

**PLEASE READ CAREFULLY, THIS IS A LEGAL AND BINDING CONTRACT****RENTAL AGREEMENT**

This lease (hereinafter referred to as the Lease) is made this **19** day of **October, 2021** by and between OAKWOOD MANAGEMENT COMPANY (hereinafter referred to as the Landlord) and **Vishnu Vardhan Sharma Poladhiswara** (hereinafter referred to jointly and severally as the Tenant). The covenants and conditions stated in the Lease shall bind all tenants jointly and severally in issues of contract and negligence.

**I. PREMISES LEASED.** The Landlord, in consideration of the rent to be paid, and covenants and agreements to be performed by the Tenant does hereby lease the following described Premises located at: **427 Lazelle Road, Apt. 301, Westerville, OH 43081** located in the community of **Monroe House Apartments**, (hereinafter referred to as the Premises).

The Landlord, where not required by law, may discontinue any facilities, amenities, gratuitous or such services rendered by the Landlord and furnished to several Tenants on a common basis, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for the Lease.

**II. LEASE TERM.** The Tenant agrees to occupy said Premises for an original term commencing on **11/12/2021**, and ending on **05/11/2022**. After expiration of the original term of this agreement, the Lease shall automatically renew, under the same terms and conditions, on a (1) month to (1) month basis unless notice is given as stated in paragraph VII.

**III. RENT.** The Tenant agrees to pay as rent for the Premises the total sum of **\$5,736.00** dollars at the rate of **\$956.00** dollars per month to be paid in advance of the first day of each month during the said term without demand. All payments of rent shall be made payable to: OAKWOOD MANAGEMENT COMPANY at the address located at 6950-A Americana Parkway, Reynoldsburg, Ohio 43068, or at such other address as the Landlord may from time to time designate. In the event that Tenant shall occupy said Premises prior to the beginning of a full month, a pro-rated amount of **\$565.74** covering the period of **11/12/2021 to 11/30/2021**, shall be payable in advance, plus: **\$956.00** per month for: **rent \$945.00 - pet rent \$0.00 - garage rent \$0.00 - storage rent \$0.00 - water income \$0.00 - carport rent \$0.00 - short term lease fee \$0.00 - trash income \$0.00 - MRLP \$11.00 - parking rent \$0.00 - bicycle storage \$0.00 - washer / dryer - 0.00 - corporate suites \$0.00 - furniture rental 0.00 - parking sticker 0.00.**

Equals a total monthly payment of: **\$956.00**.

**Rent is due on or before the first day of each month (the due date) and is delinquent thereafter.** Partial payments will not be accepted. All funds received shall be applied to the oldest outstanding balance.

If any payment is returned, the Tenant agrees to pay a charge of \$45.00 in addition to all late charges, if applicable. Returned items must be replaced with certified funds.

**RENTAL PAYMENTS:** Tenant agrees to pay online via Automated Clearing House (ACH) thru the Rent Café portal the stipulated rent in advance and agrees that the acceptance by Landlord's Agent of payments after the due date shall in no manner constitute a waiver of Landlord's rights in the event of Tenant's failure to make rental payments as herein prescribed and agreed, nor will it be considered as a change in the date upon which Tenant is required to pay said rent. A late fee in the amount of **\$50.00** will be charged to your rental account if not paid in full prior to the 2<sup>nd</sup> of the month. A second late fee in the amount of **\$50.00** will be charged if not paid in full prior to the 6<sup>th</sup> of the month. Tenant understands that the Landlord provides an online portal where tenant may access their rental ledgers for verification of payment.

Rent and other sums to be paid via the Rent Café portal. Cash shall not be accepted. Money order and check payments are subject to a **\$15.00** processing fee per item. Tenant is responsible for identifying the Premises for which the payments is to be applied.

The Tenant agrees further that acceptance and/or refusal by the Landlord of the rent payment after the due date shall in no manner constitute a waiver of the Landlord's rights in the event of the Tenant's failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which the Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Landlord. Tenant by signing this Lease, knowingly and voluntarily waives any right to later assert waiver as affirmative defense in any subsequent forcible entry and detainer action.

The Landlord agrees to notify the Tenant, in writing, at least thirty (30) days prior to the expiration of the Lease, or any renewal thereof, of any increase in the rent charged for occupancy of the Premises.

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Tenant acknowledges that Landlord is an Ohio Legal Entity and must be represented by an attorney in eviction procedures. Equity situations will not be considered unless Tenant reimburses Landlord for all rent, late fees, charges, fees, costs and expenses and attorney fees, incurred by Landlord as a result of Tenant's breach. Landlord reserves the exclusive right to refuse any and all late payments.

**IV. OCCUPANCY.** The Tenant agrees that only those persons listed below shall occupy the Premises:

Name	<u>Vishnu Vardhan Sharma</u>	Name	_____
	<u>Poladhiswara</u>		_____
Name	_____	Name	_____
Name	_____	Name	_____
Name	_____	Name	_____
Name	_____	Name	_____
Name	_____	Name	_____

No person shall be released from the covenants of the Lease without first obtaining the written agreement of the other tenants and/or cosigners set forth herein and written approval of changes from the Landlord. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid.

The Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by the Landlord because of fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoyment of any other occupant of the apartment community of which the Premises are a part. The Landlord reserves the right of eviction for any criminal or illegal activity and/or the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before the Landlord can institute an eviction action.

**V. SECURITY DEPOSIT.** The tenant agrees to deposit with the Landlord the sum of **\$500.00** as security for his or her faithful performance under the Lease and by law. The Tenant agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. The Landlord, at the expiration of the Lease or hold-over tenancy, may apply the security deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guests, family or invitees. Also, abandonment or vacating of the Premises by the Tenant before the end of the term shall result in the Landlord deducting damages he has incurred from the security deposit.

Each of the aforementioned tenants shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy, including negligence.

The Tenant agrees to provide the Landlord, in writing, a forwarding address upon vacating the Premises. The Landlord agrees to return to the Tenant the security deposit, or whatever part has not been applied in payment of any tenant obligations under the Lease, within thirty (30) days after the expiration or any renewal of the Lease and delivery of possession of the Premises to the Landlord, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by the Landlord during this same time period. This provision does not waive rights of the Landlord to seek damages in excess of the security deposit. The Tenant agrees to reimburse the Landlord for any rent, fees, utilities due and/or damages exceeding the security deposit.

Tenant agrees to and consents to the final payment for utilities usage being deducted from the security deposit.

**VI. KEYS.** The Tenant will be provided 2 apartment key(s) and 0 fobs/access cards. Tenants should arrange to obtain mail box keys directly from their local post office, if applicable. These keys may not be duplicated. There will be a \$75.00 re-keying charge for any of these keys, fobs, or access cards not being returned upon vacating.

**VII. MOVE OUT NOTICE AND RENEWAL.** Unless another Lease is signed by the parties hereto or unless written notice of termination is given by one party to the other at least forty-five (45) days before expiration date set in paragraph II of the Lease, the Lease shall be automatically renewed on a (1) month to (1) month basis (on the same terms and conditions of the original lease). At the expiration of the original term of the Lease, Landlord may adjust the rental amount to the current market rate. Landlord agrees to provide Tenant in writing, any such adjusted rental amount thirty (30) days prior to the adjusted rate. The adjusted rental rate will become effective the first day following the end of the original lease term or renewal term. **Verbal notice to vacate is not sufficient.**

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**HOLDING OVER.** If Tenant retains possession of the premises after termination of the Agreement by lapse of time without the consent of the Landlord after written notice from Landlord of Landlord's refusal to extend said Agreement, Tenant agrees to pay to Landlord **double the monthly rent** specified herein above provided.

**VIII. ABANDONMENT OF PROPERTY.** We or law officers may remove all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you abandoned the apartment.

You have abandoned the property when: (1) move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) you have turned in keys and/or pass cards or provided us with a written forwarding address or new address; or (3) everyone appears to have moved out in our reasonable judgment; and (4) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment, or (5) you have been in default for non-payment of rent for five (5) consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (6) you have not responded for two (2) days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned.

Surrender, abandonment, and judicial eviction end your rights of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-let the apartment; determine any security deposit deductions; and remove property left in the apartment. Under Ohio Law, if a Tenant abandons the Premises or is evicted during the term of this Lease, the Tenant's liability to pay rent continues until the expiration of the Lease term or until the Premises are re-occupied.

**IX. UTILITIES.** The Landlord shall pay for (if checked):  electricity,  gas,  water,  sewage/storm water and  trash disposal. The Tenant agrees to pay for all other utilities and reasonable administrative charges on the Tenant's utility bills for the entire term of the lease. The Tenant agrees to pay for all utility services not specifically accepted by Landlord above for the entire term of the lease. **Satellite dishes may not be installed without written permission by Landlord.**

You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing the utility service in the amount of \$50.00.

We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.

You agree not to tamper with, adjust, or disconnect any sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease.

**X. PETS.** *Please be advised that not all of our communities allow dogs or pets.* No pets may be brought onto any part of the Premises at any time (including visiting pets) except at the expressed written consent of the management as contained in a separate pet agreement, and all applicable fees and charges are paid. This policy is at the sole discretion of the Landlord. In the event that any unauthorized pets are found in or on the Premises, an immediate eviction notice will be served at which time Tenant will have three (3) days to permanently remove the animal or said eviction will be initiated. If a pet has been in the apartment at any time during the Tenant's term of occupancy (without the Landlord's consent), all pet fees will be retroactive to the date of this lease agreement and tenant may be charged for defleaing, deodorizing, and/or shampooing, and/or other damages occasioned by the pet. Rottweilers, Pit Bulls, Chows and Doberman breeds of dogs are prohibited. This applies to pure bred and mixed breed dogs that have similar physical and behavioral characteristics or lineage.

Tenant acknowledges and consents that any pet privilege fee that may be assessed by Landlord is for the privilege of having a pet and is not in any way additional deposit pursuant to Ohio Revised Code § 5321.16.

