

LEASE AND RENTAL AGREEMENT

This lease made and entered into this _____ day of December, 2011, at Columbus, Franklin County, Ohio, by and between the undersigned LANDLORD and TENANT, WITNESSETH:

That LANDLORD, in consideration of the rents to be paid and the agreements to be performed by TENANT, has leased to TENANT an apartment located at _____, Columbus, Ohio 43201, known as apartment _____, for the term **beginning August 15, 2012 and ending on July 31, 2013** in 12 installments of _____ each for a total of _____. Each installment shall be due on the 1st (first) day of each and every month in advance and TENANT and the Guarantor(s) shall agree and covenant as follows:

This is a () Furnished, () Partially Furnished, or (X) Unfurnished unit.

1. TENANT shall make only online rent payments. Payments must be made online no later than the 1st day of every month, at www.OSUproperties.com through RENTPAYMENT company, free of charge if paid by e-check. To learn about this reputable online rent payment processing company and various ways of paying rent online, please visit www.rentpayment.com.

George Kanellopoulos
455 Ridge Dr
Naples, FL 34108

Business Hours: Monday - Saturday 10 AM - 6 PM (other hours only in an emergency)
Phone numbers: 614-299-9940, 614-226-4134 (mobile), FAX: 239-591-1584
E-mail address: GeorgeK@OSUproperties.com
Website address: www.OSUproperties.com

2. **TENANT shall pay jointly in one transaction, totaling the amount due for rent per month.** If total monthly rent amount is not paid in one transaction, TENANT will pay a fine of \$30 per each additional transaction. TENANT is allowed to pay the total amount due for the security deposit and application fee, separately, in as many transactions as the number of tenants on the lease, without being assessed a multiple-transaction fine.
3. Rent paid after the 1st day of each month, shall subject TENANT to a service charge of \$50 dollars. In addition a \$5 per day service charge will be assessed beyond the 2nd day, regardless of holidays or weekends. In the event LANDLORD elects to terminate this lease for non-payment, or breach of other condition(s) of this lease, LANDLORD may possess the premises in accordance with Section 1923 of the Ohio Revised Code.
4. TENANT further agrees to the "terms of use" of RENTPAYMENT as listed at www.rentpayment.com/terms.html. For any payment that TENANT makes and is reversed (not paid to LANDLORD) by RENTPAYMENT, for any reason other than being RENTPAYMENT's error, TENANT will be charged a \$35 reversed payment fee plus the charges shown in paragraph 3 until the rent is paid in full.
5. **Rent paid by TENANT includes Basic Cable TV / Internet-10 Mbps, Gas, Electric, Water/Sewer and any applicable CAM charges.** TENANT will be responsible for any excessive use of utilities due to waste i.e. leaving windows or doors open while heat or air conditioning is ON, having a water fixture (faucet, toilette) drip, run or malfunction and not promptly notifying LANDLORD, so LANDLORD can repair problem, etc. How conservatively TENANT uses gas, electric and water and how promptly TENANT reports problems to LANDLORD related to the use of gas, electric and water, will be highly weighed in

LANDLORD's consideration of TENANT's lease renewal in the future. Please note that most units are equipped with submeters that could be monitored by LANDLORD. TENANT can upgrade Basic Cable TV (add more channels etc.) and Internet service (higher speed) through the cable provider by setting up an account in TENANT's name, at an additional cost at TENANT's expense. TENANT is responsible for the installation cost of any additional Cable TV jacks provided by the cable provider. The cable provider will only provide the modem for the internet service and TENANT is responsible for providing a router, if needed. TENANT will be charged \$75 dollars for a damaged/missing internet modem due to TENANT's misuse/negligence. TENANT is also responsible for any phone service repair/installation expense.

