

# MORGAN PROPERTIES

## SUMMARY OF FEES AND CHARGES

The following is a summary of charges that, if applicable, you will be expected to pay during the term of your tenancy at Easton Commons. In addition, this summary also includes possible charges that you may incur as a result of default. This is only a summary of certain terms of your lease. It is meant to help you understand and ask any questions regarding the fees and charges. We have tried to accurately summarize the terms of the lease, but in the event of any accidental inconsistencies between this summary and the actual lease, the terms of the actual lease will prevail in all respects.

**These fees represent reimbursement of our internal and third-party expenses and capital investments. Some of these fees or charges may include a profit to landlord, when permitted by law.**

### **Rent and Amenity Charges:**

Name of Charge	Amount	Frequency	Type of Charge
Base Monthly Rent	As set forth in lease	Monthly, payable on first calendar day of month	Rent.
Amenity Fee	\$199.00	N/A	Mandatory fee for community amenities.

### **Parking Charges:**

Name of Charge	Amount	Frequency	Type of Charge
Parking/Garage Fee	\$0.00	N/A	Mandatory fee for parking in community.
Reserved Parking/Garage Fee	garage - \$125.00	Monthly, payable on first calendar day of month	Optional fee for reserved parking.

### **Pet Charges:**

Name of Charge	Amount	Frequency	Type of Charge
Monthly Pet Fee	\$35.00	Monthly, payable on first calendar day of month	Non-refundable fee for keeping a pet.
Initial Pet Fee	\$250.00 for one, \$350.00 for two	One-time	Non-refundable fee for keeping a pet.
Pet Deposit	N/A	One-time	Refundable. Held by landlord to cover cost of any potential pet damage.

### **Utilities, Trash, Pest Control, and Similar Charges:**

Name of Charge	Amount
May include Electricity, Gas, Hot Water, Water, Sewer, Trash Removal, Pest Control, and/or a Service Fee	As set forth in Utility Addendum, payable monthly on first calendar day of month.

### **Other:**

Name of Charge	Amount	Type of Charge
Lost Key/Key Fob Charge	\$25.00, per occurrence	Fee for replacement of key/key fob.
Lost/Unreturned Parking Pass	\$50.00, per occurrence	Fee for replacement of parking pass.
Lock Change Charge	\$50.00, per occurrence	Fee for replacement of lockset on apartment entrance door. This DOES NOT apply to "Smart Lock" technology.
Mailbox Key Change Charge	\$25.00, per occurrence	Fee for replacement of mailbox lockset, where mailbox is managed by the Landlord.
Early Lease Buyout Agreement Option	The amount agreed to in Early Lease Buyout Agreement.	Optional, mutually agreed upon charge to release you from your lease obligations before the end of your lease term.
In-House Transfer or	\$500.00, one-time	Fee for transferring to another apartment within a

Smooth Move Fee		community, or transferring to another Morgan Property Community. Does not include application or other charges.
Resident Add-On or Release Administrative Fee	\$100, per occurrence	Fee for adding or removing a Resident from a lease.
Pool Guest Pass Fee	\$0.00, per pass, per day	Mandatory fee for guests of Residents using the pool.
Monthly Storage Fee	N/A, monthly, payable on first calendar day of month	Optional fee for additional storage space outside of Apartment.

**Fees Payable due to Resident Defaults:**

<b>Name of Charge</b>	<b>Amount</b>	<b>Type of Charge</b>
Late Fee	10% of base rent	Fee for late payment of rent or other monthly charges.
Returned Payment	\$25.00	Fee for your payment being rejected by the bank, credit card company, or other financial institution.
Lease Violations	\$100.00 per offense	Fee for your failure to properly pick up after your pet or properly dispose of regular household garbage.
Legal Expenses (including Attorney Fees and Expenses, Court Fees, and Court Agency Fees)	Variable, as permitted by law	Reimbursement to landlord for the expenses of filing and continuing an eviction lawsuit against you.
Damage to Apartment	Variable	Reimbursement of cost of restoring damage.
Early Lease Termination – No Buyout Agreement	The amount of all rent and other charges due until the earlier of (a) the end of the lease term or (b) the apartment is re-rented, plus landlord's costs of marketing and turning over the apartment, plus any differential in rent (if lower for replacement tenant), to expiration of vacating tenant's lease term.	Reimbursement for damages caused by your early lease termination.

I/We have read this summary in detail, and have been given the opportunity to ask any questions prior to signing the following lease documents. I/We understand that I/we may exit this lease signing at any time to ask any questions regarding this Summary of Fees and Charges.

By signing below, I/we acknowledge that I/we understand this summary, and will be proceeding with signing the following lease.

Easton Commons Apartments Owner KofP LLC

*Gabriela Osei*

Landlord

Date

Meaghan Fitzgerald

*Meaghan Fitzgerald*

Resident

Date

# OHIO RESIDENTIAL LEASE AGREEMENT

KEY LEASE TERMS	
Date of Lease:	<u>May 13, 2021</u>
Landlord:	<u>Easton Commons Apartments Owner KofP LLC</u>
Landlord's Address:	<u>4011 Easton Way Columbus, OH 43219</u>
Apartment Address:	<u>3704 EASTON LOOP WEST Columbus, OH 43219</u>
Resident(s):	<u>Meaghan Fitzgerald</u>
Occupant(s):	
Co-signer/Guarantor:	
Lease Start Date:	<u>July 11, 2021</u>
Lease End Date:	<u>July 10, 2022</u>
Total Rent for Lease Term:	<u>\$ 10,692.00</u>
Base Monthly Rent:	<u>\$ 891.00</u>
Security Deposit:	<u>\$ 878.00</u>
Amenity Fee:	<u>\$ 0.00</u>

The Landlord and the Resident(s) agree to Lease the Apartment for the terms set forth herein. For the purposes of this Lease Agreement, the term "**Apartment**" refers to the rental unit at the address set forth above, regardless of whether the unit is an apartment, condominium, townhouse, or other type of residential dwelling. The term "**Lease**" includes this document and all addenda thereto. The term "**Community**" means the entire apartment complex. The terms "**Landlord**" or "**we**," "**us**," or "**our**" refers to the Landlord, its affiliates and its agents and employees. The terms "**Resident**" or "**you**" or "**your**" includes all residents named herein. The Key Lease Terms above are material terms of this Lease and have the meanings set forth above. **All adults age 18 and over who will live in the Apartment must each sign this Lease.** If an occupant becomes 18 during the Lease term, it will be a condition of renewal that he or she must sign the Lease at the next renewal.

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- 1) **TERM; RENEWAL OPTIONS.** The Lease begins on the Lease Start Date and ends on the Lease End Date (which for all purposes in this Lease shall either be the Lease End Date set forth above or the last day of any renewal term, if this Lease was previously renewed). Either party may end this Lease on the Lease End Date by written notice delivered to the other party at least sixty (60) days prior to the Lease End Date.

Prior to any Lease End Date, if your Lease has not been previously terminated, we may, in our sole discretion, offer you the option to extend the Lease, as follows:

- (a) At least seventy-five (75) days before the Lease End Date, we may send you a Lease renewal notice. Such renewal notice may offer an extension of the Lease End Date and may propose a new Monthly Rent (which may be higher than the current Monthly Rent), and possibly other changes in Lease terms. In the

event that our standard lease form or any addendum to the Lease is revised, we reserve the right to require that you either sign a new revised Lease and/or revised addendum, or vacate the Apartment on the Lease End Date.

Our offer of renewal is not a waiver of our rights to pursue any existing claims against you including but not limited to claims for unpaid Rent or any violation of the Lease or the law.

We are not obligated to offer to renew this Lease at the Lease End Date, and we may choose, in our sole discretion, to require that you vacate on the Lease End Date.

- (b) If you do not desire to renew the Lease in accordance with the Lease renewal proposal, you may reject the renewal terms by giving written notice to us at least sixty (60) days prior to the expiration of the current term, in which case you must then vacate your Apartment on the Lease End Date. **If you fail to timely reject the renewal proposal, you will be deemed to have accepted such proposal and the lease will automatically renew for an additional one (1) year period.**

- 2) **RENT.** You must pay the Base Monthly Rent and any Additional Rent, as defined below (collectively the "Rent"), to us by the first (1st) day of every month in such manner as directed by us during the Term hereof. You may not withhold or offset Rent unless authorized by law. If we receive a payment from you which is less than the full amount owed by you, we may, in our sole discretion, apply such payment to any of the charges owed by you, which may include paying in full any late charges or any other Additional Rent charges prior to applying any amount of such payment to the Base Monthly Rent.
- 3) **UTILITIES.** In addition to your Base Monthly Rent, you must pay the utilities identified in the Utility Addendum attached to this Lease, as set forth in the Addendum. Any of your utility charges which you do not pay will be due and payable as Additional Rent on the next day the Base Monthly Rent is due. You must keep all utilities on and activated during the term of the Lease, and any failure to do so is a violation of the Lease. You will only use utilities for normal household purposes and will take all reasonable efforts to conserve energy and water and to avoid waste. Illegally accessing the utility services of the Landlord or a neighbor is a violation of the Lease.

For those utilities that must be placed in your name, you must do so before taking possession of the Apartment. Keys to the apartment will not be given to you until you have provided proof of the transfer of service and the utility account number.

We are not responsible for any inconvenience or loss caused by interruption of any utility services. If your electricity is ever interrupted, you must use only battery-powered lighting and in no event may you use candles or any other flames, or stove, to provide lighting or heat. You acknowledge that temporary interruption of utility services may occur from time to time. In the event of a planned temporary interruption for repairs, we will use reasonable efforts to notify you of any such interruption, unless such interruption is an emergency situation.

- 4) **LATE FEES AND INSUFFICIENT FUNDS.** If any portion of the Rent (including Additional Rent) is not paid by the fifth (5<sup>th</sup>) calendar day of the month, you must pay a late fee **equal to 10% of the Base Monthly Rent** for each month until your account is brought current. This late fee is Additional Rent. Rent is due on the first (1<sup>st</sup>) day of the month, and failure to pay the Rent by that date is a violation of the Lease. Habitual late payment of rent is grounds for eviction even if the late fees have been paid.

If all, or any part, of your Rent payment is rejected by your bank or returned for insufficient funds or any other reason, you will pay the Insufficient Funds Charge (identified in the Summary of Fees and Charges included with this Lease) as Additional Rent. If you are charged the Insufficient Funds Charge for two (2) or more payments, we will require that all future payments be made in certified funds only. Failure to exercise this right at any time is not a waiver of our right to do so in the future. The Insufficient Funds Charge may include reimbursement for certain fees our bank charges us and for our additional collection efforts.

- 5) **ADDITIONAL RENT.** Additional Rent includes, but is not limited to, late charges, insufficient funds charge, collection costs, utility charges, pet fees and charges, damage charges, parking charges and amenity or recreation fees. In addition, we may, in our sole discretion, perform any obligations under the Lease which are your responsibility and which you fail to perform. The cost to us for performing such obligations may be charged to you as "Additional Rent." Additional Rent is due and payable on the next day the Rent is due. If you vacate, any Additional Rent due may be deducted from your Security Deposit. We have the same legal rights against you due to your failure to pay Additional Rent under this or any other paragraph of this Lease as we

may have due to your failure to pay the Base Monthly Rent. This means that we may evict you for failure to pay Additional Rent.

- 6) **SECURITY DEPOSIT.** You shall pay to us the Security Deposit identified above. The Security Deposit is intended to protect us in the event that you do not perform all of your obligations under this Lease. You also agree that no part of the security deposit may be applied to any Rent during the term which may become due under this agreement. Upon termination of the Lease, this Security Deposit may be applied first to the damages to the Property, fees incurred for cleaning the Property, costs incurred because of the Tenant's noncompliance with Ohio law, and then to the payment of rent in arrears. In the event the Security Deposit is not sufficient to pay all charges due, you agree to pay all other charges within ten (10) business days after receiving written notice from us.

We will return the Security Deposit, less amounts withheld, to you within thirty (30) days of the later of the following: (1) the termination of your Lease; (2) your return of the keys to the Apartment; or (3) your request for return of the Security Deposit. The security deposit shall be returned to you, less amounts withheld, by mailing to an address provided by you in writing upon lease termination. If no forwarding address is provided to us, we shall send any refund of such deposit to your last known address. From time to time, we may offer leasing promotions in the form of reduced Security Deposit. Therefore, your Security Deposit may differ from those of other tenants due to leasing promotions available at the time of move-in. Standards by which such Security Deposits are calculated are available in the rental office at the property for review.

