

**Bogart Landing  
Bogart Road  
Sandusky, OH 44870  
(419) 624-0808**

**“STANDARD LEASE” AGREEMENT**

**1. PARTIES.** This Standard Lease (hereinafter “Lease”) is made at Sandusky, Erie County, Ohio on \_\_\_\_\_, 2006 by and between Bogart Road LLC \_\_\_\_\_ and (hereinafter “Landlord”) and the Lessees \_\_\_\_\_ and

(hereinafter “Lessees”) for Lease of the Premises located at \_\_\_\_\_, Sandusky, Ohio (hereinafter “Premises”). Premises does not include washer and dryer in unit. The occupancy level of the Premises is \_\_\_\_\_ (number of occupants) and is in accordance with housing, health and zoning regulations and is limited to the parties of this Lease or persons acquiring legal rights of occupancy hereunder.

**2. TERM.** The term of this Lease shall be approximately \_\_\_\_\_ starting at 12:00 noon on \_\_\_\_\_ and ending at 12:00 noon on \_\_\_\_\_.

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

Obligations if Lessee(s) never takes occupancy:  
It is expressly understood that this Lease is for the entire Term regardless of whether the Lessee(s) is transferred, ceases for any reason to occupy or continue occupying the Premises. Accordingly, the Lessee’s obligation to pay rent hereunder (and the Guarantor’s, if any, obligation to ensure payment of the same) shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

**3. RENEWAL AND HOLDOVER:** *This Lease will not automatically renew.* Each Lessee shall pay One Hundred Fifty Dollars (\$150.00) rent each day Lessee(s) occupies the Premises or otherwise holds over the expiration of the Lease Term.

**4. RENT.** Lessee(s) shall pay Landlord the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in consideration for this Lease and the Lease Term. Payment for said lease of the Premises shall be made in monthly payments on or before the first of the month the rent applies to.

All rent, deposits and other payments shall be made payable to: Bogart Road LLC, 1600 Brandon Blvd, Sandusky, OH 44870. No cash will be accepted.

Late charges:  
Late payments shall be subject to a late charge when more than one (1) days past due of \$20.00 plus \$15.00 per day thereafter. The total amount of late fees shall not exceed the total amount of late rent.  
Rent paid in full to occupy:  
Landlord reserves the right to deny possession of the Leased Premises at the commencement of the Lease Term if the rent as agreed to in Section 3 has not been paid in full.

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**Lessee(s) Initials:** \_\_\_\_\_

Insufficient funds: Any rental payments made by check shall be charged a handling fee of Thirty Five Dollars (\$35.00) if the check is returned unpaid. Payment of the late charge shall not cure any default of this Lease by Lessee(s), nor shall Landlord's acceptance of rent past due or late charges be considered a waiver of any default of Lessee(s), including Landlord's right to eviction proceedings.

Failure to pay:

Any failure by Lessee(s) to pay rent when due, shall at the option of the Landlord terminate all rights of Lessee(s) hereunder. In the event that Lessee(s) shall be absent from Premises for a period of ten (10) consecutive days while in default of rent for at least fifteen (15) days, Lessee(s) shall, at the option of Landlord, be deemed to have abandoned the Premises and any property left shall be considered abandoned and may be disposed of by Landlord as he shall see fit. All property on Premises is hereby subject to a lien in favor of Landlord for payment of all sums due hereunder to the maximum extent allowed by law.

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

**6. SECURITY DEPOSIT.** Lessees shall deposit with Landlord the total sum of \$ \_\_\_\_\_

(\$ \_\_\_\_\_), which is security for the faithful performance of the Lease. This security deposit shall serve as a fund from which Landlord may receive reimbursement for unreasonable wear and tear of the apartment, or for any other amounts legally due and owing, including amounts owed to Landlord for damages Landlord suffered by Lessees' failure to comply with their responsibilities as set forth in paragraph 8. Lessees shall be entitled to a full refund of this security deposit if they pay the amounts due under this Lease and if they return the Premises in the same condition as it was in when they received possession, except for ordinary wear and tear. In order to avoid disagreements regarding the condition of the Premises, Lessees should prepare inventory checklists of the items furnished, the condition of these furnishings and the condition of the entire Premises. Lessees should prepare these checklists immediately upon obtaining possession and immediately prior to returning possession of the Premises. Lessee should furnish Landlord with a copy of such checklists within five days of taking possession. Landlord shall return Lessees' security deposit, together with a statement itemizing deductions, if any, within thirty (30) days of: a) the termination of this Lease; b) Lessees' return of possession (including the keys); c) Landlord's receipt of copies of paid receipts of all utilities; d) Landlord's receipt of Lessee's forwarding address. If the security deposit is insufficient to compensate Landlord for the damages, Landlord shall give written notice to Lessees of the nature and amount of the deficiency. Lessees shall pay the amount of the deficiency to Landlord within thirty (30) days of receipt of such notice.

