

**IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

**BREANNA ESHUN; VENITA COLLIS;
COLIN FRALICK; and WHITLEY
NELSON,**

*Individually and on behalf of all
others similarly situated,*

Plaintiffs,

v.

**SECOND AVENUE REALTY OHIO LLC,
et al.,**

Defendants.

Civil Action No. A2504110

Judge: Hon. Christian A. Jenkins

**SECOND AVENUE DEFENDANTS' NOTICE OF INTENDED
COMMUNICATION WITH CURRENT AND FORMER RESIDENTS**

Please take notice that, on September 26, 2025, the Second Avenue defendants¹ intend to send the communications attached hereto as **Exhibits 1, 2, and 3** to current and former residents (excluding the four named plaintiffs), and to perform the actions described therein, including: (1) crediting or refunding payments for late fees overcharges, and (2) offering a revised lease contract.

Plaintiffs filed this action directed, in part, at residents' alleged overpayment of late fees and disagreements with certain of the terms in Second Avenue leases. Although Second Avenue denies Plaintiffs' allegations of wrongdoing and intends to defend itself vigorously, Second Avenue is always looking for ways to address residents' reasonable concerns when they are raised.

¹ Second Avenue Realty Ohio LLC, Second Avenue Realty LLC, Second Avenue Property Management LLC, Second Avenue PO Management LLC, SFR Workforce I LLC, SFR Workforce II LLC, SFR Workforce Owner LLC, SFR Workforce Owner I LLC, SFR Workforce Owner II LLC, and Residential Homes For Rent LLC (collectively, "Second Avenue").

To that end, any late fee overcharges can be refunded and residents' lease terms can be clarified through routine, ministerial processes without interfering with the fair and efficient administration of this action.

I. Second Avenue will be communicating with current and former residents.

Second Avenue manages single-family home rentals throughout the United States. In 2022, Second Avenue started managing dozens of existing single-family rentals in Cincinnati, pouring significant time and resources into these houses to ensure they would become quality, affordable housing for Hamilton County residents. Today, Second Avenue manages nearly 200 such homes. Over the last two years, more than 140 residents have renewed their leases with Second Avenue—at a rate of over 70%. The renewal rate in August 2025 (when Plaintiffs filed this lawsuit) was over 90%. The Cincinnati Housing Authority also recently recognized Second Avenue's contributions to the community by awarding it the 2024 Landlord Appreciation award. *See* CMHA Monthly News, [May 2024](#), at 7. Finally, the average rating from Hamilton County residents for a maintenance call using Second Avenue's residential portal application consistently has exceeded 4.6 out of 5.0 stars. In short, the facts will show that the sensationalized Complaint is baseless, and Second Avenue reserves all rights.

In keeping with its industry-leading commitment to residents, Second Avenue will be making two immediate business changes for Cincinnati residents: (1) refunding any late fee payments in excess of 5% of a resident's monthly rent; and (2) offering an updated lease. As part of its standard process, Second Avenue sends reminders to residents shortly before each rent payment is due. For October 2025, the reminders are scheduled for September 26. To avoid any confusion that may arise if notices are sent to different residents on different dates, Second Avenue will send all notices on the same day in connection with its routine communication. It will be

important that Second Avenue communicate accurate information about the rent (including credits), so the email notices will be sent with the standard rental reminder to ensure that residents know how much to pay in October 2025.

A. Second Avenue will promptly refund late fee overpayments.

Second Avenue is not immune to mistakes, and despite its best efforts, it erred by using a 10% late charge in its Cincinnati leases (a percentage that is permissible under Ohio law, which Second Avenue is in compliance with). To be clear, Second Avenue always intended to comply with the Cincinnati Municipal Code. In fact, the court has enforced these leases more than a dozen times. But, as Plaintiffs allege, section 871-9(a)(10) of the Municipal Code provides: “the total amount of [a] late payment fee for any month may not exceed fifty dollars (\$50.00) or five percent (5%) of the monthly contract rent, whichever amount is greater.” *See* Compl. ¶ 41.f. Thus, Second Avenue has reduced its late fee in Cincinnati to 5% of the monthly rent and will be refunding any prior payments in excess of 5% of the monthly rent.

It is a ministerial task to calculate each refund, which is the difference between the amount a resident paid and 5% of the rent due in the month of the late fee. These refunds (with statutory interest under Ohio Rev. Code § 5703.47, <https://tax.ohio.gov/individual/resources/interest-rates>) are easily distributed:

- For current residents who pay rent, a credit will be applied toward their October 2025 rent. They also will receive the email attached as **Exhibit 2** explaining the difference between their typical rent and the reduced amount in October.
- For prior residents, Second Avenue often has an email address through which it can send the email attached as **Exhibit 3**, offering the refund.

The amount of the refunds is less than \$55,000. After refunds are distributed, Second Avenue will report back to the Court with a spreadsheet detailing: (1) the number of overpayments, (2) the

difference between 5% of rent and the amount paid, (3) the number of refunds actually requested/provided, and (4) the amount of the refunds.²

B. Second Avenue updated its lease, which it will offer to current residents.

As set forth above, the court has enforced Second Avenue’s leases in Hamilton County multiple times. But Second Avenue is willing to provide additional clarity around lease terms and reaffirm its commitment to its residents. Thus, in addition to the refunds discussed above, Second Avenue is offering residents a choice of executing an amended lease with the terms below. Residents are free to execute the amended leases or remain under their current leases if they prefer.

Original	Amended	Explanation
10% Late Fees (¶ 4)	\$50 late fees (¶ 4)	Change based on CMC § 871-9(a)(10) (late fees)
\$40 Notice Fee (¶ 4)	<i>Omitted</i>	Special concession to residents in Hamilton County
Resident’s ability to inspect property before taking possession and acceptance of the property in satisfactory condition without warranties (¶ 7)	Adds text of Ohio Rev. Code § 5321.04 and confirms Second Avenue’s adherence to Landlord Obligations under Ohio law (¶ 7)	Clarifies the scope of the “AS IS” disclaimer, which never waived the protection of Ohio law, despite the Complaint’s allegations
Resident’s responsibility for pest control (¶ 8)	Confirms resident’s obligations to prevent conditions leading to pests (¶ 8)	Clarifies the parties’ rights and responsibilities under Ohio Rev. Code § 5321.05 and CMC § 871-9
Resident’s responsibility for standard, non-habitability upkeep less than \$200 (¶ 12)	Confirms resident’s responsibility for standard upkeep but removes reference to \$200 (¶ 12)	Clarifies the parties’ rights and responsibilities under Ohio Rev. Code § 5321.05 and CMC § 871-9

² To protect individuals’ privacy, their names, contact information, and other personal information will be excluded. *See Oppenheimer Fudn, Inc. v. Sanders*, 437 U.S. 340, 351 (1978).

Original	Amended	Explanation
\$50 or \$75 charges if resident prevents entry to premises (§ 12)	Resident to pay reasonable actual costs if entry prevented (§ 12)	Clarifies the parties' rights and responsibilities under Ohio Rev. Code § 5321.05 and CMC § 871-9
Resident's indemnity for resident's actions (§ 19)	Removes language to clarify that clause is not intended to exculpate Second Avenue for its conduct (§ 19)	Clarification
Waiver of Notice (§ 23.9)	<i>Omitted</i>	Deleted as extraneous
Attorneys' fees provision (§ 26)	Confirms that resident's obligation for attorneys' fees arises only as provided for under Ohio Rev. Code or Court order (§ 26)	Attorneys' fees authorized by Ohio Rev. Code § 5321.05 and CMC § 871-9(c)
Minimum move-out charges if home not returned in clean condition (§ 31)	Removes minimum charges and changes to Second Avenue's actual costs (§ 31)	Clarification

Second Avenue believes that current residents will appreciate the choice (without any obligation) to opt into the new lease, while keeping the same rental period (*e.g.*, a rental ending on November 30 will continue to end on November 30 whether or not the resident opts into the new lease). Accordingly, Second Avenue will be sending the emails attached as **Exhibit 1** (residents who are not receiving a late fee refund) or **Exhibit 2** (residents who also are receiving a late fee refund) explaining to residents that they will have a chance to sign the new lease.

A redline showing the changes to the lease is attached as **Exhibit 4** and will be provided to all residents as part of Second Avenue's communications. Second Avenue has provided these changes to Plaintiffs' counsel and invited them to provide further suggested edits consistent with the Complaint for Second Avenue's consideration. To the extent any further changes to the lease are agreed on, Second Avenue will update the Court accordingly.

II. Second Avenue’s communications are proper.

Second Avenue is proposing a transparent process that will provide immediate refunds to current and former Second Avenue residents. Second Avenue’s process will not diminish the rights of the named plaintiffs, nor will it interfere with the administration of this action (whether it is ever certified as a class action or not).

Ohio Rule of Civil Procedure 23 allows the filing of class actions (although the burden falls on Plaintiffs to prove that the criteria for class certification are required before a class is certified). *See generally* Ohio Civ. R. 23. “Because the Ohio Rules of Civil Procedure are modeled after the Federal Rules of Civil Procedure, federal law interpreting the federal rule is appropriate and persuasive authority in interpreting a similar Ohio rule.” *Ragouzis v. Madison House Condo. Owners Ass’n, Inc.*, 2025-Ohio-2797, ¶ 30 (quoting *Felix v. Ganley Chevrolet, Inc.*, 2015-Ohio-3430, ¶ 24 and looking to federal jurisprudence under Federal Rule of Civil Procedure 23 as guidance when deciding issue under Ohio Rule of Civil Procedure 23).