- 7) **POSSESSION.** We will make a good faith effort to make the Apartment available to you on the day this Lease is scheduled to begin. If any delay does occur, the Rent shall be apportioned and abated until we are able to deliver possession of the Apartment. We are not responsible and shall not be held liable for any inconvenience, loss or damage if there is any delay in making the Apartment available to you. If the Apartment is not available within thirty (30) days after the Lease Start Date, you may then elect to end this Lease by written notice to us by certified mail, return receipt requested. In that event, all monies paid to us shall be returned to you, less the application fee. You agree that this shall be your sole remedy for any delay, and you hereby release us from any further obligation or liability.

You understand that our offer of tenancy is conditioned upon satisfaction of the terms of the "Welcome Letter" that was provided to you when your application was approved, and you agree and consent that possession of the Apartment will not be granted unless and until these terms are met. The Welcome Letter is incorporated into and made a part of this Lease.

- 8) **USE AND OCCUPANCY.** You will personally use and continuously occupy the Apartment as a residence for you and authorized occupants named above. You shall comply with all State and local occupancy regulations. It is our general policy to limit occupancy to two (2) persons per bedroom. Exceptions may be made under certain circumstances. We will consider all requests that are submitted to us in writing. You will notify us in advance if you intend to be away from the Apartment for more than ten (10) days. While you are away from the apartment, you agree to keep the temperature and humidity properly controlled, including keeping the heating or air conditioning on, in order to prevent hazardous conditions such as freezing pipes or moisture accumulation resulting in mold growth.

You shall occupy the Apartment as a private residence only, and no one (including any family members, guests, visitors, occupants or invitees) may use the Apartment for any business, trade, or profession; provided, however, the Apartment may be used as a home office if you have obtained advance written approval by us.

You will comply with, and shall be subject to, all statutes, laws, ordinances and regulations related to this tenancy. You shall be responsible for any expenses incurred by us in connection with any violation of such statutes, laws, ordinances and regulations by you (or your family members, guests, visitors, occupants or invitees), which expenses shall be payable as Additional Rent and shall be due on the next day the Rent payment is due.

- 9) **MULTIPLE RESIDENTS.**

- (a) **Joint and Several Liability.** Each of you is jointly and severally liable for all Lease obligations, regardless of whether any of you vacates the Apartment before the end of the Lease. In other words, we may require any one of you to pay the entire amount of the Rent, and/or Utilities or other Additional Rent. It is your responsibility, and not our responsibility, to collect any amount that you may believe a co-resident owes to you

- (b) **Residents Permitted.** Only the Resident(s) (age 18 and over) and Occupant(s) listed on the first page of this Lease may reside in the Apartment. It is a breach of this Lease to have any persons(s) living in the Apartment who are not listed on the first page of this Lease.
- (c) **Breach of Lease.** You are responsible for the actions of your family members, guests, agents, co-occupants and invitees. If any of you, or any of your family members, guests, agents, co-occupants or invitees, violates the Lease, all Residents will be considered to have breached the Lease.
- (d) **Security Deposits.** Security deposit refunds may be made by one check jointly payable to all Residents; the refund shall be mailed to the forwarding address provided by any of you, or to the last known address of any of you.
- (e) **Co-Resident Substitution.** If a co-resident wishes to vacate and substitute another person in his or her place, this request must be submitted in writing to us, and signed by all current residents. The proposed new resident must first apply for and be approved for tenancy, and sign the Lease, before moving in. The vacating co-resident will surrender the right to possession of the Apartment and to any security deposit refund, but will remain financially liable for all Lease obligations for the rest of the current Lease term unless otherwise mandated by law or by the Lease terms. Any security deposit will automatically transfer to the replacement resident as of the date the new resident signs the Lease. We reserve the right to charge you an administrative fee for processing the substitution in addition to the application fee, as identified in the Summary of Fees and Charges included with this Lease.

10) **NO ASSIGNMENT OR SUBLETTING.** You may not transfer or assign this Lease or sublet all or any part of the Apartment, or permit any other person not listed on this Lease to use all or any part of the Apartment. Short-term or long-term rentals, such as through Airbnb, VRBO, or Craigslist, of all or part of the Apartment, is strictly prohibited.

11) **CONDITION OF APARTMENT.** You agree to practice good housekeeping and to properly maintain the Apartment and fixtures during the term of this Lease, and to return the Apartment to us on the Lease End Date, in the same condition as it was on the Lease Start Date, excepting normal wear and tear. You agree to keep the Apartment free of excessive clutter. We have not made any promises as to the condition of the Apartment. All warranties are waived, to the extent allowed by law. It is assumed that when you move in, you have inspected the Apartment, or waived your right to do so, and agree that the Apartment is in good and satisfactory condition and you agree to accept the Apartment "as is." Our only obligation to you is to make sure the Apartment complies with the implied warranty of habitability.

In the event that you lease a furnished Apartment, you further agree to maintain the furniture in good condition and upon the expiration or other termination of the Lease, you shall return the furniture to us in the same condition as it was at the inception of the Lease, excepting ordinary wear and tear. Should you fail to return the furniture and/or should the furniture be removed, damaged or destroyed, you acknowledge and agree that you shall be responsible for paying the repair or replacement costs thereof and Landlord may, at its discretion, charge the cost to you as Additional Rent or deduct such costs from any security deposit held under the Lease. Furthermore, you shall be responsible for paying, within ten (10) days of demand, any deficiency. In addition, if you remove the furniture from the Apartment when you vacate, this action shall be considered theft and shall be reported to law enforcement authorities.

You must promptly notify us in writing if the Apartment is damaged or repairs are required. Failure to promptly report such damages is a violation of this Lease. Only our employees, agents or contractors may make repairs, or perform services, including extermination, to or in the Apartment. We are not responsible for any inconvenience or loss caused by repairs to the Apartment.

We warrant the habitability of the Apartment. If you have any complaint concerning conditions of the Apartment which you believe makes the Apartment uninhabitable, you must give written notice delivered to us by certified mail, return receipt requested, of said condition. You must then give us a reasonable opportunity to effect repairs correcting the condition, but in no event shall this time be shorter than fourteen (14) days. We will consider your failure to do so as a waiver of any habitability defense that you might raise, and a waiver of any affirmative claim against us for non-habitability.

12) **YOUR RESPONSIBILITY FOR DAMAGES.** You must reimburse us, upon demand, for any costs or expenses incurred by us as a result of damages to the Apartment or common areas caused by you or your family members, guests, visitors, occupants or invitees. We may demand that these charges be paid by you in

advance of any repairs, or be due and payable with the next following monthly rental payment, as Additional Rent, or, if you have vacated the Apartment permanently, the charges are immediately due. Any delay in demanding payment is not a waiver. Failure to pay these charges is a violation of the Lease. Regardless of whether payment is made, we reserve our right to terminate your right to possession of the Apartment if the circumstances causing the damage constitute grounds for eviction pursuant to the law.

- 13) **PROHIBITED CONDUCT.** You will not engage in any activity that disturbs, threatens, or interferes with the rights, comfort, health, safety, or convenience of others (including other residents and our agents, employees, vendors and contractors). You will not engage in theft or cause damage in the Community, including to any apartment, any common areas, and any possessions belonging to others. You will not display, possess, use, discharge, or store illegal or dangerous weapons in the Community, including but not limited to those likely to produce death or serious bodily injury, such as unregistered or unsecured firearms, BB or pellet guns, switchblades, bows and arrows, or machetes. You will not engage in or threaten violence in the Community. Possession, sale, or use of any illegal drug or drug paraphernalia on the premises or in the building is prohibited.

You will not disrupt our business operations, or injure our reputation by making allegations against us which are false or made in bad faith. You will not conduct any illegal or dangerous activity, and will not store any flammable, dangerous, illegal, or hazardous materials or substances, other than ordinary household cleaning materials, in the Apartment or in the common areas. You will not do anything that might create a fire hazard or otherwise increase the danger to the Apartment, Community, or to others. Prohibited conduct by any occupant (including minor children) or any of your family members, guests, occupants, agents, or invitees is a violation by you. We reserve the right, in our sole discretion, to temporarily or permanently exclude from the Community (including your Apartment) guests or others who, in our judgment, have violated the law or the Lease while present in the Community, are creating a nuisance in the Community, or are otherwise deemed to be undesirable to the Community. In addition, any prior resident or occupant that leaves the Community while still owing money to the management company or owner, or who has been evicted from an apartment in the Community, is not permitted to return to the Community. Any such person shall be considered unauthorized, and the Resident that permits the presence of such person shall be in material violation of the Lease.

- 14) **ILLEGAL ACTIVITY.** If you engage in the manufacturing, distribution, possession, or use of controlled substances or drug paraphernalia, human trafficking, or any other illicit or illegal activity, or if any of your family members, guests, occupants, agents, or invitees engage in such activity, in the Apartment or anywhere in or near the Community, you shall be deemed conclusively to have interfered with the quiet use and enjoyment of the other residents, and to have breached this Lease. Any such action or inaction is a substantial violation of the Lease and grounds for eviction.

- 15) **ADDITIONAL TERMS AND CONDITIONS.** The Rules and Regulations and any other addenda which are attached to this Lease are part of this Lease. Violation of any of the Rules and Regulations or addenda is a substantial breach of this Lease and grounds for termination and eviction.

- 16) **NO ALTERATIONS OR INSTALLATION OF EQUIPMENT OR FIXTURES.** Except as expressly permitted herein, you may not make any changes or additions to the Apartment without our prior written consent, which consent may be withheld in our sole and absolute discretion. This provision includes, but is not limited to:

- (a) You will not install any paneling, flooring, built-in decorations, partitions, moldings or any other fixture drilled into or attached to the floors, walls, decks/verandas/balconies (if any) or ceilings.
- (b) You will not install wallpapering or other permanent type decorations.
- (c) You agree that you will not paint the walls or ceilings in the Apartment.
- (d) You will not install or remove any equipment or wiring including but not limited to, screens, locks, smoke detectors, alarm systems, security devices, cameras, or wiring for telephone, television, cable and satellite hookups. If a security camera is approved, we reserve the right to limit or restrict the type of camera and the method of use, and we reserve the right to withdraw approval at any time if the operation of the camera is determined by us to be interfering with the rights, privacy, or quiet enjoyment of others.
- (e) You will not make any changes to the plumbing, kitchen equipment, air conditioning, electrical or heating systems or any equipment or fixtures attached thereto.

- (f) You will not install any washer, dryer, dishwasher, or use a portable washer, dryer, dishwasher or heater (except where a hook-up is provided by us and agreed to by us in writing).
- (g) You are not permitted under any circumstances to penetrate the exterior walls, decks and side railings or the like with nails, screws or other hangers.
- (h) You may not add or install any air conditioning unit without our prior written approval. You shall be responsible for maintenance and repair of any approved air conditioning unit owned by you, and any such approved unit cannot be installed in window earlier than May 1 and must be removed from the window no later than September 30 of each year.

You acknowledge that any violation of this Paragraph is a material breach of this Lease and shall be grounds for termination of your right to possession of the Apartment. We may demand removal of any installation, addition, or alteration that we deem, in our sole discretion, to be aesthetically displeasing, hazardous, or undesirable. All changes or additions to the Apartment or any common area made without our prior written consent shall be removed by you on demand and, if the Apartment has been altered, you shall promptly return the Apartment to its original condition. If you fail to comply within ten (10) days of demand, you hereby give permission for us to remove or restore the violation, and if necessary, to enter your apartment to do so. You further agree that you shall pay our costs of inspecting, repairing, removing, storing and disposing of anything installed or affixed by you in violation of this Lease which shall include the salaries of our personnel as well as costs of outside contractors, supplies and materials, as Additional Rent.

All changes or additions to the Apartment made with our written consent shall become our property when completed, shall be fully paid for by you, and shall remain as part of the Apartment at the end of the term unless we demand that you remove them. You shall not allow any mechanic's lien or other claim to be filed against the building. If any lien or claim is filed against the building, you shall have it promptly removed. Failure to do so shall be a violation of this Lease and grounds for termination.