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

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

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If the Premises are damaged or partially destroyed by any cause and such damage or destruction is of such a nature that it may be repaired or restored within fourteen (14) days after the occurrence, then this Lease shall not terminate; but it shall be the obligation of the Landlord to repair or restore the Premises with reasonable promptness and without interruption of Lessee(s) occupancy for more than five (5) day(s), as nearly as possible to its condition prior to such damage or destruction.

**8. RESPONSIBILITIES OF LESSEE(S).** Lessee(s) shall: a) Comply with all applicable housing, health and safety codes; b) Refrain from and forbid any other person who is on the Premises with Lessee(s) permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the Premises; c) Use and operate properly any appliance supplied by Landlord including but not limited to range, refrigerator, washer, dryer, dishwasher, and microwave; d) Keep safe and sanitary that part of the Premises that Lessee(s) occupies and uses; e) Dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner; f) Keep all plumbing fixtures as clean as their condition permits; g) Use and operate all plumbing and electrical fixtures properly; h) Conduct themselves and require other persons on the Premises with Lessee(s) consent to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of the community; i) Lessee agrees to not turn off the front porch number light or any post light that is in front of his apartment. He agrees that the electric for the light and post light is the responsibility of the Lessee who's apartment the lights are wired to; j) Shall permit Landlord to enter the Premises at reasonable times upon 24 hours notice to inspect the Premises, make ordinary or agreed repairs, decorations, alterations, or improvements. Supply necessary or agreed services, or exhibit the Premises to prospective or actual purchases, mortgages, lessees, workmen, or contractors. In the event of an emergency, Lessee(s) shall permit Landlord to enter the Premises immediately without the usual notice.

**9. LIABILITY.** Landlord shall not be liable to Lessee(s), nor to their guests, family or occupants for any damages, injuries or loss to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, sewer backup, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint etc.) or other occurrences or casualty losses, or other acts of crimes. Unless Landlord or the Agents of Landlord are negligent, Landlord shall not be liable to Lessee(s), nor their guests, family or occupants for personal injury or property damage (furniture, jewelry, clothing, etc.). Lessee(s) is required to have renters' insurance at all times while residing in above named premises and must name Bogart Road LLC as an additional insured. Neither Landlord nor Agent shall be liable for any personal conflict of Lessee with co-lessees, Lessee's guest or invitees, or with any other Lessees or neighbors. Therefore, a conflict between Lessee(s) does not constitute grounds for termination of this Lease.

**10. SUBLEASING.** Lessee(s) shall not sublease the Premises. Lessee(s) agrees that the maximum number of people occupying the Premises shall be \_\_\_\_\_ (\_\_\_\_). Lessee(s) also agrees that no guests shall live in the Premises. Landlord shall have the right to declare the Lease in default and pursue all remedies allowed by law if Lessee(s) permits guests to live in Premises.

**11. LAWFUL USE.** Lessee(s) shall use the Premises in a lawful manner; thus, Lessee(s) shall not permit violations of any laws, including those pertaining to alcohol or drugs. Lessee(s) shall use the Premises as a residential dwelling; thus, Lessee(s) shall not disturb nor annoy other residents of the apartment community or the neighborhood. Lessee(s) shall not cause nor maintain any dangerous, noxious or offensive activity, which might constitute a nuisance to others. Lessees shall bear full responsibility for payments and hold Landlord harmless on all civil offense citations issued to Lessees by law enforcement or any other body. In the event Landlord receives a civil offense citation(s) due to the inaction's or actions of Lessees, then Landlord shall be entitled to charge Lessees as additional rent an amount equal to the amount of the fine paid by Landlord.

