

First Meridian Management LLC

Lease Agreement

This Lease Agreement is made on Date.

Between First Meridian Management LLC (Owners/Managers)
and TENANT NAMES (Tenants).

Property Address: ENTER PROPERTY ADDRESS HERE.

Term: Tenants agree to lease this premise for a fixed term of MONTHS IN NUMBERS AND WORDS months, starting on DATE and ending on DATE

:

Upon expiration, this agreement shall automatically renew for 12 additional months at a monthly rent increase of \$10 (Ten Dollars) unless either the Tenants or Owners notify the other party in writing at least 60 days prior to expiration that they do not wish this agreement to continue.

Rent: Tenant shall pay First Meridian Management LLC as rent for the Premises ENTER AMOUNT HERE IN NUMBERS AND WORDS per month plus \$75 (Seventy Five Dollars) per month for Water, Sewer, and Trash plus \$50 (Fifty Dollars) per month for Pet Fee (if applicable, take out if not) for a total of ENTER TOTAL HERE IN NUMBERS AND WORDS per month, payable on the first (1st) day of each month of the term.

Late Fee: Rent is due on the 1st of each month, if rent is not received on the 1st a \$50 late fee will be applied on the 2nd, unless the tenant contacts First Meridian via Email @ Info@FMMRentals.com before rent is late and asks if they can have until the 5th to pay. If rent is not received by the 5th, then on the 6th the late fee will be \$75. A \$100 late fee will be applied if this is your 3rd time or more being late on the 2nd or for anyone who pays after the 10th.

Eviction Notice: First Meridian by law has the right to start the eviction process on the 2nd and we will unless a late payment is requested and approved by First Meridian. If a 3-day Eviction notice is put on your door there will be an additional \$100 stop eviction fee. If we have to start the eviction process with the lawyer there will be an additional \$200 stop eviction fee applied.

Payments: Any Payment received will first be applied to Late Fees, Utilities Owed and any damages the landlord bills the tenant. Then will be applied to Rent.

Rent Payment Procedure: First Meridian Management LLC will email out an invoice each month, 3 -5 days before rent is due. This email will contain a link where the rent payment can be made.

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Break Lease Fee: If for any reason the tenant chooses not stay for the entire term of the lease, they will be charged a **\$500 (Five Hundred Dollars)** break lease fee. They will also still be subject to rent due until the lease is up, unless First Meridian Management LLC is able to find and rent out the property, then no additional rent payments would be due. First Meridian Management LLC has the option of waiving this fee if they so choose.

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Security Deposit: Tenant has deposited with First Meridian Management LLC **ENTER AMOUNT** as security for the performance of this Lease. The security deposit shall serve as a fund from which the Landlord may (a) obtain reimbursement for losses, damages and expenses due to unreasonable wear and tear or damage to the Premises or resulting from Tenant's failure to maintain the Premises as required in the Lease and (b) recover any other amounts that may become due and owing to Landlord under this Lease. Landlord's damages shall not be limited to the amount of the security deposit. Whenever Landlord applies any portion of the security deposit for the purposes stated above, Tenant shall promptly pay Landlord the funds necessary to restore the security deposit to its original amount. Any portion of the security deposit that is not applied by Landlord for the purposes stated above shall be returned to Tenant, at the forwarding address supplied by Tenant at that time, within 30 days after the surrender of the Premises to Landlord, together with a statement itemizing any deductions. No interest shall be paid on the security deposit unless the security deposit exceeds one month's rent. THE SECURITY DEPOSIT MAY NOT BE APPLIED BY TENANT TO THE PAYMENT OF ANY RENT DUE UNDER THIS LEASE.

Utilities: Tenant agrees to pay all utilities with respect to the premises including, without limitation, the following utilities: Tenants who don't put this in their name will be billed back and charged a \$25 admin fee.

