

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

1. Unit and tenant Information

1.1 UNIT AND TENANT INFORMATION

Lease Agreement

Beverly Arms

(Name of Property)

The owner of the above Apartment property, Borchers Rentals INC (hereinafter the "Management", in consideration of and subject to the terms, conditions, and covenants contained in this lease agreement hereby leases unto Hayley L. Vance, Brady D. Sorah hereinafter "Resident", Jerry W. Lacey hereinafter "Co-Signer",) and Resident hereby leases from the owner a residential premises known as Apartment 11 located at 415 N. Hyatt #11 Tipp City, OH 45371 (hereinafter the "Premises").

1.2 LEASE TERM

1. (a.) **Term.** This lease term shall commence on the 03/01/2024 and shall terminate on 02/28/2025 unless sooner terminated as herein provided. In a case where tenant wishes to terminate a lease prior to lease end date tenant must still give 30 day notice of intent to vacate. At the time of the 30 day notice an early termination fee will be determined by management which will be due in full prior to move out.

1.3 RENT

Resident shall pay to Management rent payable at the rate of

Total Residential Rents \$750.00

Total: \$750.00

per month payable in advance on or before the first day of every month during the term of the Lease, such sum to be made payable to Management and delivered to

415 N. Hyatt

Tipp City, OH 45371

or at such other address as Management shall from time to time designate in writing to Resident; provided, that if Resident's lease term begins on a day other than the 1st of the month, resident shall pay to Management the sum of upon move in. **With the exception of the first month of the initial lease term, resident shall be responsible for payment of a full month's rental installment, regardless of the number of days which resident actually occupies the rental premises.**

All rent shall be paid in legal tender of the United States, without setoff, abatement, or reduction except as provided by law. Rent payment must be made by one (1) check or money order even if there is more than one (1) resident. **For your protection as well as ours, payments may not be made in cash.**

(a.) Resident shall pay Management a late charge of \$50.00 Flat Fee for each monthly rental payment paid after the 5 days day of the month in which it is due, and further shall be responsible for payment of late fees in the amount of \$0.00 per day thereafter on which rent remains unpaid. In addition, Resident shall pay to Management a service charge per each returned check given to Management in payment of rent. If two (2) rent checks are dishonored, Resident will be required to pay rent by cashier's check or money order. We are not required to redeposit a dishonored check. All such sums shall be deemed as additional rent hereunder.

1.4 SECURITY DEPOSIT

In addition to the first monthly rental payment, Resident has this date deposited with Management the sum of \$750.00 the receipt of which is hereby acknowledged, as security to Management for the performance by Resident of the obligations and undertakings required of Resident under this lease.

(b.) Any security deposit in excess of fifty dollars or one month's periodic rent, whichever is greater, shall bear interest on the excess at the rate of five percent per annum if the tenant remains in possession of the premises for six months or more, and shall be computed and paid annually by Management to the Resident.

(c.) Upon termination of this Lease any property or money held by Management as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the Management has suffered by reason of the Resident's noncompliance with section 5321.05 of the revised code or the rental agreement. Any deduction from the security deposit will be itemized and identified by Management in a written notice delivered to the Resident together with the amount due, within 30 days after termination of this lease and delivery of possession. The Resident shall provide Management in writing with a forwarding address or new address to which the written notice and amount due from Management may be sent.

1.5 PETS

If Resident owns a pet which will be kept on the Premises, Resident shall obtain the written consent of Management with respect thereto. A separate addendum to this lease is required.

Any damages incurred to the Premises above and beyond such amount shall be charges to Resident as additional rent hereunder and shall be immediately due and payable upon notification by Management. In the event Resident's pet becomes a nuisance to Management or to other residents, Management may, in its sole discretion require the pet to be removed from the Premises. Failure or Resident to remove the pet from the Premises following two(2) days notice from Management shall constitute a material default of this Lease by Resident.

By initialing below, you acknowledge and agree to the terms in Section 1.

X HL X BS
Hayley L. Vance Brady D. Sorah

X JWLS
Jerry W. Lacey

2. Policies and Procedures

2.1 POLICIES AND PROCEDURES

Application. The application completed by Resident is incorporated in full herein by reference. Management has relied upon the information provided by Resident in its decision to enter into this lease. If any information given by Resident in the application is false, incomplete, or misleading, Management may at their option terminate this Lease. Resident will notify Management promptly in writing of any change in the information Resident gave Management in their application.

2.2 OCCUPANCY AND USE OF PREMISES.

The premises shall be used only for residential purposes and shall be occupied only by the persons named in Resident's application to lease. Resident shall not permit said premises to be used for any purpose that will injure or damage the reputation of the building. Resident will not use or keep in said premises anything which would in any way adversely affect the terms and condition of the owner's fire insurance coverage. Resident shall not at any time whatsoever do any act or thing to cause a disturbance or interference with the rights of or the quiet and peaceful enjoyment of the other residents. Resident shall abide by and strictly conform to all rules issued by Management from time to time.

Such rules shall be posted by Management in a conspicuous place on said Property and may be changed from time to time if such change is necessary in the opinion of the Management. The failure of Management to insist upon strict performance of any such rules shall not be construed as a waiver of any of Management's legal or equitable rights or remedies, nor be deemed a waiver of any subsequent breach or default by Resident. In the event of a conflict between the rules and the terms of this Lease, this Lease shall control.

