

INCLUSIVE HOUSING RESOURCES

LEASE AGREEMENT

1. PARTIES

LANDLORD: Inclusive Housing Resources
2740 Mack Rd.
Fairfield, OH 45014
513-619-2929

TENANT: «Tenant»



1. AGREEMENT TO LEASE

Inclusive Housing Resources (“Landlord”) hereby lease to Tenant the property located at «Address», a non-smoking unit/property.

2. TERMS OF LEASE

The initial term of this lease shall commence on the «Commence» and will terminate on «Term» unless sooner terminated as herein provided (“Initial Term”).

This lease will automatically renew on a monthly basis unless Management receives from the tenant or provides to the tenant a written notice of intent to terminate at least 30 days prior to the end of this lease.

It is recognized by and between the parties to this lease that “Landlord” owns this property for the purpose of providing residential service for individuals eligible through the County Board of Developmental Disabilities. No person may reside in this property that is not qualified to receive such services (hereinafter “non-qualified person(s)”) without the express written permission of the Landlord.

If the Landlord grants permission for non-qualified person(s) to reside in a dwelling unit with the person served and the person served moves out for any reason, then the remaining non-qualified persons will not be able to continue to reside in the unit. The remaining non-qualified household members will need to vacate the unit at the end of the lease period, but not less than 90 days from when the qualified household member vacated the unit. If the household is in a month-to-month lease, then the remaining household members will have 90 days to vacate the unit.

3. RENT

a Tenant shall pay to Landlord the sum of \$«Rent» Per month as Rent for the Term of the Agreement. Rent is due by the first day of each month, beginning «Beginning». The prorated rent for the month of \$«Prorated_Month» payable upon the commencement of this lease is \$«Prorated_Rent». In addition, Tenant shall pay Landlord a security deposit of \$«Security_Deposit» (“Security Deposit”), prior to move-in, which shall be refunded at the end of the Term assuming no deductions have been taken from the Security Deposit as permitted herein and so long as the Premises have not been damaged by Tenant, reasonable wear and tear excepted.

Check if Applicable: ____ The landlord recognizes that the tenant may be added to the expected or current voucher. When a rent determination is made, the amount owed by this tenant will be adjusted. Notice will be given to the tenant to update the rent due, but until the notice is given, the tenant shall pay ____ per month.

Payments must be sent to: **Inclusive Housing Resources**
2740 Mack Rd.
Fairfield, OH 45014

After the 10th day of the month, the rent is considered overdue and delinquent and a late fee of **\$10.00** will be assessed.

- b. Returned Checks In the even that any payment by the Tenant is returned for insufficient funds (“NSF”) or if the Tenant stops payment, Tenant will pay **\$30** To Landlord for each such check, plus late charges as described above. The returned check must be replaced by money order within twenty-four hours after notification to Tenant by Landlord. Furthermore, Landlord may require in writing that tenant pay all future Rent payments by money order or cashier’s check.
- c. Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of the Tenant including late charges, returned check charges, charge-backs for repairs, periodic utilities, then to rent, regardless of any notations on check.
- d. Any unpaid late charges may, at Landlord’s option, be deducted from the Security Deposit.

4. **SECURITY DEPOSIT**

Upon execution of the Lease Agreement, Tenant shall deposit with the Landlord the sum of \$«Security_Deposit».

- A. **REFUND.** Upon termination of the tenancy, all funds held by the landlord as security deposit are to be applied to the payment of accrued rent, past due charges, and the amount of damages that the landlord has suffered by reason of the tenant’s noncompliance with the terms of the lease agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.
- B. **DEDUCTIONS.** Landlord is entitled to deduct reasonable charges from the security deposit for:
 - a. Unpaid or accelerated rent;
 - b. Late Charges;
 - c. Unpaid utilities;
 - d. Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible.
 - e. Pet violation charges;
 - f. Replacing unreturned keys, garage door openers, or other security devices;
 - g. The removal of unauthorized locks or fixtures installed by Tenant;
 - h. Insufficient light bulbs;
 - i. Packing, removing, storing/disposal of abandoned property;
 - j. Removing abandoned or illegally parked vehicles;
 - k. Costs of reletting, if Tenant is in default;
 - l. Attorney fees and costs of court incurred in any proceeding against Tenant;
 - m. Other items Tenant is responsible to pay under this Lease.

