and replacement of any smoke alarm batteries and any fire extinguishers in the Leased Premises which is discharged or loses pressure during the Lease Term. **If Tenant tampers with and/or disconnects any fire safety equipment this may be cause for immediate eviction.**

Any questions regarding proper operation of fire safety equipment should be immediately directed to Property Mgr. on the date of occupancy. **It is illegal to tamper with, or in any way reduce the effectiveness of the fire protection systems which are installed in the Leased Premises. PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

3. **HEALTH AND SAFETY:** Tenant(s) shall comply with all applicable state, county and local housing, health and safety codes. Tenants shall keep the Leased Premises safe and sanitary and shall do no act that would cancel, violate, or increase the fire insurance policy or premium on the Leased Premises. Tenant shall use and/or operate all gas, electrical and plumbing fixtures properly, and keep all plumbing fixtures in the Leased Premises in a clean condition. Tenant(s) also agrees to keep all heating and air conditioning units in clean condition and free of debris. **PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

4. **LOCKOUTS AND KEYS:** If Tenant(s) is locked out of Tenant's Premises, or for whatever reason needs Landlord's assistance to gain access to the Leased Premises, Tenant(s) shall be charged a fee of forty dollars (\$40.00) which must be paid prior to gaining access to the Leased Premises. Tenant(s) shall pay replacement cost of any lost mailbox or Premises key. There are no refunds for recovered keys. If the lost key is not recovered upon termination of your Lease Term, or if all keys are not returned upon termination of your Lease Term, Tenant(s) will be charged accordingly for re-keying. Tenant(s) shall receive only one mailbox key per unit. Tenant(s) shall not place any additional locks on any door. **PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

5. **THERMOSTAT SETTING:** During the winter months and during vacation breaks, under no circumstances shall the heat in the Leased Premises be turned off, and under no circumstances shall the Leased Premises' thermostat be set lower than sixty degrees (60°) Fahrenheit. Any damage to the pipes or any other damage that occurs because of disregard of this clause shall be Tenant's responsibility. **PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

6. **COMMON AREAS:** The sidewalks, entry passages, halls, public corridors, stairways and other common areas shall not be obstructed by Tenant(s) or used by Tenant(s) for any other purpose other than ingress and egress, a reasonable fee will be assessed for violation of this clause. **PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

7. **NOISE AND DISTURBANCES:** No Tenant(s) or Tenant's guest shall create or permit excessive noise or loud, improper or boisterous conduct at any time. Radio, TV, stereo or any other items which may cause noise, etc. must be turned down to a level of sound that does not annoy or interfere with other residents, and special care should be taken to prevent all loud noise levels before 8:00 a.m. and after 10:00 p.m. Because of the nature of most apartments, it is understood that offensive noises and/or odors are expressly prohibited. Accordingly, at Landlord's discretion, the following shall apply to complaints concerning a Tenant's violation of this rule.

- First Violation: A written warning will be issued to the Tenant(s), specifying the complaint that was filed.
- Second Violation: Upon a second complaint, a fifty dollar (\$50.00) charge will be assessed against Tenant(s).
- Third Violation: Upon a third complaint, a one hundred dollar (\$100.00) charge will be assessed and the Parent or Legal Guardian on file will be notified.
- Fourth Violation: A charge shall be imposed in the amount of five hundred dollars (\$500.00) and the Landlord may, in its discretion, declare the Lease to be in default.

Landlord expressly retains the right to increase the charges set forth herein if the initial charges set forth herein fail to cover costs and expenses. Such charges expressly included as an item guaranteed in the Guarantee By Parent/Legal Guardian Of Tenant Form. Landlord retains the right to summon law enforcement officers, who may impose additional charges as determined by local laws.

**PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

8. **ALTERATIONS TO PREMISES:** Tenant(s) will make no alterations or additions to the Leased Premises without prior written consent of Landlord, including but not limited to removal of any doors or construction of any form. No radio wires, electrical wiring, satellite dishes, air conditions units or any other objects whatsoever shall be attached to the roof or protrude from the exterior of any part of the Leased Premises or building. **PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

9. **PARTIES/KEG PARTIES:** No kegs are allowed on the Premises at any time. Do not use your bathtubs, sinks, or showers to store party supplies. If Landlord or its Agent find, at its discretion, that the shower or tub needs replaced during the term of this lease, or upon inspection of the property after Tenants have vacated, the Tenants will be charged the cost of this replacement. Any debris remaining from a party must be cleaned up immediately. If Landlord or its Agent has to arrange for clean up, all Tenants will be billed accordingly. Additionally, all future party activity will be monitored by the means in which Landlord and/or its Agent find appropriate. **Remember, you are responsible for your guests' behavior at all times.**

**PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

10. **WATERBEDS:** No waterbeds are allowed in the Leased Premises. **PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

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1. **PETS:** No animals shall be allowed on the Lease Premises at any time. No aquariums over one gallon in size are permitted. In the event the Tenant(s) enters into this agreement and takes possession of the premises and later keeps an animal on the premises at any time (and for any length of time, including animal-sitting, and/or visiting) during the Lease Term, Tenant(s) shall pay Landlord or his agent six hundred dollars (\$600.00) due immediately for each animal violation, plus fifty dollars (\$50.00) per day until the animal is removed. The charges listed do not cover damages or destruction due to urine, carpet repair, flea extermination, etc., caused from a violation of the policy.  
PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

2. **FURNACE AND AIR CONDITIONER:** Tenant(s) agrees to clean and/or replace the furnace/air filters once a month. Should tenant fail to do so, Tenant(s) agrees to pay for the servicing and/or replacement of furnace and/or air conditioner.  
PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

3. **HOUSEHOLD MAINTENANCE:** Tenant(s) shall perform normal household maintenance, including the replacement of light bulbs (colored bulbs are not permissible), fuses, steam cleaning of carpets, cleaning of sinks, commodes, appliances, floors, etc. All bulbs and tubes must be operational at the time the tenant vacates the Premises. Windows and doors shall not be obstructed, damaged or removed. Damage to property, including but not limited to, paint, plaster, drywall, cabinets, appliances, carpets, floors, furniture or any damage to any part of the Lease Premises will be the responsibility of the Tenant(s). Damage caused by leaving windows or doors open during inclement weather will also be the responsibility of the Tenant(s). Damages caused by Tenant(s) failure to maintain utilities shall be the responsibility of the Tenant(s). Tenant(s) shall also be responsible for keeping the exterior of the Leased Premises free of refuse and debris.  
PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

4. **APPLIANCES:** Tenant(s) shall maintain in good working order and condition any range, microwave, dishwasher, refrigerator, range hood, garbage disposal, or any other appliances supplied by Landlord under this Lease. Tenant(s) shall also forbid any other person who is in the Leased Premises with Tenant's permission from intentionally or negligently destroying, damaging or removing any fixtures, appliances, or other part of the Premises.  
Tenant further agrees that if the Landlord or Agent provides a refrigerator for the Leased Premises, that at the expiration date of this lease term, Tenant(s) agrees to turn off the refrigerator/freezer, remove all food, clean the refrigerator/freezer, and leave the doors of the refrigerator/freezer open. The Tenant(s) further agrees that the refrigerator/freezer will never be unplugged unless all food is removed, the inside cleaned and the doors left open.  
PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

15. **FURNITURE:** No upholstered furniture of any kind may be placed outdoors of the Leased Premises, including on the patios, porches, and balconies. No furniture of any kind may be left for any extended period of time outdoors, including patios, porches, and balconies.  
PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