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**12. PARKING.** Lessee(s) shall register their motor vehicles with Landlord. Lessee(s) shall park in a properly designated parking area. City law prohibits parking on the grass. Unregistered vehicles and vehicles in unauthorized areas may be towed away at the owner's expense. No box trucks are allowed on the premises except for move in 24 hours or move out 24 hours. No trucks over one (1) ton are allowed. No campers, RVs, trailers of any sort, boats, or unlicensed vehicles are allowed on Bogart Road LLC property. No working on any vehicle of any sort allowed on the property. No vehicles dripping any kind of fluid from them allowed on property. If drips occur Lessee(s) will be responsible to clean it up or pay the cost thereof. Motorcycles parked on asphalt must have a steel plate under the kickstand.

**13. PETS.** Lessee(s) shall not have a pet upon the Premises, unless permission is granted through an attached pet addendum.

**14. NOTICES, DEPOSITS, AND COMMUNICATIONS TO LESSEE:** Upon signing this Lease, Lessee(s) shall provide Landlord, in writing, a current address and telephone number where Lessee(s) may be contacted prior to the commencement of the Lease Term. Lessee(s) shall also provide, in writing, a forwarding address and telephone number on the Lessee Information Sheet.

**15. APPLICATION OF FUNDS:** Landlord will apply all funds received from Lessee first to any non rent obligations of Lessee including late charges, returned check charges, charge-backs for repairs, and utilities, then to rent regardless of any notations on check.

**16. LEASED PREMISES:** Landlord leases \_\_\_\_\_, Sandusky, Ohio, 44870. "Premises" or "Leased Premises" as referred to in this Lease includes the building; any porches, balconies or patios attached to the building; stairwell areas; and any common grounds used by Lessee(s). "Premises" or "Leased Premises" as referred to in this Lease does not include attached garages, detached garages or storage areas of any kind, unless specifically indicated on the Lease Agreement.

**17. UTILITIES:** Lessee(s) hereby authorizes Bogart Road, LLC to place utilities in Lessee's name by signing this Lease Agreement should Lessee(s) fail to do so. Lessee(s) shall be responsible for electric services, hook up and monthly fees; telephone service hookup; repairs; monthly charges and all other associated costs; and cable television and internet service hookup, repairs, monthly charges and all other costs should Lessee(s) desire those services. Absolutely no satellite dishes or other antenna shall be placed on the building.

**18. RENTER'S INSURANCE AND LIABILITY:** Lessee(s) shall obtain renter's insurance covering personal property and liability. No box trucks are allowed on the premises except for move in 24 hours or move out 24 hours. No trucks over one (1) ton are allowed. No campers, RVs, trailers of any sort, boats, unlicensed vehicles are allowed on Bogart Road LLC property. No working on vehicles of any sort allowed on property. No vehicles dripping any kind of fluid from them are allowed on property. If it drips, lessee will be responsible to clean it up. Motorcycles parked on asphalt must have a steel plate under the kickstand. All personal property belonging to Lessee(s) and/or any other person, located in or about the building or Leased Premises shall be there at the sole risk of the Lessee(s) and such other person and neither the Landlord nor his agent shall be liable for theft or misappropriation thereof, nor for any damage or injury thereto. Landlord nor his Agent shall be liable for damage or injury to said Lessee(s), family or occupants or to other persons or to other property, caused by fire, flood, water, ice, snow, frost, steam, heat or cold, hail, winds, explosion, smoke, interruption of utilities, dampness, falling plaster, seepage, sewer or sewage gas, sewer backup, falling plaster, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint etc.) or other occurrences or casualty losses, odors, noise, water leaks, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds or for any act, neglect or omission of other Lessee(s) or occupants of the building in which the demised Premises are located or of any other person or cause in any other manner whatsoever. Lessee(s) agrees to protect, indemnify and save harmless the Landlord and his Agent from all losses, costs, and/or damages sustained by reason of an act or occurrence causing injury to any person whomsoever or whatsoever due directly or indirectly to the use of the demised Premises or any part thereof by Lessee(s).