If deductions exceed security deposit, Tenant will pay to Landlord the excess within 30 days after Landlord makes written demand. The Security Deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and unpaid utilities, then to any unpaid rent.

5. OCCUPANCY RULES AND REGULATIONS

The Premises shall be used and occupied solely by the Tenant as a dwelling and no part shall be used at any time for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling. Tenant shall not allow any other person to use or occupy Premises without first obtaining Landlord's written consent to such use the Premises. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the Premises, including but not limited to cleanliness, use, occupancy and preservation of the Premises. Tenant agrees to comply and have his or her visitors comply with all rules in this Lease and those identified in the attached Tenant Welcome Packet. **Tenant acknowledges that other Tenants may live in the home and that all must respect and be considerate of each other. The same is true for Tenant's family members, visitors, and friends.** Tenant will refrain from loud music, loud television, offensive odors, abusive or foul language, aggressive behavior and lewdness that is disruptive to other tenants. Tenants must observe quiet hours between 10 p.m. and 6 a.m.

6. NON SMOKING POLICY

Due to the increased risk of fire, increased maintenance costs and the known health effects of second hand smoke, smoking is prohibited indoors in any area of the property, both private and common. Tenant agrees and acknowledges that the Premises to be occupied by tenant has been designated as a smoke-free living environment. This policy applies to all owners, tenants, guests and service providers. Tenants are responsible for ensuring that family members, roommates and guests comply with this rule. Smoking may occur outdoors, at least twenty (20) feet from any door or window of the Premises or only in designated smoking areas, provided cigarette butts are disposed of in approved containers. Violations of this policy may result in forfeiture of security deposit and/or eviction from the property.

Smoking: The term smoking means any inhaling, exhaling, burning or carrying of any electronic cigarette, lighted cigar, cigarette, tobacco product, or other combustible product in any manner or in any form. Inclusive Housing Resources does not permit the use of marijuana/cannabis in its buildings or on its premises. This includes but is not limited to inhaling, exhaling, burning, or carrying electronic marijuana pens, ingesting edibles or food products containing marijuana.

7. VISITORS

Tenants are permitted to have visitors under this lease. However, Visitors staying longer than 3 consecutive days must register with Landlord and obtain written permission to stay longer than 3 days. Further, any nonconsecutive stays of more than 7 days in a year period also require prior written permission from Landlord and registration of the Visitor. No visiting pets are allowed. (This does not include Assistive/Service Animals.)

8. ABSENCES FROM THE UNIT

From time to time, Tenants may have occasion to be absent from the unit for an extended period. The Landlord's affordable housing units have various subsidies associated which make the unit affordable for Tenant. As a result, if Tenant expects to be absent from the unit for more than 120 days, the

Tenant:«Tenant»
Address: «Address»
Date:«Date»

Tenant must notify the Landlord. The Tenant may be required to vacate the unit, regardless of whether you continue to attempt to or pay rent.

9. ACCESSIBILITY FEATURES OF THE UNIT

The Premises in this Lease Agreement may have features intended to assist individuals with disabilities, including, but not limited to, ramps, roll-in showers, grab bars, widened doorways/hallways, strobes for doorbell/smoke alarms, and sprinkler systems. If Tenant does not have a documented need for these features and there is an application by person who is both eligible for the home and needs the accessibility features, Tenant agrees to move to a comparable, non-accessible unit.

10. AFFORDABILITY REQUIREMENTS

In an effort to provide the Premises at an affordable rent, Landlord has accepted subsidies for the units. Therefore, there are program-related requirements that the Tenant agrees to fulfill. These include, but are not limited to, items such as periodic income and asset reporting, background checks, inspections to ensure safety and sanitation of the unit, and any other program related requirement Tenant agrees to comply with all program requirements, and understands that failure to do so may constitute an instance of non compliance with the lease and subject to all possible lease enforcement provisions.