- Electric- The Illuminating Company 1-800-589-3101
- Gas – Dominion 1-800-362-7557

The following utilities are included:

- Water**
- Sewer**
- Trash

****Water and Sewer:** First Meridian Management LLC will pay for the water and sewer bills unless they are more than 2x the yearly average. This is only caused by higher usage or a leak and tenants will be responsible for both and to reach out to First Meridian Management LLC via the service email address: Service@FMMRentals.com when they are experiencing any type of leak or running toilet etc. First Meridian Management LLC will investigate any issue free of charge to the tenant and fix them unless the leak or damage was caused directly by the tenant.

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If the unit is a multi-family then each tenant will be responsible equally for the higher water bill.

Occupants: The number of occupants is limited to **ENTER**, only the following persons may live in this dwelling.

- **LIST OCCUPANTS**
- **LIST OCCUPANTS**

First Meridian Management must approve in writing the occupancy of any guests of over two weeks per year, prior to their arrival.

Subletting and Assigning: Tenants shall not sublet the entire premises or any part of the premise, nor shall they assign this lease agreement to anyone without the written permission of First Meridian Management.

Prolonged Absences: Tenants shall notify the owners/managers if they plan to be absent from the dwelling for more than ten days, and shall leave written contact information as to how and where they may be reached while gone.

Pets: If First Meridian Management decides to allow a pet, please see the attached Pet Addendum. If a pet is allowed there will be a min \$50 a month Pet fee. This is a fee and not part of the security deposit. Any damages done by the pet will be taken out of the Security Deposit or billed directly to the Tenant.

Drain Stoppages: As of the date of this agreement, First Meridian Management warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. **Do not put anything else down the drains except for toilet paper.** The drains will not accept things such as diapers, sanitary napkins, tampons, wads of toilet paper, balls of hair, grease, oil, food, clothing, rags, dirt or rocks. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, or covered by insurance.

Tenant will be responsible for calling, setting up a time for them to come out and paying for them to get any clog cleared. We highly recommend putting down Green Gobbler Main Line drain cleaner or other non-abrasive products first.

Any damage done to the pipes from a non-trained professional will be the tenant responsibility. Roto Rooter is the company we use and recommend (216) 464-0365.

Tenant is responsible for Clogged drains:

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Smoking: No smoking of any substance is allowed on the premises. If smoking does occur on the premises: 1) Tenant is responsible for all damage caused by the smoking including, but not

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limited to, stains, burns, odors, and removal of debris; 2) Tenant is in breach of this agreement; 3) Tenant, guests, and all others may be required to leave the premises; and 4) Tenant acknowledges that in order to remove odor caused by smoking, the landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit.

Trash: Tenants agree to dispose of their ordinary household trash by placing it into a receptacle for periodic collection. They agree to dispose of their extraordinary household trash, such as Christmas trees, furniture, and other large items by placing them along the curb. If the garbage collectors will not pick up the trash, the tenant is responsible for hauling it to the dump or paying for someone to haul it. At no point will trash be allowed to sit on the lawn or in the common areas for more than 1 week.

Trash will be picked up on the following date and time **ENTER IF KNOWN OTHERWISE LEAVE BLANK** There will be only one set of cans per property so please make sure to take turns setting them out.

Locks / Lock Outs: Tenants agree they will not change the locks on any doors or windows without first obtaining written consent from First Meridian Management. The locks are special Smart Key locks and First Meridian Management can rekey the locks for the tenants at the tenant's request in writing. There will be a \$100 dollar re key fee.

Should the tenants lock themselves out of their dwelling and are unable to gain access through their own resources: they may call upon a professional locksmith or First Meridian Management to let them in. In either case the tenant is responsible for the payment or fees charged. First Meridian Management cannot guarantee they will be available to let the tenant in. However, if First Meridian Management does send someone out there will be a \$100 lockout and convenience fee.

For Rent: Tenant agrees that Landlord, or his agent, may at all proper times with appropriate notice enter into said Premises during the final sixty (60) days of this lease and place thereon notices of "For Rent" and that such notices shall not be interfered with nor removed by Tenant. Tenants will receive a \$100 referral bonus if First Meridian Management is able to rent their unit out before their lease up.

