

6310 Middlebranch Ave NE

Investor Tenant Summary

Property Information

Property Address	6310 Middlebranch Ave NE, Canton, OH 44721
Occupancy Status	Tenant Occupied
Current Monthly Rent	\$1,824.00
Current Lease Status	Month-to-Month Tenancy

Notice Requirements

Tenant Vacate Notice Requirement	60 Days Written Notice
Landlord Lease Modification Notice Requirement	30 Days Written Notice

Security Deposit

Security Deposit Transferring at Closing: \$1,824.00

Rent Collection

- Tenant pays rent via direct deposit.
- Rent is typically received on the 1st day of each month.
- No known payment issues or collection concerns.

Occupancy Details

- Approved Occupants: 2 Adults, 2 Children
- Approved Pets: 2 Cats
- Tenant Since: October 2025

Utilities and Maintenance – paid by tenant:

- Electric
- Gas
- Water
- Sewer
- Trash Removal
- Internet/Cable
- Lawn Care
- Snow & Ice Removal
- Pet Waste Disposal

Current Tenant Status

- As of July 12, 2026, tenant has not indicated any intention to terminate occupancy.
- Tenant has expressed interest in remaining in the property following the sale.

Special Arrangements

Tenant currently utilizes the dumpster located at 6316 Middlebranch Ave NE at no charge under a verbal agreement with the current owner.

This arrangement is not part of the written lease and may be continued, modified, or discontinued by the purchaser after closing.

Additional Lease Highlights

- Non-smoking property.
- Tenant is required to maintain renter's insurance.
- Security deposit transfers to purchaser upon sale.
- Appliances included: Range/Oven, Refrigerator, Dishwasher, Microwave, and Garbage Disposal.

Your rent application has been approved and we welcome you to your new home.
Please read and sign this lease agreement.

ALL PARTIES LISTED BELOW AGREE TO THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT (hereinafter called the "Lease"), made this 10th day of **November 2025**, by and between [REDACTED] (collectively referred to as "Tenants"), for the premises at **6310 Middlebranch Ave NE, Canton, OH 44721** (hereinafter called the "Premises") and **John Draggi** (hereinafter called the "Owner/Landlord") who owns the Premises and whose address is **6316 Middlebranch Ave NE, Canton, OH 44721**. All rents, communications, notices, and /or correspondence will be sent to the above address. The Landlord has the right to change the above-mentioned address.

1. The initial TERM of this LEASE will begin on **November 01st, 2025** and continue for **05** months, ending on **March 31st, 2026** (the "Initial Term"). If the Tenant takes possession of the Premises before the Initial Term or remains in possession thereafter, then this Lease shall apply to such additional period. If Tenant and/or Landlord fail to give **at least a 60-day** written notice of their intention to terminate, then this Lease shall continue on a **month-to-month** tenancy and shall be governed by the terms of this Lease. Such month-to-month tenancy shall commence on the first day of each successive month and shall end on the last day of each month. During the month-to-month tenancy, Landlord shall have the right to change terms (such as rent payable or other provisions) by giving Tenant written notice at least thirty (30) days prior to implementing such changes. Thereafter, Tenant's continued possession shall constitute acceptance of such changes.
2. ~~**THIRD PARTY PAYOR** Landlord and Tenants agree that third party _____, is authorized to pay rent and/or advance the refundable security deposit on behalf of Tenants to Landlord. It is also agreed that _____, unless terminated by Tenants, shall have the authority to request extensions, give notice to vacate, and give any other notices required pursuant to this Agreement to Landlord on behalf of Tenants.~~
3. MONTHLY RENT DUE FOR INITIAL TERM SHALL BE **\$1,824.00**, to be paid in advance on or before the first day of each month, without deduction or demand to the following address: **BetterBuilt.com, Attn: John Draggi, 6316 Middlebranch Ave NE, Canton, OH 44721** or at such other place designated from time to time. All payments are applied to the oldest charge amount. **A late fee of \$50.00 per month for each month that a payment is late shall be assessed for all rent or other payments not received by due date, and shall become part of rent due. In addition to other charges set forth in this Lease, there will be a charge of \$40.00 for each check paid by Tenant that is returned unpaid for any reason.** Such charge shall become part of rent due and shall be paid with the next rental payment. All dishonored checks must be replaced with a certified check or money order within twenty-four (24) hours after notification by Landlord. If Tenant pays with more than one (1) dishonored check within any one-year period, all future payments must be made by a certified check or money order. If Tenant fails to timely pay the late fee or to replace a dishonored check as herein required, Tenant shall be in default of this Lease.
4. ELECTRONIC DEPOSIT is the preferred method of rental payment. Tenant will work with the Landlord to setup a non-fee ACH/EFT based payment method such as BillPay, Zelle, or others supported by both the sending and receiving bank with-in 05-days of signed lease or rental deposit.
5. PARTIAL MONTHLY RENTAL is in the sole discretion of the Landlord and requires the Tenant to provide a written notice for review and acceptance at least thirty (30) days prior and if agreed to by Landlord will be due at a pro-rated rate in the amount of 1/20 of the total monthly rent per day.
6. OCCUPANCY – Tenant hereby acknowledges that only those individuals listed on the rental application shall occupy the Premises without the Landlord's prior written consent. **The premises shall be used and occupied by Tenants and Tenants' immediate family, consisting of (2) two adults, (2) two children, and (2) two pets, exclusively, as a private single family dwelling. Tenants shall comply with any and all laws, ordinances, rules and orders of any and all governmental units.** No additional individuals may occupy the Premises without Landlord's prior written consent. Additional occupants may result in additional rents, and/or a breach of this Lease at Landlord's option.