2.3 MAINTENANCE OF PREMISES.

(a.) Original Condition. The leased premises and the fixtures contained therein shall be deemed to be clean and acceptable, and in good repair and operative, unless otherwise reported in writing to Management within forty-eight (48) hours of the commencement of this lease term.

(b.) Cleanliness. Resident shall keep said premises and fixtures contained therein, in a clean and habitable condition, and upon vacating shall leave same in the condition existing at the commencement of this Lease, or pay Management for the cost of restoring said premises and fixtures to their original condition, ordinary wear and tear resulting from careful usage excepted. Management may satisfy this obligation of Resident wholly or in part by retaining Resident's security deposit upon termination of the Lease. If the costs under this paragraph are less than Resident's security deposit, Management shall refund the balance to Resident in accordance with the section above

pertaining to security deposits, provided that all other obligations of Resident hereunder have been satisfied.

(c.) Repairs. Management shall make all necessary repairs to roof, ceiling, walls, floors, exterior windows, and exterior doors of the building containing the Premises. Management shall be responsible for maintenance of and repair of building equipment, such as plumbing, heating, air conditioning, and similar equipment, so as to insure their proper operation during the term of this lease. Subject to delays beyond Management’s control, Management will make necessary repairs with reasonable promptness after receipt of written notice from resident. Otherwise, Resident shall be responsible for maintaining said premises in as good repair as the same are in at the commencement of this Lease, ordinary wear and tear resulting from careful usage exempted. The cost or service to any fixture or of repairing any damage resulting from Resident misuse or abuse of any fixture or portion of the premises shall be paid by Resident upon demand by Management and shall be deemed additional rent hereunder.

(d.) Alterations. No alterations or changes in or to said premises or the fixtures contained therein shall be made except upon prior written consent of the Management.

(e.) Waste. Resident shall not waste utilities furnished by Management nor use utilities or fixtures for any improper or unauthorized purpose.

2.4 QUIET ENJOYMENT

Management agrees that as long as Resident pays the rent and abides by all the covenants contained in this lease and the rules and regulations affecting the use and occupancy of the premises, Resident shall have peaceful possession and quiet enjoyment of the premises, subject to the terms of this lease and/or applicable law.

By initialing below, you acknowledge and agree to the terms in Section 2.

X HL
Hayley L. Vance

X BS
Brady D. Sorah

X JWLS
Jerry W. Lacey

3. Responsibilities

3.1 UTILITIES AND FACILITIES TO BE SUPPLIED BY MANAGEMENT.

Management shall furnish the following utilities and facilities at no extra charge to Resident:

stove, refrigerator, garbage disposal, wash/dryer hook up, window A/C unit, and range hood

water/sewage and Trash

All other utilities and facilities desired by Resident shall be the sole responsibility of the Resident. In the event that Resident fails to transfer utilities into their name on or before the commencement of this agreement, any charges incurred by Management for such utilities shall be deemed additional rent under this agreement and shall be due and payable as additional rent on or before the due date of the rental installment due after notification to the Resident.

By initialing below, you acknowledge and agree to the terms in Section 3.

X HL
Hayley L. Vance

X BS
Brady D. Sorah

X JWLS
Jerry W. Lacey

4. General Clauses

4.1 LIABILITY DISCLAIMER.

(a.) Management and the Owner of the Apartment Property shall not be liable or responsible for any damage done or occasioned by or from the bursting, leaking, or running of any gas or water or any plumbing fixture in, above, upon, or about said building or premises, nor for any damage caused by fire not caused by the negligence of Management, nor for any damage occasioned by water, snow, or ice being upon or coming through the roof, walls, or otherwise, or for any damage arising from acts or neglect of Resident, other occupants of the Property or their guests, or any other parties. **All personal property of Resident kept on or within the premises shall be kept there at the risk of Resident only, and Management shall not be liable for any damage caused thereto or for the theft or other loss thereof. Resident shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the premises and all contents therein.**

(b.) Notwithstanding anything to the contrary contained in this Lease Agreement, Resident and Management agree that Management shall not be personally liable under this Lease and has executed this Lease solely in its capacity as managing agent for the owner of the property.

(c.) Resident agrees to indemnify and hold Management and Owner harmless from any and all claims, demands, actions, causes of action, liability, damages, and expenses of any kind or sort arising out of Resident's or Resident's guests, invitees, or licensees' use or occupancy of the premises.

4.2 LIABILITY OF RESIDENT FOR CASUALTY DAMAGE TO PREMISES

Resident shall be responsible for and liable for any damages incurred to the property or any part thereof, as a result of negligence or willful acts of Resident's invitees, licensees, and guests.

4.3 SUBLEASE OR ASSIGNMENT

Resident shall not assign or sublet the leased premises, or any part thereof, without the written consent of Management.

4.4 RIGHTS OF ENTRY BY MANAGEMENT

Management may, at reasonable and proper times, enter the premises for inspection, pest control, maintenance and repairs, or show same to persons interested in renting or purchasing same and may enter said premises at any reasonable time, or as provided otherwise by applicable state law.

4.5 TERMINATION OR RENEWAL

In the event Resident desires to renew the term of this lease for an additional like term, resident shall deliver to Management written notice of the desire to renew this lease thirty (30) days before the expiration of the initial term of this lease. Within five (5) days of receipt by Management of such notice, Management shall give written notice to Resident either that Management consents to the renewal of this lease for an additional like term or that Management does not consent to such renewal. In the event that Resident shall end his/her occupancy of the premises on the expiration date of this lease or desires to become a month to month resident, the resident must give management written notice of such intent at least thirty (30) days prior to the expiration date of the lease.