11. DRUG-RELATED CRIMINAL ACTIVITY

Management maintains a zero-tolerance policy for drug-related criminal activity. Drug-related criminal activity means the illegal manufacture, selling, distributing, or use of any drug for illegal purposes. Tenants are responsible for any drug related criminal activity at the Premises, including but not limited to the activities of visitors or household members, regardless of whether or not the Tenant knew of the drug-related activity. Even a single violation of the zero-tolerance policy will constitute a violation of the lease and will be grounds for eviction. A criminal conviction of a drug offense is not necessary to establish a violation of the lease, A violation of this provision only needs to be shown by a preponderance of the evidence.

12. FIREARMS

All firearms in the possession of Tenants must be licensed in accordance with state and local laws and must be registered with management. All weapons must be stored in locked cabinets. The discharge of any firearms, including but not limited to handguns, rifles, shotguns and other weapons such as BB guns, pellet guns, slingshots, arrows and paint guns is prohibited on the premises. The illegal possession of weapons by a Tenant or visitor is prohibited and constitutes a breach of the lease that will result in termination.

13. KEYS

When there is a need for a physical key, the Landlord has provided **one (1)** key for the Premises. Landlord shall provide additional keys to the Tenant at a non-refundable cost of \$5.00 per key.

If the Tenant locks themselves out and requires the Landlord to unlock the property, there will be a \$25.00 service charge during standard hours of operations and \$35.00 after hours, on weekends and holidays.

The Landlord implemented electronic locks in 2023. Tenants in the unit will complete a permission form for any additional keys that they would like to issue. Each tenant will get either a key fob or access through an app on their smartphone as part of their lease. Any additional keys can be issued through the cellular app or via fob. However, all fobs issued to non-tenants will require consent from the tenant and a deposit of \$25.00, to be refunded upon return of the key fob.

14. HAZARDOUS MATERIALS

Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

15. ACCESS BY LANDLORD

Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, enter the Premises for the following purposes:

- a. To make repairs.
- b. To perform a general inspection of both the inside and outside of the Premises. Generally, inspections occur quarterly, unless otherwise indicated to fulfill a funder inspection requirement, follow up on lease violations, or other inspections needed in the course of property management.
- c. Leave written notice.
- d. Landlord may enter the Premises without Tenant's consent in case of emergency. Landlord may also enter the Premises in order to inspect the Premises, to make ordinary and necessary repairs, to enforce this Lease and after notice of termination is given, to show the Premises to prospective Tenant(s) or buyer(s).
- e. 24 hours notice will be given to Tenant of Landlord's initial intent to show the Premises to a prospective tenant or buyer, Tenant shall be on continuous notice that other such showings may occur during reasonable hours to prospective tenants and/or buyers.
- f. Submission of a work order constitutes permission to enter the property, unless otherwise indicated. With the exception of work orders, the Landlord will provide 24 hour notice to enter the Premises.

If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default.

16. ALTERATIONS

No changes, additions or improvements to the Premises or any Appliances (as defined below) may be made without prior written approval of Landlord. The Premises must be kept free of mechanic's liens resulting from any work done thereon. Tenant will promptly remove any such liens attached to the Premises. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by the Tenant, be and become the property of Landlord and remain on Premises at the expiration or earlier termination of this Lease Agreement.

17. APPLIANCES

Landlord will provide the appliances (“Appliances”) if noted.

- | | |
|-----------------|--------------|
| a. Refrigerator | «Fridge» |
| b. Stove | «Stove» |
| c. Dishwasher | «Dishwasher» |
| d. Microwave | «Microwave» |
| e. Washer | «Washer» |
| f. Dryer | «Dryer» |
| e. Other | : «Other» |

Each Appliance listed above shall be in good working order and shall be maintained by Landlord. Appliances shall be the sole property of Landlord, and shall not be removed or injured by Tenant claim, at any time, compensation therefore.