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7. MONEY DUE BEFORE POSSESSION OF PREMISES IS TAKEN:

FIRST MONTH RENT, PAID November 1 st , 2025	\$1824.00
REFUNDABLE SECURITY DEPOSIT, PAID 9 & 10/2025	\$1824.00
PRO RATA RENT FOR 0 days at 1/20 prior to Initial Term for	\$0.00
Non-refundable/ONE-TIME PET FEE, November 1 st , 2025	\$500.00
LAST MONTH RENT	\$0.00
One-Time Move in by November 1 st discount	(-) \$500.00
OTHER	INCLUDED
TOTAL DUE BEFORE POSSESSION IS TAKEN:	\$0.00

8. APPLIANCES – Landlord shall provide the following checked (X) items and appliances as part of this Lease: Range/Oven X, Refrigerator X, Dishwasher X, Microwave X, Garbage Disposal X. All other desired appliances shall be at the cost of and provided by the Tenant. The Tenant agrees to keep the filters, coils, and all appliances clean, and assumes all liability for any damage caused by the Tenants' negligence in the care of these appliances.
9. UTILITIES – **Tenant shall be responsible for arranging and paying** for the following utilities and services which are checked (X): Snow/Ice Removal X, Mowing X, Electric X, Gas/Oil X, Water X, Septic NA, Sewer X, Trash Removal X, Lawn Care X, Well Pump NA, Sump Pump NA, Water Softener NA, Cable/Internet Service X, Pet Waste Disposal X, Other _____. Tenant agrees not to install any of the following unless agreed upon in writing by the Landlord: Air Conditioner, Dishwasher, Space Heater, or a Water Bed. Tenant agrees that no other heat producing appliance or one that would overload the electric supply is permitted. A portion of these utility services, whether paid by the Tenant or the Landlord, may be used or shared by other Tenants. Landlord shall not be liable for damages resulting from failure to pay for utilities for which Tenant is responsible. Landlord shall have the right to temporarily interrupt the service of utilities if there is an accident affecting the same or to facilitate repairs or alterations. Tenant may not add any new or modify any existing utilities without prior written consent of the Landlord. **The Canton City water department does not transfer the water bills directly into the Tenants name however they will provide a copy of the water bill directly to your address and the balance shall become part of rent due. Tenant shall setup autopayment directly with them with-in 05 days of the initial term of this lease, account number 54716-001**
The Stark County Sanitation department does not transfer the sewer bills directly into the Tenants name however they will provide a copy of the sewer bill directly to the owner, the owner will provide you with a copy and the balance shall become part of rent due.
10. PROHIBITED ITEMS – a) Tenant shall not permit any hazardous act to be performed in, on, or about the Premises. If the Premises become uninhabitable by reason of fire or other damage resulting from Tenant's (or Tenant's agents, invitees, or guests) negligence, Tenant shall pay Landlord all costs and expenses incurred to return the Premises and any other property of the Landlord to the prior condition, and Tenant shall remain liable for all rent under this Lease and any other rent which Landlord loses as a result thereof. b) ~~No grills or other barbecue equipment shall be used on the Premises or any common area or grounds associated with the Premises.~~ **Grills or other barbecue equipment is permitted provided it is not used inside the house and remains at least 10' away from all structures such as fences, house, shed, etc. Damage due to grilling or barbecue equipment is the sole responsibility of Tenants** c) Tenant shall not maintain or store in, on, or around the Premises, for more than twenty-four (24) hours any disabled or inoperable vehicle for any reason. Tenant shall not perform mechanical or cosmetic work on any vehicle on the Premises. Tenant or his agents, servants, invitees, guests, shall not park any vehicles on the lawn. Boats, trailers, motor homes, or recreational vehicles shall not be parked on the driveways. d) Tenant agrees not to install any additional locks or change existing locks on the Premises without a prior written consent of the Landlord. A charge of \$50 shall be made for lockouts, rekeying and/or replacement of locks.
11. NON-DELIVERY OF POSSESSION – In the event Landlord cannot deliver possession of the Premises to Tenants upon the commencement of the Lease term, Landlord or its agents shall have 24 hours in which to give possession, and if possession is tendered within such time, Tenants agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, then this Agreement and all rights hereunder