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Landlord, its agents, and its employees shall not be liable to Lessee(s) or any other occupants for injury or damage to person or property arising in or about the Leased Premises or common areas, regardless of negligence of Landlord, its agents or employees, or other Lessee(s) or occupants. Landlord will not be liable for failure to maintain and operate service and recreational facilities. Landlord has no duty to remove the natural accumulation of ice and snow and any voluntary removal shall not impose a continuing duty of removal. Neither Landlord nor Agent shall be liable for any personal injury to Lessee(s) or damage or loss to Lessee's property, including but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes.

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

Please be advised that Landlord makes no promises that attempts to find a replacement Lessee will be successful, and further advises that Landlord's experience is that obtaining replacement Lessees during the Lease Term is unlikely. Landlord advises Lessee(s) to notify Landlord at the earliest date if for any reason Lessee does not plan to occupy and does not want to pay rent for the entire Lease Term in order to provide Landlord with more time to attempt to obtain a replacement Lessee(s). Landlord does not obligate itself to find replacement Lessee(s) except to the extent required by law. Any attempt to find replacement Lessee(s), does not constitute surrender or termination of this Lease. If Landlord is successful in finding a replacement Lessee(s), Lessee(s) agrees to pay Bogart Landing, LLC a leasing fee of two hundred dollars (200.00) per Lessee.

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

**21. CARE AND USE OF PREMISES DURING LEASE TERM:** Lessee(s) shall assume complete and total liability for any damage to Leased Premises or fixtures thereof caused by anyone other than Landlord or his Agent. Lessee(s) specifically agrees to clean and maintain in good working order and condition, any furniture and/or appliances provided by Landlord or his Agent. Lessee(s) shall abide by the "Rules and Regulations" attached as Exhibit "A" and incorporated into this Lease. Lessee(s) shall abide by any reasonable amendment to these Rules and Regulations that are enacted by Landlord during the Lease Term upon delivery or notification of these amendments. The Lessee(s) will keep the sinks, lavatories and commodes open and will immediately report any malfunctions to the Landlord. The Lessee(s) shall reimburse the Landlord for the cost of all repairs made necessary by, or resulting from, Lessee(s) abuse or careless use of the Premises. No sanitary napkins are to be flushed in the toilet. Lessee shall be responsible for normal household maintenance such as replacement of light bulbs; fuses; steam cleaning of carpets by Hills Interiors, Norwalk, (419)668-4828; cleaning of sinks, bathtub/showers and commodes; replacement of appliance bulbs; painting; snow removal, etc. Lessee is permitted to use a limited number of small finishing nails for hanging pictures - no tape (double sticky or otherwise) is permitted. No dart boards or targets of any kind shall be hung on walls, doors or furnishings inside or outside of Leased Premises; if so, Lessee(s) shall be liable for any damages caused.

**22. DAMAGES AND REPAIRS OF PREMISES DURING LEASE TERM:** Lessee(s) shall pay for all repairs to the Premises and appliances that are necessary because of Lessee's negligence or abuse. Landlord shall not be liable for personal injury or property damage resulting from the malfunction of any appliances in the Leased Premises. Landlord will make all major repairs as required by Law. Landlord shall pay for such repairs but Lessee(s) shall pay for any repairs necessary because of damage or negligence caused by Lessee(s). Lessee(s) shall report any damage to Landlord within twenty-four (24) hours of discovering the damage. Landlord will have damages repaired within a reasonable time after Lessee(s) gives written notice of the need for such repairs. Except to prevent further damage, Lessee shall not repair or have repaired any damages.

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**5 OF 12**

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Failure to report needed repairs is negligence per se on the part of the Lessee(s). Lessee(s) shall immediately report to the Landlord and the local law enforcement authority any acts of vandalism to the Premises or Leased Premises. Certain damages, in the experience of the Landlord, occur with regularity. The Landlord has provided a list of these damages along with the normal charges for repair of such damages. Lessee(s) agrees to the following minimum charges for such damages: Please see attached Addendum entitled Exhibit "B" To Lease Agreement, Bogart Road LLC. Cleaning/Repair/Replacement Price List". Lessee(s) agrees that Landlord will charge for the actual repair costs for said damage. All items not listed on the Addendum are charged to Lessee(s) at the estimated cost of total replacement, labor and material plus a management overhead fee to Bogart Road LLC.