- 17) **PETS.** No dogs, cats, birds, reptiles or other animals or reptiles shall be permitted in the Apartment, even temporarily, without our prior written consent. If a pet has been approved, a Pet Addendum must be signed by you which shall be incorporated into and become a part of the Lease. A violation of the Pet Addendum is a violation of the Lease. If you bring a pet into your Apartment and fail to notify us, we reserve the right to charge pet fees from the time that you acquired the pet, as Additional Rent. Our charging of these fees is not approval to have the pet and you must still apply for approval, and remove the pet if approval is denied. An assistance animal is not a pet. If we approve an assistance animal as a reasonable accommodation for a disability-related need, you must sign the Assistance Animal Addendum which shall be a part of the Lease.
- 18) **ACCESS.** We, and anyone allowed by us, may enter the Apartment after first providing you with reasonable notice in order to: inspect the interior or exterior of the Apartment, make necessary repairs, alterations, or improvements, supply services, or to show it to prospective buyers, appraisers, contractors or insurers. If there is an emergency, we may enter the Apartment without giving you advance notice. If access is prevented in an emergency due to your behavior, including your installation of a lock or alarm, you shall be responsible for the costs and damages of entry by force, as Additional Rent. You must obtain prior written approval from us to add or change any lock. You must provide to us keys for any additional or changed locks. If you cannot be available during normal business daytime hours on any scheduled date of entry, you hereby give permission to us to enter in your absence. It is your responsibility to supply us with your preferred and most current method of contact (i.e., phone number).
- 19) **END OF LEASE.** On the Lease End Date, you shall vacate the Apartment at the expiration or termination of the Lease unless you have properly renewed your Lease in response to a renewal offer made by us, or the Lease has automatically renewed. Upon vacating, you shall leave the property clean, remove all personal belongings, repair any damage, make arrangements for final utility readings and pay all final utility bills, and return all keys to us.

If the Lease is ended either by your notice of intention to vacate, or by nonrenewal, and you do not vacate on the Lease End Date, you shall be considered by law to be a "Holdover Tenant" and shall be obligated to pay double Base Monthly Rent for each month that you remain in possession past the Lease End Date. Acceptance of your payment of Double Base Monthly Rent does not constitute our consent to your remaining in the Apartment past the Lease End Date.



- 20) **YOUR BREAKING OF LEASE – BUYOUT OPTION.** If you vacate or abandon the Apartment prior to the Lease End Date with or without notice, you shall be in violation of the Lease and shall remain responsible for all of our costs and damages resulting therefrom, which may include, but is not limited to, payment of all rent until the Lease End Date. You cannot be released from your responsibilities under this Lease for any reason, including, but not limited to: school withdrawal or transfer, job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment or bad health, unless specifically permitted by the terms of the Lease or by State or Federal law.

However, we do understand that situations may arise that may cause you to need to terminate your lease early, and for that reason, we may offer a Lease Buyout Option. Information about this option can be obtained from the Management Office.

- 21) **LANDLORD'S RIGHT OF RE-ENTRY.** We reserve the right of re-entry. This means that if you violate any of the terms, rules or regulations of the Lease or for any good cause permitted by law or in equity, we may terminate the Lease and regain possession of the Apartment.

- 22) **YOUR REQUIRED INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. You must obtain personal property insurance and liability insurance as required by the INSURANCE ADDENDUM to the Lease, which is incorporated into and is a part of the Lease. Any violation of the terms of any Addenda to this Lease is a violation of the Lease.

- 23) **CRIME INSURANCE.** You are advised that crime insurance may be available through the Federal Crime Insurance Program of the Housing and Urban Development Act of 1970. You understand and agree that we are not responsible for ensuring your safety while living in the Apartment. Additionally, you agree that you won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you or any 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. We are not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We are not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community.

- 24) **INCORRECT INFORMATION IN APPLICATION.** We have relied on the representations made by you when applying for the Apartment. If you provided incorrect or false information or documentation in the Application, it is a material breach of the Lease, and we may end the Lease, commence eviction proceedings, and/or hold you responsible for any losses or damages as Additional Rent.

- 25) **EMINENT DOMAIN.** Eminent domain is the power of the government to take private property for public use. If the Apartment or any part of it is condemned, or voluntarily transferred by condemnation proceedings, this Lease will automatically end as to the condemned portion. If the Lease ends due to condemnation of a part of the Apartment, we will reduce the rent accordingly. You shall have no claim against us for the balance of any unexpired portion of this Lease. All compensation paid by the government for the taking shall be the property of the Landlord, without apportionment. You hereby assign to us any interest you might have in any such award of compensation or damages, excluding relocation fees, if any, paid to you.

- 26) **FIRE OR OTHER CASUALTY.** You must immediately notify us of any fire, damage, water intrusion, or other casualty or structural defects which affect the Apartment. If the Apartment is determined by us or a governmental authority to be uninhabitable through no fault of yours, the Lease shall end, you shall pay rent to the date of destruction or the date that you vacate, whichever is later, and all of your rights and all of our obligations under this Lease, except for the administration of the security deposit, shall terminate. If the Apartment is habitable and, in our discretion, the repairs cannot be safely completed while you reside in the Apartment, you may be required to relocate to temporary housing elsewhere while the repairs are made. We also may, in our sole discretion, offer to transfer you to another apartment within the Community (if an apartment is available, your rental account is paid in full, and your tenancy is otherwise in good standing).

We have the unqualified right to demand that you vacate an uninhabitable apartment. We are not obligated to repair or restore, or reimburse you for, any improvements you made to the Apartment. We are not obligated to reduce rent or to provide alternative housing while the repairs are being done. We are not responsible for your personal property or for any loss, damage, or inconvenience to you caused by fire or other casualty, unless due to our gross negligence. If the fire or other casualty is caused by you or your family members, guests, visitors,

occupants, or invitees, you shall remain responsible for rent to the expiration of the lease, or until the Apartment is re-rented after being repaired, and you must pay for all damages and repairs as Additional Rent.

- 27) **RELEASE OF LANDLORD.** To the extent permitted by law, including Ohio Revised Code Section 5321.04 et. seq., you are responsible for any injury, damage or loss to any persons or property caused by you or your family members, guests, visitors, occupants, or invitees, and you hereby release us from responsibility for such injury, damage or loss, unless contrary to law. You agree that we shall not be liable for any injury, damage or loss to person or property caused by other residents or other persons, or caused by theft, vandalism, fire, water, smoke, explosions, acts of God, or other causes, unless the same is exclusively due to our omission, fault, negligence or other misconduct. Failure or delay in enforcing Lease covenants of other residents shall not be deemed an omission, fault, negligence or other misconduct by us.

Police protection is the function of law enforcement authorities. We shall not be responsible for Residents' or Occupants' personal safety, nor for the contents of your Apartment or vehicle. You will not consider any of our security measures to be an express or implied warranty of security, or as a guarantee against crime or a reduced risk of crime. We cannot and do not offer personal security, nor can we protect against the criminal or negligent actions of third parties or visitors to the Community. You warrant that we have made no representations regarding any criminal activity that may have occurred at the Community and/or surrounding area. It is the duty of each Resident to verify the safety, fitness and suitability of the Community and surrounding area.

- 28) **INDEMNIFICATION.** To the extent permitted by law, including Ohio Revised Code Section 5321, you agree to indemnify, defend, protect and hold us harmless from and against all liabilities, losses, claims, demands, costs, expenses (including attorney fees and expenses) and judgments of any nature which arise from or are in connection with your tenancy or the use or possession of the Apartment, except to the extent we are compensated by insurance maintained by you pursuant to the Lease, and except to the extent that any of the foregoing are the direct result of our gross negligence or willful misconduct.

- 29) **SUBORDINATION.** This Lease and your rights under this Lease are subordinate (inferior) to all existing and any future financing, refinancing, mortgages, deeds of trust, loans or leases on the building or land. You hereby consent, in advance, to the future incurrence of any debt by the Landlord and to the granting by the Landlord of a mortgage or deed of trust encumbering the Community and the Apartment and to the sale at any time to any person of the Apartment or the Community. You authorize us to sign any papers on behalf of you that are necessary to confirm the terms of this provision.

- 30) **LEASE CHANGES.** The Lease and any addenda thereto contain the entire agreement between us and you. No representations have been made by us except as set forth herein. The Lease can only be changed in writing signed by both us and you. No oral revisions are permitted.

- 31) **MOLD.** To minimize the occurrence and growth of mold, you hereby agree with the following:

- (a) **Moisture Accumulation.** You shall remove any visible moisture accumulation in the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures. You shall mop up spills and thoroughly dry affected areas as soon as possible after occurrence. You shall use exhaust fans in the kitchen and bathroom when necessary and you shall keep temperature and moisture levels in the Apartment at comfortable and reasonable levels, even when you are away from the apartment.
- (b) **Apartment Cleanliness.** You shall clean and dust the Apartment regularly, and shall keep the Apartment, particularly kitchen and bath, clean, and free from clutter and you shall not overfill or stuff closets or rooms in the Apartment so as to allow for proper air circulation in these areas. You shall not allow damp stacks of clothes or other cloth materials to lie in piles for an extended period of time. You will not block or cover any of the HVAC ducts in your apartment home.
- (c) **Ventilation.** Proper ventilation and dehumidification are essential. The relative humidity in the apartment must remain below 55%. You agree to be responsible for properly ventilating and dehumidifying the apartment and the contents to retard and prevent mold and mildew and that we shall not be responsible for damage to the apartment or the personal property contained therein for damages caused by mold and mildew. AIR CONDITIONING MUST BE USED AT ALL TIMES DURING HUMID WEATHER INCLUDING TIMES WHEN YOU ARE ABSENT FROM THE APARTMENT. Ventilation can be an issue during the colder months if the air conditioning unit and fans are off and the windows are kept closed. Resident agrees to properly ventilate the unit even during colder months so as to keep the humidity levels low and

to prevent condensation on the windows and windowsills. Leaving the HVAC system in the OFF mode will allow the humidity level to increase above the acceptable levels and microbial growth will become visible on building materials and contents. When doors or windows are open temporarily to allow for fresh dry air, turn the air conditioner to OFF. To the extent possible, keep windows and doors closed in damp or rainy weather conditions to avoid moisture entering the apartment and leave the HVAC system set to the "AUTO" mode so it can perform its proper dehumidification process at the proper temperatures.

- (d) **Notification of Landlord.** You shall promptly notify us IN WRITING of the presence of the following conditions:
  - (1) A water leak, excessive moisture, or standing water inside or near the Apartment;
  - (2) A water leak, excessive moisture, or standing water in any common areas of the Community;
  - (3) Mold growth in or on the Apartment that persists after you have tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
  - (4) A malfunction in any part of the heating, air-conditioning, or ventilation systems.
- (e) **Liability.** Except as prohibited by law, including Ohio Revised Code Section 5321, you shall be solely responsible and liable for damages sustained to the Apartment, the building, or to your person or property as a result of your failure to comply with the terms of this provision.
- (f) **Violation.** IF YOU FAIL TO COMPLY WITH THIS PROVISION OF THE LEASE, YOU CAN BE HELD RESPONSIBLE FOR PROPERTY DAMAGE TO THE APARTMENT AND BUILDING CAUSED BY YOUR NON-COMPLIANCE. Violations shall be deemed a material violation of this Lease and we shall be entitled to exercise all rights and remedies against you in law or in equity including but not limited to claims for damages, eviction, and legal fees to the extent allowed by law. You agree to hold us harmless for damage or injury to person or property resulting from your failure to comply with the terms of this lease provision. In addition, we reserve the right to terminate the Lease with 7 days' written notice and demand that you vacate if, in our sole judgment, there is mold or mildew present in the Apartment which poses a safety or health hazard to Residents or other persons, or if your actions or inactions are causing a condition which is conducive to mold or mildew growth or are preventing us from promptly and properly remediating mold growth.

32) **SATELLITE DISH AND ANTENNA.** You must comply with these restrictions as a condition of installing any satellite dish or antenna and/or related equipment.