If neither party gives the other party any written notice as provided hereunder, and Resident does not vacate the premises on or before the termination date of this lease, then upon the termination of this lease, resident shall thereafter be deemed as occupying the premises in a month to month residency in which case either party may terminate this lease by giving the other party written notice of termination as required by applicable state law prior to such termination. In the event that Resident does not comply with the notice requirements hereunder, Management may exercise any other rights or remedies accorded it under the terms of the Lease or by law upon such termination.

4.6 DESTRUCTION OF PREMISES BY CASUALTY

In the event the premises be rendered uninhabitable by reason of fire, explosion, hurricane, or other casualty, Management, at its option may either repair the premises to make the same habitable within ninety (90) days thereafter, or may, at its option, terminate this Lease. In the event of such termination, Management shall give resident thirty (30) days notice in writing, whereupon this lease shall be terminated in accordance with such notice. Management shall not be liable for any injury or damage to persons or property caused by such casualty.

4.7 DEFAULTS

If resident vacates or abandons the premises at a time when rent is due and unpaid, or if Resident fails to pay any amount due Management under this Lease, or if Resident breaches any provision, condition, or covenant of this lease or fails to comply with any rule or regulation affecting the use and occupancy of the premises promulgated by Management, then Resident shall no longer have the right to possess the premises. Thereafter, at Management's sole election and without notice or demand, Resident shall become a tenant at sufferance and Management shall be entitled to, among other things, declare the entire rent for the balance of the remaining term of this Lease, or any part thereof, due and immediately payable. In addition or alternatively Management may pursue and exercise any other remedies provided by law; all rights of Management shall be cumulative and Management's decision to exercise or pursue any particular remedy shall not operate as waiver or an exclusion of any other remedy provided under this lease, or under law or in equity.

4.8 GENERAL COVENANTS

(a.) All promises, covenants, and agreements set forth in this Lease shall bind, apply and inure to the benefit of Management and resident and each of their respective heirs, executors, successors, assigns and administrators. In the event of the sale or transfer of the property, the current owner shall be released from the obligations of this Lease and the remedies of Resident shall be solely against the person, or entity succeeding to the rights of the current owner of the property.

(b.) The sidewalks, entryways, passages, hallways, doors, and stairways shall not be obstructed by Resident, nor used by him/her for any other purpose than ingress and egress to and from his/her premises.

(c.) Resident shall not, without the written consent of Management, in any way change or add any additional lock(s) to the existing lock(s) when Resident takes possession of the premises.

4.9 NOTICES

Any notices or demands to be given herein shall be given to Management at the address shown herein for payment of rent and to Resident c/o his/her apartment number.

4.10 ENTIRE AGREEMENT

This lease and the attached rules and regulations for the property, comprise the entire agreement between the parties, and any agreement made hereafter to change, amend, or modify the lease shall be invalid unless the same is in writing and executed by both parties hereto. Resident and each of them signing this Agreement acknowledge that their liability hereunder is joint and several and that all responsibilities and rights hereunder are shared and separate.

4.11 SEVERABILITY OF PROVISIONS

In the event any provision or portion of any provision of this lease is declared unenforceable or invalid by any Court or administrative body having competent jurisdiction, the remaining provisions of this lease shall be deemed enforceable and shall remain in full force and effect.

4.12 ACKNOWLEDGEMENT AND RELEASE

Resident hereby states that he/she has inspected the premises and has determined to his/her satisfaction that the smoke detectors (if applicable), door locks, latches, window locks and latches, and any other security devices within the apartment are adequate and in proper working order. Any comments or remarks made by Resident with respect to the security devices are contained on the Move In Condition form signed by the resident. Resident understands and acknowledges that the move in report is not a written request to Management to repair any device. If such repair is needed, Resident agrees to promptly inform Management in writing. Resident acknowledges that Management is under no obligation or duty to inspect, test, or repair any security device unless and until Management has received written notice from Resident to do so.

Resident acknowledges that Management may engage a company to provide a periodic patrol and inspection for the apartment and for the Property. If so, Resident understands and agrees that Management may alter or cancel the patrol and inspection service without the knowledge or consent of the Resident. Furthermore, Resident understands and agrees that Management has no obligation or liability for the acts or omissions, whether negligent or intentional of any agent or employee of any patrol company which might be retained by Management.

Resident acknowledges that Management/owner of the property are not insurers. Resident further acknowledges that neither Management nor the Owner of the Property, nor the agents or representatives, guarantee, warrant, or assure personal security of Resident.

Resident further acknowledges and understands that Resident's personal safety and security is primarily his/her responsibility. In particular, Resident recognizes that Resident is in the best position to determine and foresee risks of loss and to protect himself/herself and his/her property against such losses. **Resident further acknowledges that it shall be his/her responsibility to obtain any coverage deemed necessary to protect against losses and to take any other reasonable steps to protect his/her personal property and insure his/her personal safety.** Resident recognizes that Management efforts are voluntary and not obligatory and are done in an effort to reduce the occurrence of crime to all residents.