Rule 23(D) authorizes courts “to regulate communications with potential class members, even before certification.” Manual for Complex Litigation (Fourth), § 21.12 *Precertification Communications with the Proposed Class*; *see* Ohio Civ. R. 23(D)(1). However, a court’s discretion to do so is limited by Rule 23 and the First Amendment. *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 100, 104 (1981). “Defendants and their counsel generally may communicate with potential class members in the ordinary course of business” provided that they do not give “false, misleading, or intimidating information, conceal material information, or attempt to influence the decision about whether to request exclusion from a class[.]” *James v. Detroit Prop. Exch.*, 2019 WL 9098024, at *11 (E.D. Mich. July 11, 2019) (quotation omitted).

Second Avenue has an ongoing business relationship with its current residents, and had such a relationship with former residents. It is not unusual, where such relationships exist or recently existed, to make corrections of an account between the parties by issuing credits or refunds “in the ordinary course of” such business. *James*, 2019 WL 9098024, at *11. The same is true for revising or amending lease terms from time to time. Residents should not be deprived of the benefits from refunds and/or the chance to sign updated leases.

At the same time, Second Avenue is proceeding with transparency to the Court, the named plaintiffs, and residents. The notifications are written in neutral terms to provide necessary information, without giving any “false, misleading, or intimidating information, conceal[ing] material information, or attempt[ing] to influence the decision about whether to request exclusion from a class.” *Id.* The notifications do not require any tenant to accept the new lease or to request exclusion from any class. Although the refund provides a complete remedy, Second Avenue is not requiring residents to take any affirmative action to receive these refunds. And despite significant disagreements with the Complaint—which is baseless and intentionally inflammatory—Second Avenue is not making *any* representations about the pending lawsuit, plaintiffs’ allegations, or the rights of potential class members. *C.f. Hamilton v. Ohio Sav. Bank*, 1998-Ohio-365 (finding “unilateral and unsupervised communications” improper where defendants attempted to coerce waivers); *Haas v. Behr Dayton Thermal Prods., L.L.C.*, 2007-Ohio-571, ¶ 24 (finding communication to be “coercive” because it “heavy-handedly attempt[ed] to dissuade potential class members from participating”).

Here, Second Avenue’s course of action will improve residents’ experiences without interfering in the fair and efficient management of this case. In due course, the parties will be able to litigate their positions, and Second Avenue will be able to demonstrate that: (1) the claims lack

merit, (2) this action cannot be certified as a class action, and (3) judgment should be entered in Second Avenue's favor.

Dated: September 23, 2025

Of Counsel:

Pro Hac Motion Forthcoming

DLA Piper LLP (US)

Raj N. Shah

raj.shah@us.dlapiper.com

Eric M. Roberts

eric.roberts@us.dlapiper.com

Yan Grinblat

yan.grinblat@us.dlapiper.com

444 West Lake Street, Suite 900

Chicago, IL 60606

(312) 368-4000

/s/ Carolyn A. Taggart

Carolyn A. Taggart (0027107)

Justin J. Joyce (0090683)

Porter Wright Morris & Arthur LLP

250 East Fifth Street, Suite 2200

Cincinnati, OH 45202

Phone: (513) 369-4231

Email: ctaggart@porterwright.com

jjoyce@porterwright.com

Counsel for the Second Avenue Defendants

CERTIFICATE OF SERVICE

I hereby certify that on September 23, 2025, this document was served pursuant to Civ.

R. 5(B)(2)(f), by email, upon:

Pierre H. Bergeron
Isabel C. DeMarco
Markovits, Stock & Demarco, LLC
119 East Court Street, Suite 530
Cincinnati, OH 45202
Phone: (513) 651-3700
Email: pbergeron@msdlegal.com
idemarco@msdlegal.com

Shannon Price
Price Law LLC
2925 Campus Green Drive
Cincinnati, OH 45221
Phone : (513) 651-3700
Email : Shannonpl295@gmail.com

/s/ Carolyn A. Taggart

Carolyn A. Taggart (0027107)

Counsel for the Second Avenue Defendants

EXHIBIT 1

Current Tenant (New Lease Only):

Dear [NAME]:

We have updated our lease. The new version of the lease makes several changes compared to the version you signed. The changes are shown in the attached document.

We are offering current residents a choice to opt in to the revised lease. A copy of the new lease will be sent to all residents by DocuSign. You have two options:

- (1) **OPT IN:** To opt in, simply follow the instructions on DocuSign. Neither the duration of your lease nor your rent will change. For example, if your current lease ends on December 31, 2025, that will be true even if you sign the new version of the lease.
- (2) **DECLINE:** You are free to decline this offer and keep the current version of your lease. If you elect to decline this offer, you do not need to do anything. Your current lease will continue for the remainder of your current lease term.

If you have any questions about the new lease, please respond to this email and we will write back to you.

[CLOSING]

EXHIBIT 2

Current Tenant (New Lease and Refund):

Dear [NAME]:

We are issuing you a credit of \$[___] toward your October rent because you previously paid an overcharge for late fees. You do not need to take any action to receive this credit.

Additionally, we have updated our lease. The new version of the lease makes several changes compared to the version you signed. The changes are shown in the attached document.

We are offering current residents a choice to opt in to the revised lease. A copy of the new lease will be sent to all residents by DocuSign. You have two options:

- (1) **OPT IN**: To opt in, simply follow the instructions on DocuSign. Neither the duration of your lease nor your rent will change. For example, if your current lease ends on December 31, 2025, that will be true even if you sign the new version of the lease.
- (2) **DECLINE**: You are free to decline this offer and keep the current version of your lease. If you elect to decline this offer, you do not need to do anything. Your current lease will continue for the remainder of your current lease term.

If you have any questions about the new lease, please respond to this email and we will write back to you.

[CLOSING]

EXHIBIT 3

Prior Tenant (Refund):

Dear [NAME]:

While you were living at [ADDRESS], you paid an overcharge for late fees, in the amount of \$[___]. We would like to refund you this amount. Please reply to this email to let us know where we should send your refund.

[CLOSING]

EXHIBIT 4

SECOND AVENUE

RESIDENTIAL LEASE AGREEMENT

This residential lease agreement and its applicable addenda entered into on {{lease_start_date}}, between {{property_owner_name}} and {{primary_resident_name}} {{?family_member_list}}, {{family_member_name}} {{/family_member_list}} for the rental property located at the following address: {{property_full_address}} is agreed to by Parties under the following terms and conditions set forth below and in its addenda.

1. BASIC LEASE INFORMATION

1.1. LANDLORD INFORMATION

LANDLORD NAME	{{property_owner_name}}
ADDRESS FOR NOTICE	Second Avenue For Notices - Attn: Property Management For Payments - Attn: Payment Processing 401 E Jackson St, Suite 3000, Tampa, FL 33602
ADDRESS FOR PAYMENT	
ADDRESS FOR PROPERTY MANAGER	
PHONE/EMAIL	800-583-1628 / support@secondavenue.com

1.2. TENANT'S HOUSEHOLD

LEASEHOLDER NAME(S)	{{primary_resident_name}} {{?family_member_list}}, {{family_member_name}} {{/family_member_list}}
AUTHORIZED OCCUPANTS	{{resident_total_count}}

1.3. LEASE TERM

START DATE	{{lease_start_date}}	END DATE	{{lease_end_date}}
------------	----------------------	----------	--------------------

1.4. THE PREMISES

ADDRESS OF THE PREMISES	{{property_full_address}}
INTERNAL PROPERTY IDENTIFIER	{{property_business_id}}

1.5. RENT INFORMATION

BASE RENT	{{rent}}
PET RENT	{{pet_rent}}
WATER SYSTEM MAINTENANCE FEE	{{septic_fee}}
HOA AMENITY FEE	{{hoa_amenity_fee}}
HVAC FILTER FEE	{{filter_fee}}
OTHER FEE	{{other_fee}}
TOTAL	{{recurring_fee_total}}

1.6. DEPOSITS & FEES DUE UPON MOVE IN

SECURITY DEPOSIT	{{security_deposit}}
------------------	----------------------

SECOND AVENUE

PET FEE (Non-Refundable)	{{move_in_pet_fee}}
APPLICATION FEE	{{move_in_application_fee}}
LEASE PROCESSING FEE	{{move_in_processing_fee}}
RENT	{{move_in_rent}}
HOA AMENITY FEE	{{move_in_hoa_amenity_fee}}
WATER SYSTEM MAINTENANCE FEE	{{move_in_septic_fee}}
FILTER FEE	{{filter_fee}}
PET RENT	{{move_in_pet_rent}}
OTHER FEES	{{move_in_other_fee}}
TOTAL DUE UPON MOVE IN	{{move_in_fee_total}}

2. TERM: The LEASE TERM is defined as in Section 1.3 of the AGREEMENT. The LEASE TERM shall be deemed to include all agreed upon renewals and extensions of this AGREEMENT. Upon expiration of the LEASE TERM, TENANT shall peacefully surrender the PREMISES and adhere to all move out procedures as defined in Section 30 of this AGREEMENT. Further, TENANT shall return to the LANDLORD all items provided to the TENANT during the LEASE TERM including but not limited to: keys, garage door openers, pool keys, mailbox keys, and any other property owned by the LANDLORD. Upon vacating the PREMISES, TENANT shall leave the PREMISES in the same condition as when the TENANT initially took possession of the property, less normal wear and tear.