6. TENANT agrees the premises will be used for residential purposes only and will be occupied only by persons having written lease and rental agreement with LANDLORD or assignee of TENANT hereinafter who must be approved by LANDLORD in writing. Washer and dryer will be used by TENANT ONLY.
7. Each TENANT sharing the apartment shall be JOINTLY and SEVERALLY liable for the entire term of this lease.
8. The premises will not be used for any unlawful purpose, or for any purpose deemed hazardous by LANDLORD or by LANDLORD's insurance company because of fire or other risk.
9. TENANT further covenants and agrees to execute and comply promptly with all statutes, ordinances, rules, orders and regulations of Federal, State, County, and City governments regulating the use by TENANT of the premises. TENANT will not use, or permit the premises to be used, in any noisy, boisterous or other manner or use that will tend to create a nuisance or otherwise unnecessarily disturb or offend neighboring residents, nor will TENANT use, or permit the premises to be used, for any purpose deemed extra hazardous on account of fire or otherwise.
10. **ABSOLUTELY NO PETS shall be permitted anywhere on the premises, even for a few minutes visit. Effective the day of witnessing a pet on the premises the rent will increase by \$250.00 per monthly installment for the remainder of the lease term, including the month in which the pet was witnessed, even if the pet is subsequently removed from the premises. Furthermore, violation of this section shall entitle LANDLORD, at its option, to terminate the lease in accordance with procedures defined in paragraph 3 of this lease, and sue for breach of contract.**
11. No holes or stickers are allowed inside or outside the apartment; however, a reasonable number of small nail holes for picture hanging are permitted. No adhesive-back hangers or sticky substances are allowed. No painting by TENANT will be permitted. When TENANT moves in, LANDLORD shall furnish light bulbs for fixtures furnished by LANDLORD; thereafter, light bulbs of the same wattage shall be replaced at TENANT's expense. TENANT is responsible for replacing the battery in a digital thermostat. Mini blinds are provided as courtesy to TENANT and TENANT is responsible for the replacement expense of any damaged/dirty mini blinds. If a fireplace exists in the apartment/house, LESSEE is not allowed to use it at any time.
12. TENANT shall, at all times, keep the premises orderly, safe and free from rubbish, debris, litter and dirt and shall store all trash and garbage within ample and appropriate containers, so that such trash and garbage can be picked up by the appropriate government authority, or private contractor designated to perform such function. TENANT shall keep premises free of insects, rodents, vermin and other pest and shall not cause or permit objectionable odors to emanate or to be dispelled from the premises. In the event that exterminating services are required in respect to the premises, and it is determined that it is due to TENANT's negligence, TENANT shall be responsible for the cost thereof. Only exterior use (patio) furniture is allowed to be used on porches or decks of the premises. No pools, hot tubs, or furniture of any kind are allowed to be placed anywhere on the exterior of the premises. TENANT is not allowed on any roof structure of the premises (i.e.

porch roof) for any reason, other than in an emergency. Any evidence of a TENANT (TENANT him/herself, chair(s), sunbathing towel/items etc.) witnessed on any roof structure of the premises will subject TENANT to a \$150 fine/occurrence, all applicable City of Columbus fines and any damage to the building resulting from this improper use. TENANT is responsible for removal of ice and/or snow around the premises. If the premises are an apartment building with apartments' entrance door facing outside, TENANT is responsible for removing ice and/or snow, only in the immediate area in front of TENANT's apartment. No smoking inside the house, apartment or apartment building hall is allowed and TENANT will be subject to \$150 fine plus the cost of steam cleaning the carpet and repainting/cleaning the house/apartment. No beer kegs and no candles are allowed anywhere on the premises, inside or outside the house or apartment and TENANT shall be charged \$150 fine for each beer keg witnessed on the premises. No make-shift furniture (i.e. table with plywood top) will be used on porch, deck or anywhere on the premises. TENANT shall not erect any kind of signs, banners, fences, speakers, satellite dishes or antennas, on or around the premises. No lumber or construction materials of any kind will be allowed anywhere on the premises. TENANT is not allowed to park on the yard, grass, or any area of the premises that is not designated for parking. TENANT shall be responsible for any damage to yard/grass including ruts and holes caused by improper parking. TENANT will not charge for parking (ex. football season). TENANT will not have unregistered or inoperable vehicles anywhere on the premises. No fire pit or open flames of any kind and no charcoal or gas grills are allowed anywhere on the premises. TENANT will be subject to a \$150 fine if any charcoal or gas grills, or open flames of any kind are witnessed on the premises. TENANT shall not store anything in furnace area or furnace room. No wires of any type shall be strung across the floor, whether taped to the floor or not. No extension cords are allowed anywhere on the premises. Only a cord with a circuit protection strip is allowed. Any cord placed in the strip must go directly to the appliance it serves.

13. TENANT shall be responsible for the maintenance of stopped up toilets and garbage disposal if such maintenance is required due to TENANT's negligence, i.e. tampons, food, bottle-caps, hair clogs, etc. TENANT will always have a toilet plunger available for every toilet in the house/apartment and will make sure that it is a toilet plunger and not a sink plunger. TENANT shall be responsible for all door/window/glass breakage and screen damage regardless of circumstances. No repairs will be made by TENANT anywhere on the premises without written approval of management. TENANT is responsible for and agrees to pay for damage done by wind, rain or cold weather caused by leaving windows open. TENANT must set the furnace(heater) thermostat in the premises no lower than 65 F degrees during Winter months and is responsible for and agrees to pay for frozen/burst water lines and fixtures and all damage resulting therefrom.
14. TENANT shall keep all smoke and carbon monoxide detectors in good working order, including keeping batteries which work in each detector, and regularly test all smoke and carbon monoxide detectors and notify LANDLORD in writing of any mechanical failure, need for repair, or replacement. TENANT is responsible for having the carpet professionally steam cleaned at the end of TENANT's tenancy, at TENANT's own expense and to provide LANDLORD with the original receipt (not a copy) for that service.
15. **TENANT will deposit with LANDLORD a sum, equal to one month's rent, as security deposit**, to guarantee the return of the premises and carpeting in as good or better condition as when initially occupied. Reasonable wear and tear is accepted. The security deposit shall NOT be applied toward any month's rent. Said deposit will be postmarked and returned to TENANT within thirty days after the expiration of the lease under the following conditions:

- A. All keys are returned to LANDLORD together with the carpet cleaning receipt, the property is vacated in clean condition by the last day of the lease period and,
- B. LANDLORD'S inspection reveals no damages to the premises, reasonable wear and tear

- excepted and,
C. All TENANTS have signed a written request designating the name, address and phone number of one individual to receive the entire deposit.

If the conditions of this lease are not complied with including rent not timely paid or if other conditions or requirements of this lease are breached or violated by TENANT, then the whole or a fractional part of the deposit may be retained by LANDLORD as partial liquidated damages without prejudice to the rights of LANDLORD to recover such damages as he may be entitled to.

16. If TENANT loses a key, LANDLORD may charge a \$15.00 replacement fee. TENANT is not allowed to duplicate keys or change any interior or exterior door locks without LANDLORD's permission. LANDLORD does not keep key copies of bedroom door locks. All TENANT's lockout service calls attended to by the LANDLORD shall be charged to the TENANT at twenty (\$20.00) dollars per call between 8:00 a.m. and 5:00 p.m., MON-FRI, or at eighty (\$80.00) dollars per call on any other day or hours, or on any Holiday. If all original keys to the premises, including key copies approved by LANDLORD, are not returned to LANDLORD at the end of TENANT's tenancy, LANDLORD will replace all exterior door locks and/or mailbox locks and charge TENANT \$125 dollars for each exterior door lock replaced and \$40 for each mailbox lock replaced.
17. It is highly recommended that TENANT carry renter's insurance to cover any loss or damage of TENANT(S) (or any other occupants) personal property caused by fire, leakage or flow of water, explosion, sewer backup, rain or any other insurable hazards regardless of the cause thereof, and TENANT does hereby release LANDLORD from any and all liability for such damage or loss. If the premises are rendered unusable by fire, flood, or other casualty, LANDLORD at his option may repair the premises, or terminate the lease.
18. No rebate will be made for vacating the unit prior to the end of the rent period.
19. TENANT shall not assign this lease or sublet the premises without written consent of LANDLORD. For purposes of Summer sublet only (May - July), LANDLORD shall not unduly withhold its consent for Summer subleasing. A damage deposit equal to (1/number of TENANTS) of the total monthly rent amount will be required by each SUBTENANT in addition to the one month's rent damage deposit of the original TENANTS. All deposit will be handled according to paragraph #15 here above. Sublet fee is \$100 dollars. LANDLORD will allow a longer sublet period than May-July for a sublet fee of \$500 dollars.
20. TENANT shall be responsible for any damage to the premises or carpeting therein whether caused by TENANT, other occupants or visitors to the apartment.
21. LANDLORD or his agent or employee may inspect in the event of an emergency. However, if there is no emergency situation, a 24-hour notice to TENANTS shall be given via e-mail for an intention to enter by LANDLORD, his agent or employee. TENANT shall keep all bedroom doors unlocked during all inspections and showings to prospective tenants, or insurance and mortgage agents. LANDLORD or his agent or employee will perform 3-6 routine inspections of your premises per year, as needed, to see if TENANT is complying with this lease agreement. Any damages caused by TENANT or TENANT's guest(s) will be immediately repaired at TENANT's expense and TENANT will reimburse LANDLORD for said repairs within seven (7) days from demand for payment from LANDLORD. Failure to reimburse LANDLORD within seven (7) days of demand for payment from LANDLORD shall constitute a lease violation and TENANT shall be subject to eviction. All repairs made by TENANT anywhere on the premises without written approval of LANDLORD, will be reversed/undone and repaired by LANDLORD at TENANT's expense (ex. drywall hole repaired by tenant will be cut out and redone by landlord in order to make sure that no plumbing, or electrical wires, or structural framing have been adversely affected by tenant's repair).