RESIDENT AGREES THAT THE FURNISHING OF SAFETY DEVICES AND PATROL SERVICE (IF APPLICABLE) SHOULD NOT CONSTITUTE A GUARANTEE OR WARRANTY OF THEIR EFFECTIVENESS OR IMPOSE ANY OBLIGATION TO CONTINUE THEM, EXCEPT AS MAY BE REQUIRED BY APPLICABLE STATE LAWS. RESIDENT FURTHER RELEASES AND HOLDS HARMLESS MANAGEMENT, THE OWNER AND THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, OWNERS, PARTNERS, EMPLOYEES, EMPLOYERS, AND REPRESENTATIVES FROM ANY CLAIM WHATSOEVER WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE WHICH IS IN ANY WAY RELATED EITHER TO RESIDENT'S RELIANCE ON ANY OF THE SAFETY DEVICES AND PATROL SERVICE MENTIONED ABOVE, OR TO ANY DEFECT, MALFUNCTION OR INADEQUACY THEREOF.

4.13 RADON WARNING

We are required by applicable state law to give the following notification to you: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in several states. Additional information regarding radon and radon testing may be obtained from your county public health unit."

By initialing below, you acknowledge and agree to the terms in Section 4.

X HL
Hayley L. Vance

X BS
Brady D. Sorah

X JWLS
Jerry W. Lacey

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

5. 3.5 Addendum to Condition of Premises at Tenant's Vacation of Premises.

5.1 3.5 ADDENDUM TO CONDITION OF PREMISES AT TENANT'S VACATION OF PREMISES.

3.5 Addendum to Condition of Premises at Tenant's Vacation of Premises.

Property – Beverly Arms ,
415 N. Hyatt
Tipp City, OH 45371

Leaseholders – Hayley L. Vance, Brady D. Sorah

Lease Dates – 03/01/2024 - 02/28/2025

I understand that when moving out of
415 N. Hyatt
Tipp City, OH 45371

I am responsible for **Professionally Cleaning All Carpets** in the home and provide a receipt if requested.

By initialing below, you agree to Addendum 3.5

By signing below, you acknowledge and agree to the terms in Section 5.

X Hayley Vance

Lessee

IP Address: 24.209.246.54
02/28/2024 04:28pm EST

X Brady Sorah

Lessee

IP Address: 24.209.246.54
02/28/2024 04:35pm EST

X Jerry w Lacey sr

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:22am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

6. Basic Information about Bedbugs

6.1 BASIC INFORMATION ABOUT BEDBUGS

Dear Resident:

You probably have noticed increased news reports or heard personal accounts of bedbug infestations. We currently do not have a problem with bedbugs. However, because bedbugs can multiply so rapidly, we ask for your vigilant cooperation to prevent such a problem.

Basic Information about Bedbugs

- Bedbugs travel from place to place in clothing, backpacks, and luggage. Bedbugs are not attracted to you because of poor hygiene; blood is their source of food.
- People you allow to enter your room, especially from other infested rooms or other housing that has bedbugs, can bring these bugs with them.
- Bedbugs are active mostly at night and are hard to see. You would become aware of them only by receiving a bite.
- Bedbugs burrow into bed joints and corners, bedding, furniture (especially wood), and baseboards. They are killed by heat, so regular washing of bedding and clothes in very hot water is important.

What You Can Do

- Protect yourself with frequent laundering of bedding and vacuuming.
- Do not bring used mattresses, headboards (especially wood), sofas, etc., into your apartment.
- Do not attempt to eradicate bedbugs yourself. Common household bug sprays will only make the problem worse because the bedbugs will burrow deeper into their hiding spots.

Immediately Notify Management of any of the Following:

- Small, brownish, flat insects, slightly smaller than a ladybug, but without wings.
- Bites you may experience, especially during the night, causing itching and welts on hands, arms, or other parts of the body exposed while sleeping.
- Small, reddish blood spots on sheets, or seams of mattress or box spring marked by darkened spotting or staining.

This addendum addresses issues related to bed bugs by you as the resident(s) Hayley L. Vance, Brady D. Sorah living in 11 (apt. Number) located at
415 N. Hyatt #11
Tipp City, OH 45371

By signing this addendum, you as the resident(s) agree that:

1. You have inspected your apartment or will inspect your apartment within 72 hours and have found no evidence of bed bugs. If evidence is found of any bed bugs you will notify management immediately.
2. You agree that you have no knowledge of a prior bed bug infestation in your current or past residences. If you have had a problem with bed bug infestation you agree that the infestation was treated by a licensed pest control professional and that you currently are free from any further infestations. You agree that all your belongings (including furniture and clothing) have been treated by a licensed pest control professional as well. At our request documentation must be provided to show such treatments and we can inspect your belongings for the presence/absence of bedbugs.
3. You agree to notify management of any bed bug infestations immediately. If it is determined that you are responsible for the infestation you will be required to pay for all costs associated with exterminating them. This may also include treating adjacent apartment units and hallways. Failure to pay such costs will cause you to be in default of your lease and allow us to terminate your lease.
4. If any infestation is discovered during your tenancy, you agree not to treat the apartment on your own and to follow all treatment methods from the pest control company in exterminating them. Failure to do so will put you in default of your lease.

Thank you in advance for your cooperation. We are committed to providing safe housing, and our combined efforts will ensure a pleasant living situation for all residents in the community. Please take note of the preventive guidelines in this letter and, most importantly, if you see bedbugs anywhere or get any bites, notify management immediately.