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may be terminated immediately or at any time before possession is delivered at the option of Tenants. If this option is exercised, all funds forwarded to Landlord must immediately be returned to the payee.

12. **PETS – Two Pets (Two well behaved 3-year-old kitties)** shall be permitted in, on, or around the Premises. The Landlord reserves the right to require an addendum pet agreement and charge additional rent if pets are permitted on the Premises. Tenant will assume all liability for this privilege.
- a. All dogs are required by Ohio law to wear a license tag on their collar at all times.
 - b. It is highly recommended to keep your pet's rabies tag on their collar that is worn at all times.
 - c. The Tenants will maintain a valid licensing and rabies vaccination certificates issued by a licensed veterinarian.
 - d. The Tenants will comply with all Federal, State, and local laws regarding their pets.
 - e. No reptile, fish, or pet that is considered a poisonous species is prohibited.
 - f. The Tenants cannot house any exotic animals or livestock in the rental home.
 - g. The breeding of animals is prohibited on the Premises.
 - ~~h. Cats and dogs must be neutered/spayed.~~
 - i. Any damages to the Leased property caused by a pet or an aquarium leak must be immediately repaired, cleaned, and/or replaced at the Tenant's expense.
 - j. The Tenant must protect the property from odor, infestation and stain by cleaning it.
 - k. The Landlord reserves the right to inspect the Leased property periodically in order to assess any possible damages.
 - l. The Tenants agree to clean and properly dispose of all pet waste, outside of the rental property, on a daily basis.
 - m. The Tenants agree to clean and properly dispose of all pet waste, inside of the rental property, immediately.
 - n. If an existing Pet passes away, a new replacement Pet may not be acquired without Landlord approval.
 - o. If Tenants consider acquiring a pet in the future, Tenants must first contact the Landlord to gain approval, complete a new addendum, and pay any required fees before bringing a new pet on the Premises. Failure to do so is a direct violation of the lease agreement.
13. **USE AND OCCUPANCY** – The restrictions contained hereunder are material obligations under this Lease.
- a. Tenant shall use the Premises only for residential purposes and shall not permit any unlawful or immoral practices to be connected with or carried on in, on, or around the Premises, and shall not disturb surrounding neighbors/Tenants, or create a fire hazard. Any breach of this Lease as to the use and occupancy constitutes grounds for immediate eviction and termination of this Lease, an option the Landlord may or may not exercise. Failure to exercise this option shall not constitute a waiver by the Landlord of the right to evict the Tenant for any future breaches of this Lease.
 - b. Tenant shall not engage in or permit any drug-related or other criminal activity, or any activity that is, in Landlord's sole discretion, otherwise injurious to the community or its reputation.
 - c. For purposes of this section, receipt by Landlord of complaints which are deemed to be valid shall be evidence of violation under this section.
 - d. Each unit is permitted to utilize no more than **six (6)** parking spaces however Tenants are permitted to use the entire parking lot for residential purposes. Tenants may also use the parking lot for their guests to park while visiting the Premises and for which may exceed **six (6)** parking spaces.
 - e. At Landlord's sole discretion, Landlord may temporarily use the grass or extra parking spaces provided items are not left unattended more than a few hours. Landlord shall not store vehicles, campers, or any other items on the Premises. Landlord shall not require Tenants to clear snow or ice from parking lot for Landlord's temporary use.
 - f. Tenant shall maintain a safe and clear passageway to allow access to all exits from the Premises.
 - g. Tenant shall be solely responsible for the security of Tenant's apartment and shall be responsible for any act, failure to act, or negligence on Tenant's part or part of Tenant's agents, servants, invitees, or guests.
 - h. All balconies, patios, or decks, if present, shall be maintained by Tenant and shall be kept neat and orderly. No laundry, boxes, bags, and other unsightly objects shall be placed on the balcony, patio, or deck area.
 - i. Tenant shall not leave any items in, on, or around the Common Areas of the Premises that may be deemed unsightly or hazardous.
 - j. Tenant is NOT permitted to have a trampoline.