- **EARLY TERMINATION:** If TENANT wants to end this Lease and move out of the PREMISES before the end date, TENANT must do the following.
 - (1) TENANT must give LANDLORD a thirty (30) day written notice. This notice will begin on the first day of the month following the date LANDLORD receives notice.
 - (2) TENANT will pay LANDLORD rent and other costs due during this thirty (30) day period.
 - (3) TENANT will also pay LANDLORD a fee equal to two (2) months' rent as a leasing fee. This fee will be paid when TENANT initially gives LANDLORD the thirty (30) day advanced written notice.
 - (4) If TENANT fails to vacate upon the expiration of the thirty (30) day notice, or upon the expiration of any successive consensual periodic tenancies, TENANT shall additionally be held liable for holdover (double) rent
- **Concession:** If a rent concession is offered as part of this lease agreement, it is granted based on satisfying the full lease term. If the lease agreement is breached or terminated early, the full value of the lease concession credit will revert to a charge to the resident and will be added to the final move-out charge in the resident ledger and the final summary of charges.
- **Renewal:** TENANT must notify the LANDLORD at least 60 days prior to the expiration of the LEASE TERM if the TENANT does not intend to renew the AGREEMENT. In

SECOND AVENUE

order for the notice to be effective, TENANT must provide notice of non-renewal in writing. Failure to give 60 days notice by TENANT prior to the end of the LEASE TERM, after the LANDLORD gives prior notice of the deadline, will result in additional liability of TENANT for the following full monthly rental period. If TENANT fails to vacate upon the expiration of the LEASE TERM or upon the expiration of any successive consensual periodic tenancies, TENANT shall additionally be held liable for holdover (double) rent.

- **Month to Month Tenancy:** If LANDLORD consents to TENANT remaining on the PREMISES after the natural expiration of the LEASE TERM, and no new lease is signed, the tenancy may extend as a month-to-month tenancy at a monthly rental rate of **{{rent_for_monthly_type}}** per month, plus a month to month fee of **\$100.00**. The month to month tenancy may be terminated by TENANT or LANDLORD giving written notice no less than 15 days prior to the end of any monthly payment period. Termination of the tenancy shall occur on the last day of the month. TENANT shall not be permitted to pay any prorated rent amount, nor will TENANT receive any rent refund even if TENANT intends to vacate or vacates prior to the end of the monthly period. All other conditions of this lease and its addenda shall remain in effect.
- **Lease Transfer:** During the Lease Term, as long as TENANT is not and has not been in default, TENANT may request to transfer to another available residence managed by the Property Manager, subject to (i) applicable income and credit qualification, (ii) execution of a new lease with a term of at least one (1) year, (iii) applicable security deposit, (iv) prorated rent for the new property; and, (v) the payment of a transfer fee equal to one (1) months' current Monthly Rent, plus any applicable tax.

3. **USE OF THE PREMISES:** The PREMISES shall be used and occupied by TENANT and TENANT's authorized occupants as a private single-family dwelling. No occupants aside from those listed in Section 1.2 of this AGREEMENT shall be permitted to reside on the PREMISES without express written consent of the LANDLORD. No part of the PREMISES shall be used at any time during the term of this AGREEMENT by TENANT for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family home.

- **Assignment & Subletting:** TENANT shall not assign this AGREEMENT, sublet the PREMISES, or grant any license to use the PREMISES in part or its entirety to any other person or party without the prior express written consent of LANDLORD. LANDLORD's consent to one such assignment, subletting, or license shall not be deemed to be consent to any subsequent assignment, subletting, or license. Any assignment, subletting, or license without the prior express written consent of LANDLORD shall be null and void and shall, at LANDLORD's option, terminate this AGREEMENT.

4. **RENT:** The monthly base rent for the months 1-12 of the LEASE TERM is set forth as **{{rent_for_yearly_type}}**. Upon execution of this AGREEMENT and prior to occupancy of the PREMISES, TENANT shall pay to LANDLORD the full first monthly installment of base rent, pet fee(s) and the security deposit as set forth in sections 1.6 and 5 of this AGREEMENT and a lease processing fee. TENANT is not entitled to possession of the PREMISES until all the above-mentioned funds have been fully paid. If the TENANT takes possession of the PREMISES prior to paying the above-mentioned sums, LANDLORD does not waive its right to enforce this

SECOND AVENUE

provision. Base rent shall be due on or before the 1st day of each subsequent calendar month thereafter through the Lease Term. Should the Lease Term begin on a day other than the 1st day of the month, then the second installment of rent may be pro-rated. Time is of the essence in this AGREEMENT and all installment payments after move-in must be made by one payment regardless of the number of occupants, without demand. Payments following move-in must be made to LANDLORD by online electronic payment (including applicable fees), personal checks, money orders, or certified funds. Cash will not be accepted. TENANT must continue rental and other payments while the parties investigate the claims by the TENANT that a prior money order payment was lost or stolen.

- **Late Fees:** To avoid late fees, rent must be paid on or before the 3rd day of each month during the LEASE TERM, and all other payments due under this AGREEMENT must be paid within **5 calendar days** of the due date. When making a late payment, TENANT shall pay to LANDLORD, in addition to such payment or other charges due hereunder, a Late Fee in the amount of ~~10% of the BASE RENT as additional rent~~ **\$50.00**. ~~If a legal notice to pay rent is required to be served to TENANT as a result of nonpayment of rent or any other sums due under this AGREEMENT, a Notice Fee in the amount of \$40.00 shall be charged as additional rent.~~
 - **Dishonored check/NSF Fee:** If TENANT'S check is dishonored or TENANT'S payment fails due to insufficient funds, TENANT must pay LANDLORD the greater of a service charge of **5%** of the value of the payment or **\$35.00** as additional rent. Additionally, Tenant shall pay any other charges and penalties provided by Ohio law and accrued Late Fee as additional rent. If one of TENANT'S payments is dishonored, TENANT must pay all future base rent, late fees, and all other amounts due to LANDLORD under this AGREEMENT by cashiers check or money order. LANDLORD is not required to redeposit a dishonored check. TENANT is responsible for all sales or other taxes that may be due on TENANT'S payments to LANDLORD under this AGREEMENT. LANDLORD may refuse TENANT'S tender of payment of Base Rent, Late Fee, or any other amount due under this AGREEMENT after expiration of a demand for rent or possession of the property as provided by Ohio law.
 - **Application of Payments:** LANDLORD will apply all funds received from TENANT first to any periodic rent obligations including late fees, dishonored check fees, NSF fees, repair chargebacks, then to rent, regardless of any notations on a check or other form of payment.
 - **Additional Rent:** All amounts due by TENANT to LANDLORD under this AGREEMENT are considered additional rent.
 - **Monthly Rent:** Resident will pay **{{rent}}** per month plus any applicable sales or rental tax, during the first twelve (12) months of the lease term ("Monthly Rent"). If the Lease Term is longer than 12 months, for months 13 and after, Monthly Rent will be **{{second_rent}}** per month, plus any applicable sales or rental tax. Landlord has the right to increase Monthly Rent for each Renewal Term. Monthly Rent automatically increases for a month-to-month extension, as provided in this Lease. Rent shall be due without notice, demand, or deduction.
5. **SECURITY DEPOSIT:** Upon the execution of this AGREEMENT and prior to occupancy, TENANT shall deposit with LANDLORD the sum of **{{security_deposit}}** as security for the full

SECOND AVENUE

performance of all of TENANT's obligations under this AGREEMENT, and also for any damage caused to the PREMISES during the Lease Term hereof. LANDLORD will deposit and hold TENANT's Security Deposit in a separate non-interest-bearing account for the benefit of the TENANT, commingled with other security deposits, at the following bank:

{{security_deposit_bank_name}}, address: {{security_deposit_billing_address}}. TENANT may not apply the Security Deposit toward any unpaid Base Rent or Late Fee; however, LANDLORD shall have the right, but not the obligation, to apply TENANT's Security Deposit, either in whole or in part, toward any unpaid Base Rent, Late Fee, or other amount due to LANDLORD under this AGREEMENT. TENANT's liability to LANDLORD under this AGREEMENT is in no way limited by the amount of the Security Deposit. If a tenant requests alternative security deposit options, those shall be presented according to Ohio and local laws.

- YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.
 - IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.
6. **NON-DELIVERY OF POSSESSION:** In the event LANDLORD cannot deliver possession of the PREMISES to TENANT upon the commencement of the Lease term, through no fault of LANDLORD or its agents, then LANDLORD or its agents shall have no liability and this AGREEMENT and all rights hereunder shall terminate.
7. **CONDITION OF PREMISES:** Ohio Code § 5321.04(A)(1) to (6) states: A landlord who is a party to a rental agreement shall do all of the following: (1) Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety; (2) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition; (3) Keep all common areas of the premises in a safe and sanitary condition; (4) Maintain in 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 the landlord; (5) When the landlord is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of a dwelling unit, and arrange for their removal; (6) Supply running water, reasonable amounts of hot water, and reasonable heat at all times, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of

SECOND AVENUE

the tenant and supplied by a direct public utility connection

TENANT will inspect the Premises and, subject to the above, agrees to accept the condition "AS IS" with no additional warranties or promises express or implied. All visible damage or defect of the Premises is to be noted on the move-in inspection report, to be completed by TENANT within seven (7) days of the move-in date. The absence of any such note will be conclusive evidence of the TENANT's responsibility of the damage or defect. With the exception of the LANDLORD's obligations as set forth in Ohio Code § 5321.04(A)(1) to (6), TENANT accepts the Premises, and all furnishings, appliances, landscaping and fixtures AS IS, WITH ALL FAULTS. Except as expressly provided herein, Landlord has made no express or implied representations or warranties regarding the condition of the Premises. ~~The Premises and any personal property or fixtures included therewith are clean and in operable condition. The taking of possession of the Premises by TENANT shall be conclusive evidence that the Premises were in satisfactory condition at the time such possession was taken.~~

7.1 Appliances: TENANT acknowledges that the appliances are in good, working condition at the time of occupancy by TENANT and shall be returned to LANDLORD in that same condition. If a pool/spa heater, washer, dryer, water softener, or water filtration system is provided by the landlord at the time of move in, they are provided as a convenience and are NOT WARRANTED FOR REPAIR OR REPLACEMENT BY THE LANDLORD.