- (a) **Number and size.** You may install only one satellite dish or receiving antenna. A satellite dish may not exceed one meter (3.3 feet) in diameter. An antenna may receive but not transmit signals.
- (b) **Location.** Location of the satellite dish or antenna is limited to (1) inside your Apartment, or (2) in an area outside your dwelling such as a balcony, patio, etc. of which you have exclusive use under your Lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- (c) **Safety and non-interference.** Your installation: (1) must comply with reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; (4) may not be connected to our electrical system except by plugging it into a 110 volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing prior to installation. No other methods are allowed. Installation cannot cause drilling or damage to the leased premises or to our property. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
- (d) **Signal Transmission from exterior dish or antenna to interior of Apartment.** You may not damage or alter the Apartment and may not drill holes through outside walls, door jams, windowsills, etc. If your

satellite dish or antenna is located outside your Apartment (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your Apartment only by the following methods: (1) running a "flat" cable under a door jam or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional flat cable through a preexisting hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" by a device glued to either side of the window-without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the Apartment; or (5) any other method approved by us in writing prior to installation.

- (e) **Workmanship.** In order to assure safety, the strength and type of materials used for installation must be approved by us in writing prior to installation. Installation must be done by a qualified person or company approved by us. This person or company must have workman's compensation and general liability insurance. An insurance certificate-naming us as additional insured must be provided to us prior to installation. Our approval will not be unreasonably withheld.
- (f) **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
- (g) **Removal and damages.** You must remove the satellite dish or antenna and other related equipment when you move out. You must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Apartment to its condition prior to the installation of the satellite dish, antenna or related equipment, which shall be considered Additional Rent.
- (h) **Liability insurance and indemnity.** You must take full responsibility for the satellite dish or antenna and must provide us with a certificate of liability insurance naming us as additional insured to protect us against claims of personal injury and property damage to others, relating to your satellite dish or antenna. The insurance minimum coverage must be \$300,000.00, which is an amount reasonably determined by us to accomplish that purpose. This is in addition to any other insurance required by the Lease. You agree to hold us harmless and indemnify us against any of the above claims by others to the extent permitted by law.

- 33) **MEGAN'S LAW.** You agree that we, our employees, and representatives are not responsible for obtaining or disclosing any information regarding sexually oriented offenders as defined under Chapter 2950 of the Ohio Revised Code. You agree that no cause of action may be brought against us for failure to obtain or disclose such information and you further agree that you have the sole responsibility to obtain such information. You understand that sex offender information may be obtained from the Ohio Attorney General's Office, Bureau of Criminal Investigation or your local County Sheriff sex offender registration website. You affirmatively state that you are not a criminal sex offender and also agree to notify us if you or any occupant registers as a sex offender in any state.
- 34) **SEVERABILITY.** If one or more of the provisions of the Lease are determined to be unenforceable, void, or invalid, the remainder shall continue in full force and effect. Our rights and remedies under this Lease are in addition to, and not instead of, any other rights and remedies provided by law.
- 35) **NO WAIVER.** Our failure to enforce any provision of the Lease in any one instance shall not waive our right to enforce the provision at a later time. Our acceptance of rent does not waive our rights to enforce any provision of the Lease.
- 36) **NO PERSONAL LIABILITY.** Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of our officers, employees, successors, assigns or any mortgagee in possession merely by virtue of acting on our behalf. This applies when acting on our behalf with respect to any of the terms, covenants and conditions of this Lease.
- 37) **NOTICES.** All notices given under this Lease must be in writing. If any notice is refused, it shall be deemed to have been effectively given. We may send Notices to you (including but not limited to renewal notices) by any of the following methods, which shall constitute sufficient legal notice to you, unless otherwise required by law: (a) email to your email address currently on file with us, (b) personal delivery to the Apartment, or (c) U.S. certified mail, return receipt requested to the Apartment. Unless otherwise required by law, Notices from you to us must be delivered to us at our address set forth herein, by (a) personal delivery or (b) certified mail, return receipt requested. Notwithstanding the above, all notices regarding any claim of uninhabitability must be sent to us by certified mail, return receipt requested. If more than one resident is listed in the Lease, Notices or requests from

us to any one of you constitute notice to all of you. Notices and requests from any one of you (including notices of lease termination, lease renewal, repair requests, and permission to enter) constitute notice from all of you.

- 38) **LEAD BASED PAINT.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling, and provide a federally approved pamphlet on lead poisoning and prevention. If the Apartment was built before 1978, you acknowledge receipt of the EPA pamphlet, Protect Your Family from Lead In Your Home, and you acknowledge that a copy of the document "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" has been completed, signed by you and us, and appended to and made a part of the Lease.
- 39) **CONSENT TO RECEIVE ELECTRONIC NOTICES.** You agree and consent to accepting electronic service (email) as sufficient legal service, unless otherwise required by law, of any and all notices related to this tenancy (including, but not limited to, lease renewal notices and demand for possession notices), at your email address currently on file with us. The Notice shall be effective upon sending, and you agree to promptly open and read all electronic notices related to this tenancy. Unless state law requires individual notice, you agree that notices sent to the single email address provided by you shall constitute notice to all Residents. You agree that the email address you have provided will continue to be the correct, functioning electronic service address for notices related to this tenancy. If you change your email address it is your responsibility to notify us in writing of the change.
- 40) **FAIR HOUSING REQUESTS REGARDING DISABILITIES.** We comply with all state, local, and federal fair housing laws. In the event you need to request a modification or accommodation related to the disability of a Resident or Occupant of the Apartment, you shall submit such requests to the Management Office.

**BY SIGNING THIS DOCUMENT, YOU WILL BE LEGALLY BOUND. PLEASE READ IT CAREFULLY.  
BEFORE SIGNING, YOU MAY TAKE A COPY TO REVIEW AND/OR CONSULT AN ATTORNEY.**

You acknowledge receipt of a copy of this Lease and acknowledge that you have read every provision of this Lease and if you have any questions with regard to any provision of this Lease you have satisfied yourself with such answers. Based on the foregoing, you hereby agree to be legally bound by all of the provisions of this Lease.

Easton Commons Apartments

Owner KofP LLC

*Gabriela Osei*

Landlord

Date

*Meaghan Fitzgerald*

Resident

Date

# MORGAN PROPERTIES

## BED BUG ADDENDUM

Apartment #: 3704EL

This Addendum is added to and made a part of the Residential Lease Agreement ("Lease") between Easton Commons Apartments Owner KofP LLC (hereinafter referred to as "Landlord" or "we," "us," or "our") and Meaghan Fitzgerald (hereinafter referred to collectively as "Resident" or "you" or "your"). It is our goal to maintain the highest quality living environment for our residents. You have an important role in preventing and controlling bedbugs. While the presence of bedbugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem by identifying bedbugs, minimizing infestation, and limiting its spread.

1. **RESIDENT REPRESENTATION. BY SIGNING THIS ADDENDUM, YOU REPRESENT AND WARRANT THAT ALL FURNISHINGS AND OTHER PERSONAL PROPERTY THAT WILL BE MOVED INTO THE APARTMENT AT ANY TIME HAVE BEEN INSPECTED BY YOU AND ARE FREE OF BEDBUGS.**
2. **RESIDENT RESPONSIBILITIES.** You agree to maintain the Apartment in a manner that prevents the occurrence of a bedbug infestation, and to respond appropriately to any infestation. You agree to comply with the following responsibilities:
  - a. **YOU MUST REPORT ANY SIGNS OF BEDBUGS IMMEDIATELY.** Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much more effective and less disruptive to the occupants.
  - b. **YOU SHALL PRACTICE GOOD HOUSEKEEPING TO PREVENT INFESTATION.**
    - Remove clutter. Bedbugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, and laundry, especially under the beds and in closets. Reducing clutter also makes it easier to carry out housekeeping. If the Apartment is excessively cluttered, we have a right, in our sole discretion, to demand that the clutter be reduced to a reasonable amount.
    - Keep the apartment clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bedbugs, and report any immediately.
    - Avoid using secondhand or rental furnishings, especially beds and mattresses. Used items may be infested with bedbugs. If you must use rented or secondhand items inspect them carefully and never accept any item that shows signs of bedbugs. Do not bring discarded items from the curbside into the apartment.
    - Cover mattresses and box springs with zippered, vinyl coverings. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer. Though using these coverings is only a suggestion at this time, if a bedbug infestation occurs in your apartment, you will then be required to encase any salvageable mattresses and box springs at your expense, and failure to do so will be a violation of the Lease.
    - Arrange furniture to minimize bedbug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bedbugs can jump as far as three inches.
    - Check for hitch-hiking bedbugs. If you stay in or just visit a hotel room or another home, inspect your clothing, luggage, shoes, and belongings for signs of bedbugs before you enter your Apartment. After guests visit you, inspect beds, bedding, and upholstered furniture.
  - c. **YOU SHALL COOPERATE WITH PEST CONTROL EFFORTS.** If infestation of your Apartment (or a neighbor's apartment) is reported, a pest management professional will be called in for evaluation and treatment if necessary. IF INFESTATION IS REPORTED BY YOU PROMPTLY, we will pay for the costs of evaluation and initial treatment. **If we notify you of a scheduled treatment of your Apartment, and you fail to provide access on the scheduled date OR you fail to properly prepare the Apartment in advance of the scheduled date, you acknowledge that by your failure to comply, you will have prevented the pest management professional from properly treating the infestation, and you will have substantially and materially breached the Lease. Under such circumstances, you acknowledge that you will be liable for the cost of all further treatment of your Apartment and any neighboring apartments related to this infestation, regardless of the origin of the infestation, and for any losses sustained by us as a result of your failure to comply.** These charges will be considered additional rent, and will continue to be assessed until you allow access or have properly prepared the apartment. You must comply with the recommendations from the pest management professional, in addition to the following:
    - Remove all bedding, drapes, curtains, and small rugs; bag these for transport to be cleaned.
    - Check mattresses and box springs carefully; those with minimal infestation must be cleaned, then encased in vinyl

covers, before being returned to service after treatment. Heavily infested mattresses are not salvageable; they must be sealed in plastic and disposed of properly. It is within the sole discretion of the pest management professional whether a mattress and/or box spring is salvageable.

- Empty dressers, nightstands, and closets. Remove all items from floors and surfaces, and inspect every item for signs of bedbugs. Use sturdy plastic bags to bag all clothing, shoes, boxes, toys, stored goods, etc., separating washable and non-washable items. Seal the bags well.
- Vacuum floors, including inside closets. Pay special attention to corners, cracks, and dark places.
- Vacuum all furniture, including inside drawers. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of cushions, as well as the furniture bottoms.
- Carefully remove vacuum bags, seal them in plastic, and discard.
- Clean all machine-washable bedding, drapes, clothing, etc., in the hottest water possible, and dry at the highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
- Move furniture toward the center of the room so that technicians can easily treat the carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Leave easy access to closets.
- Comply with any other instructions provided to you by the Landlord or the pest professional.

3. **INFESTATION DISCOVERED AFTER RESIDENT VACATES.** If you vacate the Apartment and a bedbug infestation is subsequently discovered, you will be responsible for the costs of inspection, treatment, and cleaning of your Apartment and any adjacent apartments affected by the infestation. We may deduct those costs from your security deposit.
4. **DEFAULT.** Failure to promptly report bedbugs, failure to comply with treatment instructions, to allow access for treatment, or to comply with any other provision of this Addendum is a substantial and material breach of the Lease. Said breach may be grounds for eviction, and/or termination of occupancy, and/or subject you to other penalties as stated in the Lease and/or this Addendum. In addition, you may be held liable for all costs, damages, and expenses, as additional rent, including the costs of treatment, resulting from any bedbug infestation during, or as a result of, your occupancy.
5. **INDEMNIFICATION.** You agree to indemnify and hold us, and our agents and employees, harmless from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees to the extent specifically permitted by statute, that we may incur as a result of a bedbug infestation or treatment in your Apartment or resulting from a violation of this Addendum by the you or any other person occupying or using the Apartment. Under no circumstances shall we be responsible to you for any losses, damages, or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by our gross negligence, fault, omission or misconduct.
6. **SEVERABILITY, WAIVER AND SURVIVAL.** This Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. Our failure to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease.
7. **RENEWAL.** If the Lease is renewed, this Bedbug Addendum is automatically renewed along with the Lease without the need to sign a new Bedbug Addendum at each lease renewal.

All other terms of the Lease and the Community Rules and Regulations are not changed by this Addendum and remain in full force and effect. If there is any conflict, the terms of this Addendum shall prevail.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing and agree(s) to its terms.