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14. **HAZARDOUS MATERIALS** – Tenants shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous by any responsible insurance company.
15. **TERMINATION** – a) The Landlord or the Tenant may notify the other in writing at least sixty (60) days before the end of the Term of Landlord's or Tenant's intention to terminate or renew the Lease, at the end of the Term. Tenant has no right to terminate the Lease before the end of the Initial Term. **If neither party so terminates this lease, it shall automatically become a month-to-month tenancy.** b) The month-to-month tenancy may be terminated by either party by giving a written notice of intention to terminate at least sixty (60) days before the beginning of the next monthly term. c) Tenant agrees to permit the Landlord to show the Premises during the last thirty (30) days of this Lease term.
16. **SECURITY DEPOSIT** – The security deposit shall be deposited in the Landlord's operational account until this Lease and Tenant's possession of the Premises is terminated. The security deposit shall be returned within thirty (30) days after termination of this Lease and delivery of possession of the Premises to Landlord. **TENANT MAY NOT APPLY THE SECURITY DEPOSIT AGAINST THE LAST MONTH'S RENTAL PAYMENT.** If Premises is sold during any term of the Lease, the Landlord will transfer the security deposit to the purchaser and shall be relieved of all liability. The security deposit shall be returned to Tenant without interest subject to and upon condition of the following:
- a. Tenant has complied with the full terms and provisions of this Lease and the Ohio Revised Code. If the Tenant breaches this Lease, the Landlord shall also deduct the cost of preparing the Premises to be re-rented and any commissions to obtain a Tenant.
 - b. Tenant has given Landlord proper notice prior to leaving the Premises and returned all keys.
 - c. Tenant has cleaned entire Premises. All debris and discards are to be placed in proper rubbish containers.
 - d. Tenant replaces all burned-out lights bulbs with equal quality and wattage as existed at the time Tenant moved in.
 - e. If not reimbursed previously, Landlord may deduct the cost of any repairs, replacements, redecorating, and refurbishing of the Premises caused by anything other than reasonable wear and tear. Scratches and indentations are not considered reasonable wear and tear.
 - f. Any unpaid late charges, delinquent rents, or unpaid invoices will be deducted from the security deposit.
 - g. For any repairs that the Landlord makes, the labor rate will be calculated as seventy-five dollars (\$75) per hour.
17. **DAMAGE TO PERSON OR PROPERTY** – By executing this Lease, Tenant, for Tenant, and Tenant's heirs, agents, servants, invitees, and guests, agrees and acknowledges that Landlord shall have no liability for injury to person or damage to property from any cause whatsoever. Tenant, together with Tenant's heirs, agents, servants, invitees, and guests, hereby agree to hold the Owner, Landlord, and their heirs, successors or assigns, harmless from any and all loss, damages, liability, claims, and expenses. Tenant understands and agrees that Tenant will look only to Tenant's own insurance for any loss, damage, or claim. For this reason, **IT IS REQUIRED THAT TENANTS MAINTAIN RENTER'S INSURANCE ON THE PREMISES DURING THE ENTIRE TERM OF TENANCY AND LIST LANDLORD AS A BENEFICIARY. FAILURE TO DO SO MAY RESULT IN DAMAGES WHICH WILL NOT BE COMPENSATED BY LANDLORD OR ANY INSURANCE CARRIER OF THE LANDLORD.**
18. **ACCESS** – Tenant agrees to allow the Landlord or Landlord's agents to have free access to all areas of the Premises at reasonable times and upon a 24-hour notice (except in emergencies or if it is impractical to give the same) for the purpose of inspecting the Premises, making ordinary, necessary or agreed repairs or improvements. Tenant agrees not to unreasonably withhold Tenant's consent to such entry. If Tenant is not available to authorize entry, the Landlord or Landlord's agents may enter the Premises without liability provided that the Landlord and Landlord's agents exercise ordinary and reasonable care to protect Tenant's property.
19. **SMOKE DETECTION DEVICES** – Landlord assumes no liability for the failure of smoke detection devices. By accepting the Premises and signing this Lease, Tenant acknowledges that said smoke detection devices are in good working condition. **THE TENANT ASSUMES THE RESPONSIBILITY FOR MAINTAINING THE SMOKE DETECTION DEVICES, INCLUDING REPLACING THE BATTERIES OR THE ENTIRE UNIT IF SEALED.**