7.2 Pool Indemnification and Waiver: If the Premises includes or has access to a Pool, which for the purposes of this section includes any lake, pond or other water feature, the TENANT further acknowledges that, while the Pool is enclosed from the general public, there may be no wall, fence or other barrier between the Pool and the TENANT on the Premises and there may be no motorized safety cover on the Pool which requires the operation of a key switch. TENANT assumes all risk relating to the Pool and access thereto and hereby waives any and all claims, now existing or hereafter arising, against LANDLORD or its agents of any nature whatsoever regarding or relating in any way to the Pool and access thereto. In addition, TENANT hereby indemnifies and holds LANDLORD and its agents harmless from any claims, now existing or hereafter arising, of any nature whatsoever regarding or relating in any way to the Pool and access thereto that might ever exist in favor of TENANT or any of TENANT'S employees or invitees. TENANT understands that the Pool is strictly an amenity and that the use of this amenity is not guaranteed under the terms of this Lease. Any interruption or non-availability of the use of the Pool will not violate any terms of this Lease.

7.3 Smoke and Carbon Monoxide Detectors: LANDLORD will furnish smoke and carbon monoxide detectors only if required by statute and will test them and provide working batteries when TENANT first take possession. After that, TENANT must test the smoke detectors and the carbon monoxide detectors on a regular basis, and pay for and replace batteries as needed, unless the law provides otherwise. TENANT must test automatic fire alarms at the beginning of your lease term and monthly thereafter. LANDLORD may replace dead or missing batteries at your expense, without prior notice to TENANT. TENANT must immediately report smoke or carbon monoxide detector malfunctions to LANDLORD. Neither TENANT nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If TENANT damages or disables the smoke or carbon monoxide detectors or removes a battery without replacing it with a working battery, TENANT may be liable to us for \$100 plus one month's rent, actual damages, and reasonable attorney's fees. If TENANT disables or damages the smoke or carbon monoxide detectors or fails to replace a

SECOND AVENUE

dead battery or report malfunctions to LANDLORD, TENANT will be liable to LANDLORD and others for any loss, damage, or fines from fire, smoke, or water.

7.4 Winterization: During freezing weather, TENANT must ensure that the temperature in the PREMISES is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your PREMISES, TENANT shall be liable for damage to our and others' property. If TENANT ask our representatives to perform services not contemplated in this Lease, TENANT will indemnify us and hold us harmless from all liability for these services.

7.5 Garage Door Opener. If an enclosed garage is furnished, TENANT will be provided with a garage door opener and/or garage key. TENANT will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

8. PEST CONTROL: TENANT ~~shall not create any condition that causes a pest infestation. If TENANT's failure to perform TENANT's obligations results in the presence of pests on the PREMISES (including both indoor and outdoor areas), TENANT shall be responsible for the reasonable cost of pest control shall be responsible for any and all pest control necessary for the interior and exterior of the PREMISES at TENANT's sole expense. Pursuant to Section 5321.05 of the Ohio Revised Code, TENANT shall be responsible for, at TENANT's sole cost, the extermination of any bedbugs in the PREMISES during the LEASE TERM or that may be found in the PREMISES upon TENANT'S vacating. TENANT is responsible for on-going lawn maintenance which includes the recurring chemical treatments needed for bugs and insects that kill and damage lawns, as well as any fertilizer, herbicide, and pesticide treatments needed on a regular basis at TENANT's sole expense.~~

9. ALTERATIONS & IMPROVEMENTS: TENANT shall make no alterations to the interior or exterior of the PREMISES, construct any building, or make any other change, alteration, and/or improvement on or to the PREMISES, including, but not limited to, painting of the interior or exterior walls, without the prior express written consent of LANDLORD. Any and all changes, alterations, and/or improvements shall, unless otherwise provided by written agreement between LANDLORD and TENANT, become the property of LANDLORD and remain on the PREMISES at the expiration or termination of this AGREEMENT. Regardless of LANDLORD's consent, LANDLORD reserves the right to demand that TENANT remove all changes, alterations, and/or improvements at the end of TENANT's tenancy and restore the PREMISES to its original condition at TENANT's sole expense.

10. HAZARDOUS MATERIALS: TENANT shall not keep on the PREMISES any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the PREMISES or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. UTILITIES: The LANDLORD will arrange for and place the water and sewer services in their name and will bill the Tenant for these services. The TENANT shall be responsible for arranging for and paying for all other utility services required on the PREMISES, including but not limited to, garbage, telephone, and electric. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the AGREEMENT.

SECOND AVENUE

UTILITY SERVICE:	WHO PAYS:	INVOICE IN THE NAME:
Electricity	TENANT	TENANT
Natural Gas	TENANT	TENANT
Propane	TENANT	TENANT
Water and sewage	TENANT	LANDLORD
Trash	TENANT	TENANT

See also: Utility and Services Addendum, attached and incorporated herein.

12. MAINTENANCE & REPAIR: TENANT shall surrender the PREMISES at the termination or expiration of the Lease Term in as good the condition as it was at the commencement of this AGREEMENT, except for normal wear and tear. During TENANT'S occupancy of the PREMISES, TENANT will, at his/her sole expense, keep and maintain the PREMISES in a clean and sanitary condition. TENANT shall be fully responsible to pay for all damage to the PREMISES and/or the community in which the PREMISES is located caused by or contributed to by TENANT or TENANT's occupants, guests, AGREEMENT invitees. TENANT shall pay to repair or replace such damage within 10 days of LANDLORD'S demand for payment. TENANT'S refusal to do shall constitute a material breach of this AGREEMENT.

- **Lawn Maintenance:** TENANT shall be responsible for maintaining the exterior of the PREMISES, including but not limited to: mowing, edging, and trimming the lawn; maintaining the plants, trees, and/or shrubs; removing all weeds from flower beds, landscape beds, driveways, and sidewalks; watering all grass and landscaping sufficiently to keep it alive; and maintaining a recurring lawn treatment service of fertilizer, pesticide, and herbicide at TENANT's sole expense. Additionally, TENANT shall be responsible for trimming and removing tree branches that are below 8 feet from the ground, including any fallen branches. LANDLORD shall be responsible for trimming and maintaining tree branches that are 8 feet or higher above the ground at the sole discretion of the LANDLORD. Any tree maintenance concerns should be promptly reported to the LANDLORD for appropriate action.
Should the landlord determine that the tenant is not providing regular lawn maintenance, Landlord has the right to engage a lawn care company and charge Tenant for services provided. The tenant agrees that all watering charges are the sole responsibility of the tenant.

- **Household Maintenance:** ~~TENANT shall be responsible for all non-habitability maintenance and repairs less than \$200.00. TENANT may be held liable for any and all charges for these repairs incurred by the owner. Additionally,~~ TENANT is responsible for the following maintenance including but not limited to: (1) replacing the air conditioning filter(s) on a ~~monthly~~ quarterly basis; (2) changing and/or maintaining all light bulbs within the PREMISES; (3) replacing batteries within the smoke detectors as required, (4) removing trash from the PREMISES and ensuring that the same is properly disposed of and placed at the curb twice a week with trash pickup, (5) plunging toilets and ensuring that no grease, sanitary napkins, or any other objects are placed down the drains, pipes or toilets, (6) cleaning all fixtures, appliances, and vents, (7) cleaning windows, floors, and carpets, (8) cleaning and clearing of sidewalks, steps, drives, and patio, (9) refraining from causing closet doors to be off-track, (10) keeping any gutters and floor or landscape drains free of trash, leaves, and/or debris or other obstruction, (11) protect pipes and

SECOND AVENUE

water fixtures against freezing with regular use. Damages resulting from these acts will be the sole responsibility of TENANT.

- **Duty to Report:** TENANT shall immediately report, in writing, any damages or defects that occur on the PREMISES, including but not limited to, broken toilets, appliances, air conditioning, hot water heater, or water leaks of any kind. TENANT's failure to do so will constitute a material breach of this AGREEMENT.
- **Maintenance Requests:** ALL REQUESTS FOR MAINTENANCE MUST BE MADE IN WRITING. In the event any repair is necessary as a result of damage caused by TENANT, occupants or their guests or invitees, OWNER shall have the right to charge TENANT for the reasonable cost of the repair as additional rent. If, (i) after TENANT submits a service request and OWNER or its AGENT provides reasonable notice of intent to access the Property to complete repairs, (ii) after TENANT schedules access the Property, or (iii) in the event of an emergency or a comparable situation where provision of notice is impracticable, OWNER or its AGENT is unable to access the Property to complete the service request as a result of TENANT's conduct, TENANT shall be responsible for reasonable costs, such as trip charges, incurred by OWNER in attempting to access the Property as additional rent. If, after proper notice, TENANT refuses entry to OWNER or its AGENT for the purpose of conducting an inspection, re-inspection, and/or a repeat visit for any issue is made or must take place (for any reason including but not limited to tenant changing locks, violations, prospect showing, inspections, etc.) the TENANT will be charged \$50.00 for each additional visit to the property that is made. Additionally, it is expected that all maintenance and repairs can be performed during normal business hours (8am-5pm) unless otherwise requested by the LANDLORD or its Agent. Failure to provide access to the LANDLORD or its Agent to perform repairs during normal business hours will result in an additional charge to the TENANT of \$75.00 per occurrence.