Insect Infestation: First Meridian Management shall further be responsible for any major infestation such as bees, roaches, and fleas if notified within ten days of occupancy. Tenant agrees that thereafter it shall be the tenants responsibility to exterminate any so called "major infestations" and shall be responsible for seasonal problems such as ants, spiders, mice, or rats.

Examination of Premises: Tenant has examined the Premises and has accepted the same as habitable and satisfactory. [For dwelling built before 1978: Tenant acknowledges that Tenant has received a Lead-Based Paint Disclosure Statement and the EPA Pamphlet, 'Protect Your Family from Lead in Your Home,' concerning the Premises. Tenant also acknowledges (Initial Below) receipt of the Lead-Based Paint Disclosure Statement attached to this Lease, any

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supplemental reports or information described in that Disclosure Statement.]. While residing in the Premises, Tenant shall observe and act in accordance with any reasonable rules and regulations that Landlord may adopt.

Inspections: First Meridian Management, or any of its agents or contractors, may enter the Premises at reasonable times for inspections, to show the premises to prospective tenants, purchasers or mortgagors and to make any repairs that First Meridian Management may be required to make by applicable law or that First Meridian Management considers necessary or desirable. Except in the case of emergencies, or unless it is impractical to do so, First Meridian Management will give Tenant at least 24 hours advance notice of the intention to enter the Premises. First Meridian Management will also conduct a quarterly walk through of the entire property. The tenant will be given at least a week's notice for this.

Landlord's Liability: First Meridian Management shall not be liable for any injury or damages to persons or property on or about the Premises, unless (a) caused by the negligence of First Meridian Management or their employees or agents and (b) are of such a nature that the loss or injury would not be covered under a standard policy of renter's insurance. First Meridian Management shall not be liable for personal injury or damage or loss of Tenant's personal property from the, vandalism, fire, rainstorms, smoke, explosions, or other causes not within the direct control of First Meridian Management and for which First Meridian Management is not otherwise legally responsible. To the extent permitted by law, Tenant releases First Meridian Management from all liability for that damage. Nothing contained in this Paragraph shall be construed to limit any liability of First Meridian Management arising by law. If storm, flood, fire or other catastrophe injures or destroys the Premises, this Agreement will terminate at First Meridian Management's option. Otherwise First Meridian Management will restore the Premises and until the restorations are completed, the rent will be abated in proration to any loss of use of the Premises suffered by Tenant.

Insurance: Tenant also agrees to carry renter's insurance covering Tenant's Personal property in the Premises. The insurance policies shall provide that they may not be terminated for any reason without at least 15 days prior written notice to the First Meridian Management. First Meridian Management shall be an additional insured on the policies. Tenant shall also provide a certificate of insurance to First Meridian Management at the beginning of the term of this Lease.

Vehicles: Tenants agree to keep a maximum of ENTER vehicles on the premises. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean. Tenants agree to advise visitors about parking and to take responsibility for where the visitors park. Tenants agreed not to park boats, recreational vehicles, trailers and the like on the premises without first obtaining written permission from First Meridian Management. Tenants also agree not to make repairs to vehicles on the premises.

Vehicle: (Make, Model and License)

- ENTER INFO HERE
- ENTER INFO HERE

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Appliances: Although there may be appliances in the dwelling such as a refrigerator, stove, dishwasher, washer and dryer, the use of these appliances is not included in the rent. If tenants wish to use appliances, they agree to assume all responsibility and care for them, which includes the regular maintenance and any cost of repairs to these appliances. Further, Tenants will return such appliances to First Meridian Management in clean condition, the same condition as received, reasonable wear and tear accepted. If tenants wish to use their own appliances, they may request that First Meridian Management remove the appliance from the premises.

If the appliance does stop working it is the tenant's responsibility to call an appliance repair company, and set up a time for them to come and fix the issue and pay for it.