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20. **MAINTENANCE OF THE PREMISES** – Landlord agrees to perform maintenance on the Premises only when caused by ordinary wear and tear, or by acts of nature, or forces beyond the Tenant's control. Tenant shall inspect the Premises within seven (7) days after taking possession and report any defects in writing to Landlord. **The Premises shall be deemed free from defects, in good order, repair, and in a safe, clean and habitable condition at the inception of Tenant's possession unless Landlord receives such written notice.** Tenant shall pay the cost of replacing all broken glass or torn screens, burned out lights, fluorescent starters, and unstopping of all plumbing. **Tenants will be responsible for any repairs due to Tenants' neglect. Tenants shall not make any alterations, changes, or improvements to the Premises without Landlord's prior written consent. Landlord will be responsible for all other repairs to the property and for repairs to any appliances or furnishings provided by Landlord. In the event of an infestation of insects, vermin, rodents, or any other creature, Tenants shall immediately inform Landlord of the infestation and Landlord shall be responsible for eliminating the infestation through treatment and/or extermination. Landlord shall be responsible for removal and/or treatment of any mold or other harmful parasites, pathogens, or other chemical or biological health hazards unless such hazards were caused by the negligent, reckless, willful or wanton conduct of Tenants. Tenants shall immediately notify Landlord of any needed repairs or treatment and any such repair or treatment shall be completed within a reasonable period of time. A reasonable period of time shall be within one week unless the repair or treatment would reasonably require additional time. Any defects that cause an emergency situation or health or safety risk shall be remedied immediately upon notice.**
21. **NO SMOKING OR VAPING ON THE PREMISES** – No smoking of any substance is allowed on the premises. If smoking or vaping does occur on the premises: a) Tenant shall be responsible for all damage caused by the smoking or vaping including, but not limited to, stains, burns, odors, and removal of debris and odors; b) Tenant shall be deemed in breach of this agreement; c) Tenant, guests, and all others may be required to vacate the premises; and d) Tenant acknowledges that in order to remove odors caused by smoking or vaping, 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.
22. **SUBLETTING** – **Tenant shall not assign this Lease or sublet or grant any license to use the Premises or any part thereof, without Landlord's prior written consent.** Such consent, if given, shall in no way relieve Tenant from Tenant's obligations under this Lease.
23. **NON-WORKING FIREPLACES** – This house contains one fireplace that has been deemed unsafe for use by a qualified and licensed chimney inspection company. The use of the fireplace is explicitly prohibited. If fireplace use does occur on the premises: a) Tenant shall be responsible for all damage caused from using the fireplace including, but not limited to, stains, burns, odors, and removal of debris and odors; b) Tenant shall be deemed in breach of this agreement; c) Tenant, guests, and all others may be required to vacate the premises; and d) Tenant acknowledges that in order to remove odor caused by use, 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.
24. **SURRENDER OF PREMISES** – Upon the expiration of the lease term, Tenants shall surrender the Premises in good condition, normal wear and tear excepted.
25. **QUIET ENJOYMENT** – Provided Tenants is in compliance with the terms of this Agreement, Tenants shall be entitled to quiet enjoyment of the Premises.
26. **DEFAULT** – If Tenant fails to pay any installment of rent when due, or any other sum to Landlord when due, or shall default and/or violate any other terms of this Lease, Landlord may, without terminating this Lease, reenter and repossess the Premises as provided by Chapter 1923 of the Ohio Revised Code. Should Landlord reenter and repossess the Premises, Landlord may remove all persons and personal property from the Premises and Tenant shall assume full responsibility for any loss of damage resulting from such removal. Should Landlord obtain a new tenant to lease the Premises, Landlord shall charge a commission of \$6000 in connection with its services to re-lease the Premises. **IN ANY EVENT, TENANT REMAINS LIABLE FOR ALL RENT OWING UNDER THIS LEASE UNTIL LANDLORD IS ABLE TO RE-LEASE THE PREMISES. TENANT HEREBY CONSENTS TO THE JURISDICTION OF THE MUNICIPAL COURT.**