18. MAINTENANCE

- a. Landlord will be responsible for maintaining the Premises free of pests (**Does not include treatment of bedbugs**). Tenant is responsible for reporting, verbally and in writing, pest issues in a timely manner to the management office for treatment. Please refer to the House Rules for additional information.
- b. Tenant agrees to notify Landlord immediately, via telephone call, email or by conspicuously posting a note during Landlord’s regular inspection days, of any specific item(s) in need of repair or maintenance and shall attempt no maintenance on the Premises or Appliances himself or herself.
- c. Tenant agrees to notify the Landlord immediately upon discovery of any water infiltration or the presence of mold.
- d. Tenant is responsible for the cost of any service(s) for repair/maintenance that is made to any party they contact or contract with, other than the Landlord.
- e. Tenant shall not hold Landlord responsible for any damages or inconveniences caused to Tenant by any contractor/worker hired by Landlord to conduct any maintenance in or on the Premises.
- f. Tenant shall maintain the Premises in a reasonably clean and safe manner.

19. RULES

Tenant will, at their sole expense, keep and maintain the Premises in good and sanitary condition and repair Without limiting the generality of the foregoing, Tenant shall:

- a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which should be used for the purposes of ingress and egress only.
- b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clear order and repair;
- c. Not obstruct or cover windows or doors;
- d. Not leave windows or doors in an open position during any inclement weather;
- e. Not hang and laundry, clothing, sheet, etc. from any window, rail, porch, or balcony nor air or dry any of same within any yard area;

- f. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of the Landlord;
- g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any hygienic wipes (including those labeled as “flushable”, sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by the Tenant.
- h. Tenant and Tenant’s visitors shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents or neighbors;
- i. Tenant and Tenant’s visitors shall keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other residents or neighbors;
- j. Tenant and Tenant’s visitors shall deposit all trash, rubbish or refuse in appropriate trash receptacles and shall not deposit or permit to stand on the exterior of any building or within any common elements;
- k. Tenant and Tenant’s visitors shall abide by and be bound by any and all rules and regulations affecting the Premises or the common area which may be adopted or promulgated by the Condominium or Homeowner’s Association having control over them;
- l. Abide by rules as outlined in the “House Rules” attached and included as part of Lease;
- m. THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Lease Agreement.

20. UTILITIES

The table below outlines which party is responsible for utilities on the site.

Electricity	«Electric»
Gas	«Gas»
Water and Sewer	«Water_and_Sewer»
Trash Removal	«Trash»
Internet Services	«Internet»

Any other utilities desired by the tenant will also be the sole responsibility of the tenant. Electricity, gas (when applicable), trash removal, water and sewer must be kept in service to the Premises at all times. Late payment of utilities is considered a lease violation. Where applicable, service must be established in a Tenant’s name upon signing the lease. Tenant agrees that Landlord shall have the right to suspend such services in the event of an emergency or accident or to facilitate repairs or alterations to be made to the Premises or elsewhere on Landlord’s property. In addition, Tenant shall supply garbage cans with lids. On garbage pickup day, Tenant shall properly store and secure garbage cans and take/return cans to/from curb in a timely manner.

21. PERSONAL INJURY AND/OR PROPERTY DAMAGE

- a. Tenant agrees to use and occupy the Premises in a careful, safe, lawful and proper manner. Reasonable wear and tear will be the expense of Landlord.
- b. Landlord will not be liable for property damage or personal injury occurring on the Premises regardless of cost unless the damage or injury results from the negligence of Landlord.
- c. Tenant agrees to pay for all repairs to the Premises and its contents, which are necessary due to lack of care on the part of Tenant or his or her visitors, including paid service providers.

d. Tenant agrees to reimburse Landlord for actual cost incurred for excessive or abnormal damage including, but not limited to, broken glass, toilet stoppage, pet damage, excess wall damage, damage to appliances and other like items, within 30 days of Tenants receiving an invoice for the cost thereof. In addition, excessive or abnormal damage due to Tenant's negligence will be repaired by Landlord and billed to Tenant.

e. If the property is damaged by fire, or other cause, Landlord shall repair the property, within a reasonable time period. Tenant is responsible for notifying Landlord of such damages.

f. If the extent of the damage is so extensive so as to render the property untenable, Tenant will not be required to pay rent from the time of the damage until the property has been restored to its previous condition.

g. In case of damage such as fire, flood, or other disasters, the Landlord is not responsible to replace tenant's personal belongings. The tenant may purchase renters' insurance at the time of move in or any time afterwards. The landlord does not require tenants to purchase renters' insurance.