We would recommend Mr. Appliance: 440-701-4400

First Meridian Management will not pay for any repairs or replacement unless the appliance is over 10 years old.

Tenant is responsible for appliance repairs:

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Windows, Screens, Blinds and Shades: Unless otherwise noted in writing, all windows, screens, blinds and shades are in good condition at move-in. Tenants are responsible for any cracked or broken windows or torn or damaged screens, blinds and shades at move-out.

Smoke Detectors: Tenants shall be responsible for ensuring that existing smoke detectors are in continual working order, including the replacement of batteries if needed. If a smoke detector becomes damaged or otherwise inoperable, Tenants shall immediately notify owners/managers in writing, and be responsible for replacement of the smoke detector.

Damage: Tenants agree to pay for the repairs of all damage that they or their guests have caused.

Maintenance: All repairs should be reported to our office promptly via our service email at **service@fmmrentals.com** . Repairs that can be directly attributed to tenant neglect, or not reported in a timely manner with subsequent damages, will be billed to the tenant.

Carpet Cleaning: Tenants must have all carpets cleaned within 10 days prior to lease termination. Tenants will provide proof of cleaning (receipts) before lease termination. Failure to professionally clean carpets and provide evidence of such will result in a \$50 charge in addition to the cost of the carpets being professionally cleaned.

Fee and charge will be deducted from Tenants security deposit at lease termination. Tenant can contact the following company for services, Ultimate Carpet Cleaning 440-358-1755.

Alterations, Decorations and Repairs: Except as provided by law, Tenants agree not to alter or decorate their dwelling without first obtaining written permission from the owners/managers. Decorations include, but are not limited to, painting and wallpapering. Any decorations made

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by tenants, which are approved in writing by the owners/managers, shall become the property of the owners/managers at move-out.

Liquid Filled Furniture: Tenants agree not to keep any liquid filled furniture in this dwelling without the prior written consent of owners/managers.

Identity of Manager: The persons responsible for managing this dwelling and authorized to accept legal services on Owner's behalf are:

First Meridian Management LLC:

Address: P.O. Box 1599 Mentor, Oh 44061

Business Phone #: 440-345-6366 **Text is preferred.**

Email Address: info@fmmrentals.com (General Questions)

Service Requests: Service@fmmrentals.com (Service Repairs and requests)

Website: FMMrentals.com

In the event of an emergency please call 911
If it something urgent then please email Service and Text 24/7

Peace and Quiet: Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Tenants agree that they will refrain from making loud noises and disturbances, that they will keep down the volume of their voices, music and TV at all times so as not to disturb other people's peace and quiet.

Business Use: Tenants agree to use this dwelling as their personal residence. They agree to conduct no business on the premises.

Lawful Use: Tenants agree that they will not themselves engage in any illegal activities on the premises, nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.

Rental Application: Tenants warrant and represent that the information and statements provided in the rental application signed by Tenants are true and that such application is incorporated herein by reference as though fully rewritten herein. If any information or statements contained in said application is found to be false, First Meridian Management shall have the right to terminate this lease by giving the tenant a 3 days written notice.

Liability: Each person signing this lease as a Tenant is jointly and individually liable for all provisions of this lease.

Waiver of Jury Trial: The parties hereto, hereby waive trial by jury of any proceeding arising out of this lease or tenant's use of the premises.

Service of Process: Every Tenant who signs this agreement agrees to be the agent of the other Tenants and occupants of this dwelling, and is both authorized and required to accept, on

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behalf of the other Tenants and occupants, service of summons and other notices relative to the tenancy.

Service Repairs and Maintenance:

For all Service Requests please email Service@fmmrentals.com and we will try and respond the same day. Please include your Address, Name and issue as well as a picture or video is very helpful in getting the problem fixed.

Tenant Printed Name

X _____
Signature Date

Tenant Printed Name

X _____
Signature Date

First Meridian Management LLC _____
First Meridian Management LLC

X _____
Signature Date