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27. **REMOVAL OF PERSONAL PROPERTY** – If, after Tenant’s default of this Lease, or upon expiration of this Lease, Tenant moves out and fails to remove any and all personal property, then such property shall be deemed abandoned, and Landlord shall be free to dispose of such property without liability.
28. **LEASE BREAK** – Tenants may immediately and without penalty terminate this Agreement if for reasons beyond the control of Tenants, the Premises becomes uninhabitable or presents a risk to health or safety. Landlord may immediately and without penalty terminate this Agreement should Tenants engage in criminal behavior on the Premises or intentional destruction or waste of the Premises or if governmental restrictions prevent the property from having a residential lease.
29. **LATE CHARGE** – In the event that any payment required to be paid by Tenants hereunder is not made by the due date, Tenants shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" of \$50.00 per month for each month that a payment is late. The “late fee” shall be assessed for all rent or other payments not received by the due date, and shall become part of rent due.
30. **ASSIGNMENTS** – In the event of transfer of title to the Premises by Owner, Owner and Landlord shall be free of all further liability contained in this Lease or required by law. Owner may transfer its interest in the Premises without Tenant’s consent.
31. **SEVERABILITY** – The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion of this Agreement.
32. **GOVERNING LAW** – This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State in which the leased property is located.
33. **MODIFICATION** – The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
34. **ENTIRE LEASE** – This written Lease constitute entire Lease and no oral statement shall be valid or enforceable. If there is more than one Tenant on this Lease, each Tenant is jointly and severally liable for the Lease’s full performance. Any ruling that a clause of this Lease is invalid, shall not invalidate any other clauses of this Lease.
35. **EARLY TERMINATION** – Tenant has a right to terminate the lease early in the event of hardship. For purposes of this Lease, three specific cases of hardship are defined as (1) loss of employment, (2) relocation of employment outside of the state, or (3) serious illness (including disability) of the Tenants or members of the Tenants’ immediate family occupying the Premises, causing Tenant to leave employment. Any other proposed cases of hardship will be considered on a case-by-case basis and considered in good faith by Tenant and Landlord. In all cases of early termination, Tenant shall give Landlord a written notice of the intention to terminate the lease early with proof of reasons for such termination. If the Landlord accepts the reasons of early lease termination, Landlord shall issue a written notice of lease termination effective the last day of the month following the month in which the Tenant's early termination notice was received by Landlord. Tenant shall be responsible for the rents payable through the month in which early termination will occur. If Tenant is self-employed, an example of case-by-case basis of hardship will be bankruptcy or dissolution of Tenant's business(es) that contributed to more than half of Tenant's gross income on the previous year's federal income tax return.
36. **FORCE MAJEURE** – Landlord shall not be responsible or liable for delays in the performance of its obligations hereunder when caused by, related to, or arising out of acts of God, sinkholes or subsidence, strikes, lockouts, or other labor disputes, embargoes, quarantines, weather, national, regional, or local disasters, calamities, or catastrophes, inability to obtain labor or materials (or reasonable substitutes therefor) at reasonable costs or failure of, or inability to obtain, utilities necessary for performance, governmental restrictions, orders, limitations, regulations, or controls, national emergencies, delay in issuance or revocation of permits, enemy or hostile governmental action, terrorism, insurrection, riots, civil disturbance or commotion, fire or other casualty, and other causes or events beyond the reasonable control of Landlord (“Force Majeure”).