13. TENANT RESPONSIBILITIES: TENANT agrees to comply with and obey, and require TENANT's occupants, guests, and invitees to obey the rules and policies set forth below, as well as all other rules and policies that LANDLORD may implement in the future:

- **Obstruction:** TENANT shall not obstruct the driveways, sidewalks, courts, entryways, stairs, and/or halls, which shall be used for the purposes of ingress and egress only and may not be used to store belongings.
- **Doors, Windows, & Window Coverings.** TENANT shall keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair. TENANT shall not leave windows or doors in an open position during any inclement weather. Do not obstruct or cover the windows or doors, except with the window coverings provided with the PREMISES. Where window coverings are not provided by the LANDLORD, TENANT may install window coverings at his own expense. The window coverings must show white to the outside. TENANT bears the sole responsibility of restoring the PREMISES to its original condition, absent normal wear and tear, upon vacating. Window coverings, where provided, may not be changed. No signs or other items that the LANDLORD, in its sole discretion, deems unsightly may be displayed in TENANT'S windows or elsewhere on the PREMISES at any time.

SECOND AVENUE

- **Laundry:** TENANT shall not hang any laundry, clothing, sheets, rugs, towels etc. from any clothesline, window, rail, porch or balcony nor air or dry any of same within any yard area or space. If a washer and/or dryer are not provided by the LANDLORD, TENANT must obtain prior written consent from LANDLORD to have a professional install TENANT'S own washer and dryer in the PREMISES.
- **Filters:** TENANT shall keep all air conditioning filters clean and free from dirt and replace at least every three months, unless modified by any attached addenda.
- **Plumbing:** TENANT shall keep all sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. TENANT shall not allow any sweepings, grease, oil, rubbish, sand, rags, ashes, feminine hygiene products, diapers, flushable wipes, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by TENANT.
- **Water Softener:** If the leased premises are equipped with a water softener, the Tenant acknowledges its presence and agrees to the following terms and conditions:
 - **Water Softener Use:** The Tenant agrees to use the water softener in a reasonable manner, following any manufacturer's instructions, and not to misuse, damage, or remove it without prior written consent from the Landlord.
 - **Water Softener Addendum:** If the home has a water softener installed, TENANT agrees to sign the Water Softener Addendum as a mandatory part of the lease agreement. This addendum authorizes the LANDLORD to charge appropriate maintenance fees and provide required servicing. TENANT acknowledges that the addendum and its terms, including fees, apply automatically to this lease agreement even if not initially signed, effective from the start of the lease term.
 - **Regular Maintenance: Landlord** will provide regular routine maintenance and salt service to ensure the system is operating as designed. This inspection will include checking the salt levels, cleaning the Brine Tank on an annual basis, and identifying and eliminating salt bridges. Regular maintenance is essential for optimal performance of the water softener, much like any other household appliance.
 - **Tenants Responsibility:** While a water softener professional will adhere to a regular servicing schedule, the Tenant is responsible for taking proactive steps to ensure efficient operation. This includes promptly reporting any issues to the Landlord and adhering to provided guidelines for optimal usage.
 - **Repairs and Replacement:** The Landlord will handle repairs or replacement of the water softener due to normal wear and tear or malfunctions not caused by Tenant negligence or misuse.
 - **Cost of Repairs:** The Tenant shall cover the cost of water softener repairs or replacement resulting from their negligence, misuse, or failure to perform their responsibilities as outlined in this agreement.

SECOND AVENUE

- **Access and Termination:** The Tenant agrees to provide reasonable access for water softener maintenance and inspections. In case of lease termination, the Tenant shall leave the water softener in the same condition as at the beginning of the tenancy, allowing for ordinary wear and tear.
- **System Performance:** The continuous flow of water through the system can lead to the accumulation of rust and various residues if not routinely cleaned and serviced. The regular maintenance schedule outlined above is designed to prevent these issues and ensure optimal performance of the water softener.
- **Garbage & Trash Disposal:** TENANT must deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements. TENANT shall properly store any trash cans. TENANT shall bring in any trash cans promptly after waste management collection services collects the trash.
- **Vehicle Requirements:** Except for automobiles, motorcycles, and non-commercial small trucks, no vehicles including but not limited to trucks, boats or boat trailers, campers, travel trailers, and motor homes may be parked on the PREMISES. All vehicles must be currently licensed with the current license tag displayed, be in good operating condition, be in compliance with all requirements to operate upon public streets and highways, and not be unsightly (determined within LANDLORD'S sole discretion). No vehicle maintenance, repair, or similar activities may be performed on the PREMISES, and signs may not be displayed on or from vehicles. Washing of vehicles may be restricted to designated areas and times.
- **Parking:** Vehicles must be parked only within spaces provided for parking. No vehicle may be parked in a manner blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, upon the sidewalks or walkways, or in entrances or exits. LANDLORD may impose additional parking regulations including limiting the number of vehicles that TENANT or TENANT's occupants, guests, or invitees may park on the PREMISES, require the use of parking decals on vehicles, and/or assign parking spaces. No more than one vehicle is allowed for each adult resident without LANDLORD'S written consent.
- **Towing:** Any violations of the parking rules or vehicle requirements will subject the vehicle to being towed without notice and at the owner's expense. TENANT agrees that LANDLORD shall not be liable for any damage arising as a result of towing. TENANT acknowledges that it is TENANT's responsibility to advise TENANT's family, occupants, guests, and invitees of these rules and policies. TENANT further agrees to ensure compliance with these rules and policies. TENANT shall indemnify and defend LANDLORD from and against any claims by TENANT'S occupants, guests, or invitees for the towing of their vehicles for violating these policies. TENANT further agrees to pay for said towing and other charges related thereto as additional rent to be paid immediately.
- **Sales and Solicitation:** No garage sales or other sale of belongings or merchandise may be conducted on the PREMISES. Solicitation of other residents by TENANT or TENANT'S family, occupants, guests, or invitees is prohibited.

SECOND AVENUE

- **Prohibited Alterations to the PREMISES:** Nothing may be attached to or extended from the outside of any part of the building/home except by the LANDLORD. This includes but is not limited to antennas, radio antennas, television antennas, citizens band antennas, etc., which shall not be placed on or affixed to any part of the PREMISES. Locks may not be altered. Door knockers, doorbells, wifi doorbells, security systems, or other door or window attachments may not be installed without LANDLORD's prior written consent. No spikes, adhesives, screws, hooks, nails, or similar implement may be driven into or applied to the walls or other surfaces without our prior written consent, except that small nails may be used for hanging wall decorations. TENANT is responsible for the cost of repairing any holes.
- **Recreational Equipment:** Trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the PREMISES are not allowed without prior written permission and evidence of insurance.
- **Water Filled Furniture:** No water-filled item or furniture is permitted except waterbeds, and waterbeds are not permitted unless LANDLORD is first protected as a loss payee on an insurance policy obtained by TENANT and approved by LANDLORD in writing prior to the installation of such furniture. TENANT shall secure insurance immediately for any water filled furniture and devices with a loss payable clause to LANDLORD.
- **Barbeque Grills:** Barbeque grills must be stored and used in accordance with local fire code and must never endanger others or the PREMISES.
- **Recreational & Community Areas:** TENANT, TENANT'S occupants, guests, and invitees shall abide by the rules and regulations governing the use of recreational areas and facilities provided by the community in which the PREMISES is located. Additionally, TENANT must also abide by and be bound by any and all rules and regulations affecting the PREMISES, or which may be adopted or promulgated by LANDLORD and/or the homeowners' association having control over the PREMISES.
- **Attic Access:** Access to the attic is strictly prohibited. Attic access panels, doors and stairs, if present, are for the LANDLORD's use alone.

14. PROHIBITED CONDUCT: Neither Tenant, Tenant's occupants, nor guests may engage in the following activities: behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the PREMISES; disrupting and/or interfering with Landlord's business operations; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the PREMISES; and/or injuring our reputation by making bad faith allegations against us to others. All incidents of such conduct shall be deemed a breach of this AGREEMENT.

15. CRIME: TENANT, TENANT'S occupants, guests, or invitees shall not engage in criminal activity, including but not limited to drug-related activity of any kind at or near the PREMISES. Drug related activity shall include but is not limited to the illegal manufacture, sale, distribution, use, or possession, whether with or without intent to distribute, manufacture, sell, or use, an illegal or controlled substance as defined in the federal Controlled Substance Act or by state law. TENANT, TENANT'S occupants, guests, or invitees shall not engage in any act intended to facilitate criminal activity; shall not permit the Property to be used for or to facilitate criminal activity of any kind or nature; shall not engage in or threaten

SECOND AVENUE

violence, assault, batter, threaten, or intimidate others; shall not possess an illegal weapon, display or possess a gun, knife, or other weapon in the common areas or elsewhere upon the PREMISES, or discharge any type of weapon or gun; and shall not commit any breach of this Lease that otherwise jeopardizes the health, safety, and welfare of the LANDLORD, its agent, other tenants, visitors, or guests, or involves imminent or actual serious property damage.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

A single violation of any of the provisions of this Section shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the AGREEMENT pursuant to state and/or federal law. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but instead, a preponderance of the evidence.