**XI. LIABILITY.** Landlord shall not be liable for theft or damage of property or appliances furnished by the Landlord, or damage to any person on the Premises under the exclusive control of the Tenant, nor from the damage to person or property arising from acts or neglect of other tenants of said building, or the elements, or damage to person or property arising from acts over which Landlord has no control. Tenant agrees to save Landlord harmless from any liability by reason of personal injury to any person and for property damage occurring on or about or connected with the Premises or resulting from the Tenant's use thereof of Tenant's negligence. **Tenant agrees to carry liability insurance, including coverage for Landlord's building and/or any apartment complex applicable hereunder in the minimum (and mandatory) coverage amount of \$100,000.00, including water bed coverage if applicable, and hereby relieves the Landlord of all risks that may be insured there under, NAMING THE PROPERTY AS A PARTY OF INTEREST.**

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It is strongly recommended that Tenant carry renter's personal property insurance in the minimum coverage amount of \$5,000.00. The Declaration page from the insurance provider is required to be presented to the Landlord.

**XII. LEASE AND ASSIGNMENT/SUBLETTING.** The Tenant agrees that the Premises shall be used only as a dwelling unit and for no other purpose; nor shall Premises or any part thereof be sublet or assigned, nor shall the number or name of occupants be increased or changed without written consent of the Landlord.

**XIII. TENANT'S DUTIES:** The Tenant shall:

- A. Keep the Premises that he/she occupies and uses safe and sanitary;
- B. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord;
- C. Keep all plumbing fixtures in the Premises or used by the Tenant as clean as their condition permits;
- D. Use and operate all electrical and plumbing fixtures properly;
- E. Comply with the requirements of Tenants by all applicable state and local housing, health and safety codes;
- F. Personally refrain, and forbid any other person who is on the Premises with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or, other part of the Premises;
- G. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord;
- H. Promptly notify the landlord of the need for repairs;
- I. Conduct him/herself and require other persons on Premises with his consent to conduct themselves in a manner that will not disturb his neighbors "peaceful enjoyment" of the Premises. Use good judgment and thoughtfulness for others in use of his/her apartment and not to commit or allow any nuisance;
- J. Not unreasonably withhold consent for the Landlord or his/her agents to enter the Premises;
- K. Conduct himself/herself, and require persons in his/her household and persons on the Premises with his/her consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in Chapters 2925 and 3719 of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances;
- L. Tenant shall regularly test all smoke detectors, and notify Landlord in writing of any mechanical failure, need for repair or replacement.
- M. Ohio Fire Code prohibits residents from operating a charcoal, gas grill, or any other open flame device within 10 feet of any combustible building, overhang, patio fence, railings, or the deck above your own deck or patio. The same code disallows turkey fryers, outdoor fireplaces and chimneys. Do not store any propane fuel devices inside a dwelling. Violation of this section may cause the Fire Department to fine a resident up to \$1,000 per day until the violation is corrected. Landlord may also declare such violation a breach of lease and pursue all remedies including eviction.
- N. Tenant expressly agrees and understands that it shall be a material violation of this lease agreement if Tenant or anyone living at the Premises that is the subject of this agreement is a registered sex offender at any time during Tenant's tenancy. In the event that Tenant or anyone living at the Premises becomes a registered sex offender, Tenant and all other occupants will be required to vacate the Premises immediately or be subject to eviction.
- O. For safety reasons, children **under age 14** are not permitted in swimming pool area except when accompanied by parent or other adult.
- P. Landlord reserves the right to restrict non-resident guests from the property. Criminal trespass charges may be filed should the person return.
- Q. No hose shall be connected to water pipes or spouts and used for outdoor sprinkling, pools, or washing of vehicles.

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- R. No mini-bikes, trail bikes, motor scooters, or go-carts shall be operated anywhere on Landlord's property. All motorcycles must have preventative measures to avoid damage to asphalt when parked.
- S. The Tenant agrees not to park or store recreational vehicles, **including but not limited to:** boat, truck, or trailer on the premises or parking area without the written consent of Landlord. No vehicle shall block another, and the parking of a vehicle, close behind another, is not permitted. The Tenant further agrees that parking in areas designated "NO PARKING" in front or beside yellow marked curbs, in fire lanes, across parking lines, restricted streets, on the lawn, sidewalks, or blocking trash dumpsters is strictly not permitted. All vehicles must have current tags and stickers. Vehicles cannot be used as storage areas and must be moved periodically. No improperly unlicensed or immobile vehicles are to be parked in the community. No maintenance or repair may be performed on vehicles while on the premises. Violation of the above will cause such vehicle to be towed away at the expense of its owner. For residents who share a driveway, it is prohibited to park your or your guest's car in a manner which blocks ingress or egress from your neighbor's garage.

Landlord DOES NOT install or maintain garage door openers.  Garage door opener provided by Landlord.