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37. PICTURE AND WALL HANGING – In order to mitigate potential maintenance obligations and minimize expenses associated with turnover at the conclusion of the lease term, Tenant is strongly encouraged to utilize non-damaging adhesive products, such as “3M Command Strips” or comparable alternatives, for the purpose of affixing pictures, artwork, or other decorative items to wall surfaces. The use of nails, screws, or other hardware that may result in damage to walls is discouraged. Tenant shall be solely responsible for any and all costs incurred by Landlord in connection with the repair of wall damage caused by improper hanging methods.
38. In the event that Landlord shall fail to enforce any term under this Lease, such failure shall not constitute a waiver of Tenant’s future obligations, nor prejudice Landlord’s rights under this Lease.

Owner/Landlord Signature: Date:

PRINT NAME:

TENANT Signature: Date:

PRINT NAME:

TENANT Signature Date:

PRINT NAME:

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6323 Middlebranch Ave NE

Investor Tenant Summary

Property Address	6323 Middlebranch Ave NE, Canton, OH 44721
Occupancy Status	Tenant Occupied
Current Monthly Rent	\$1,800.00
Current Lease Status	Month-to-Month Tenancy

Notice Requirements

Tenant Vacate Notice Requirement	60 Days Written Notice
Landlord Lease Modification Notice Requirement	30 Days Written Notice

Security Deposit

Security Deposit Transferring at Closing: \$1,550.00

Rent Collection

- Tenant pays rent via direct deposit.
- Rent is typically received between the 1st and 3rd day of each month.
- Current monthly rent is \$1,800.00.
- No known payment issues or collection concerns.

Occupancy Details

- Approved Occupants: 2 Adults, 1 Child
- Approved Pets: 2 Chihuahua dogs
- Tenant Since: June 2018

Utilities and Maintenance – paid by tenant:

- Electric
- Gas
- Water
- Trash Removal
- Lawn Care
- Snow & Ice Removal
- Internet/Cable

Current Tenant Status

- As of July 12, 2026, tenant has not indicated any intention to terminate occupancy.
- Tenant has expressed a desire to remain in the property following the sale.

Special Arrangements

No known verbal agreements, concessions, or special arrangements currently exist between tenant and landlord.

Tenant utilizes an independent third-party service for lawn mowing and trash removal.

Additional Lease Highlights

- Non-smoking property.
- Tenant is required to maintain renter's insurance.
- Security deposit transfers to purchaser upon sale.
- Appliances included: Range/Oven, Refrigerator, Dishwasher, and Microwave.
- Two fireplaces are present and prohibited from use.
- Four parking spaces available (2 garage, 2 exterior).

Your rent application has been approved and we welcome you to your new home.
Please read and sign this lease agreement.

ALL PARTIES LISTED BELOW AGREE TO THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT (hereinafter called the "Lease"), made this **10th** day of **November 2025**, by and between [REDACTED] (collectively referred to as "Tenants"), for the premises at **6323 Middlebranch Ave NE, Canton, OH 44721** (hereinafter called the "Premises") and **John Draggi** (hereinafter called the "Owner/Landlord") who owns the Premises and whose address is **6316 Middlebranch Ave NE, Canton, OH 44721**. All rents, communications, notices, and /or correspondence will be sent to the above address. The Landlord has the right to change the above-mentioned address.