By signing below, you acknowledge and agree to the terms in Section 6.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:28pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:35pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:22am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

7. Bed Bug Addendum

7.1 BED BUG ADDENDUM

Dated this date (02/22/2023) this addendum addresses issues related to bed bugs by you as the resident(s) Hayley L. Vance, Brady D. Sorah living in 415 N. Hyatt #11 Tipp City, OH 45371 (apt. Number) located at 415 N. Hyatt Tipp City, OH 45371

By signing this addendum, you as the resident(s) agree that:

1. You have inspected your apartment or will inspect your apartment within 72 hours and have found no evidence of bed bugs. If evidence is found of any bed bugs you will notify management immediately.
2. You agree that you have no knowledge of a prior bed bug infestation in your current or past residences. If you have had a problem with bed bug infestation you agree that the infestation was treated by a licensed pest control professional and that you currently are free from any further infestations. You agree that all you belongings (including furniture and clothing) have been treated by a licensed pest control professional as well. At our request documentation must be provided to show such treatments and we can inspect your belongings for the presence/absence of bedbugs.
3. You agree to notify management of any bed bug infestations immediately. If it is determined that you are responsible for the infestation you will be required to pay for all costs associated with exterminating them. This may also include treating adjacent apartment units and hallways. Failure to pay such costs will cause you to be in default of your lease and allow us to terminate your lease.
4. If any infestation is discovered during your tenancy, you agree not to treat the apartment on your own and to follow all treatment methods from the pest control company in exterminating them. Failure to do so will put you in default of your lease.

By signing below, you acknowledge and agree to the terms in Section 7.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:28pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:35pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:22am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

8. CARPET CLEANING

8.1 CARPET CLEANING

Borchers Rentals Carpet Cleaning Addendum :

o Carpet cleaning depends on time lived in the property for normal wear and tear, whether you have had pets, and also if the carpet cleaning exceeds normal wear and tear.

o You will be charged 100% at all times, if you have had pets and/or you have soiled carpets exceeding normal wear and tear.

o Up to 2 years: carpets will require cleaning. Tenants incur charges if tenant does not have carpets professionally cleaned. UP to 4 years – you will be charged 50% of the cleaning of normal wear and tear.

o DO NOT rent machines, use home cleaning machines, or employ chemical cleaning companies. ONLY professional steam cleaning is accepted.

o Call for a recommendation from us to receive reasonable rates on carpet cleaning.

o If you hire another carpet cleaner, the carpet cleaner must guarantee their work to the satisfaction of Landlord and/or Landlord's Agent, and a receipt is required during the move out process.

o Tenants please note: you will not be reimbursed for any carpet cleaning contracted by tenants

By signing below, you acknowledge and agree to the terms in Section 8.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:28pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:35pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:23am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

9. EMERGENCY MAINTENANCE PROCEDURES

9.1 EMERGENCY MAINTENANCE PROCEDURES

EMERGENCY MAINTENANCE PROCEDURES

If you have an emergency maintenance problem after office hours, please call the main office line. Doing so will direct you to our answering service and they will dispatch maintenance in accordance with these guidelines.

The following items are considered to be emergencies:

- Frozen pipes and /or broken water lines
- Gas leaks (natural gas odor)
- No heat (when outside temperature is below 45 degrees)
- No electricity or an electrical hazard (If there is a power outage, please contact the local electric company.)
- Toilet not working (after attempted plunging fails and **ONLY** if another toilet is not available)
- Refrigerator malfunction (not cooling)
- Sewer line back-up
- No water
- Broken window or door locks
- Active roof leak

I understand the emergency maintenance procedures.

By signing below, you acknowledge and agree to the terms in Section 9.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:28pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:35pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:23am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

10. HELP US PREVENT BALCONY CLUTTER!

10.1 HELP US PREVENT BALCONY CLUTTER!

Dear Hayley L. Vance, Brady D. Sorah ,

At
415 N. Hyatt #11
Tipp City, OH 45371

To keep your property looking great, balconies and patios should be kept neat and clean. The following items are unacceptable for placement on the balconies or patios at your property.

1. Garbage bags
2. Tires, rims
3. General clutter
4. Weights, weight benches
5. Non-patio or rusted furniture (including metal folding chairs)
6. Dead plants
7. Milk cartons
8. Styrofoam cooler
9. Spool tables
10. Chicken wire
11. Garbage cans or pails
12. Recycling bins or pails
13. Mops, brooms or boxes
14. Items hanging on railings or rafters (clothes, rugs, towels)
15. Wading pools
16. Scratching posts
17. Shoes/Work boots
18. Beer kegs
19. Dead Christmas trees
20. Excessive toys
21. Pet cages
22. Paint cans
23. Gas cans
24. Mattresses

By signing below, you acknowledge and agree to the terms in Section 10.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:33pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:35pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:23am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

11. Lead Based Paint Addendum

11.1 LEAD BASED PAINT ADDENDUM

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

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 taken care of 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. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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 one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (check)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family From Lead In Your Home*. **This same information can be found on the web at www.epa.gov/lead or www.hud.gov/offices/lead .**

Agent's Acknowledgement

Mr. Sean Carnes (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

Certificate of Accuracy

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

By signing below, you acknowledge and agree to the terms in Section 11.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:33pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:35pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:23am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

12. LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

12.1 LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

Beverly Arms

Hayley L. Vance, Brady D. Sorah

415 N. Hyatt #11
Tipp City, OH 45371

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless or whether the individual engaging in such activity is a member of the household.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.
It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

By signing below, you acknowledge and agree to the terms in Section 12.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:33pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:35pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:23am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

13. Mold and Mildew Addendum

13.1 MOLD AND MILDEW ADDENDUM

This Mold and Mildew Addendum (the "Addendum") is attached to and made a part of the lease dated 03/01/2024 (the "Lease") by and between Borchers Rentals INC ("Lessor") and Hayley L. Vance, Brady D. Sorah ("Resident") for the unit number 415 N. Hyatt #11 Tipp City, OH 45371 (the "Unit) in Beverly Arms Apartments (the "Apartments").