Easton Commons Apartments Owner KofP LLC

*Gabriela Osei*

Landlord

Date

Meaghan Fitzgerald

*Meaghan Fitzgerald*

Resident

Date





## INSURANCE ADDENDUM

Community: Easton Commons Apartments Owner KofP LLC

Apartment #: 3704EL

This Insurance Addendum to the Residential Lease Agreement dated May 13, 2021 is agreed to by the Landlord (which we will refer to in this Insurance Addendum as "we," "us," or "our") and the Resident (which we will refer to in this Insurance Addendum as "you" or "your").

We both agree that this Insurance Addendum is incorporated into the Lease as if it were a part of the Lease and any violation of this Insurance Addendum is a material violation of the Lease. In the event of any conflict between the terms of this Insurance Addendum and other terms of the Lease, this Addendum shall control.

**1. Liability Insurance.** As long as the Lease is in effect, you agree that:

- At your sole expense, you will obtain and maintain (and may not cancel, non-renew, or materially change) **a policy of personal liability insurance**, which provides at least **\$100,000** of liability insurance, per occurrence, to third parties, including us, and that the insurance policy will name us and our designated third party as the Interested Party.
  - The address for Assurant, the Interested Party, is: Insurance Tracking, P.O. Box 979158, Miami, FL 33197.
- Your insurance company will provide us with immediate and timely notice of any cancellation, non-renewal, or material change in your insurance coverage.
- You will provide us with written proof of compliance with this Insurance Addendum on or prior to the Lease Start Date and prior to subsequent lease renewals, and otherwise upon our request.
- If you fail to secure the proper insurance, cancel, non-renew or materially change your insurance coverage, **we will obtain a liability-only insurance policy on your behalf and you will promptly reimburse us for the full cost of obtaining such insurance.** Any such cost incurred by Landlord will be considered additional rent pursuant to the terms of the Lease.
  - If we purchase a liability-only insurance policy on your behalf, we will only bill you for our out-of-pocket cost of obtaining such liability-only insurance policy; we will not mark up such cost or otherwise make a profit, fee or commission on providing you with such liability-only insurance policy.
  - You acknowledge that, if we purchase liability-only insurance on your behalf, that insurance policy will not reimburse you for the loss or damage to any of your personal property.
  - In the event that you later provide us with evidence of insurance that complies with this Insurance Addendum, we will promptly cancel the liability-only insurance policy that we obtained on your behalf.

**2. Your Personal Property.**

- A liability-only insurance policy will not reimburse you for the loss or damage to any of your personal property.
- You acknowledge that we are not responsible for insuring or reimbursing you for the loss of any of your personal property due to any damage, theft or other loss, unless required by law.
- If you decide to insure your own personal property from any damage, theft or other loss, you will need to obtain a renter's insurance policy (as opposed to a liability-only policy) that will both provide the liability insurance required by this addendum as well as reimburse you in the event of the loss or damage to your personal property.

**3. Certain Acknowledgements.** By signing this Insurance Addendum, you acknowledge that:

- You are not considered a co-insured of ours and you are not protected under our insurance policies.
- We will hold you responsible, to the extent permitted by the law, for any losses that we incur that are either larger than or not covered by your insurance policies.
- If both your insurance policy and our insurance policy are found to apply to the same loss or damage, our insurance will be considered excess coverage only.
- Your insurance coverage must be fully used up before any claim can be made against either our insurance coverage or against us.
- You waive any right of subrogation by you or by any of your insurance companies. Subrogation is the right to be repaid for any payments made by you or your insurance company for injury, loss or damage to personal property or persons.



4. **Affiliate Compensation.** For your convenience, Assurant, a licensed insurance agency, offers a renter's insurance policy that complies with this Insurance Addendum. You are under no obligation to purchase coverage through this provider, and may instead choose to purchase insurance that complies with this Insurance Addendum through any other agent or provider.

Before you purchase any insurance, we strongly encourage you to compare offerings from several insurance agents or providers to find an insurance policy that best fits your needs. If you compare offerings from several agents or providers, you may find an insurance policy that is less expensive or provides better coverage or both than the insurance provided by Assurant.

If you choose to purchase an insurance policy through Assurant, they will receive commissions from the sale of this insurance policy to you.

5. **Proof of Insurance.** Prior to being issued keys to the Apartment, you will be required to register with the **online insurance enrollment portal**, where you must either enroll in the insurance program offered by Assurant or upload proof of insurance if you already have insurance or if you decide to purchase the required insurance through a carrier or agency. All leaseholders, with the exception of guarantors, must be named on a policy.

**By signing below, you are acknowledging that you have read the foregoing, and will do one of the following:**

You will purchase a liability-only renter's insurance policy that complies with this Insurance Addendum through an insurance company or agent of your own choosing.

**OR**

You will purchase a renter's insurance policy that complies with this Insurance Addendum through a program offered by Assurant. Moreover, you acknowledge that one of our affiliates will receive certain fees, commissions, or other compensation from the sale of this insurance policy.

**WE STRONGLY RECOMMEND THAT YOU PRESENT YOUR INSURANCE COMPANY WITH A COPY OF THIS INSURANCE ADDENDUM WHEN OBTAINING COVERAGE.**

Easton Commons Apartments Owner KofP LLC

*Gabriela Osei*

Landlord

Date

Meaghan Fitzgerald

*Meaghan Fitzgerald*

Resident

Date

# MORGAN PROPERTIES

## Morgan Properties Resident Safety Awareness

At Morgan Properties, resident safety is very important to us. Simply by following a few basic safety precautions and using good judgment, fires can be prevented. We have prepared this easy to-follow fire prevention guide for you and your family to learn how to make your home safer.

### KITCHEN

- ❖ Stay in the kitchen when you are frying, grilling, or broiling food. If you leave the kitchen for even a short period of time, turn off the stove
- ❖ Don't store items on the stove top as they could catch fire.
- ❖ Don't overload kitchen electrical outlets and don't use appliances with frayed or cracked wires.
- ❖ Turn pot handles toward the center of the stove when cooking on the stove top.
- ❖ When plugging in countertop appliances, keep electrical cords as far away as possible from water hazards, like the sink, or fire hazards, like the stove top.
- ❖ Adding water to a grease fire can make it spread. Adding water to an electrical fire can cause electrocution. One of the simplest and cheapest extinguishers of a grease fire is baking soda. Keep a box next to your stove to throw on stove top fires.
- ❖ Never use aluminum foil or metal objects in a microwave oven. They can cause a fire and damage the oven.

### ELECTRICAL HAZARDS/ FURNACE/SPACE HEATERS

- ❖ Never overload a socket. In particular, the use of "octopus" outlets, outlet extensions
- ❖ Use caution with halogen lights. They operate at very high temperatures and should be kept away from curtains, drapes, and other combustibles.
- ❖ Keep space heaters at least three feet away from anything that might burn, including the wall.
- ❖ Don't use extension cords with electrical space heaters. The high amount of current they require could melt the cord and start a fire.
- ❖ Never use your gas range as a substitute for a furnace or space heater.

### CANDLE SAFETY

- ❖ **We strongly recommend that no candles or incense are lit or burnt within the apartment at any time.”  
Battery powered lighting is recommended.**
- ❖ Never burn a candle on or near anything that can catch fire.
- ❖ Keep candles out of the reach of children and pets.
- ❖ Do not use candles during a power outage. Flashlights and other battery-powered lights are safer sources of light during a power failure. Never use a candle during a power outage to look for things in a closet.
- ❖ Make sure a candle is completely extinguished and the wick ember is no longer glowing before leaving the room.
- ❖ Never use a candle as a night light.

Easton Commons Apartments Owner KofP LLC

*Gabriela Osei*

Landlord

Date

Meaghan Fitzgerald

*Meaghan Fitzgerald*

Resident

Date

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

**Easton Commons Apartments Owner KofP 3704 EASTON LOOP WEST  
LLC Columbus, OH 43219  
4011 Easton Way Columbus, OH 43219**

### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- i. ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
  - ii. ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- i. ☐ Lessor has made accessible to the lessee all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing with copies available upon written request (list documents below).
  - ii. ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgement (initial)

(c)

*MF*

Lessee has had the opportunity to access all information listed Above, and the information is available during normal business hours. Copies are available upon written request.

(d)

*MF*

Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

### Agent's Acknowledgement (initial)

- (e) *GO* Agent has informed the lessor of the lessor's obligations under 42 U.S.C 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Easton Commons Apartments Owner KofP LLC

*Gabriela Osei*

Landlord

Date

Meaghan Fitzgerald

*Meaghan Fitzgerald*

Resident

Date



### **RESIDENT UTILITY ADDENDUM**

This Resident Utility Addendum ("Addendum") is a part of the Residential Lease Agreement (the "Lease") dated May 13, 2021, between Easton Commons Apartments Owner KofP LLC ("Landlord" or "we" or "us") and Meaghan Fitzgerald ("Resident" or "you"), regarding the Apartment located at 3704 EASTON LOOP WEST Columbus, OH 43219 within Easton Commons ("Community").

In the event of any inconsistencies between this Addendum and your Lease, the terms and conditions of this Addendum shall prevail. If your Lease is renewed, this Addendum will be automatically renewed as part of your Lease.

<b>KEY UTILITY TERMS</b>	
Electric:	Will be billed directly to the Resident by the utility provider and the charges are payable directly to the utility provider (includes heat and hot water).
Gas:	N/A
Water:	Allocation based on a combination of square footage of the Apartment and the number of persons residing in the Apartment. Resident will receive a bill from our third-party billing service provider.
Sewer/Stormwater:	Allocation based on a combination of square footage of the Apartment and the number of persons residing in the Apartment (including stormwater). Resident will receive a bill from our third-party billing service provider.
Central Boiler:	N/A
Trash Removal/Recycling Service:	Flat rate per month of \$5.00.
Pest Control:	
Flat Fee Charge:	
Administrative Fees:	There will be a one-time set up fee of \$10.00 charged to resident on the first utility billing by the third-party service provider and a one-time move out fee of \$10.00. There will also be a monthly service charge of \$3.85.
Vacant Recovery Fee:	Flat monthly fee of \$25.00 per occurrence per utility.
Other:	

**General.** You must keep all utilities on and activated during the term of your Lease, and any failure to do so is a violation of your Lease. You must use only those utilities needed for normal household purposes and must take all reasonable efforts to conserve energy and water and to avoid waste. Using the utility services of the Landlord or one of your neighbors without paying is both illegal and a violation of your Lease.

You acknowledge that temporary interruption of utility services may occur from time to time. In the event of a planned temporary interruption for repairs, we will use reasonable efforts to notify you of any such interruption. Sometimes we or the utility provider must interrupt your utility service on an emergency basis and sometimes severe weather causes power outages in which cases we cannot provide advance notice. In any event, we are not responsible for, and you will not receive compensation from us or a rent reduction for, any inconvenience or financial or other loss caused by any planned or unplanned temporary interruptions or caused by extended interruptions that are not within the Landlord's control to remedy.

**If your electricity is interrupted, you must only use battery-powered lighting. In no event may you use candles or any other flames to provide lighting or heat.**

**Billing.** You will be billed in one of the following ways:

- A. **By the utility provider.** If the Key Utility Terms states that one or more utilities are billed by this method, prior to the commencement of the Lease, you will place the applicable utility service in your name, effective on the date that your Lease begins. Keys to your apartment will not be given to you until you have provided proof of the transfer of service and the utility account number. All charges will be payable by you directly to the utility provider on the date specified by the utility provider.

If you fail to establish a utility account in your name as required or if you change the utility account out of your name without permission or, if for any other reason, we are billed for your utility usage:

- You will be in violation of your Lease and we will seek to evict you from your Apartment as soon as legally permitted; and/or

- We will demand, as Additional Rent, (i) immediate reimbursement of any outstanding utility charges paid by us and (ii) payment of a Vacant Recovery Fee. The Vacant Recovery Fee is set forth in the Key Utility Terms and is designed to reimburse us for the cost of our various systems, our capital and our personnel to monitor and enforce your compliance with your obligations and it may include a profit component.

B. By a third-party billing service provider. If the Key Utility Terms states that one or more utilities or services are billed by this method, we will engage a third-party billing service provider to allocate and bill you for your share of the cost of providing such utilities, sewer and stormwater, trash removal, pest control and/or other services ("Utilities and Other Services") to the Community. The third-party billing service provider is not a utility or provider of the service. These charges are Additional Rent, will be billed to you monthly and the payment is due on the first day of the month following the date of the bill.