**XIV. LANDLORD'S DUTIES:** The Landlord shall:

- A. Comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety;
- B. Make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and habitable condition;
- C. Keep all common areas of the Premises in a safe and sanitary condition;
- D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning fixtures and appliances, supplied, or required to be supplied by the Landlord;
- E. Provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;
- F. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at all times, except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that the heat or the hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection;
- G. Except in the case of emergency, or if it is impractical to do so, give the Tenant at least twenty-four (24) hours' notice of his intent to enter and enter only at reasonable times;
- H. Not abuse the right of access as described in this Lease;
- I. Furnish and repair smoke detectors as required by law. (See Rules & Regulations)

**XV. CONDITIONS OF PREMISES and ALTERATIONS.** The Tenant accepts the Premises "**in good condition**", except for conditions materially affecting health or safety of ordinary persons, and except as otherwise indicated on the inventory and condition form described below, the Landlord makes no implied warranties. The Landlord shall provide an inventory and condition form to the Tenant on or before move-in. Within one (1) week after move-in, the Tenant shall note all defects or damages on the form and return it to the Landlord's agent; otherwise the Premises shall be presumed to be in clean, safe and good working condition. The Tenant shall use customary diligence in care of the apartment and common areas. Whenever damage is caused by the Tenants, the Tenant's guests, or occupants due to carelessness, misuse, neglect, or failure to notify the Landlord of any need for repairs, the Tenant agrees to pay the cost of all repairs and do so by the next periodic monthly rental payment after receipt of the Landlord's demand for the repair charges; and tenant remains obliged to pay rent for the period the unit is damaged whether or not the unit is habitable. The Tenant may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Landlord's property except as authorized by the Landlord in writing. No holes or stickers are allowed inside or outside the apartment; however, a reasonable number of small nail holes for picture hanging are permitted. No water furniture, antennas, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or re-keying shall be permitted except by the Landlord's prior written consent. The Tenant shall not disable, disconnect, alter or remove the Landlord's property, including security devices, alarm systems, smoke detectors, appliances, furniture, and screens.

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When the Tenant moves in, the Landlord shall furnish light bulbs for fixtures furnished by the Landlord; thereafter, light bulbs of the same wattage shall be replaced at the Tenant's expense. When moving out, the Tenant shall surrender the Premises in the same condition as when received, reasonable wear and tear expected. Tenant must immediately notify landlord in writing of any needed maintenance or repair.

The Landlord is not required to rebuild or restore the Premises if said Premises became uninhabitable by reason of fire or other casualty.

**XVI. WHEN THE LANDLORD MAY ENTER.** If the Tenant requests service in his/her unit, such requests shall be deemed as authorization for the Landlord or Landlord's agent to enter and make the necessary repairs. The Landlord or the Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below, provided the Tenant or the Tenant's guests are present. If no one is in the Premises, and request has been made for repair and/or entry by the Tenant, the Landlord, or the Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. If the Landlord requests entry, a written notice shall be given to the Tenant twenty-four (24) hours prior to entry. The Landlord reserves the right to enter the Premises without notice in case of emergency. The Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease.

Such entry may be for: repairs, estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke detectors; retrieving unreturned tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, security devices or alarm systems; removing or re-keying unauthorized security devices or unauthorized alarm systems; removing health or safety hazards (including hazardous materials); inspections when imminent danger to person or property is reasonably suspected; entry by a law enforcement officer with search warrant or arrest warrant; showing apartment to prospective tenants (after vacating notice has been given); or insurance agents; or other valid business purposes.

**XVII. NON-LIABILITY.** The Tenant acknowledges that any security measures provided by the Landlord shall not be treated by the Tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Tenant, the Tenant's guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Landlord shall not be liable to the Tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities unless caused by the Landlord's negligence. The Landlord has no duty to remove ice, sleet, or snow; but the Landlord may do so in whole or in part, with or without notice. If the Landlord's employees are requested to render services not contemplated in the Lease, the Tenant shall hold the Landlord harmless from all liability for same.

**XVIII. LEASE COMPLIANCE.** The Landlord at all times has the right to require compliance with all covenants, terms and conditions of the Lease, notwithstanding any conduct or custom on the Landlord's or the Tenant's part in refraining from so doing at any time. Waiver at any time of any breach or condition of the Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the Lease.

**XIX. DEFAULT:** If Tenant defaults in the payment of any rental installment or the performance of any of the covenants and agreements contained herein, the entire rental obligation hereunder shall immediately become due and payable at the option of the Landlord and tenant hereby expressly waives notice of exercise of such option. Tenant hereby agrees that should it become necessary for Landlord to resort to legal proceedings due to the Tenant's default, THE TENANT WILL PAY TO US A SETTLEMENT FEE AND ALL DAMAGES CONNECTED WITH SUCH LEGAL PROCEEDINGS, IT SHALL BE WITHIN THE SOLE DISCRETION OF LANDLORD TO ACCEPT THE SETTLEMENT STATED ABOVE. Failure of the Tenant to pay rental current until the last day of the term of this lease or any renewal thereof, shall, at the sole option of the Landlord, (1) make Tenant responsible for the cost of refurbishing the Premises for an incoming resident; and (2) make Tenant responsible for all rental and late charges Landlord shall be entitled to between the time Tenant vacates the Premises and the time said Premises are re-occupied, said payment shall not exceed the term of the lease; and (3) make Tenant responsible for an agreed Three Hundred Dollar (\$300.00) re-rental fee to cover administrative expenses anticipated in re-renting the Premises.