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating ventilation or air-conditioning ducts in the Unit. Resident also agrees to immediately report to the management office: (i) Any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage, or other common area; (ii) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating ventilation, or air conditioner system in the Unit; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

By signing below, you acknowledge and agree to the terms in Section 13.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:33pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:35pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:23am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

14. Pet Agreement

14.1 PET PERMISSION AGREEMENT

This Pet Agreement shall be attached to and incorporated therein of the Rental Agreement between:

Hayley L. Vance, Brady D. Sorah

Mr. Sean Carnes

03/01/2023

Hayley L. Vance, Brady D. Sorah
415 N. Hyatt
Tipp City, OH 45371

hereby requests permission to bring upon on the premises and to keep within the premises, a pet which is described as follows:

****NO DOGS PERMITTED AT ANYTIME AND CATS MUST BE SPAYED OR NEUTERED. MANAGEMENT RESERVES THE RIGHT TO REQUIRE A VETERINARIANS PROOF OF SPAY OR NEUTER RECORDS. PRIOR APPROVAL FROM MANAGEMENT OF ACCEPTED PAPERWORK AND PAID PET FEES MUST BE RECEIVED BEFORE THE PET IS ALLOWED TO BE BROUGHT ON TO BORCHERS RENTALS PROPERTIES.****

**** UNAUTHORIZED PETS (CATS/DOGS) ARE SUBJECT TO A \$300 CHARGE**

Resident is subject to all of the following provisions, which provisions Resident fully understands and is fully bound:

1. The pet described is the only pet for which such permission is granted and that at any time and through any circumstances Resident no longer owns said pet, it will under no condition be replaced by another without a request for and granting of permission by the Landlord to bring such replacement upon the premises.
2. Resident will consistently and diligently discipline and supervise said pet in such a manner as to prevent its becoming, in any way whatever, objectionable to or a nuisance or offense to others.
3. Said pet will be registered and inoculated in accordance with the requirements of the law.
4. Said pet shall never be allowed to freely roam outside the apartment and must be leashed and in the company of an individual willing and able to fully control it. **RESIDENT IS RESPONSIBLE FOR PICKING UP AND PROPERLY DISPOSING OF ALL PET DROPPINGS.**
5. Resident accepts full responsibility for any damage or for any task of maintenance occasioned by the actions of the said pet.
- 6.

This permission is purely conditional and may at any time and without jeopardy be cancelled by the landlord by giving resident fifteen(15) days written notice, and upon Resident's receipt of written notice of such cancellation of permission, Resident shall promptly and permanently and without recourse, remove said pet from the premises.

"Upon the execution of the PET AGREEMENT, Resident agrees to pay an additional **\$30** per month for

and resident further agrees to pay a **NON-REFUNDABLE \$300** pet security deposit for **each pet (limited 2)**." If during occupancy the Resident removes pet from the premises, the **pet security deposit will not be refunded.**

By signing below, you acknowledge and agree to the terms in Section 14.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:33pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:36pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:24am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

15. Renter's Insurance Addendum

15.1 RENTER'S INSURANCE ADDENDUM

Borchers Rentals INC advises all Residents to get renters insurance for their personal property, personal injuries occurring in their apartment, and/or other damages that may occur. According to the terms of the Rental Agreement, Borchers Rentals INC is in no way responsible for damage to Resident's personal property, and our insurance does not cover the personal property and belongings of Residents.

Renter's insurance provides you with coverage for loss, damage, or destruction of your property. It also provides coverage for additional living expenses you may incur if the apartment becomes uninhabitable. Such insurance can also protect you from any liability claims resulting from your own activities. For example, if your negligence causes a fire, you may be held responsible for the damage of the property of others, including Owner's property. Similarly, if a guest were to have an accident in your apartment, you could be personally responsible for the guest's injuries.

We strongly encourage all Residents to purchase this inexpensive form of protection. Consult with an insurance agent to review your personal needs.

I have read and fully understand the *Renter's Insurance Addendum*.

Apartment address:

415 N. Hyatt #11
Tipp City, OH 45371

By signing below, you acknowledge and agree to the terms in Section 15.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:33pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:36pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:24am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