Waiver of Subrogation. Landlord and Tenant each hereby release the other from any and all liability or responsibility for any loss, injury or damage to the other's real and/or personal property caused by fire or any other casualty insured by a standard "all risk" property insurance policy during the Term of this Agreement, even if such fire or casualty may have been caused by the negligence (but not the willful misconduct) of the other party or one for whom such party may be responsible. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees if required by said policies to give to each insurance company which has issued to it policies of fire and extended coverage insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

22. SERVICE PROVIDERS

Landlord acknowledges that Tenant may have a Service Provider to support their needs. For the purposes of this Lease, the Service Provider will be considered a guest of the Tenant and is subject to the requirements of the Lease as outlined in the various sections of the lease.

Furthermore, it is understood that keys/access to the Premises may be requested by individuals who provide services to Tenant. Landlord agrees to provide a key/access to such service providers upon the request of the Tenant. However, Tenant agrees that Landlord has no responsibility and/or liability for the activities of such service providers while on the Premises. Tenant agrees to indemnify and hold Landlord harmless from any liability resulting from the activities of such service providers.

23. ABANDONMENT

If at any time Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever, Landlord may, at Landlord's discretion, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any remaining part of the then unexpired term and may receive and collect all rent payable by virtue of such reletting and, at the Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease Agreement during the balance of the unexpired term, if the Lease Agreement had continued in force, and the net rent for such period realized by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by the Tenant, then Landlord shall

consider any personal property belonging to the Tenant left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

24. CHANGES TO TERMS AND CONDITIONS

Tenant will not be entitled to any reduction or abatement of rent or other compensation when services or utilities are interrupted by cause beyond the control of Landlord or by repairs, alterations or improvements to the Premises.

25. ASSIGNMENT, SUBLET

Tenant shall not assign his or her obligations under this lease, sublet or otherwise permit anyone else to live or rent any portion of the Premises without Landlord's prior written consent. Notwithstanding this Paragraph 25 and subject to Landlord's approval, Tenant may contract with a Live-In companion for daily support services, in accordance with and subject to the provisions of paragraph 34 hereof.

26. WAIVER

No provision of this Lease shall be amended or extended except in a writing signed by all parties. Landlord shall not be considered to have waived any of the rights, covenants or conditions unless evidenced by its written waiver, and the waiver of one default or right shall not constitute permanent waiver of that default right, nor the waiver of any other right hereunder. The acceptance of rent shall not be construed to be a waiver of any breach or condition of this Lease.

27. AMENDMENTS

Any amendment of this lease must be in writing, signed by both Landlord and Tenant.

28. NOTICES

Notices must be in writing and must be mailed via United States Mail postage pre-paid or hand delivered to all parties. Any notices will be delivered to the Tenant at the Property address and to the Landlord at 2740 Mack Rd., Fairfield, OH 45014.

29. RENTAL INSURANCE

Tenant acknowledges that Landlord maintains no rental insurance with respect to the Premises and Landlord recommends that Tenant secure rental insurance to cover all personal property located thereon.

30. ATTORNEY'S FEES

Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

31. CONDITION OF PROPERTY

All parties recognize that Inclusive Housing Resource's properties are buildings and cannot be in perfect condition. It is understood that "*meticulous request*" from Tenant might be considered unreasonable due to the normal nature of imperfection of older buildings. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of the Lease in good order repair, and in

a safe, clean, and tenantable condition. Any defects must be noted on the Move In/Move Out Inspection form and provided to the Landlord.