**23. FIRE, OTHER DESTRUCTION AND CONDEMNATION:** Lessee(s) must notify Landlord immediately in the event of fire or other casualty. Lessee(s) shall have no claim or interest in any compensation or award of damages for such occurrences. In no event shall Landlord or Agent be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Lessee(s) hereby expressly waives all claims for such injury, loss or damage.

**24.** Landlord may terminate this lease if the Lessee fails to pay the rent as agreed herein or if the Lessee violates any other agreement or provisions of this lease, and, in such case, the Landlord shall have all remedies provided by law or in equity to evict the Lessee and/or to proceed against the Lessee for all damages sustained by the Landlord for unpaid rent or otherwise under the terms of this lease. Lessee acknowledges that the failure of the Landlord to take any action against the Lessee for Lessee's breach of any provision of the lease shall not constitute a waiver by the Landlord of Landlord's right to take such action against the Lessee at a future date and shall not constitute a waiver by the Landlord of any remedy provided to the Landlord in this lease or by law for any breach of this lease by the Lessee. The parties further agree service of a notice of eviction on the Lessee does not waive Landlord's right to damages including, but not limited to, the balance of rent due of the remaining lease term.

**25.** Either Landlord or Lessee may terminate this lease by written notice given to the other thirty (30) days prior to the end of the lease term. Failure of the Lessee to give thirty day written notice of termination will constitute acceptance by Lessee of the renewal or future renewals of this lease and any modifications thereof by Landlord.

If Landlord intends to modify the lease or modify the rent, Landlord shall give written notice of the proposed modifications to Lessee thirty (30) days prior to the end of the lease term.

**26.** Lessee(s), including each individual Lessee if more than one, acknowledges that reference in this lease to "Lessee" in the singular or masculine includes and is personally binding upon all Lessees jointly and upon each Lessee individually and whether male or female; that each Lessee is personally responsible for payment of the rent and performance of all of the Lessee's duties under this lease; and that any agreement between individual Lessees for such payment or performance is made solely between them and is not binding upon the Landlord. Lessee further agrees not to sublease the premises or assign his or her rights under this lease agreement.

**27. SUBORDINATION:** It is understood and agreed that this Lease and all rights of Lessee hereunder shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed against the Demised Premises, including any renewals, consolidations, extensions or replacements of said mortgages, and that Lessee will execute any and all instruments required by said mortgagor to effect said subordination.

**28.** Lessee and Landlord agree that all notices to either party are to be in writing; no verbal notice or agreements are valid in any situation.

**29.** Lessee acknowledges the receipt of a move-in inspection sheet.

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**30. LANDLORD'S RIGHT TO ENTRY AND INSPECTION:** Lessee(s) shall permit the Landlord, its Agent or employees and any designated individuals to enter upon the Premises at all reasonable hours, and always after one hour's notice for inspections, repair, or improvement. A maintenance or management request by one of the Lessees in the Leased Premises constitutes permission for the Landlord, its agents, and its employees to enter the Leased Premises. Lessee agrees to assume financial responsibility for additional charges of a sub contractor who is hampered from completing any work at the Leased Premises by any actions of Lessee, any guests of Lessee, or conditions caused by Lessee. Lessee(s) shall reimburse Landlord for the cost of any repairs attributable to or caused by Lessee's abuse, carelessness or misuse of the Premises and Landlord shall invoice the Lessee(s) for the costs of any such repairs, including a reasonable charge for management overhead, which charges shall constitute additional rent. Landlord may enter the Premises without notice in an emergency, as permitted by law. Landlord may show the Leased Premises during reasonable hours to prospective Lessees, purchasers or owners.

**31.** Lessee cannot duplicate any keys. Keys must be bought from Bogart Road LLC at \$25.00 each. Lessee under no circumstances can change locks.

**32. LOCKOUTS AND KEYS:** If Lessee(s) is locked out of Lessee's Premises, or for whatever reason needs Landlord's assistance to gain access to the Leased Premises, Lessee(s) shall be charged a fee of fifty-five dollars (\$55.00) which must be paid prior to gaining access to the Leased Premises. Lessee(s) shall pay replacement cost of any lost mailbox key or Premises key. There are no refunds for recovered keys. If the lost key is not recovered upon termination of your Lease term, or if all keys are not returned upon termination of your Lease Term, Lessee(s) will be charged accordingly for re-keying. Lessee(s) shall receive only one mailbox key per unit. Lessee(s) shall not place any additional locks on any door.