16. DESTRUCTION OF PREMISES: In the event the PREMISES are destroyed or rendered wholly untenantable, and continued occupancy would pose a threat to the health and safety of TENANT, this AGREEMENT shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between LANDLORD and TENANT up to the time of such injury or destruction of the Premise. TENANT shall pay RENT up to such date and LANDLORD shall refund RENT collected beyond such date. Should a portion of the PREMISES thereby be rendered untenantable, the LANDLORD shall have the option of either repairing such injured or damaged portion or terminating this AGREEMENT. In the event that LANDLORD exercises its right to repair such untenantable portion, the RENT shall abate in the proportion that the injured parts bears to the whole PREMISES, and such part so injured shall be restored by LANDLORD as soon as reasonably practical after which the full rent shall recommence, and the AGREEMENT continue according to its terms.

17. ACCESS TO THE PREMISES: LANDLORD and LANDLORD's agents shall have the right at all reasonable times during the term of this AGREEMENT and any extension/renewal thereof to enter the PREMISES in order to inspect the PREMISES and to make any repairs, additions, or alterations as LANDLORD may deem appropriate for the preservation of the PREMISES. LANDLORD and its agents shall further have the right of entry to exhibit the PREMISES "for sale" or "for lease" at all reasonable times and at any point during the term of this AGREEMENT. LANDLORD shall further be permitted to display a "for sale" or "for lease" sign on the PREMISES at any time within 45 days before the expiration of this AGREEMENT. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this AGREEMENT or to any restrictions, laws, rules or regulations affecting the PREMISES.

- **Reasonable Notice:** The LANDLORD may enter the dwelling unit upon reasonable notice to the TENANT and at a reasonable time in order to repair the PREMISES or to conduct inspections. "Reasonable notice" for the purpose of repair or inspection is notice given at least 24 hours prior to the entry. Reasonable time for the purpose of repair or inspection shall be between the hours of 7:30 a.m. and 8:00 p.m. unless otherwise stipulated or arranged by the PARTIES.
- **Right to Entry:** Notwithstanding the foregoing, the LANDLORD may enter the dwelling unit when necessary, under any of the following circumstances:

SECOND AVENUE

[X] Tenant Unreasonably Withholds Consent

[X] Emergencies

[X] Tenant assumed to have abandoned the PREMISES upon reasonable information or belief.

[X] Upon Tenants Consent

- **Locks & Alarms:** TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with at least two keys to all new locks within 72 hours of new locks being installed. If TENANT has an active or inactive alarm system in the house, the LANDLORD must be given the alarm code for the LANDLORD'S file.

18. SUBORDINATION OF LEASE: This AGREEMENT and TENANT'S interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the PREMISES by LANDLORD. This shall include any and all advances made under any such mortgages, liens, or encumbrances including but not limited to, future advances, the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

19. INDEMNIFICATION: LANDLORD shall not be liable for any damage, loss, or injury to any person, including but not limited to TENANT or TENANT's occupants, guests, or invitees, or property belonging to any such persons, occurring within the PREMISES or the community in which the PREMISES are located, ~~whether caused by or contributed to by LANDLORD or someone else~~ caused or contributed to by TENANT or TENANT's occupants, guests, or invitees or property belonging to any such persons. TENANT agrees on behalf of TENANT and TENANT's occupants, guests, and invitees, to defend, indemnify, and hold LANDLORD harmless from any and all TENANT is responsible for obtaining his/her own liability and casualty insurance. IT IS STRONGLY RECOMMENDED THAT TENANT OBTAINS INSURANCE TO PROTECT TENANT AND TENANT'S FAMILY, OCCUPANTS, GUESTS, AND INVITEES, AND PROPERTY BELONGING TO SUCH PERSONS. TENANT agrees that TENANT's successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this AGREEMENT.

20. DISPUTES AND LITIGATION: In the event of a dispute concerning the tenancy created by this AGREEMENT, TENANT agrees that if the PREMISES are being managed by an agent for LANDLORD, TENANT agrees to hold agent, its heirs, employees, and assigns harmless and shall look solely to the LANDLORD of the PREMISES in the event of a legal dispute.

20.1. Waiver of Jury Trial: The TENANT waives the right to a trial by a jury for all disputes related to this AGREEMENT or the tenancy at the PREMISES.

21. SECURITY: TENANT acknowledges and agrees that LANDLORD does not provide and has no duty to provide security services for the protection of TENANT or TENANT'S occupants, guests, and invitees or the property of any such person. TENANT agrees that LANDLORD shall not be liable for any alleged failure to provide security services to TENANT, TENANT'S occupants, guests, or invitees and their property from the criminal or wrongful acts of others. TENANT shall look solely to local law enforcement agencies for such protection. If, from time to time, LANDLORD provides any security services, those services are only for the protection of LANDLORD'S property. Such services may be discontinued at any time. Provision of such services will not constitute a waiver or modification of this provision.

SECOND AVENUE

22. Animals: No pets shall be allowed in or upon the PREMISES at any time other than those permitted by addendum. Tenant is allowed to have common household pets such as dogs, cats, birds, small rodents, and fish in a standard home aquarium not exceeding 2.5 gallons, subject to prior written approval from Landlord. Exotic animals, reptiles, amphibians, arachnids, large or wild mammals, insects, and other non-domesticated species are strictly prohibited. **TO OBTAIN APPROVAL, THE TENANT MUST COMPLETE A PET APPLICATION SIGNED BY ALL PARTIES AND PROVIDE A RECENTLY DATED PICTURE OF THE PET AND, UPON APPROVAL, FILL OUT A PET ADDENDUM AND PAY THE APPLICABLE PET FEES AND PET APPLICATION FEE PRIOR TO MOVE- IN.** The pet deposit, if any, may be used by LANDLORD for any damage related to the pet(s), for ANY other monies owed by TENANT under the terms of this AGREEMENT, Tenant is responsible for any damages caused by their pets, and for physical damages to the PREMISES, whether pet related or not. Tenant must maintain cleanliness and hygiene, preventing pet-related nuisances. Approval may be revoked non-compliance, and violations may result in penalties or eviction as permitted by law. This clause is an integral part of the Lease Agreement. **TENANT SHALL PAY LANDLORD \$500 FOR EVERY UNREGISTERED PET; MONIES DUE WITHIN TEN DAYS FROM RECEIVING WRITTEN NOTICE FROM LANDLORD. UNREGISTERED PETS AND THE FAILURE TO PAY THE FINE ARE GROUNDS FOR EVICTION..**

23. DEFAULT: TENANT shall be in default of the Lease and LANDLORD may begin eviction proceedings or otherwise terminate the lease if TENANT, any guest or occupant violates any term of this Lease including but limited to the following:

- 23.1** TENANT fails to pay rent or any other amount when it is due or owing;
- 23.2** TENANT breaches any of the terms and/or conditions of this Lease;
- 23.3** TENANT or any guest or occupants violates the house rules, or fire, safety, health, or criminal laws.
- 23.4** TENANT abandons the PREMISES;
- 23.5** TENANT gives incorrect or false answers in a rental application.
- 23.6** TENANT or occupant is arrested, convicted, or given deferred adjudication for a felony.
- 23.7** TENANT or occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute.
- 23.8** Illegal drugs or paraphernalia are found on the PREMISES.
- 23.9** TENANT or any guest or occupant engages in any of the prohibited conduct described in this AGREEMENT. If TENANT fails to comply with any of the material provisions of this AGREEMENT or of any present rules and regulations or any that may be hereafter prescribed by LANDLORD, or materially fails to comply with any duties imposed on TENANT by statute, within 7 days after delivery of written notice by LANDLORD specifying the non-compliance and indicating the intention of LANDLORD to terminate the Lease by reason thereof, LANDLORD may terminate this AGREEMENT and hold tenant responsible for all costs and fee incurred to successfully re-lease the **TENANT'S failure to move into the PREMISES shall constitute a default by TENANT.** Retaking of possession shall not constitute a rescission of this lease or a surrender of the leasehold state. If TENANT fails to pay rent when due and the default continues after the delivery of Notice to LANDLORD regarding such default, LANDLORD may, at LANDLORD's option, may exercise any and all rights and remedies available to LANDLORD at law or in equity, including the termination of this AGREEMENT, without further notice to TENANT.

SECOND AVENUE

Right to Immediate Termination: Notwithstanding the foregoing, if TENANT or TENANT'S occupants, guests, or invitees engage in any criminal activity on the PREMISES, or unreasonably disturb disturbs other residents or the LANDLORD or LANDLORD'S agents or causes damage to PREMISES or the community in which the PREMISES is located, such action will be a default under this AGREEMENT. LANDLORD may terminate this AGREEMENT immediately. In such event, LANDLORD shall have all other rights and remedies provided by law and such remedies will be cumulative.

~~WAIVER OF NOTICE:~~

~~NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT)
TENANT AGREES TO GIVE UP CERTAIN LEGAL RIGHTS AS PROVIDED BY THE
LANDLORD AND TENANT ACT OF 1951; NO NOTICE WILL BE REQUIRED TO BE
GIVEN BY LANDLORD AND TENANT WILL BE ASKED TO LEAVE AND GIVE UP
THE PREMISES. TENANT WILL BE ASKED TO LEAVE THE LEASED PROPERTY
WITHOUT NOTICE UNDER ANY OF THE FOLLOWING CONDITIONS.~~

- ~~1. TENANT DOES NOT LEAVE THE PROPERTY AT THE END OF THE
LEASE TERM.~~
- ~~2. TENANT BREAKS ANY OF THE TERMS AND CONDITIONS OF THE
LEASE.~~
- ~~3. TENANT FAILS, UPON DEMAND, TO MAKE ALL RENT AND OTHER
PAYMENTS WHEN DUE~~

TENANT(S) SIGNATURES:

{{Resident_Print_Name_Locator}} {{Resident_Initial_Signed_Locator}}

{{?resident_family_list}}

{{Resident_Family_Print_Name_Locator}} {{Resident_Family_Initial_Locator}}

{{/resident_family_list}}

24. APPLICATION: If any information given by TENANT in TENANT'S application is false, LANDLORD may, at LANDLORD's option, terminate this lease. TENANT is required to promptly notify LANDLORD in writing of any change in the contact information provided to LANDLORD in TENANT'S.