C. By Landlord. If the Key Utility Terms states that one or more Utilities and Other Services are billed by this method, we will bill you directly for your share of the cost of providing such Utilities and Other Services to the Community. We are not a utility or provider of the service. These charges are Additional Rent, will be billed to you monthly and the payment is due on the first day of the month following the date of the bill.

D. Included in rent. If the Key Utility Terms states that one or more Utilities and Other Services are billed by this method, we will include the cost of providing such Utilities and Other Services in your Rent.

If an allocation formula or flat fee is used to bill you for your share of providing one or more Utilities and Other Services, your bill will be calculated in accordance with state and local laws and such formula or flat fee will be explained in the Key Utility Terms. If you live in Pennsylvania, pursuant to Title 66, Section 1313 of the Pennsylvania Legal Code, the Landlord or a third-party billing service will bill you for your allocated share of the utilities consumed multiplied by a rate equal to the residential rate set by the Pennsylvania utility commission from time to time, which rate by statute includes a profit component to the Landlord.

You must pay all bills for Utilities and Other Services from the start of your Lease to the Final Bill (as defined below) even if you are on vacation, have moved out of your Apartment or are otherwise not living in your Apartment during the time period that the bill relates to.

**Administrative Fee.** If we use a third-party billing service provider, you will also be billed, and must pay, the one-time set up and/or monthly administrative fee listed in the Key Utility Terms, which fees are reimbursements for (i) the cost of providing the services of the third-party billing provider, (ii) certain systems, capital and operating costs incurred by us and (iii) a profit component received by both the third-party billing service provider and us.

**Changes to Billing Program.** We may revise any term related to this Addendum upon 30 days advance written notice to you, at which time such revision shall become part of this Addendum without further written amendment.

**Final Bill.** Upon vacating your Apartment, a final bill (the "Final Bill") will be issued by either the utility provider or your Landlord. The cut-off date for the Final Bill may not be the day you move out. The cut-off date for your Final Bill will be the later of (i) the date that you are scheduled to surrender possession of your Apartment, or (ii) the date your Landlord is able to retake possession of the Apartment. The Final Bill may be an estimate based upon the average of your three most recent utility bills.

**By signing this Addendum, you acknowledge that you have read and agree with all of the provisions set forth in this Addendum.**

Easton Commons Apartments Owner KofP LLC

*Gabriela Osei*

Landlord

Date

Meaghan Fitzgerald

*Meaghan Fitzgerald*

Resident

Date



## **COMMUNITY RULES AND REGULATIONS**

Apartment #: 3704EL

These Rules and Regulations ("Rules") are an addendum to the Residential Lease Agreement ("Lease") between **Easton Commons Apartments Owner KofP LLC** (hereinafter "Landlord") and **Meaghan Fitzgerald** (hereinafter collectively "Resident") and shall automatically renew for any subsequent lease term(s) without the need to re-sign this document. Resident agrees to comply with the following rules for the safety and care of the building and for the safety and comfort of all residents. Landlord shall not be responsible for any injury, loss or damage to persons or property resulting from violations of any rule, whether by Resident's family, guests, domestic employees or licensees (hereinafter collectively "guests"). A breach of these rules is a substantial and material breach of the Lease and may be grounds for termination of the Lease and/or eviction.

1. Resident shall respect the rights to peace and quiet of all other Residents of the community and will not disturb any of them unreasonably by shouting or other loud use of his or her voice, with noise, music, radios and televisions, odor, or in any other way. All abusive, disorderly, violent, or harassing conduct by a Resident, or Resident's guests, including but not limited to abusive and/or foul language, sexually explicit comments toward Residents, occupants, or management is prohibited.
2. Resident is responsible for the actions of guests and minor occupants. Resident will be responsible for any damages done by guests or minor occupants to landscaping or any other part of the community, as Additional Rent. If Landlord designates certain areas as play areas for minors, minors are required to confine their play to those areas. Landlord is not responsible for any injuries occurring in this area and does not provide supervision of the play areas. Motorized or non-motorized scooters and skateboards are not permitted in the parking lots, sidewalks, and streets of the community.
3. No waterbeds are allowed on the premises.
4. Nothing may be placed on or attached to the roof, fire escapes, outside walls of Apartment, patios, balconies and/or the common areas of the building. Patios and balconies must be kept neat and clean and may not be used for storage. Nothing may be attached to the siding, or exterior patio or doors, or any sills or windows except drapery rods, shades and blinds. Resident shall not display any signs, flags, pennants, advertisements, notices or other lettering so as to be visible from the outside of Resident's apartment. Landlord may demand removal of any addition, temporary or otherwise, that Landlord deems to be aesthetically displeasing, hazardous or undesirable.
5. Trash and garbage (including recyclables) shall be placed in closed containers and properly discarded daily in the waste receptacles identified throughout the community. Resident shall not throw sweepings, rubbish, rags or other objects into the plumbing fixtures. Residents may not leave trash or garbage, even if enclosed in bags or other receptacles, on balconies or patios, on doorsteps, hallways, or any common area. Nothing may be thrown out of windows nor shall Resident air dry or shake rugs, blankets or clothing out of windows. Resident shall not allow excessive clutter in the Apartment which restricts access to any area or which constitutes a fire hazard. Residents that smoke shall do so in a manner so as not to bother other Residents. Cigarette butts should be fully extinguished and disposed of safely and may not be thrown onto the grounds or off balconies or patios. Violation of these trash rules will subject the Resident to a **\$100.00** fine for each day the violation exists, as Additional Rent, in addition to any other remedies the Landlord may have in accordance with this Lease or by operation of law.
6. Cooking is not permitted on balconies, porches or any other portion of the community except the lower rear concrete patio and shall be limited to the use of propane ignited grills only. Unless the use of propane grills is prohibited or further restricted by local ordinance, such propane ignited grills shall not be operated or stored within eight (8) feet of the building and must be kept on the concrete patio. At no time should the propane grill be operated or stored in the grassy area adjacent to the concrete patio. Propane grills shall be placed on grease pads and shall be cleaned and covered with an appropriate cover when not in use. No open flame containers or outdoor heating equipment (i.e. fire pits and chimineas) or portable generators may be used at the property except propane ignited heaters. Propane ignited heaters also shall not be operated or stored within eight (8) feet of the building and must be kept on the concrete patio. If Resident fails to remove any nonconforming equipment within five (5) days of written demand, to do so, Landlord may remove equipment and dispose of it without liability to Resident.
7. Resident shall not obstruct or store any items on the sidewalks, breezeways, driveways, entrances, halls, stairs or other public or common areas of the buildings, or in any HVAC closet. Any items found on or in said areas will be considered abandoned and Landlord may dispose of the same without notice to Residents and at Resident's expense, as Additional Rent.

8. Resident is not allowed on the roof or restricted areas of the building and grounds.

9. Resident agrees to inspect the existing smoke detector and carbon monoxide detector (if applicable) at least once a month and to replace the battery when needed. Resident shall not remove or disable any smoke detector per local fire ordinances. Resident agrees to notify Landlord immediately if any detector is not working.

10. Resident shall promptly comply with all laws, orders, ordinances, regulations, rules and requirements of local, state, and federal governmental authorities. Resident shall comply with any requirements of insurance carriers and boards of fire underwriters or similar groups which are properly directed to the Resident. If the Landlord is issued any fines or penalties for Resident's failure to comply with this paragraph or with any terms or conditions of the Lease, Resident is responsible for payment of such fines as Additional Rent.

11. Vehicles/Parking Area: Resident shall not make any alteration or post any signs or other designation upon any parking space in the parking area. Resident shall read and obey all parking signs, painted curbs and painted roadways on the premises and is strictly prohibited from parking in any fire lanes, designated roadways or any parking space not designated for Resident parking. The parking area may not be used for business purposes. Resident shall provide Landlord with new vehicle information or any update to its vehicle information, including insurance coverage, within 48 hours of receipt. Vehicles are not to be repaired or washed on the premises. The following vehicles will NOT BE PERMITTED to be parked or stored anywhere in the Community: vehicles which do not bear license plates, vehicles without valid and current registration, inspection, and insurance, vehicles that are inoperable, severely damaged or have a flat tire, vehicles that constitute a hazard or danger, or that store hazardous or dangerous substances, vehicles offered for sale that are not being operated regularly, recreational vehicles, trailers, boats, campers, or commercial vehicles of any kind. Resident and Resident's guests shall cooperate during snow emergency and park only in areas designated by Landlord. Landlord shall make reasonable efforts to remove snow from the parking area when snowfall exceeds three inches but Landlord makes no guarantee that parking spaces will be accessible during or shortly after snowfall. Resident shall not be entitled to any form of abatement or diminution of rent by reason of any aforementioned conditions.

To the extent permitted by law, Landlord reserves the right to tow or have towed any prohibited vehicle without prior notice to the owner and/or operator and at the owner and/or operator's sole expense. To the extent permitted by law, Resident hereby consents to the towing of any prohibited vehicle as defined in this paragraph, waives any further notice prior to towing, and agrees to be responsible for any towing expenses and for any damage caused by the prohibited vehicle, all as Additional Rent. Resident RELEASES Landlord from all responsibility or liability for any damage to the towed vehicle. Resident is responsible for all vehicles in the community owned or driven by Resident and Resident's guests. It is expressly understood that there is no bailment between Landlord and Resident. Landlord shall not be responsible and assumes no liability for loss or damage to Resident's and Resident's guest's vehicles, their contents and accessories, resulting from fire, theft, vandalism, mysterious disappearance or any other cause whatsoever, while the vehicles and/or goods are parked within the parking area. To the extent permitted by law, Resident hereby RELEASES Landlord from any such liability.

12. If Resident accidentally locks himself or herself out of the Apartment during normal business hours, access will only be provided to the Resident(s) or Occupant(s) named in the Lease. Photo identification must be provided in order to gain access to the Apartment. Residents must call a locksmith for a lock out after normal business hours, unless access is electronically controlled, or the lock is for a common hallway. For any locks that are changed, a copy of the new key must be submitted to the Landlord within 24 hours of the locks being changed. If, for any reason, Resident requests that Landlord change the lock(s) for the Apartment during normal business hours, Resident shall pay a "lock change" charge of \$50.00 as Additional Rent for the installation of the new lock.

Easton Commons Apartments Owner KofP LLC

*Gabriela Osei*

Landlord

Date

Meaghan Fitzgerald

*Meaghan Fitzgerald*

Resident

Date



**MORGAN**  
**PROPERTIES**  
**AMENITY ADDENDUM**

Apartment #: 3704EL

This Amenity Addendum (the "Addendum") shall become part of the Residential Lease Agreement (the "Lease") dated May 13, 2021, between Easton Commons Apartments Owner KofP LLC ("Landlord") and Meaghan Fitzgerald (collectively "Resident").

**1. Amendment.** The Lease is amended by this Amenity Addendum. By signing this Addendum, Resident acknowledges and understands that certain recreational facilities listed herein (each hereinafter "Amenity") are being made available for Resident's use and enjoyment, subject to the terms and conditions set forth below. In the event of any inconsistencies between this Addendum and the Lease, the terms and conditions of this Addendum shall prevail. If the Lease is renewed, this Addendum is automatically renewed as part of the Lease. Resident acknowledges that Resident has the right to consult an attorney before signing and acknowledges that any questions or concerns in regard to this Addendum have been fully addressed to Resident's satisfaction.

**2. Rules and Regulations.** By signing this Addendum, Resident acknowledges and understands that the use of each Amenity set forth below may be governed by separate Rules and Regulations that must be adhered to at all times. Resident further acknowledges receipt of the applicable Rules and Regulations for each Amenity that is currently available at the property.

**3. Amenity Fee.** Resident acknowledges that a separate fee may be incurred for usage of each Amenity ("Amenity Fee"). Any outstanding Amenity Fee due to Landlord shall be considered Additional Rent, payable at the first of the following month.

**4. Access.** Resident acknowledges issuance of a Key/Key Fob/Access Card providing access to one or all of the Amenities available at the property and agrees that the Key/Key Fob/Access Card is for Resident's express use only and shall not be loaned to anyone under any circumstances. Resident acknowledges that the Key/Key Fob/Access Card is the sole property of Landlord for which Resident shall immediately return same upon demand of Landlord. Resident shall reimburse Landlord **\$25.00** per card for any Key/Key Fob/Access Card that is lost, stolen or rendered useless due to damage.