22. TENANT shall not install equipment, waterbeds, window A/C units, use space heaters, or make alterations, additions, or improvements to the physical structure of the premises without written consent of LANDLORD.
23. LANDLORD agrees that if TENANTS perform all of the covenants herein, they shall be entitled to possession of the herein premises during the term of this lease. Failure of LANDLORD to exercise his rights in respect of any default shall not be construed as a waiver respecting any subsequent default.
24. The execution of this lease by TENANT, LANDLORD, and GUARANTOR(S) shall constitute the transaction of business in Ohio within the meaning of Ohio Civil Rule 4.3 (A) (1) and Section 2307.382 of the Ohio Revised Code. The laws of the State of Ohio shall govern the construction and interpretation of this lease.
25. TENANT agrees to have his/her GUARANTOR(S) execute the Guaranty To Lease within 7 days from TENANT's approval by LANDLORD. If he or she fails to do so, LANDLORD may terminate this lease at any time by giving notice thereof to TENANT and use the deposit to recover the cost associated with re-renting the unit.
26. Residents remaining in the unit beyond the last day of their lease, without renewal or permission will be charged the prorated rent per day plus an additional service charge of \$300.00 per day. In addition, LANDLORD may proceed with an eviction action and sue for damages arising out of the late move out.
27. TENANT, within 3 days from receiving the keys to the premises, will e-mail LANDLORD, describing in detail the condition of the premises at move-in time. If TENANT does not notify LANDLORD as described above, within 3 days from receiving the keys to the premises, describing in detail the condition of the premises, the premises will be considered to be with no problems or concerns and in excellent condition. TENANT will promptly notify LANDLORD of the need for repairs/maintenance. All repairs/maintenance requests are to be submitted to LANDLORD by using the link www.OSUproperties.com/maintenance.html at www.OSUproperties.com and be very descriptive. In case of an emergency only, TENANT shall ALSO CALL LANDLORD in addition to submitting it at www.OSUproperties.com. TENANT will be responsible for any damages caused by TENANT's negligence in reporting any repair/maintenance issue in a timely manner.
28. This lease and Guaranty (attached as exhibit A), as well as any other documents associated with this lease and TENANT's tenancy, may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of copies of this lease and of signature pages by electronic mail and/or facsimile transmission in Portable Document Format (PDF) or any other method shall constitute effective execution and delivery of this lease and may be used in lieu of the original lease for all purposes. Signatures of the parties transmitted by electronic mail and/or facsimile transmission in Portable Document Format (PDF) or any other method shall be deemed to be their original signatures for all purposes.

OTHER TERMS: This Lease and Guaranty To Lease (attached as exhibit A) contain the final and entire agreement between the parties hereto (including guarantors) and no party (including guarantors) shall be bound by any term, condition, or representation, oral or written, not set forth herein. IN TESTIMONY WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY AND YEAR HEREIN BEFORE WRITTEN.

The undersigned have read and understand the terms herein and intend to become legally bound upon execution and have received a copy of this agreement.

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

TENANT Sign _____ Print Name _____ Date _____

By LANDLORD _____

GEORGE KANELLOPOULOS
Property Owner / Manager

EXHIBIT "A" TO LEASE AND RENTAL AGREEMENT

GUARANTY TO LEASE

This Guaranty is entered into on this _____ day of _____ 20_____.
by _____ ("GUARANTOR").
(First) (Middle) (Last)

RECITALS

WHEREAS, George Kanellopoulos, as LANDLORD entered into a Lease Agreement
with _____ TENANT,
(First) (Middle) (Last)

(Date on 1st line of 1st page of lease and rental agreement goes on this line) dated the _____ day of _____ 20_____.
for the premises located at _____ Apt. _____, Columbus, OH 43201.

WHEREAS, GUARANTOR desires to guaranty to LANDLORD the payment of 1 / (number of TENANTS) of the monthly rental specified in the Lease
Agreement and other obligations between LANDLORD and TENANT provided in this Guaranty.

WHEREAS, the Lease Agreement was conditioned on GUARANTOR's giving security obligations under the Lease Agreement in the form of a personal
guaranty.

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

- 1. GUARANTOR shall guaranty the payment to LANDLORD of 1 / (number of TENANTS) of the rental and all other obligations specified in the Lease
Agreement.
2. The sum shall be paid to LANDLORD by GUARANTOR within seven (7) days after receipt by GUARANTOR of written notice from LANDLORD
specifying any deficiency for an obligation of TENANT.
3. GUARANTOR promises to give LANDLORD written notice of GUARANTOR's change of address(es), phone number(s) and e-mail address.

GUARANTOR PLEASE PRINT LEGIBLY IN UPPERCASE

Full Legal Name _____
(First) (Middle) (Last)

Home Address _____
(City) (State) (Zip Code)

Phone Number (_____) _____

E-mail Address (Required) _____

Place of Employment _____ Phone # (_____) _____

Address _____
(City) (State) (Zip Code)

Position _____ How Long _____

Driver's License # _____ State _____ Exp. Date _____

Signature _____

Notary Public

Sworn to before me and subscribed in my presence this _____ day of _____ 20_____.

NOTARY INK STAMP

Signature _____

STATE OF _____

COUNTY OF _____

Please scan this Guaranty, name the file "Guaranty (tenant's last name)" and e-mail it to George Kanellopoulos at GeorgeK@OSUproperties.com
Thank you! Phone: 614-299-9940