**XX. PROHIBITED CONDUCT.** Tenant and Tenant's occupants or guests may not engage in the following activities; unlawful activity, 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 apartment community; disrupting our business operation; manufacturing, delivering, possessing any illegal drug or narcotic, or drug paraphernalia as defined by law. Tenant may not possess a weapon prohibited by state law; discharge a firearm in or near the apartment community; display or possess a gun, knife, or other weapon in the common areas in any way that may alarm others; store any hazardous materials in or on the property; tamper with utilities or telecommunications; or injure our reputation by making bad faith allegations against us to others.

**XXI. ENTIRE AGREEMENT.** The Lease and attached Addenda are the entire agreement between the Landlord and the Tenant. No representations oral or written, not contained herein or attached hereto, shall bind either party. The Landlord's agents (including management personnel and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have the authority to make promises, representations or agreements which impose duties or obligation on the Landlord unless done in writing.


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**XXII. SEVERABILITY.** If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of the Lease shall not be affected.

**CAUTION TO ALL PARTIES: THE LEASE, WHEN SIGNED BY ALL PARTIES, IS A BINDING LEGAL OBLIGATION. DO NOT SIGN WITHOUT FULLY UNDERSTANDING IT. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.**

\_\_\_\_\_  
Community: Monroe House Apartments

  
\_\_\_\_\_  
Tenant's Signature Vishnu Vardhan Sharma Date  
Poladhiswara

\_\_\_\_\_  
Agent for Owner:

\_\_\_\_\_  
Tenant's Signature Date

\_\_\_\_\_  
The Monroe House, LLC  
Owner

\_\_\_\_\_  
Tenant's Signature Date

\_\_\_\_\_  
Tenant's Signature Date

Name and Address of Landlord/Agent:  
OAKWOOD MANAGEMENT COMPANY  
6950-A Americana Parkway  
Reynoldsburg, Ohio 43068

\_\_\_\_\_  
Current Phone Number

***Tenant agrees to provide a phone number to Landlord at the same time the move in checklist form is returned to Landlord.***

vishnupoladhiswara6@gmail.com  
\_\_\_\_\_  
Current Email Address

# OAKWOOD MANAGEMENT COMPANY

## MOLD AND MILDEW PREVENTION ADDENDUM

This Mold and Mildew Prevention addendum (the "Addendum") dated 11/12/2021 is attached to and made part of the Lease and any renewals for the premises commonly known as **427 Lazelle Road, Apt. 301, Westerville, OH 43081** between Oakwood Management Company, hereinafter the Lessor, and **Vishnu Vardhan Sharma Poladhiswara** hereinafter jointly and severally the Lessee, agree that the covenants, requirements, and agreements contained herein are binding as though they were contained within the Lease.


Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Resident agrees to clean and dust the unit on a regular basis and remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating ventilation or air-conditioning ducts in the unit. Resident also agrees to immediately report to the managers offices in writing (1) any evidence of a water leak or excessive moisture in the unit, as well as in any storage room, garage or any other common area; (2) any evidence of mold or mildew like growths that cannot be removed by simply applying a household cleaner or wiping the area. Resident further agrees that Resident will be responsible for damage to the unit and Residents property as well as injury to Residents and Occupants resulting from Residents failure to comply with the terms of this Addendum.

In the event of any conflict of any terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

You are required to report immediately in writing any type of mold growth in your apartment.

This addendum is entered into and agreed upon this 19 day of October, 2021 .

Oakwood Management Company

  
\_\_\_\_\_  
Lessee Vishnu Vardhan Sharma  
Poladhiswara

\_\_\_\_\_  
Agent for Owner

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Monroe House Apartments  
Community Name

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

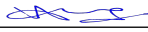


## REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement for the Unit located at **427 Lazelle Road, Apt. 301, Westerville, OH 43081** in the community of **Monroe House Apartments**. For the duration of the Lease Agreement, Lessee ("Resident") is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Resident's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, and falling objects.
- Resident is required to furnish Lessor ("Landlord") with evidence of Minimum Required Insurance prior to occupancy of leased premises, for the duration of the Lease and at the time of each Lease renewal. If at any time Resident does not have Minimum Required Insurance, Resident is in breach of the Lease Agreement and Landlord shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Minimum Required Insurance coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase.
- Resident may obtain Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident's choice. If Resident furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required.
- If Resident does not maintain Minimum Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Landlord, who may schedule the Resident's unit in the Master Resident Liability Program ("MRLP"). The MRLP will satisfy the Minimum Required Insurance coverage listed above. An amount equal to the total cost of the MRLP and administrative fees shall be charged as additional rent to Resident by the Landlord. Some important points of this program, which Resident should understand are:
  1. MRLP is not personal liability insurance or renter's insurance. Landlord makes no representation that MRLP covers the Resident's personal property (contents), additional living expense or liability arising out of bodily injury to any third party. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident's choice.
  2. The MRLP may be more expensive than the cost of Minimum Required Insurance obtainable by Resident elsewhere. At any time, Resident may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Minimum Required Insurance under the Lease Agreement.
  3. The total cost to the Resident for the Landlord enrollment in the MRLP is Eleven Dollars and No Cents (\$11.00) per month and will not be prorated except for the first and last months of the lease.
- If Resident obtains Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident's choice, Resident agrees to:
  1. Name the Property Name as an additional interest; and
  2. Name POPIC-Oakwood as an additional interest: P.O. Box 1159 Newport Beach, California 92659
  3. Email a copy of the policy/declarations page to oakwood@popicllc.com
- Enrollment in the MRLP is not mandatory, and Resident may purchase Minimum Required Insurance or broader coverage from an insurance agent or insurance company and comply with the Minimum Required Insurance requirements, after which time enrollment in the MRLP will be terminated by the Landlord.