**33.** Lessee agrees and acknowledges that the premises are in a clean, sanitary, and orderly condition and in a good state of repair at the inception of this signed lease by the Landlord and Lessee.

**34.** Lessee agrees that he will not make or allow any interior painting, redecorating, or other alterations to the premises, appliances, or fixtures without the prior written approval of the Landlord; that no additional locks or bolts of any kind shall be put upon the doors or windows, and that no nails, screws, or other fasteners shall be driven into walls, woodwork, or any other part of the premises that causes noticeable damage.

**35.** Lessee agrees that he will not keep animals or pets of any kind in the premises or elsewhere on the grounds unless a Pet Addendum is signed; that he will not use open flame heaters (such as kerosene heaters) or bring live Christmas trees into the premises; that all curtains or drapes or other coverings used on the exterior windows of the premises must have white backing; and that no waterbed may be placed in the premises without advance written permission from the Landlord.

**36.** Lessee agrees that the Landlord will not be liable to the Lessee for personal injury occurring in the premises or anywhere within the grounds in which the premises are located or for damage to the property of Lessee or others, including automobiles or other vehicles, by fire, theft, collision, or otherwise, and Lessee agrees to hold Landlord harmless as to any and such claims. Lessee is required to have renter's insurance at all times while residing in above named premises and name Bogart Road LLC as an additional insured.

**37.** Lessee agrees that Landlord may, with reasonable advance notice to Lessee, enter the premises at reasonable times to inspect the premises.

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

**39. LESSEE'S SUCCESSORS:** This Lease shall be binding upon Lessee's heirs, legal representatives, successors, and assigns.

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**Lessee(s) Initials:** \_\_\_\_\_

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

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

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

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

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

**45. ATTORNEY FEES:** In the event that Landlord or Lessee(s) incur legal fees pursuant to enforcement of this Lease, upon demand the party that does not prevail in a judicial determination shall pay the prevailing party reasonable legal fees as set by the prevailing party, but in no event shall the amount be greater than five hundred dollars (\$500.00) unless approved by the court.

**46. CONTACT PERSON:** Lessee(s) agrees that the person named as Contact Person on the signature page of this Lease Agreement is hereby designated to receive any and all communications and correspondence from Landlord. All communications and correspondence delivered to any Lessee(s) by Contact Person shall constitute service upon all Lessees.

**47.** There shall be no more than two (2) occupants per bedroom.

**48. ERRORS OR OMISSIONS BY CONTACT PERSON:** Landlord and Lessee(s) hereby acknowledge and agree that Landlord has used a Rental Agent (the Contact Person) to negotiate and execute this Lease Agreement on Landlord's behalf and that, as a result, there may be errors or omissions contained in this Lease Agreement. In the event of such errors or omissions, Landlord reserves the sole right to renegotiate the terms hereof or to void the Lease Agreement and return to Lessee(s) any funds paid by Lessee(s) after deduction of any charges due and owing to Landlord by Lessee(s) hereunder.

**PLEASE INITIAL BELOW THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED ON THIS PAGE.**

**Lessee(s) Initials:** \_\_\_\_\_

**EXHIBIT "A" TO LEASE AGREEMENT  
Bogart Landing, LLC  
RULES AND REGULATIONS**

These Rules and Regulations are a binding part of this Lease, and may be amended, as stated in Section 16 of this Lease.