16. Rules, policies, and Procedures

16.1 RULES, POLICIES, AND PROCEDURES

1. Rental units must be kept in a clean and sanitary condition at all times. Residents must comply with requirements imposed by all applicable state and local housing, health, and safety codes.
2. Rental units shall not house any person other than those listed on the rental application. Guests should limit their stay to no more than 5 days duration per visit unless prior written approval has been received from Management. You are responsible for the behavior of your guests.
3. Pets are not allowed without written permission and a signed pet agreement with Management. A visitor cannot bring an animal on the premises. Pet owners must clean up after their pets.
4. Halls, sidewalks, stairwells, and all common areas must be kept free of all personal belongings.
5. A musical instrument, radio, television, or stereo shall not be operated in a manner that is disturbing or annoying to other residents. Residents shall conduct themselves and require their guests to conduct themselves in a manner that will not disturb their neighbor's quiet enjoyment of the premises.
6. Residents must maintain patios and balconies in such a manner as to be in keeping with the standards of the community and in compliance with local fire and safety codes. Do not hang anything over the railings. Any article which Management feels is objectionable must be removed.
7. Garbage and all trash must be placed in plastic trash bags and put in designated containers. Please do not place large articles such as furniture, mattresses, etc., in these areas since the trash removal service will not handle these large items. Littering is strictly prohibited.
8. Locks may not be added or changed without Management's knowledge and written permission.
9. Wires, cables, exterior radio or television aerials or dishes shall not be installed on the grounds or attached to any part of the building without a signed agreement and deposit paid to Management. Proof of insurance is also required.
10. Any resident and/or guest parking in any area not designated for parking (dumpster, fire lanes, and assigned areas) will be towed at their own expense. Guests must park in designated guest parking areas. Management may assign parking; issue parking permits, and register cars at its sole discretion. If your apartment community has assigned parking, all vehicles must be registered.
11. Boats, trailers, RV's and ATV's are not permitted on the premises without written permission and a signed agreement with management.
12. Repairing or washing of cars is not permitted on the premises.
13. Inoperable, unlicensed or wrecked vehicles will be towed at the expense of the owner.
14. Consideration of thoughtfulness of others should be used when operating laundry equipment (coin operated or in home equipment). Laundry shall not be done between 10 p.m. – 8 a.m.
15. In order to enhance the appearance of your community, all window coverings must appear white to the outside of the buildings. Sheets, blankets, etc. are not to be hung in place of draperies or blinds. Management has the right to determine the acceptability of the window coverings. Appropriate window coverings must be installed within ten (10) days of move-in. This policy is satisfied if the Management has provided mini-blinds for each window; if so, please do not remove the mini-blinds. Window sills must be kept free of all personal property.
16. Decorating or alteration of any kind is not permitted without written approval from management. **Absolutely no adhesive products will be approved.** If changes are approved, the resident must restore the apartment to the original condition upon moving. Nails, mollys, and toggle bolts are acceptable and will be removed upon move-out by the maintenance personnel at no charge unless there is extensive damage to the wall(s).
17. Management is not responsible for personal items in rental units or storage areas, which are lost, stolen, or damaged. **We strongly suggest that all residents obtain renters insurance. At some communities you may be required to obtain renter's insurance.**
18. Repairs or service required for all fixtures including toilets, disposals, sinks, tubs, and drain lines caused by flushing of foreign items (disposable diapers, sanitary napkins, grease, etc.) or neglect by residents will be charged to the resident. All apartment equipment, appliances or amenities are to be used for the purpose intended and in accordance with any instruction provided. Alteration to these furnishing is strictly prohibited without written approval from Management.
19. Waterbeds are not permitted without written permission and a signed waterbed agreement. **Renters insurance is required.**
20. Parties which will cause a disturbance or interfere with the rights of or quiet and peaceful enjoyment of the other residents are not allowed. The practice of illegal activities is grounds for eviction.
21. Residents and guests are not permitted to play or congregate in halls, on steps, in laundry rooms, in front of the buildings, or in the parking lots.
22. If you are locked out during regular office hours, please see you manager. If it is after hours, please call a locksmith.
23. SERVICE REQUESTS. All requests for service should be made by calling the Management Office. The Manager will then relay the request in writing to maintenance personnel. Any plumbing leak or sewer stoppage of a serious nature, frozen water lines, lack of heat in winter, any condition which might cause fire, refrigeration failure, gas odor, or electrical failure should be considered as EMERGENCIES, in which case the Management Office should be notified immediately. **Air conditioning problems will not be considered as an emergency.** Any expense incurred by the Management Office as a result of mistreatment of the apartment or common areas will be charged to you. If for any reason it should be necessary to call FIRE or POLICE assistance, please call the

emergency service directly for help rather than the Management Office. However, it is important for you to notify the Management Office immediately after calling the Police or Fire Departments, etc.

24. RECREATIONAL FACILITIES. Please check with management prior to using the swimming pool or other recreational facilities for specific RULES that govern their use. Use of such facilities is allowed during the "posted" hours. Management cannot assume responsibility for the safety of you, family members, visitors or guests who use the community facilities. Please adhere to all posted signage for your safety and protection.
25. SMOKE ALARMS. Resident shall maintain any smoke detectors that have been provided in the unit and shall keep the unit fully operational and replace any old battery with a manufacturer's recommended battery as applicable. Anyone who purposefully disables a smoke alarm will be asked to move from the property and will be prosecuted to the fullest extent of the law.
26. If resident is responsible for any utility services to the unit and such service is terminated for more than 24 hours, management at its option may terminate the tenancy immediately. Each resident is obliged to keep his/her own garage clean.
27. Any furnishings belonging to owner shall not be changed or removed from the apartments.
28. Residents to be responsible for any damage done to the entrance and halls in moving in and out.
29. Residents to have carpets (not attached to floor) on all floors except kitchen and bath.
30. PICTURES: Resident may hang a reasonable amount of pictures to each wall in living, bedroom, and dining room. Use only a 1" wire nail (brad). Do not use any tape on walls. No nails in the following: Bath, kitchen walls, cabinets, woodwork, doors, floors, and ceiling.
31. WINDOWS: Summer (off heating season) all windows must be closed when tenant is not at home. Water damage to hardwood floors is the responsibility of the resident (rain) and the cost to refinish ranges from \$1000.00 to \$2500.00. Winter (heating season) windows must be closed at all times.
32. PLEASE DO NOT USE ANY CHEMICALS IN THE DRAINS. If your sink or tub is draining slowly or stopped up please try using a plunger before calling for maintenance assistance.
33. BATHTUBS: Do not leave a rubber mat in the bottom of the bathtub. This causes mildew to form under the mat, damaging the finish of the tub. The cost to refinish the tub is between \$400.00 and \$450.00. This is the responsibility of the resident and the cost is deducted from their security deposit. A mat can be used in the tub if it is removed after each use.