Resident agrees to pay Landlord this amount as additional rent and all other obligations in the Lease Agreement. Resident understands that any liability insurance Landlord purchases for itself under this section will not cover you for your loss or damage to your personal property—only a renter's insurance policy does this.

	Resident Signature	Resident Signature	Agent, for Owner
Vishnu Vardhan Sharma Poladhiswara	Resident Printed Name	Resident Printed Name	Agent's Printed Name
Date	Date	Date	Date

## SMOKE FREE ADDENDUM

This Addendum to Residential Lease is entered into this 19 day of October, 2021 by and between Oakwood Management Company (hereinafter "Landlord") and Vishnu Vardhan Sharma Poladhiswara ( hereinafter "Tenant").

The undersigned Tenant agrees that the covenants and agreements contained herein are binding as though they were contained within the lease.

**Recitals**

**WHEREAS**, on the 19 day of October in the year 2021 Landlord and Tenant entered into a lease agreement for the premises known as 427 Lazelle Road, Apt. 301, Westerville, OH 43081 (hereinafter "Subject Premises"); and

**WHEREAS**, Tenant desires to reside in a non-smoking community, and Landlord is aware of the ill effects caused by second hand smoke; and


**WHEREAS**, the Environmental Protection Agency classifies second hand smoke (SHS) as a class "A" carcinogen, Proposition 65 (the Safe Drinking Water and Toxic Enforcement Act),

**Agreement**

1. "Smoking" is hereinafter defined as inhaling, burning, carrying or vaping a lighted cigar, cigarette or any combustible product in any manner or in any form.
2. Non-Smoking Rules: Landlord and Tenant hereinafter agree that smoking is prohibited within all units of the apartment community, within the common areas, common rooms, recreation areas, laundry facilities, parking lots and/or facilities, mailbox areas and/or pool areas.
3. Sales Contingency: Tenant further acknowledges that Landlord is instituting this Non-Smoking Program subject to Landlord's abilities to lease all units in this Apartment Community as "Non-Smoking Units". Tenant expressly understands that Landlord reserves the right to allow smoking in certain units or buildings if Landlord cannot lease sufficient "Non-Smoking" units in the community to make the community economically viable. Landlord, in its sole discretion, shall determine the economic viability of the complex, and Landlord shall have sole discretion to designate smoking and non-smoking units. Notwithstanding the foregoing, all common areas in or about the community shall remain "Non-Smoking" areas.
4. Recourse upon exercise of Contingency: In the event Landlord cannot market the property sufficiently as a non-smoking community to create sufficient occupancy to be economically able to maintain a non-smoking community, Landlord may transfer Tenant to another building that is non-smoking within the complex. In the event that Tenant is not willing to agree to a transfer to another building, Tenant's remedy under this agreement will be to terminate their lease agreement effective at the end of the calendar month of their election.

5. Material Violation of Lease: Tenant expressly acknowledges that Landlord shall have the right to institute an action for restitution of the premises if Tenant fails to abide by the Non-Smoking Policy contained in this agreement. Tenant's failure to adhere to the terms of this addendum shall constitute material non-compliance with Tenant's lease agreement, and Landlord shall have the right to evict Tenant for a violation upon providing Tenant a 3-day notice of termination in compliance with R.C. § 1923.04.
6. Guests and Invitee: Tenant further acknowledges that this addendum shall apply to all guests and invitees of Tenant, and any smoking as defined in this agreement by any guest or invitee of Tenant shall constitute material non-compliance pursuant to paragraph four (4) herein.
7. Both parties to this agreement acknowledge that the terms and conditions contained herein are binding as though they were contained in the parties' original lease agreement; this Addendum further constitutes the entire agreement between the parties.

**This Addendum is effective on the date first written above.**

 _____ Lessee Vishnu Vardhan Sharma Poladhiswara	_____ Date
_____ Lessee	_____ Date
_____ Lessee	_____ Date
_____ Lessee	_____ Date
_____ Agent for Owner	_____ Monroe House Apartments Community Name

**PLEASE READ CAREFULLY, THIS IS A LEGAL AND BINDING CONTRACT****COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM**

The Community Policies, Rules and Regulations Addendum (the "Addendum") dated 11/12/2021 is attached to and made part of the Lease and any renewals for the premises commonly known as 427 Lazelle Road, Apt. 301, Westerville, OH 43081 between Oakwood Management Company (hereinafter the Lessor) and Vishnu Vardhan Sharma Poladhiswara (hereinafter jointly and severally the tenant) agree that the covenants, requirements, and agreements contained herein are binding as though they were contained within the Lease.