1. **EMERGENCY CALLS:** In an emergency, a maintenance person may be reached by calling our office at (419)-624-0808 from which you will be provided with a maintenance person's pager number. All regular business should be taken care of during regular business hours. An "emergency" is defined as circumstances in which either Lessee or property may suffer loss if the situation remains uncorrected until the office is open.
2. **FIRE SAFETY:** Lessee(s) shall be responsible for the maintenance and replacement of any smoke alarm batteries and any fire extinguisher in the Leased Premises which is discharged or loses pressure during the Lease Term. If Lessee tampers with and/or disconnects any fire safety equipment this may be cause for immediate eviction. Any questions regarding proper operation of fire safety equipment should be immediately directed to Bogart Road LLC on the date of occupancy. It is illegal to tamper with, or in any way reduce the effectiveness of the fire protections systems which are installed in the Lease Premises. Lessee agrees that no grilling or storage is permitted on the front porch or on any part of the premises.
3. **HEALTH AND SAFETY:** Lessee(s) shall comply with all applicable state, county and local housing, health and safety codes. Lessee(s) shall keep the Leased Premises safe and sanitary and shall do no act that would cancel, violate, or increase the fire insurance policy or premium on the Leased Premises. Lessee shall use and/or operate all electrical and plumbing fixtures properly, and keep all plumbing fixtures in the Leased Premises in a clean condition. Lessee(s) also agrees to keep all heating and air conditioning units in clean condition and free of debris.
4. **LOCKOUTS AND KEYS:** If Lessee(s) is locked out of Lessee's Premises, or for whatever reason needs Landlord's assistance to gain access to the Leased Premises, Lessee(s) shall be charged a fee of fifty-five dollars (\$55.00) which must be paid prior to gaining access to the Leased Premises. Lessee(s) shall pay replacement cost of any lost mailbox key or Premises key. There are no refunds for recovered keys. If the lost key is not recovered upon termination of your Lease Term, or if all keys are not returned upon termination of your Lease Term, Lessee(s) will be charged accordingly for re-keying. Lessee(s) shall receive only one mailbox key per unit. Lessee(s) shall not place any additional locks on any door.
5. **THERMOSTAT SETTING:** During the winter months under no circumstances shall the heat in the Leased Premises be turned off, and under no circumstances shall the Leased Premises' thermostat be set lower than sixty degrees (60 ) Fahrenheit. Any damage to the pipes or any other damage that occurs because of disregard of this clause shall be Lessee's responsibility.
6. **COMMON AREAS:** The sidewalks, entry passages, halls, public corridors, stairways and other common areas shall not be obstructed by Lessee(s) or used by Lessee(s) for any other purpose other than ingress and egress. A reasonable fee will be assessed for violation of this clause.
7. **NOISE AND DISTURBANCES:** No Lessee(s) or Lessee's guest shall create or permit excessive noise or loud, improper or boisterous conduct at any time. Radio, TV, stereo or any other items which may cause noise, etc. must be turned down to a level of sound that does not annoy or interfere with other residents, and special care should be taken to prevent all loud noise levels before 8:00 AM and after 10:00 PM. Because of the nature of most apartments, it is understood that offensive noises and/or odors are expressly prohibited. Accordingly, at Landlords discretion, the following shall apply to complaints concerning a Lessee's violation of this rule.  
**First Violation:** A written warning will be issued to the Lessee(s), specifying the complaint that was filed, and the Parent or Legal Guardian on file will be notified. **Second Violation:** Upon a second complaint, a seventy-five dollar (\$75.00) charge will be assessed against Lessee(s). **Third Violation:** Upon a third complaint, a one hundred-dollar (\$100.00) charge will be assessed. **Fourth Violation:** A charge shall be imposed in the amount of one hundred fifty dollars (\$150.00) and the Landlord may, in its discretion, declare the Lease to be in default. Landlord expressly retains the right to increase the charges set forth herein if the initial charges set forth herein fail to cover costs and expenses. Such charges are expressly included as an item guaranteed in the Guarantee By Parent/Legal Guardian Of Lessee Form.

**PLEASE INITIAL BELOW THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED ON THIS PAGE.**

**Lessee(s) Initials:** \_\_\_\_\_

8. **ALTERATIONS TO PREMISES:** Lessee will make no alterations or additions to the Leased Premises without prior written consent of Landlord, including but not limited to removal of any doors or construction of any form. No radio wires, electrical wiring, satellite dishes, air conditioning units or any other objects whatsoever shall be attached to the roof or protrude from the exterior of any part of the Leased Premises or building.

9. **FURNACE AND AIR CONDITIONER:** Lessee(s) agrees to clean and/or replace the furnace/air filters once a month.

10. **HOUSEHOLD MAINTENANCE:** Lessee(s) shall perform normal household maintenance, including the replacement of light bulbs (colored bulbs are not permissible), fuses, steam cleaning of carpets, cleaning of sinks, commodes, appliances, etc. All bulbs and tubes must be operational at the time the Lessee vacates the Premises. Windows and doors shall not be obstructed, damaged or removed. Damage to property, including but not limited to paint, plaster, drywall, cabinets, carpets, floors, furniture or any damage to any part of the Lease Premises will be the responsibility of the Lessee(s). Damage caused by leaving windows or doors open during inclement weather will also be the responsibility of the Lessee(s). Lessee(s) shall also be responsible for keeping the exterior of the Leased Premises free of refuse and debris.