32. TERMINATION OF LEASE

Upon expiration of the Initial Term, either party may terminate this Lease upon thirty (30) days written calendar notice to the other party except as may be otherwise noted in an addendum. At the end of the 30 day notice period, the Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease Agreement, reasonable use and wear excepted. In addition, Landlord may terminate this Lease and evict Tenant immediately upon the occurrence of any of the following events:

- a. Tenant defaults under any provision of this Lease;
- b. Tenant is convicted, pleads guilty or nolo contendere to any criminal wrong-doing while a Tenant of the Premises;
- c. In the sole opinion of Landlord, Tenant is likely to harm himself or herself, other persons on or near the Premises, or the Premises; or
- d. The Premises are not kept, in the sole opinion of Landlord, in a reasonably clean manner, in which case, Landlord may, if required, hire a cleanup crew to clean the Premises, the cost of which will be invoiced to Tenant.

In the event a Tenant termination of the Lease, and the procedures for terminating the lease are not be followed, Tenant shall forfeit the security deposit. Furthermore, if the resident terminates the lease prior to expiration; the security deposit shall be forfeited as well.

33. PETS AND PET SECURITY DEPOSIT

No pets are allowed on the Premises with the exception of fish, unless permission is granted in writing by landlord. Permitted pets shall require an additional security deposit ("Pet Security Deposit") and the signing of a "Pet Addendum". An executed Pet Addendum shall be an attachment to this lease. Unauthorized pets must be removed within five (5) days of notification by Landlord. Tenant is responsible to immediately pay for any damage, loss or expense caused by the pet. If no Pet Security Deposit has been collected, or if any Pet Security Deposit does not cover damages, such damages may be billed to Tenant. Assistance Animals are not considered pets under this lease. Though Assistance Animals are not considered pets under the lease, the Tenant is responsible for complying with any Landlord requirements to ensure safety, peaceful enjoyment, and condition of leased premises. If you require an assistance animal, please contact the management office for a reasonable accommodation request.

☐ Landlord has received \$«Pet_Deposit» as Pet Security Deposit and signed Pet Addendum Dated «Pet_Agreement_Date».

34. LIVE-IN SERVICE AND CARE PROVIDERS

Tenant may contract with a qualified and willing Service Provider for daily support services. Staff of the provider may reside on the Premises, if that staffing pattern is approved by the Service Provider and has Landlord's written consent. Relatives or friends of a Live-In staff member may not stay overnight on the Premises without the prior written consent of the Landlord. If, in the sole opinion of Landlord, a "live-in" staff member has utilized the Premises for his or her own gain and in a manner inconsistent with his or her obligations as a Service Provider to Tenant, Landlord shall so notify Tenant and may withdraw Landlord's consent permitting the "live-in" staff member to reside on the Premises.

Service/Care Providers may not utilize any vacant bedroom for office/staff space without approval of the Landlord and/or a signed lease authorizing rental of the space.

35. SEVERABILITY

If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of this Lease will not be affected.

36. EMINENT DOMAIN

In the event of a taking under the right of eminent domain of all of the Premises, or of a portion of the Premises which, in Landlord's reasonable opinion, leaves the remaining portion of the Premises not reasonably usable for Tenant's entire purposes hereunder, then this Lease and Tenant's obligation to pay rent hereunder shall terminate when Tenant's right to possession is terminated.

37. DISCLOSURE OF INFORMATION ON LEAD BASED PAINT HAZARDS

Tenant acknowledges that Landlord has provided him or her with notice of any and all lead-based paint hazards located on the Premises as more specifically described on "The Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" attached hereto. In addition, Tenant has been afforded an opportunity to ask any and all questions regarding the presence of any such hazards and is satisfied with all information provide to him or her.

38. ENTIRE AGREEMENT

This Lease represents the entire agreement between Landlord and Tenant and supersedes all previous discussions or agreements, whether oral or written.

(Signatures on Following Page)

INCLUSIVE HOUSING RESOURCES

BY _____ DATE _____

(Name & Title)

TENANT

The Tenant and/or legal representative's signature below attests to his/her understanding of the terms and conditions of this lease and the Tenant's obligations and rights contained herein.

BY _____ DATE _____

BY _____ DATE _____

Guardian

Witness