**5. Assignment.** Resident acknowledges that the use of the Amenities referenced herein is non-transferable. Resident may not assign its rights under this Addendum in whole or in part.

**6. Drugs and Alcohol.** Alcoholic beverages and recreational drugs are prohibited in all recreational facilities. Persons suspected of being under the influence of recreational drugs or alcohol may be prohibited from using any amenity.

**7. Landlord's Limitation of Liability.** Landlord is not liable for any losses or damages Resident incurs as the result of the use of any Amenity provided by Landlord. To the extent permitted by law, Resident agrees to release, hold harmless, and indemnify Landlord and Landlord's representatives from and against any and all claims, demands, costs, expenses (including attorney fees), and causes of action arising out of or in any manner relating to any personal or property damage, death, injury, or loss suffered from or sustained by Resident or Resident's guests, occupants, or persons present with Resident knowledge and consent, on account of any use of any Amenity, other than from Landlord's gross negligence or willful misconduct.

**8. Failure to Pay.** Resident acknowledges that any Amenity Fee or related charge incurred in connection with the use of any Amenity shall be considered Additional Rent. Failure to pay the applicable charge is a material and substantial breach of the Lease and such breach shall entitle Landlord to exercise all remedies available under the Lease and applicable state law.

**9. Deduction from Security Deposit.** Resident acknowledges and agrees that any unpaid Amenity Fee or related charge may be deducted from the security deposit at the termination of the rental agreement.

**10. Severability.** In the event any provision of this Amenity Addendum is held to be invalid by a court or other tribunal of competent jurisdiction under any applicable statute or rule of law, such provision shall be limited or eliminated to the minimum extent necessary so that this Amenity Addendum shall otherwise remain in full force and effect. The remainder of the Amenity Addendum shall be valid and enforceable to the maximum extent possible.

**11. Amenities.** Resident hereby requests and Landlord hereby grants access to the following Amenity as indicated by a checkmark below:

☒ **A. Fitness Center.** Resident recognizes that certain equipment, commonly used for exercising, (the "Fitness Center") has been made available by Landlord. Resident agrees to use the Fitness Center in a prudent manner, one that is consistent with the use of a Fitness Center, which is not offensive or dangerous to a Resident or any users of the Fitness



Center, and is in compliance with such policies, rules and regulations as shall be established by Landlord in connection with the operation of the Fitness Center. Resident shall not permit any guest of Resident to use the Fitness Center, unless such guest is accompanied by Resident.

Fee: \$0.00

**[X] B. Swimming Pool Facility.** Resident recognizes that a Swimming Pool has been made available by Landlord. Resident understands and acknowledges that the use of the Swimming Pool, facilities, pool furniture and related equipment is a potentially dangerous activity and should only be used by those persons who have been trained to swim. Resident hereby agrees that Resident and its guests shall use the Swimming Pool and related furniture and equipment in compliance with such policies, rules and regulations as shall be established by Landlord in connection with the operation of the Swimming Pool. Resident shall not permit any guest of Resident to use the Swimming Pool, unless such guest is accompanied by Resident and a guest pass has been issued by Landlord.

Fee: \$0.00

**[X] C. Outdoor/Indoor Recreational Facilities.** Resident recognizes that various Outdoor/Indoor Recreational Facilities, (i.e. playground, tennis/basketball, dog park, fitness stations, business center, community room, etc.) have been made available by Landlord. Resident hereby agrees that Resident and its guests shall use the Outdoor/Indoor Recreational Facilities ("Facilities") in compliance with such policies, rules and regulations as shall be established by Landlord in connection with the operation of the Facilities. Resident shall not permit any guest of Resident to use the Facilities, unless such guest is accompanied by Resident.

Fee: \$0.00

**[ ] D. Cable/Internet Access.** Resident recognizes that non-exclusive Cable and/or high-speed Internet Access at Resident's Apartment has been made available by Landlord. Resident hereby agrees that Resident and its guests shall use the Cable/Internet Access in compliance with such policies, rules and regulations as shall be established by Landlord and the Cable/Internet Service Provider.

Fee: N/A

**12. Landlord's Right to Closure or Restriction.** Resident understands and agrees that, in Landlord's sole discretion, Landlord may deny access to any Amenity listed herein, temporarily, or permanently, to all residents of the Apartment if any Resident of the Apartment, or Resident's guests or family (including children) fails to comply with the terms of the Lease and any Addendum thereto, including but not limited to, the rules of conduct or the obligation to pay rent. Resident understands and agrees that, in Landlord's sole discretion, Landlord may at any time deny access, close amenities, or limit the hours of access or the manner of use, or revise the rules related to, of any or all Amenities listed herein to all residents of the Community for any reason, including but not limited to acts of God, public health emergencies, interruption in service beyond Landlord's control, or damage to the facilities. In the event that use of the Amenities must be denied or restricted, Amenity fees will not be suspended, and no reimbursement will be provided for Amenity fees previously paid.

**If any Amenity checked above has a specific set of Rules and Regulations, it shall be attached to this Addendum and become a part thereof. Resident acknowledges receipt of a copy of this Addendum and any Rules and Regulations, and agrees to comply with its terms.**

**INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this instrument as of the day and year written below.**

**Date of This Addendum: May 13, 2021**

Easton Commons Apartments Owner KofP LLC

*Gabriela Osei*

Landlord

Date

Meaghan Fitzgerald

*Meaghan Fitzgerald*

Resident

Date

# MORGAN PROPERTIES

## FITNESS CENTER RULES AND REGULATIONS

Apartment #: 3704EL

1. **Use of Fitness Center.** Resident and any permitted guest will use the Fitness Center ("Fitness Center") in a safe manner and only for the purposes provided. Resident or guests will not use the Fitness Center in any way that is offensive or dangerous to Residents or to other users of the Fitness Center or the community. Landlord may prohibit use of the Fitness Center by any Resident that Landlord believes has failed to comply with any of Landlord's Rules and Regulations, or the Lease, including all addendums.
2. **Adult Supervision.** Any Resident under the age of 14 years is not permitted in the Fitness Center for any reason. Any Resident between the ages of 14 and 16 years must be accompanied and supervised by a parent, guardian, or legal custodian at all times. This requirement is for health and safety reasons.
3. **Guests.** Resident shall not permit any guest of Resident to use the Fitness Center unless the guest is accompanied by Resident and Resident has obtained authorization from management in advance. Residents are responsible for the conduct of their guests.
4. **Dress.** Resident must wear shoes and shirts in the clubhouse and fitness facility. Resident may not wear wet bathing suits in the fitness facility.
5. **Right to Discontinue Use.** Resident agrees that Landlord provides the Fitness Center for the Resident only as a courtesy. Landlord may close or limit the Fitness Center at any time and for any reason.
6. **No Supervision.** Resident understands that NO attendants or supervisor of any kind will be in the fitness facility.
7. **No Warranties.** Resident understands that Landlord makes no representation that Landlord's representatives, if any, have expertise in the use, operation and physical condition of the Fitness Center or the equipment. Resident understands that Landlord makes no representations or warranties that the Fitness Center or the exercise equipment is safe.
8. **Use at Own Risk.** Resident agrees that use of the Fitness Center by Resident or Resident's guest (including any person present with Resident's knowledge and consent), shall be at the Resident's own risk.
9. **Release.** To the extent permitted by law, Resident agrees that if a personal injury, death, or damage to personal property happens through the use of the Fitness Center or fitness equipment, Resident may not bring a claim or lawsuit against the Landlord. Resident also agrees that if Resident's guest suffers a personal injury, death or damage to personal property, Resident will be responsible to pay Landlord any money which Landlord and Landlord's insurance company pays or is required to pay because of injury to Resident's guest.
10. **Lost Keys.** In the event a Resident loses a key or key fob, a charge of \$25.00 will be made in order to receive a new key or key fob.
11. **Physician's Consent.** Residents should consult their physician before any physical fitness program is started.

**Resident hereby acknowledges receipt of these Rules and Regulations and agrees to comply with its terms.**

Meaghan Fitzgerald  
*Meaghan Fitzgerald*  
Resident

Date



**OUTDOOR/INDOOR RECREATIONAL FACILITIES**  
**RULES AND REGULATIONS**

Apartment #: 3704EL

1. **Use of Outdoor/Indoor Recreational Facilities.** Resident will use the Outdoor/Indoor Recreational Facilities ("Recreational Facilities") in a safe manner and only for the purpose provided. Resident will not use the Recreational Facilities in any way that is offensive or dangerous to Residents or to other users of the Recreational Facilities. Landlord may prohibit use of the Recreational Facilities by any Resident that Landlord believes has failed to comply with any of Landlord's Rules and Regulations.
2. **Adult Supervision.** Landlord reserves the right to designate appropriate age restrictions for each Recreational Facility.
3. **Guests.** Resident shall not permit any guest or Resident to use the Recreational Facilities unless the guest is accompanied by Resident.
4. **Dress.** Resident must wear proper attire on the Recreational Facilities. Resident may not wear wet bathing suits at the Outdoor Facilities.
5. **Hours of Operation.** Residents may use the Recreational Facilities only during the hours specified. There shall be no loitering at the Recreational Facilities at any time.
6. **Right to Discontinue Use.** Resident agrees that Landlord provides the Recreational Facilities for the Resident only as a service. Landlord may close or limit use of the Outdoor Facilities at any time and for any reason.
7. **No Supervision.** Resident understands that NO attendants or supervisor of any kind will be on the Outdoor Facilities.
8. **Animals.** No animals shall be allowed at the Recreational Facilities except the Dog Park if one is available at the community. However, service animals are allowed at all Recreational Facilities provided that the service animal is in the company of the Resident for whom the service animal provides assistance.
9. **Containers.** Glass containers shall be prohibited on the Recreational Facilities.
10. **Alcohol.** Alcoholic beverages are strictly prohibited.
11. **Excessive Noise.** Loud music or other noises and abusive language are not permitted.
12. **No Warranties.** Resident understands that Landlord makes no representation that Landlord's representatives, if any, have expertise in the use, operation and physical condition of the Recreational Facilities or the equipment. Resident understands that the Landlord makes no representations or warranties that the Recreational Facilities or the exercise equipment is safe.
13. **Use at Own Risk.** Resident agrees that use of the Recreational Facilities by Resident, Resident's guest and person present with Resident's knowledge and consent, shall be at the Resident's own risk.
14. **Release.** Resident agrees that if a personal injury, death, or damage to personal property happens through the use of the Recreational Facilities or equipment, Resident may not bring a claim or lawsuit against the Landlord. Resident also agrees that if Resident's guest suffers a personal injury, death or damage to personal property, Resident will be responsible to pay Landlord any money which Landlord and Landlord's insurance company pays or is required to pay because of injury to Resident's guest.

**Resident hereby acknowledges receipt of these Rules and Regulations and agrees to comply with its terms.**

Easton Commons Apartments Owner KofP LLC  
*Gabriela Osei*

Landlord

Date

Meaghan Fitzgerald  
*Meaghan Fitzgerald*

Resident

Date

# MORGAN PROPERTIES

## RESIDENT PARKING ADDENDUM

This addendum (the "Parking Addendum" or "Agreement") is hereby incorporated into and shall become a part of the rental agreement (the "Lease") dated May 13, 2021, between Easton Commons Apartments Owner KofP LLC ("Landlord") and Meaghan Fitzgerald ("Resident"), in reference to Apartment #3704EL. Defined terms not otherwise defined herein shall have the meaning given to such terms in the lease.

Commencing upon execution of this Parking Addendum and expiring at the Lease End Date (unless terminated earlier as set forth herein), Landlord shall provide Resident with unassigned parking in Landlord's parking lot ("Parking Lot"). Resident's use of the Parking Lot shall be restricted to the following passenger vehicle(s) ("Vehicle"), for which Resident shall at all times maintain in operable condition with current vehicle registration and insurance:

Vehicle Make	Model	Year	License Plate No.	State
Honda	Accord	2006	EAW 1534	OH

Resident shall pay to Landlord a parking fee of \$0.00 ("Parking Fee"). If a monthly Parking Fee is charged, it shall be due with the Monthly Rent and deemed to be Additional Rent and shall also be subject to the terms and conditions of the underlying Lease.