16. **TRASH:** All garbage/refuse shall be properly contained and disposed of by Tenant(s). Landlord reserves the right to impose a reasonable charge for violation of this provision as well as for any littering by Tenant(s). If a dumpster is provided for the Leased Premises, Tenant(s) agrees to place trash inside the dumpster, not outside the dumpster or surrounding area. Should the Landlord receive notice from the City of Oxford, that the property is in violation of General Offenses Code 521.08 (b) and (d); Littering or Allowing Litter to Remain Upon Property; Corrupting or Altering a Watercourse, the Landlord reserves the right to come onto the property to remove said litter. Upon notice from the City of Oxford, Landlord shall have no obligation to give notice to the Tenant(s) that the litter will be removed by the Landlord.  
Landlord shall invoice Tenant(s) for the removal of the litter and Tenant(s) agrees to pay said invoice within ten (10) days of receipt.  
PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

17. **PARKING:** Landlord does not guarantee any on site or off-site parking for the Leased Premises. Tenant is required to prevent or cause to be moved any non-tenant parking. No vehicles may be parked at any time on lawns or sidewalks. No vehicles of any kind may impeded upon access to any neighboring Premises. Landlord may tow, at tenant's expense, any improperly parked or inoperative vehicles on or adjacent to Property in accordance with applicable state and local laws. Violators will be subject to citation and/or towing. Where permits are required and/or its agent will no waive the violation.  
PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

18. **VISITORS:** Tenant(s) is responsible for any and all damages caused by Tenant's visitors. Tenant and Tenant's guests will conduct themselves in a mannerly fashion and be respectful to their neighbors; failure to do so could result in eviction and fines as determined by Landlord or its Agent.  
PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

19. **STORAGE:** Absolutely nothing is to be stored in the closet of the Leased Premises where either a furnace and/or water heater is present. Storage of any flammable or explosive material is strictly prohibited on or about the Leased Premises.  
PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

20. **MOVE-IN REPORT:** Please be advised that Tenant(s) must complete the "Move-In Report" that is available from Landlord's agent prior to occupying the Leased Premises. Each co-tenant that will occupy the Leased Premises must complete and sign the Report and return the Report to TD Limited LLC, c/o Davidson Law Offices Co., LPA, 127 N. Second St.; P.O. Box 567, Hamilton, OH 45011. Landlord's agent may visit the Leased Premises and verify items that are listed in the Report.

This Report protects each Tenant and guarantees that no Tenant will be charged for damages that occur to the Leased Premises prior to the commencement of Tenant's Lease Term. Without the written consent of Landlord's agent, this Report will not be accepted after the second day of taking possession of the Leased Premises, and Tenant will be liable for whatever condition the Leased Premises was in prior to the commencement of the Lease Term.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

1. **PARENT'S GUARANTEE:** It is required that this Lease be accompanied by a Parents' Guarantee Form from each Signatory. This Guarantee Form is available from the Landlord's Agent at TD Limited LLC, c/o Davidson Law Offices Co., LPA, 127 N. Second St.; P.O. Box 567, Hamilton, OH 45011. In lieu of a Parents' Guarantee Form, Tenant may pay both semesters rent, in full, as determined by the Landlord and by the date set by the Landlord. Failure to obtain a Parent's Guarantee Form from each Signatory will in no way modify this Lease except that at the Landlord's option, Landlord may terminate this Lease Agreement and said security deposit will be forfeited.

Tenant(s) understand that the Guarantee must be obtained directly from the Parent or Legal Guardian and that the Landlord reserves all rights both civil and criminal, for any false execution of forgery of the Guarantee. The execution of the Guarantee constitutes an additional insurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

2. **FIREPLACES:** Fireplaces are not to be used at any time for any purpose.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

3. **ROOF:** No Tenant, guest, other persons, animals or plants are allowed on the roof area of the building at any time. Violation will result in automatic forfeiture of damage deposit and occupant will be responsible for any damages.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

4. **MOVE-IN AND MOVE-OUT PACKET:** All information and instructions contained in a Move-In and Move-Out packet are a binding part of this Lease Agreement. Copies of this packet are available from Landlord's Agent at TD Limited LLC, c/o Davidson Law Offices Co., LPA, 127 N. Second St.; P.O. Box 567, Hamilton, OH 45011.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

5. **AMENDMENTS TO RULES AND REGULATIONS:** Landlord reserves the right at any time to make changes to these Rules and Regulations as Landlord shall in its judgment determine to be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order, comfort and benefit of Tenant(s) in general and for the efficient operation of the Premises.

LEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.

2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**EXHIBIT "B" TO ADDENDUM TO STANDARD LEASE AGREEMENT  
TD LIMITED LLC,  
CLEANING/REPAIR/REPLACEMENT PRICE LIST**

extermination of bugs or other infestations (with the exception of bed bugs):	\$250.00
clean plugged drains/disposals due to Tenant(s) misuse per drain:	\$215.00
keys not turned in/lost, including mailbox key, per key:	\$25.00
re-key door lock, per lock:	\$95.00
replace door lock, per lock:	\$225.00
clean furnace coils (Caused from not replacing furnace filters):	\$625.00
repair or replace screen insert:	\$42.00
replace blind each (If applicable):	\$48.00
replace door stop each:	\$7.49
replace light bulb each:	\$3.79-25.99
replace stove drip pan:	\$4.50-13.99
replace stove trim ring:	\$6.99-10.99
replace smoke alarm (battery operated):	\$22.99
replace smoke alarm (electric):	\$165.00
replace fire extinguisher:	\$68.00
recharge fire extinguisher:	\$45.00
replace smoke alarm battery, each:	\$15.00
replace carbon monoxide detector:	\$60.00
replace carbon monoxide sensor/battery:	\$40.00
replace towel bar:	\$38.00
repair closet door track:	\$90.00
replace interior door:	\$175-310.00
replace light cover:	\$19.99 - \$52.75
replace bathroom sink:	\$72.29 - 375.00
replace cabinet/vanity door:	\$70.00 - \$270.00
replace front door frame:	\$125.00 - \$875.00
replace front door and frame:	Cost of Replacement
remove trash or other items from premises (per load):	\$135.00
clean dirty carpet per room:	\$75.00
carpet burns/stains (small) each:	\$65.00
carpet burns/stains (large) each:	Cost of Replacement/Repair
vinyl burns/tears:	Cost of Replacement

Cleaning refrigerator or stove, each:	\$45.00
Clean bathroom, including tub, shower, toilet, lavatory, etc.:	\$100.00
Clean kitchen cabinets, countertop, sink, etc. (excluding appliances):	\$150.00
Pain per gallon:	\$52.99
Painting per room:	\$325.00

Please be advised that the above list of cleaning/repair/replacement charges are not the only charges that you may be billed for and the prices listed are minimum charges. You may be charged for any additional damages that you have caused while living in your unit. All items not listed above are charged to Tenant(s).

**PLEASE INITIAL INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED IN THIS SECTION.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

The covenants, conditions and agreements made and entered into by the parties hereto are also declared binding on their respective heirs, successors, and assigns. The undersigned have read this Lease Agreement in its entirety and its provisions are fully understood and agreed to and intent to become legally bound upon execution of this document and have received a copy of this document. If any provisions are not understood, competent advice should be sought. Time is of the essence.

IN WITNESS WHEREOF, the parties hereunto have set their hands this 11 day of June, 2012.

**WARNING: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS LEASE BEFORE YOU SIGN IT!**

The parties, by signing below, hereby represent that they have fully read and fully understood the foregoing Standard Lease and its Addendums, and they acknowledge receipt of a signed copy of this Standard Lease and its Addendums.

**TENANT SIGNATURE/DATE**

1. \_\_\_\_\_  
 2. \_\_\_\_\_

3. \_\_\_\_\_  
 4. \_\_\_\_\_

\_\_\_\_\_  
 TENANT CONTACT                      DATE  
*Susan Rooney*                      6-11-12  
 AGENT FOR LANDLORD/OWNER      DATE

*Debra J. Trusler*  
 LANDLORD/OWNER, TD LIMITED LLC