**I. PATIOS / BALCONIES / PRIVATE YARDS / HALLWAYS / BREEZEWAYS.** To maintain the integrity of the property, reduce fire hazards and other safety concerns, the tenant agrees to comply with the following:

- a) Patios/porches/breezeways/balconies must be clean and in neat condition at all times and not used as storage areas.
- b) Breezeways must be clean and cleared from any and all personal belongings. Only welcome mats that are approved by management prior to placement can be placed in a breezeway.
- c) Only appropriate outdoor furniture is to be used by the tenant and any indoor furniture of any kind must be disposed of properly.
- d) Tenant agrees to remove any of following, but not limited to, from their patio at all times:
  - 1) No trash containers, trash bags, or doggie bags.
  - 2) No cigarette butts, both inside the patio or in mulch beds or common areas around the property.
  - 3) No exercise equipment, camping equipment, coolers, or toys.
  - 4) No removable screens or exterior window coverings.
  - 5) No towels, clothing or any other objects suspended from railings or the porch/patio/balconies.
- e) Brackets or nails are not permitted to be attached to the building and tenant may not install their own gate(s) or equipment.
- f) Any exterior lighting features must be entirely within your porch/patio/balcony. They cannot be in the mulch or grass areas outside of your porch/patio/balcony.
- g) Tenants are responsible for all weeds inside the patio/porch areas. If the tenant has a private yard area, they must keep the grass trimmed unless otherwise notified by management and any flower beds or mulch areas within their private yard free of debris and weeds.
- h) Any snow or ice inside the private yard/porch/patio/balcony is the responsibility of the tenant to remove unless otherwise notified by management.
- i) All seasonal décor must come down within a timely manner.
- j) Flowers and plants must be maintained properly. Tenant is responsible for removing any dead plants that they planted. Overgrown plants/bushes/flowers are not allowed. Empty pots must be stored and removed from the patio/porch/balcony.
- k) If applicable, no awnings, hammocks, and umbrellas are allowed.

**II. PACKAGES & DELIVERIES.** Tenant agrees to allow Oakwood Management Company employees to drop off any packages and mail received at the rental office on your behalf. Our employees may place your packages inside your apartment for the sole purpose of providing convenience to the resident and to help ensure no loss of packages and mail.

Tenant agrees if applicable:

- a) Due to limited storage space, all packages must be picked up and signed for within 72 hours after delivery.
- b) Arrangements need to be made to pick up package during normal office hours.
- c) The rental office staff and its management company doesn't accept any responsibility for lost, misplaced, or damaged packages.

**III. POOL & WATER FACILITIES.**

In the event the community has a Pool and/or water facility, the Tenant agrees that Oakwood Management Company and the Apartment Community are not responsible or liable for the Tenant's use of the facility nor responsible for notifying the Tenant to any concerns or problems with the pool. Oakwood Management Company and the Apartment Community are not responsible for any accidents or injuries and the Tenant understands they are swimming at their own risk.

The tenant understands that Oakwood Management Company and the Apartment Community maintain the right to revoke the Tenants privilege of utilizing the pool and water facilities at anytime for (but not limited to), (1) the Tenant lending out their pass, (2) the misuse of the pool equipment or area, and (3) the damage of property.

When using the facility, the Tenant agrees to the following policies and rules:

- a) The hours are 10AM - 9PM.
- b) Residents must always have a pool pass during any visit, if applicable.
- c) NO GLASS objects are permitted within the pool area. Must keep trash picked up and area clean at all times.
- d) No running, horseplay, or throwing anyone into the pool. Residents and their guest must be respectful of others and keep music or disruption to a minimum. No loud speakers are allowed.

- e) No pets are allowed in the pool area and no Bikes, Skateboards or Scooters are allowed.
- f) All swimmers must wear proper swimwear. Cutoffs, thongs, jeans or diapers are not allowed.
- g) Anyone with open wounds or sores are not allowed in the pool or water facilities.
- h) Drunkenness or obscene language are not tolerated.
- i) Person under 14 years of age must be accompanied by an adult and anyone under 18 is not permitted to be responsible for a minor in the pool.
- j) Swimming alone is not recommended.
- k) No tampering with safety equipment unless an emergency warrants it.
- l) The pool is restricted to residents and their guest only. Only 2 guests are allowed per household and they must be accompanied by a leaseholder at all times.
- m) All pool furniture is to remain at the pool and not placed inside the pool or allowed to be removed outside of the pool area. Any furniture damaged by non-regular use will make the Tenant responsible for the cost to replace it.
- n) If a pool pass is lost, stolen, or not returned at move out, the Tenant acknowledges a cost of \$25.00 to replace. This fee does NOT cover any lost, stolen, or non-returned key-fobs or access cards.

#### **IV. FITNESS CENTER.**

In the event the community has a Fitness Center, the following policies apply:

- a) The tenant understands that Oakwood Management Company or the Apartment Community assumes no liability for my use of the fitness center facilities.
- b) Minors age 14 and under must be accompanied by an adult in the fitness center.
- c) The tenant understands that the privilege of utilizing the fitness center may be revoked for, but not limited to, (1) misuse of the equipment, (2) theft or damage of property, (3) allowing non-residents to use my access card.
- d) The tenant agrees to notify management of any problems or concerns about any equipment and understands that Oakwood Management Company is not responsible for notifying residents of a disruption in service of any of the exercise equipment or the afterhours access doors.