- 1. Use.** The use of the Parking Lot by Residents shall be limited to the Vehicle(s) identified above. All vehicles in the Parking Lot must prominently display either a Resident Parking Permit or a Guest Parking Pass (if such Permits or Passes are used in this community). Parking of commercial vehicles or recreational vehicles is never permitted. The Parking Lot shall not be used for business purposes or for the repair or the washing of vehicles. Resident shall not make any alteration or post any signs or other designation upon any parking space in the Parking Lot. Vehicles which do not bear license plates, vehicles without valid and current registration, inspection, or insurance, vehicles that are inoperable (including vehicles with a flat tire) or that constitute a hazard or danger, or that store hazardous or dangerous substances, are strictly prohibited on the Parking Lot.
- 2. Key Card/Parking Pass.** If Key Cards or Parking Passes are used in this community, Resident acknowledges issuance of a Key Card/Parking Pass providing access to the Parking Lot and agrees that the Key Card/Parking Pass is for Resident's express use only and shall not be given or loaned to anyone under any circumstances. If it is determined that a Resident has done so, or misrepresents that a Key Card/Parking Pass has been lost or damaged, such conduct is a violation of the lease and grounds for eviction. Resident acknowledges that the Key Card/Parking Pass is the sole property of Landlord for which Resident shall immediately return same upon demand of Landlord. Resident shall reimburse Landlord \$50.00 for any Key Card/Parking Pass that is lost, stolen or rendered useless due to damage.
- 3. Liability/Indemnification.** It is expressly understood that this Agreement in no way creates a bailment between Landlord and Resident. Landlord shall not be responsible and assumes no liability for loss or damage to Resident's property, including Resident's Vehicle, its contents and accessories, resulting from fire, theft, vandalism, mysterious disappearance or any other cause whatsoever, while the Vehicle and/or goods are stored with the Parking Lot or garage facility. Resident will not consider any of security measures, including but not limited to entrance gates and security cameras, as an express or implied warranty of security, or as a guarantee against crime or a reduced risk of crime. We cannot and do not offer personal security or protection for your vehicle or its contents, nor can we protect against the criminal or negligent actions of third parties or visitors to the communities. If you choose to park in the Community, you do so at your own risk. Furthermore, to the extent permitted by law, Resident shall indemnify, defend and hold Landlord harmless from any claim of theft, property damage, or personal injury, discovered or accrued at any time which may arise from this Parking Addendum.
- 4. Assignment.** Resident may not sublease any parking space, or assign this Parking Addendum in whole or in part.
- 5. Rules and Regulations.** Resident and guests shall observe and strictly comply with all Rules and Regulations that Landlord may reasonably adopt for the safety, order and cleanliness of the Parking Lot. Resident and guests shall read and obey all parking signs, painted curbs and painted roadways on the premises and are strictly prohibited from parking in any fire lanes, designated roadways, on grass or off-road, or in any parking space not designated for Resident parking. Residents and guests may not park in spaces assigned to other residents, or handicap parking spaces unless the vehicle displays the appropriate permit. Landlord reserves the right to revise any Rules and Regulations and/or the terms of this Addendum upon 30 days' notice to Resident.

- 6. Vehicle Information.** Resident shall provide Landlord with new vehicle information or any update to its vehicle information, including insurance coverage, within 48 hours of receipt. Resident shall obtain Landlord's written consent prior to any change to the make, model and/or license plate number of the vehicle to be parked in the Parking Lot.
- 7. Snow Removal.** Landlord shall make reasonable efforts to remove snow from the Parking Lot when snowfall exceeds three inches but Landlord makes no guarantee that parking spaces will be accessible during or shortly after heavy snowfall or flooding. Resident shall not be entitled to any form of abatement or diminution of parking fee by reason of any aforementioned conditions.
- 8. Towing.** To the extent permitted by law, Landlord reserves the right to tow or have towed any prohibited vehicle without prior notice to the owner and/or operator and at the owner and/or operator's sole expense. To the extent permitted by law, Resident hereby consents to the towing any prohibited vehicle herein, waives any further notice prior to towing, and agrees to be responsible for any towing charges paid by Landlord and for any damage caused by the prohibited vehicle, as Additional Rent. Pursuant to the Lease, Resident is responsible for their guests, and therefore Resident is responsible for the provisions of this Parking Addendum in relation to vehicles owned or operated by Resident's guests.
- 9. Failure to Pay.** Resident acknowledges that the monthly Parking Fee for the use of the Parking Lot is considered Additional Rent. Failure to pay any charges due under the Lease, including but not limited to, the monthly Parking Fee and the monthly base rent, is a material and substantial breach of the Lease and such breach shall entitle Landlord to revoke the parking privilege for all Residents of the Apartment, and to exercise all remedies available under the Lease and applicable state and local law. To the extent permitted by law, any unpaid parking fees may be deducted from the security deposit as Additional Rent, when Resident vacates the Apartment.
- 10. Termination by Landlord.** Resident understands that a violation of any of the terms of this Parking Addendum shall be considered a material and substantial breach of the Lease and such breach shall entitle Landlord to exercise all remedies available under the Lease and applicable state law. Upon violation of this Parking Addendum or any term of the Lease, Resident's parking privilege may be terminated and revoked by the Landlord upon three (3) days written notice of such revocation. Furthermore, the termination of the underlying Lease for other cause shall simultaneously terminate this Parking Addendum and void any right. Any stored item not removed within ten (10) days after termination of this Parking Addendum or termination of Resident's occupancy of the apartment described in the underlying Lease, shall be deemed abandoned. Upon such abandonment, Landlord may remove all personal property therein and sell it at a public sale and proceeds from the sale thereof may be applied to the expenses for removal, notice and advertisement of sale and for lost rental revenue.
- 11. Termination by Resident.** Resident may terminate this Parking Addendum upon providing sixty (60) days written notice to Landlord. Any such notice of termination given on a day other than on the first (1<sup>st</sup>) day of a month shall be effective as of the first (1<sup>st</sup>) day of the calendar month following receipt of same by Landlord.
- 12. Renewal.** Provided that Resident is not in violation of any of the terms of this Parking Addendum or the underlying Lease, this Parking Addendum shall automatically renew for an additional term, pursuant to the terms of the underlying Lease, upon the submission of current vehicle registration, insurance and driver's license.
- 13. General Provisions.** Except as otherwise set forth in this Addendum, the terms and conditions of the Lease and any Renewals and Addenda thereto shall remain in full force and effect. This Addendum is to be attached to and incorporated into the Lease as if fully set forth therein, comprising one document as a whole. In the event of any conflict between the Lease and this Addendum, this Addendum shall control. The waivers and releases contained herein survive termination of the current tenancy agreement between the parties, whether by natural termination, eviction, or otherwise. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed both parties. If any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if that invalid, illegal or unenforceable provision had not been contained in this Agreement.

I do not have a vehicle at this time; however, I understand that upon obtaining a vehicle it is my responsibility to abide by the terms of this addendum.

**INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Parking Addendum as of the day and year written below.**

Date of this Addendum: **May 13, 2021**

Easton Commons Apartments Owner KofP LLC  
*Gabriela Osei*

Landlord

Date

Meaghan Fitzgerald  
*Meaghan Fitzgerald*

Resident

Date

# MORGAN PROPERTIES

## PET ADDENDUM

Apartment #: 3704EL

This Addendum is added to and made a part of the Residential Lease Agreement ("Lease") between Easton Commons Apartments Owner KofP LLC (hereinafter referred to as "Landlord" or "we," "us," or "our") and Meaghan Fitzgerald (hereinafter referred to collectively as "Resident" or "you" or "your"). Resident agrees to comply with the following terms and conditions of having a pet in the community:

1. The maximum weight at maturity of each animal is not to exceed **N/A**.
2. The Pet fees are as follows: **\$250.00 for one, \$350.00 for two** Non-Refundable Pet Fee **and \$35.00** Monthly Pet Fee/ per pet. The Non-Refundable Fee shall be paid upon approval of the pet, and before the pet is brought into the community. The Monthly Pet Fee is due on the first day of the month along with the Monthly Rent.
3. The maximum number of pets per household is **2**.
4. To request approval of a pet, you must supply us with papers from a **Certified Veterinarian** stating the following:  
A. Type of breed, B. Expected weight at maturity, and C. Proof of current inoculations, including Rabies.
5. **Any mixes of the following breeds are not permitted: Rottweiler, Dobermans, Chows, Pit Bulls and German Shepherds. If, in our sole discretion, we determine a pet to be aggressive or otherwise undesirable, that pet will be denied and not allowed in the community. This will be determined after an interview with us.**
6. If approved, you are being granted the privilege but not the right to have a pet in the community. **Even after a pet has been approved and permitted in the Community, the permission to have a pet may be revoked at any time if, in our sole discretion, we determine the presence of the pet to be undesirable for any reason.**
7. You are responsible for the conduct of your pet. You agree to keep the pet on a leash at all times when outside the Apartment. You agree not to exercise the pet inside the Apartment Community, except in designated exercise areas, if any. You agree to not leave the pet unsupervised on a patio or balcony, and shall not allow the pet to defecate or urinate on a patio or balcony at any time. You agree not to tie or leave the pet in any common area.
8. **The designated areas for walking your dog are Anywhere on property.**
9. **YOU SHALL PROMPTLY COLLECT AND REMOVE YOUR PET'S WASTE FROM THE GROUNDS OF THE COMMUNITY, AND DISPOSE OF IT PROPERLY.** The penalties for not cleaning up after your pet or properly disposing of the waste are **\$100.00** for each offense, as Additional Rent. In addition, failure to pick up after your pet is a violation of the Lease, and we reserve the right to proceed with an eviction against you on these grounds, even if you have paid all fines related to the offense.
10. You shall ensure your pet does not at any time disturb any other resident of the Community or damage any property located in the Apartment or in the Community. If, in our sole opinion and discretion, we determine that your pet has disturbed or is disturbing any other resident or has caused or is causing damage in or to your Apartment or the Community, then you must permanently remove the pet from the Apartment and the Community within ten (10) days after written request from us. Your payment for damage caused by the pet shall not entitle you to keep the pet.
11. All other terms of the Lease and the Community Rules and Regulations are not changed by this Addendum and remain in full force and effect. If there is any conflict, the terms of this Addendum shall prevail. If the Lease is renewed, this Pet Addendum is automatically renewed along with the Lease without the need to sign a new Pet Addendum.
12. Your failure to comply with the terms of this Pet Addendum or your misrepresentation or failure to be truthful in any statements or assurances contained in this Pet Addendum shall constitute a substantial and material breach of the Lease that may result in termination of the Lease Agreement and/or an eviction action against you. You agree that only the pet described and named below will occupy the premises. No additional or different pet is authorized under this agreement.



[ ] I do not have an animal at this time, however, I understand that no animal shall be permitted in the Apartment or in the Community without Landlord's prior written consent. I further understand that prior to obtaining any animal and throughout the lease term, it is my responsibility to abide by the terms of the Lease and any applicable addenda.

My pet is a: [ ] Dog [ ] Cat

My pet is a: [x] Male [ ] Female

The pet's name is: Rocky and is approximately 1 years old.

The pet is generally described by the following: Breed: Beagle Weight: 45.00

My pet is a: Dog Cat

My pet is a: Male Female

The pet's name is: \_\_\_\_\_ and is approximately \_\_\_\_\_ years old.

The pet is generally described by the following: Breed: \_\_\_\_\_ Weight: \_\_\_\_\_

My pet is a: Dog Cat

My pet is a: Male Female

The pet's name is: \_\_\_\_\_ and is approximately \_\_\_\_\_ years old.

The pet is generally described by the following: Breed: \_\_\_\_\_ Weight: \_\_\_\_\_

My pet is a: Dog Cat

My pet is a: Male Female

The pet's name is: \_\_\_\_\_ and is approximately \_\_\_\_\_ years old.

The pet is generally described by the following: Breed: \_\_\_\_\_ Weight: \_\_\_\_\_

Easton Commons Apartments Owner KofP LLC

Meaghan Fitzgerald

*Gabriela Osei*

*Meaghan Fitzgerald*

Landlord

Date

Resident

Date

## Document Information

Document Reference Number: 13186879

Document Pages: 33

Signatures: 25  
Initials: 3

Status: Completed

Signature Summary	Signature	Initials	Timestamp	Signing Status
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