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

**PLEASE INITIAL BELOW THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED ON THIS PAGE.**

**Lessee(s) Initials:** \_\_\_\_\_

**EXHIBIT "B" TO LEASE AGREEMENT  
Bogart Road LLC**

**CLEANING/REPAIR/REPLACEMENT PRICE LIST**

1. Extermination of bugs or other infestations: \$125.00
2. Clean plugged drains/disposals due to Lessee(s) misuse per drain: \$160.00
3. Keys not turned in/lost, including mailbox key, per key: \$50.00
4. Rekey door lock, per lock: \$100.00
5. Replace door lock, per lock: \$150.00
6. Repair or replace screen insert: \$75.00
7. Replace blind each (If applicable): \$75.00
8. Replace doorstop each: \$15.00
9. Replace light bulb each: \$2.50
10. Replace stove drip pan: \$3.50-\$12.99
11. Replace stove trim ring: \$5.99 - \$9.99
12. Replace smoke alarm (battery operated): \$22.99
13. Replace smoke alarm (electric): \$140.00
14. Replace smoke alarm battery, each: \$10.00
15. Replace towel bar: \$75.00
16. Repair closet door track: \$50.00
17. Replace closet door: \$200.00 - \$300.00
18. Replace interior door: \$300.00
19. Replace light cover: \$19.99 - \$52.75
20. Replace bathroom sink: \$72.29 - \$375.00
21. Replace cabinet/vanity door: \$70.00 - \$270.00
22. Replace front door or frame: Cost of Replacement
23. Replace front door and frame: Cost of Replacement
24. Repair screen door: \$65.00 per hour
25. Replace screen door: Cost of Replacement
26. Remove trash or other items from premises (per load) \$150.00
27. Clean dirty carpet per room: \$75.00
28. Carpet burns/stains (small) each: Cost of Replacement/Repair
29. Carpet burns/stains (large) each: Cost of Replacement/Repair
30. Vinyl burns/tears: Cost of Replacement
31. Cleaning refrigerator or stove, each: \$75.00
32. Clean bathroom, including tub, shower, toilet, lavatory, etc.: \$100.00
33. Clean kitchen cabinets, countertop, sink, etc. (excluding appliances): \$75.00
34. Please be advised that the above list of cleaning/repair/replacement charges are not the only charges that you may be billed for and the prices listed are minimum charges. You may be charged for any additional damages that you have caused while living in your unit. All items listed and not listed above are charged to Lessee(s) The covenants, conditions and agreements made and entered into by the parties hereto are also declared binding on their respective heirs, successors, and assigns. The undersigned have read this Lease Agreement in its entirety and its provisions are fully understood and agreed to and intend to become legally bound upon execution of this document and have received a copy of this document. If any provisions are not understood, competent advice should be sought. Time is of the essence.

**PLEASE INITIAL BELOW THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED ON THIS PAGE.**

**Lessee(s) Initials:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereunto have set their hands as of the date first mentioned above.

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

The parties, by signing below, hereby represent that they have fully read and fully understood the foregoing Standard Lease and its Addendum's, and they acknowledge receipt of a signed copy of this Standard Lease and its Addendum's. **Lessee(s) further acknowledge receipt of two (2) keys for Apt. No. \_\_\_\_\_, Brandon Blvd. Sandusky, Ohio 44870.**

**LESSEE SIGNATURE & DATE**

1. \_\_\_\_\_ Date \_\_\_\_\_

2. \_\_\_\_\_ Date \_\_\_\_\_

3. \_\_\_\_\_ Date \_\_\_\_\_

**LANDLORD SIGNATURE & DATE**

\_\_\_\_\_  
**AGENT FOR LANDLORD/OWNER (CONTACT PERSON)**

**PLEASE INITIAL BELOW THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL INFORMATION CONTAINED ON EACH OF THE FOREGOING PAGES.**

**Lessee(s) Initials:** \_\_\_\_\_