#### **V. COMMON GRILLS / FIRE PIT / FIREPLACES.**

In the event the community does have Common Area Grills, Fire Pits, or Fireplaces, the following policies apply:

- a) Instructions on use may be posted at each location or are available from the community office, the tenant agrees to find and follow these instructions before use.
- b) The tenant agrees to keep pets and any persons requiring supervision away from the open flames.
- c) The tenant agrees to never leave a fire unattended and to not leave the area until all remaining flammable materials are completely extinguished.
- d) The tenant agrees to keep any and all flammable materials away from the fire at all times.

#### **VI. PRIVATE GRILLS.**

Please refer to the Ohio Fire Code, Section 308.3.1, prohibiting the operation of charcoal burner or any other open-flame cooking device on combustible decks and balconies. Under no circumstance will Charcoal Grills or Fire Pits be allowed. No Grills or Open Flame devices are allowed in breezeways. If the community does allow private Gas Grills, this is only after the aforementioned requirements and regulations are met.

#### **VII. SATELLITE DISHES.**

In the event the community does allow Satellite Dishes, the following provisions and requirements apply:

- a) The dish must be one meter or less in diameter and must be installed in an area that is exclusively of the use the resident, including balconies and patios. No part of the dish may extend beyond the balcony railing line.
- b) No holes may be drilled in outside walls, roofs, fences or windows.
- c) No dish may be installed on rooftops, window sills, common use balconies or stairwells, outside walls or any common areas.
- d) The tenant agrees to hold harmless any employee, agent, or owner and assumes total responsibility for any personal or physical damage to the property or persons as a result of damage or injury caused by the installation or removal of the dish or the dish itself.
- e) Installation of the satellite dish must be done by a professional installer. Detailed installation plans must be provided prior to installation. The hook-up to an inside receiver must be made by either a flat cable under a sliding door or by means of a device on a window that allows a signal to pass through the glass. No cable is to be run through the walls, no holes are to be drilled in the walls, roof, windows, etc. No existing wires or cables are to be spliced and it must remain a stand-alone system.
- f) Upon Vacating the apartment, the tenant agrees to return the area of installation to the original condition at their expense.

#### **VIII. DOG PARK & SPA.**

In the event the community has a Dog Park or Spa, the following policies apply:

- a) The tenant is responsible for their animal's behavior and for any damage or injury caused by the Tenant or their animal.
- b) The tenant must remain with their animal inside the designated area at all times and agree to have the animal leashed at all times outside of the designated areas.
- c) Tenant agrees to immediately leave the area should the tenant's animal show any signs of aggressiveness or misbehavior.

- d) The tenant agrees to clean up any messes or fecal matter left by the animal or their use of the facilities and to return any items provided by or already within the designated area.
- e) If management provides sign-in forms or documentation to enter, the tenant agrees to use these protocols for the use of the facilities.

**IX. MOLD & MILDEW.** Tenant acknowledges that it is necessary for the resident to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. The tenant agrees to clean and dust the unit on a regular basis and remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. The tenant agrees not to block or cover any of the ventilation for heating or air-conditioning in the unit.

The tenant also agrees to immediately report to the managers office in writing (1) any evidence of a water leak or excessive moisture in the unit, as well as in any storage room, garage or any other common area; (2) any evidence of mold and mildew like growths that cannot be removed by simply applying a household cleaner or wiping the area. The tenant further agrees that the tenant will be responsible for any damage to the unit and tenant's property as well as injury to the tenants and occupants resulting from the tenant's failure to comply with the terms of this addendum.

You are required to report immediately in writing any type of mold growth in your apartment.

**X. LAUNDRY ROOM.**

In the event the community does have a Laundry Room(s), the following policies apply:

- a) The tenant understands that Oakwood Management Company or the Apartment Community is not responsible for any loss or damage to personal property from use of the facility.
- b) The tenant agrees to not dye any clothing and/or wash or dry any oversized items.
- c) Use of the facilities is for Tenants or occupants only.
- d) The tenant agrees to remove any lint from the dryer before and after use and to keep the facility clean during use.

**CAUTION TO ALL PARTIES: THE LEASE, WHEN SIGNED BY ALL PARTIES, IS A BINDING LEGAL OBLIGATION. DO NOT SIGN WITHOUT FULLY UNDERSTANDING IT. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.**

Monroe House Apartments  
Community

  
\_\_\_\_\_  
Tenant's Signature: Vishnu Vardhan Sharma      Date  
Poladhiswara

\_\_\_\_\_  
Tenant's Signature:      Date

\_\_\_\_\_  
Agent for Owner

\_\_\_\_\_  
Tenant's Signature:      Date

\_\_\_\_\_  
Tenant's Signature:      Date

\_\_\_\_\_  
Name & Address of Landlord/Agent  
OAKWOOD MANAGEMENT COMPANY  
6950-A Americana Parkway  
Reynoldsburg, Ohio 43068

\_\_\_\_\_  
Tenant's Signature:      Date