25. LANDLORD'S REMEDIES: If TENANT breaches this AGREEMENT and LANDLORD has obtained a writ of possession, or if at any time during the term of this AGREEMENT TENANT surrenders possession of the PREMISES to LANDLORD, or if TENANT abandons the PREMISES, the LANDLORD may: (a) treat this AGREEMENT as terminated and retake possession for the LANDLORD'S own account, thereby terminating any further liability of TENANT under this AGREEMENT; or, (b) retake possession of the PREMISES for the account of TENANT, holding TENANT liable for the difference between the rent stipulated to be paid under this AGREEMENT and what, in good faith, LANDLORD is able to recover from a re-leasing of the

SECOND AVENUE

PREMISES; or, (c) stand by and do nothing, holding TENANT liable for the rent as it comes due. If LANDLORD's right of reentry is exercised following surrender or abandonment of the PREMISES by TENANT, then LANDLORD shall consider any personal property belonging to TENANT and left on the PREMISES to also have been abandoned, in which case LANDLORD may dispose of all such personal property in any manner LANDLORD shall deem proper and LANDLORD is hereby relieved of all liability for doing.

- **Eviction Administration:** An Eviction Administration Fee in the amount of \$200 will be charged for the Property Manager's preparation of documents for an eviction proceeding.

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT(S) AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY OHIO STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

26. GENERAL PROVISIONS: Should it become necessary for LANDLORD to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the PREMISES, TENANT ~~agrees to pay~~ acknowledges that TENANT may be liable for all expenses so incurred, including a reasonable attorneys' fee, ~~whether before or after a lawsuit is filed,~~ and including any appeal, bankruptcy, and/or judgment execution action or proceeding. TENANT shall not record this AGREEMENT in the public records of any county. In the event that TENANT does so record this AGREEMENT, this AGREEMENT shall, at LANDLORD's option, terminate immediately and LANDLORD shall be entitled to all rights and remedies that it has at law or in equity. This AGREEMENT shall be governed, construed, and interpreted by, though, and under the Laws of the State of Ohio, and the parties hereto agree that any action necessary for the enforcement of this AGREEMENT shall be brought in the county where the PREMISES is located. The TENANT waives the right to a trial by a jury for all disputes related to this AGREEMENT or the tenancy at the PREMISES. If any provision of this AGREEMENT or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this AGREEMENT nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. No indulgence, waiver, election, or non-election by LANDLORD under this AGREEMENT shall affect TENANT's duties and liabilities hereunder. The parties hereby agree that this AGREEMENT and all written addendums hereto (if any) constitute the entire AGREEMENT between LANDLORD and TENANT and may be modified only in a written document signed by all parties to this AGREEMENT.

27. HOMEOWNER ASSOCIATION RULES: If the Premises are subject to or located within a homeowner, neighborhood, or condominium association ("HOA"), then TENANT's rights under this Lease shall be subject to the covenants, restrictions, rules and requirements of such HOA relating to the Premises, which covenants, conditions, rules and restrictions are hereby incorporated herein (collectively "CC&Rs").

27.1 Compliance: TENANT must review and comply with all CC&Rs requirements affecting the Premises. TENANT's failure to comply with CC&R's shall constitute a material breach of the covenants of this LEASE and grounds for eviction.

27.2 Approval: If an HOA requires approval of this Lease and this Lease is not approved by the HOA for any reason, the TENANT agrees to comply with the demand of the HOA including

SECOND AVENUE

but not limited immediately and peacefully vacating the Premises (if possession has already been given), and curing violations and/or paying fines, and in all cases holding LANDLORD harmless for such non-approval. TENANT shall look solely to the HOA that has denied Lease approval for redress of any damages or grievances caused thereby.

27.3 HOA Non-Compliance Fees and Costs: If LANDLORD receives notice of a CC&R violation at the Premises, and the LANDLORD determines that the CC&R violation is attributable to action or inaction of the TENANT, the TENANT shall be responsible to pay a Non-Compliance Fee of \$45.00 for notifying TENANT of the violation, in addition to any fines or other charges assessed by the HOA.

27.4 Reimbursement. TENANT is required to reimburse LANDLORD for any fines or other charges assessed against the Premises or LANDLORD for TENANT's failure to comply with any CC&Rs, whether or not LANDLORD has been notified of the violations or provided notice to the TENANT. If the TENANT fails to remedy the violation within the appropriate time period identified by the HOA and/or the LANDLORD, the LANDLORD or Property Manager is authorized to cure the violation on the TENANT's behalf, and TENANT shall be required to pay the cost to cure together with any additional fees, costs and/or reasonable attorneys' fees and/or expert fees, if any.

27.5 HOA Fees and Costs. Second Avenue reserves the right to invoice the Tenant, and Tenant agrees to pay in accordance with the terms of this Lease, any and all fees assessed by the HOA with respect to the Premises during the term of this Lease. The TENANT acknowledges and agrees that if assessed by Second Avenue, the TENANT shall assume full responsibility for any and all fees, assessments, fines, or penalties imposed by the Homeowners' Association (HOA) during the term of this residential lease agreement.

28. CREDIT REPORTS/CRIMINAL HISTORY: We have the right to obtain credit reports and/or a criminal history on you prior to occupancy and until all of your obligations under this Lease are fulfilled. Upon your written request, we will inform you of the name(s) and address of each agency from which a credit report is obtained. TENANT agrees to allow LANDLORD to give to other rental or credit businesses a report on the TENANT'S occupancy at the PREMISES, including any eviction proceeding(s) or debts owing. Any material misrepresentations made by you to us during the application process shall be a violation of and grounds for termination of this AGREEMENT.

29. EQUAL OPPORTUNITY HOUSING PROVIDER: LANDLORD is committed to compliance with all federal, state, and local fair housing laws and does not discriminate based upon race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws. TENANT may request a reasonable accommodation or modification from LANDLORD, where necessary; however, LANDLORD reserves its right to deny any unreasonable request and explore other reasonable alternatives. TENANT may be held financially responsible for any related expenses in applying the modification and restoring the PREMISES to its original state upon vacating. TENANT agrees to provide LANDLORD with necessary documents for verification as allowed by federal, state, and local fair housing laws.

30. SOLDIERS AND SAILORS CIVIL RELIEF ACT: TENANTS who are members of the military may terminate this Lease pursuant to the terms set forth in Ohio and / or Federal Statutes.

31. MOVE OUT PROCEDURES: TENANT is required to have carpets professionally cleaned at time of move out and provide a receipt to LANDLORD. If no receipt is provided or the work is not performed in a professional manner, TENANT will be charged a minimum of \$250 the actual expense incurred by LANDLORD for professionally cleaning the premises. TENANT is required to have

SECOND AVENUE

professional pest control done at time of move out and provide a receipt to LANDLORD. Grass must be freshly cut, edged and trimmed. Landscaping must be trimmed and in a good, maintainable, and presentable condition with beds weeded and shrubs trimmed. If the grounds of the property are not in an acceptable condition upon move-out, TENANT will be charged the actual expense incurred by LANDLORD for professionally maintaining and restoring the landscaping and outdoor areas of the Property a minimum of \$200. The interior of the PREMISES must be professionally cleaned and left in good, move-in ready condition at time of move out ~~out~~ and provide a receipt to LANDLORD. If the PREMISES are not surrendered in a clean state, TENANT will be charged the actual expense incurred by LANDLORD for professionally cleaning the premises a minimum of \$250. The air conditioning filter must also be replaced and in new, clean condition upon move out or TENANT will be charged a minimum of \$50 the cost of a replacement air conditioning filter. No damages beyond normal wear and tear will be allowed. Tenants must leave a forwarding address in writing with the local office.

31.1 Responsibility of Tenant(s) to Remove Their Personal Property.

(i) **At the end of the Lease Term.** Upon the end of the Lease Term, or the termination of the Lease, Tenant shall remove all personal property from the Premises. Any personal property of the Tenant remaining in the Premises after move-out, the end of the Lease term, or the termination of the Lease, whichever comes first, shall be considered abandoned by the Tenant and will be removed by the Landlord, at the Tenant's expense, and destroyed or otherwise disposed of without notice or compensation to the Tenant.

(ii) **Upon Abandonment.** Any personal property remaining in the Premises upon Tenant's Abandonment of the Premises shall be considered abandoned by the Tenant and will be removed by the Landlord, at the Tenant's expense, and destroyed or otherwise disposed of without notice or compensation to the Tenant.

(iii) **In the Event of a Lock-Out.** If Tenant remains in the Premises at the time an Order for Possession is executed upon by a Constable or Deputy/Sheriff (the "Lock-Out"), Tenant's personal property remaining in the Premises after the Lock-Out will be removed by the Landlord at the Tenant's expense and destroyed or otherwise disposed of without notice or compensation to the Tenant(s).

After a Lock-Out, Landlord may provide Tenant with an additional ten (10) days to remove their personal property from the Premises. Within forty-eight (48) hours of the Lock-Out, Tenant must contact the Landlord and coordinate a time between 9 a.m. and 5 p.m., local time, Monday through Friday, to collect their personal property from the Premises within ten (10) days from the Lock-Out. Tenant may be supervised by the Landlord's representative and the Tenant's removal of personal property may not be in excess of six (6) hours. Tenant's personal property not removed at the agreed upon date and time will be removed by the Landlord, at the Tenant's expense and destroyed or otherwise disposed of without notice or compensation to the Tenant.