IT IS UNDERSTOOD THAT MANAGEMENT RESERVES THE RIGHT, WITH A 30 DAY NOTICE TO CHANGE OR RESCIND ONE OR MORE OF THESE RULES OR TO MAKE FURTHER RULES AS MAY FROM TIME TO TIME BE NECESSARY FOR THE SAFETY, CARE, AND CLEANLINESS OF THE PREMISES.

THESE POLICIES ARE A PART OF YOUR LEASE AGREEMENT. MANAGEMENT CAN TAKE LEGAL ACTION IF THESE POLICIES ARE NOT FOLLOWED.

I have read and fully understand Borchers Rentals Inc. Rules, Policies, and Regulations.

By signing below, you acknowledge and agree to the terms in Section 16.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:33pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:36pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:24am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

17. Security Deposit Charge List for Damages

17.1 SECURITY DEPOSIT CHARGE LIST FOR DAMAGES

Security Deposit Charge List for Damages

*** Estimated ***

Carpet Cleaning*	\$85 and up
Painting*	\$150 and up
Carpet replacement	prorated value
Drywall repair	\$25 and up
Trash removal	\$30 per hour per person
General cleaning*	\$150 and up
Cleaning appliances	\$25 minimum, each
Mail box lock replacement	\$20 minimum (Plus other applicable charges from the post office)
Entry door lock replacement	\$75 minimum
Interior door replacement	\$100 minimum
Wall plate covers	\$2 minimum
Smoke alarm, replacement	\$35 minimum
Carbon dioxide detector, replacement	\$50 minimum
Fire extinguisher, replacement	\$50 minimum
Floor tile, replacement	\$100 minimum
Vertical blinds	\$60 each
Mini blinds	\$30 each
Window screens	\$25 minimum
Patio Screen door	\$75 minimum
Additional security locks	\$50 minimum
Toilet seat	\$30 minimum
Toilet paper holder	\$10 minimum
Towel bar	\$15 each

Note: The above estimated charges are the most common items damaged beyond reasonable wear and tear or by abusive use. Damage charges are not limited to items on this list. Items with * are for conditions beyond normal wear and tear (stains, drywall repairs, damages from tobacco use, etc. **and** prorated charges if original lease is not fulfilled). It is recommended that you do a move out inspection with management. Discuss with management ways to reduce damage expenses if applicable.

Apartment #

415 N. Hyatt #11
Tipp City, OH 45371

By signing below, you acknowledge and agree to the terms in Section 17.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:33pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:36pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:24am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

18. SMOKE DETECTOR AGREEMENT

18.1 SMOKE DETECTOR AGREEMENT

SMOKE DETECTOR AGREEMENT

Beverly Arms

In consideration of their mutual promises, lessor and resident agree as follows:

1. Resident is renting from lessor on the premises located at
415 N. Hyatt #11
Tipp City, OH 45371
. Smoke detector agreement is an Addendum and part of the rental agreement and/or lease between lessor and resident.
 2. The premise is equipped with a smoke detection device(s).
 3. The resident agrees to test the smoke detector(s) when initially moving into the apartment. The resident also agrees to notify the lessor of any malfunction.
 4. The Smoke Detectors May be battery operated. If so, tenant agrees to check battery condition twice (2) yearly in accordance with daylight savings time change.
 5. By signing, each resident understands that the smoke detector(s) and alarm are a battery operated unit and it shall be each resident's responsibility to
 - ensure that the battery is in operating condition at all times;
 - replace the battery as needed (unless otherwise provided by law);
 - if after replacing the battery, the smoke detector(s) do not work, inform lessor immediately in writing.
1. Resident(s) must inform lessor immediately in writing if any defect, malfunction or failure of any detector(s).
 2. If local law requires the lessor to test the smoke detector(s), the resident shall allow the lessor or his agent access to the premises.

By signing below, you acknowledge and agree to the terms in Section 18.

X Hayley Vance

Lessee

IP Address: 24.209.246.54
02/28/2024 04:33pm EST

X Brady Sorah

Lessee

IP Address: 24.209.246.54
02/28/2024 04:36pm EST

X Jerry w Lacey sr

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:24am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

19. Smoke Free Unit

19.1 SMOKE FREE UNIT

Smoke-Free Unit.

Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant (including inside garage), nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

By signing below, you acknowledge and agree to the terms in Section 19.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:33pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:36pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:30am EST

Borchers Rentals

603 W. Walnut St. • Tipp City, OH 45371
(937) 667-6513

20. Sign and Accept

20.1 SIGNATURE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

20.2 EQUAL HOUSING OPPORTUNITY.

LANDLORD MAKES THIS HOUSING AVAILABLE WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, FAMILIAL STATUS, DISABILITY (HANDICAP), MILITARY STATUS, OR ANCESTRY.

X *Hayley Vance*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:33pm EST

X *Brady Sorah*

Lessee

IP Address: 24.209.246.54
02/28/2024 04:36pm EST

X *Jerry w Lacey sr*

Co-signer

IP Address: 74.87.139.26
02/29/2024 09:31am EST

X *Cara McCormick*

Lessor

IP Address: 70.60.151.58
02/29/2024 09:32am EST