TENANT AGREES TO GIVE UP CERTAIN LEGAL RIGHTS. NO NOTICE WILL BE REQUIRED TO BE GIVEN BY THE LANDLORD TO THE TENANT PRIOR TO THE REMOVAL, DISPOSITION AND/OR DESTRUCTION OF THE TENANT'S PERSONAL PROPERTY REMAINING IN THE PREMISES WHEN:

(a) the Tenant has vacated the unit following the termination of this written Lease.

SECOND AVENUE

(b) an eviction Order or order for possession in favor of the Landlord has been entered and the Tenant has vacated the unit and removed substantially all personal property.

(c) an eviction order or order for possession in favor of the Landlord has been executed.

(d) the Tenant has provided the Landlord with written notice of a forwarding address and has vacated the Premises and removed substantially all personal property, or

(e) the Tenant has vacated the Premises without communicating an intent to return, the rent is more than 15 days past due and, subsequent to those events, the Landlord has posted notice of the Tenant rights regarding the personal property.

(vi) Section 31.1 of the Lease shall not apply upon:

(a) the death of the Tenant, in which case the disposition of personal property shall be governed by other provisions; or,

(b) when the Landlord has actual knowledge or is notified of a protection from abuse order entered for the protection of the Tenant or a member of the Tenant's immediate family, in which case the disposition of personal property shall be governed by other provisions.

32. SMOKING: No smoking inside PREMISES is allowed by the TENANT, TENANT'S occupants, guests, or invitees. TENANT understands that smoking inside the PREMISES shall be considered a material default under this lease AGREEMENT. WATER SOFTENER MAINTENANCE AND CARE

33. Radon: LANDLORD is required, to give the following notification: Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additionally, information regarding radon testing may be obtained from your county public health unit.

34. CONFLICTING PROVISIONS: Should any of the Provisions in this ADDENDUM conflict or contradict the terms of the Lease Agreement, the terms in this ADDENDUM shall control and override any contradictory statements.

35. JOINTLY AND SEVERALLY. The undersigned Tenant(s) are jointly and severally responsible and liable for all obligations under this agreement.

THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE THAT IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD. READ THIS LEASE CAREFULLY BECAUSE TENANT GIVES UP CONSUMER RIGHTS. IF TENANT DOES NOT UNDERSTAND ANY PARTS OF THIS AGREEMENT, SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING. TENANT(S) SIGNATURES:



TENANT SIGNATURES:

{{Resident_Print_Name_Locator}} {{Resident_Signature_Locator}}

{{Resident_Signed_Date_Locator}}

{{?resident_family_list}}

{{Resident_Family_Print_Name_Locator}} {{Resident_Family_Signature_Locator}}

{{Resident_Family_Signed_Date_Locator}}

{{/resident_family_list}}

**By: Second Avenue Realty LLC, a
Delaware limited liability company,
its Agent:**

{{SAG_Print_Name_Locator}} {{SAG_Signature_Locator}}

{{SAG_Signed_Date_Locator}}

Authorized Signer

SECOND AVENUE

Renter's Insurance Addendum

Resident Name(s):

{{resident full name}}{{?coapplicant list}}{{coapplicant full name}}{{/coapplicant list}}

Address: {{property full address}} **Proposed Move-In Date:** {{lease start date}}

Insurance Requirements

Resident/s agree/s to obtain and maintain a Renter's Insurance Policy which contains General Liability coverage of \$100,000 and names Second Avenue LLC as an additional interest. Coverage must be effective upon the move in date of your lease.

You may satisfy this requirement by selecting 1 of the 3 Options below which best fits for your situation.

If you do not obtain coverage under Option #1 or Option #2, you will be automatically enrolled in the Master Policy program outlined in Option #3 and responsible for the fees set forth in Option 3.

If you select Option #1 or Option #2 and your insurance coverage lapses for any reason during the term of your lease, you will be automatically enrolled in the Master Policy Program and responsible for the fees set forth in Option 3.

Option 1: Effective Coverage Policy

Second Avenue has a preferred vendor relationship with Effective Coverage, which provides residents with special pricing on customized coverage on your renter's insurance. To purchase a policy, please go to www.EffectiveCoverage.com or call (800) 892-4308.

Option 2: Third-Party Policy

You may choose to utilize a third-party provider (an insurance company of your choice) for your renter's insurance requirement. If so, your policy and proof of insurance must include all the following information:

1. The names of all adults living in the home
2. Insured address
3. Policy number
4. Policy start and end dates
5. A minimum personal liability limit of \$100,000
6. If a pet has been authorized by Second Avenue, the resident must ensure that their Renter's Insurance Policy does NOT exclude coverage for damages or injuries caused by the resident's pet(s).
7. Second Avenue listed as an additional interest as shown:
Second Avenue
P.O. Box 38005
Albany, NY 12203

SECOND AVENUE

Submit your proof of insurance by uploading to leasetrack.ai/renters or emailing to SecondAvenue@LeaseTrack.AI

Option 3: Master Policy Insurance Program

Second Avenue has partnered with LeaseTrack to administer our cost-effective insurance program. The monthly cost of this program is \$15.95 a month and will satisfy your minimum liability lease requirement while also providing \$10,000 in coverage for your personal property. Program materials are available upon request.

FAILURE TO MAINTAIN AN ACTIVE RENTER'S INSURANCE POLICY UNDER OPTION #1 or OPTION #2 SHALL RESULT IN THE TENANTS' AUTOMATIC ENROLLMENT IN THE MASTER POLICY PROGRAM FOLLOWING A 5 CALENDAR DAY CURE PERIOD. MONTHLY PREMIUMS WILL BE ADDED TO YOUR TENANT LEDGER FOR PAYMENT. FAILURE TO REMIT MONTHLY PREMIUMS FOR THE MASTER POLICY, SHALL BE A DEFAULT UNDER THE TERMS OF THIS LEASE.

Resident Signature(s):

{{Resident_Print_Name_Locator}} {{Resident_Signature_Locator}}

{{Resident_Signed_Date_Locator}}

{{?resident_family_list}}

{{Resident_Family_Print_Name_Locator}} {{Resident_Family_Signature_Locator}}

{{Resident_Family_Signed_Date_Locator}}

{{/resident_family_list}}

**By: Second Avenue Realty LLC, a
Delaware limited liability company,
its Agent:**

{{SAG_Print_Name_Locator}} {{SAG_Signature_Locator}}

{{SAG_Signed_Date_Locator}}

Authorized Signer

SECOND AVENUE

UTILITY AND SERVICES ADDENDUM

This document will serve as an addendum and supplemental agreement (the “Utility and Services Addendum”) regarding the attached Lease between Landlord and Tenant for the Premises. Capitalized terms used in this Utility and Services Addendum have the meanings given to them in the Lease unless specifically defined in this Utility and Services Addendum.

1. **Utility Transfers:** All utilities must be transferred into resident name within 3 days of lease start date. A \$50 monthly fee will be applied for any utilities remaining in the owner’s name thereafter, except for when required by utility company or municipality.
2. Water, Sewer and any additional utilities kept in the owner’s name will be billed on a monthly basis through the Conservice* utility billing program. Utility Charges, set-up fee and service fees will be added by the Landlord to the Tenant’s ledger and Tenant must pay these charges with monthly rent.
 - (i) **Set-Up Fee.** Tenants will pay a one-time account set-up fee in the amount of \$50.00 on the first bill. This fee is for administration, billing, overhead and similar expenses and charges incurred by Landlord for establishing the new accounts.
 - (ii) **Monthly Utility Charges.** Conservice* will provide a monthly electronic invoice to the Tenant’s email account provided, which will identify the charges due. Conservice* may estimate any bill based on prior bill amounts and/or usage.
 - (iii) **Service Fees.** Each monthly bill will include a service fee in addition to the Utility Charges. This monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by Landlord for providing billing services, as follows: \$11.99 total monthly service fee for all utilities remaining in the Landlord’s name.
3. **Generally.** “Conservice” is a utility management and billing company that provides support for the Premises. Tenant may contact Conservice as follows: Service@Conservice.com or 866-947-7379.
 - 3.1. If any Utilities are not separately metered, Tenant must pay Tenant’s proportional share, as reasonably determined and directed by Landlord.
 - a. All Utility-related charges assessed to the Premises may be used to calculate the amount charges to each Tenant, including, but not limited to, stormwater charges, utility related charges contained on tax bills (stormwater, flood control, water quality, standby charges, etc.) and all miscellaneous charges contained on the utility bills received from the local utility providers.
 - b. Upon receiving your notice of intent to vacate the Premises, the Landlord will apply estimated Utility Charges to Tenant’s account through the move-out date. Estimated charges will be adjusted after actual charges are received by the Landlord, which may occur after the move-out date. All estimated Utility Charges are due and payable prior to move-out.

SECOND AVENUE

This Utility and Services Addendum is incorporated in the Lease executed or renewed this day between Landlord and Tenant.

TENANT(S) SIGNATURES:

{{Resident_Print_Name_Locator}} {{Resident_Signature_Locator}}

{{Resident_Signed_Date_Locator}}

{{?resident_family_list}}

{{Resident_Family_Print_Name_Locator}} {{Resident_Family_Signature_Locator}}

{{Resident_Family_Signed_Date_Locator}}

{{/resident_family_list}}

**By: Second Avenue Realty LLC, a
Delaware limited liability company,
its Agent:**

{{SAG_Print_Name_Locator}} {{SAG_Signature_Locator}}

{{SAG_Signed_Date_Locator}}

Authorized Signer