- The initial TERM of this LEASE will begin on **January 1st, 2026** and continue for **03** months, ending on **March 31st, 2026** (the "Initial Term"). If the Tenant takes possession of the Premises before the Initial Term or remains in possession thereafter, then this Lease shall apply to such additional period. If Tenant and/or Landlord fail to give **at least a 60-day** written notice of their intention to terminate, then this Lease shall continue on a **month-to-month** tenancy and shall be governed by the terms of this Lease. Such month-to-month tenancy shall commence on the first day of each successive month and shall end on the last day of each month. During the month-to-month tenancy, Landlord shall have the right to change terms (such as rent payable or other provisions) by giving Tenant written notice at least thirty (30) days prior to implementing such changes. Thereafter, Tenant's continued possession shall constitute acceptance of such changes.
- ~~**THIRD PARTY PAYOR** Landlord and Tenants agree that third party _____ is authorized to pay rent and/or advance the refundable security deposit on behalf of Tenants to Landlord. It is also agreed that _____, unless terminated by Tenants, shall have the authority to request extensions, give notice to vacate, and give any other notices required pursuant to this Agreement to Landlord on behalf of Tenants.~~
- MONTHLY RENT DUE FOR INITIAL TERM SHALL BE \$1,800.00**, to be paid in advance on or before the first day of each month, without deduction or demand to the following address: **BetterBuilt.com, Attn: John Draggi, 6316 Middlebranch Ave NE, Canton, OH 44721** or at such other place designated from time to time. All payments are applied to the oldest charge amount. **A late fee of \$50.00 per month for each month that a payment is late shall be assessed for all rent or other payments not received by due date, and shall become part of rent due. In addition to other charges set forth in this Lease, there will be a charge of \$40.00 for each check paid by Tenant that is returned unpaid for any reason.** Such charge shall become part of rent due and shall be paid with the next rental payment. All dishonored checks must be replaced with a certified check or money order within twenty-four (24) hours after notification by Landlord. If Tenant pays with more than one (1) dishonored check within any one-year period, all future payments must be made by a certified check or money order. If Tenant fails to timely pay the late fee or to replace a dishonored check as herein required, Tenant shall be in default of this Lease.
- ELECTRONIC DEPOSIT** is the preferred method of rental payment. Tenant will work with the Landlord to setup a non-fee ACH/EFT based payment method such as BillPay, Zelle, or others supported by both the sending and receiving bank with-in 05-days of signed lease or rental deposit.
- PARTIAL MONTHLY RENTAL is in the sole discretion of the Landlord and requires the Tenant to provide a written notice for review and acceptance at least thirty (30) days prior and if agreed to by Landlord will be due at a pro-rated rate in the amount of 1/20 of the total monthly rent per day.**
- MONEY DUE BEFORE POSSESSION OF PREMISES IS TAKEN:**

FIRST MONTH RENT, PAID 1/1/2025	\$1800.00
REFUNDABLE SECURITY DEPOSIT, PAID 6/1/2018	\$1550.00
PRO RATA RENT FOR 20 days at 1/30 prior to Initial Term for	\$0.00
Non-refundable/ONE-TIME PET FEE, PAID 6/1/2018	\$100.00
LAST MONTH RENT	\$0.00
OTHER	\$0.00
OTHER	INCLUDED
TOTAL DUE BEFORE POSSESSION IS TAKEN:	\$0.00

Read & Initial

7. **APPLIANCES** – Landlord shall provide the following checked (X) items and appliances as part of this Lease: Range/Oven X, Refrigerator X, Dishwasher X, Microwave X. All other desired appliances shall be at the cost of and provided by the Tenant. The Tenant agrees to keep the filters, coils, and all appliances clean, and assumes all liability for any damage caused by the Tenants' negligence in the care of these appliances.
8. **UTILITIES** – **Tenant shall be responsible for arranging and paying** for the following utilities and services which are checked (X): Snow/Ice Removal/Mowing X, Electric X, Gas/Oil X, Water X, Septic/Sewer NO, Trash Removal X, Lawn Care X, Well Pump NA, Sump Pump NO, Water Softener NA, Cable/Internet Service X, Other _____. Tenant agrees not to install any of the following unless agreed upon in writing by the Landlord: Air Conditioner, Dishwasher, Space Heater, or a Water Bed. Tenant agrees that no other heat producing appliance or one that would overload the electric supply is permitted. A portion of these utility services, whether paid by the Tenant or the Landlord, may be used or shared by other Tenants. Landlord shall not be liable for damages resulting from failure to pay for utilities for which Tenant is responsible. Landlord shall have the right to temporarily interrupt the service of utilities if there is an accident affecting the same or to facilitate repairs or alterations. Tenant may not add any new or modify any existing utilities without prior written consent of the Landlord. **The Canton City water department does not transfer the water bills directly into the Tenants name however they will provide a copy of the water bill directly to your address and the balance shall become part of rent due. You may setup autopayment with them, account number 54020-001**
9. **OCCUPANCY** – Tenant hereby acknowledges that only those individuals listed on the rental application shall occupy the Premises without the Landlord's prior written consent. **The premises shall be used and occupied by Tenants and Tenants' immediate family, consisting of 1 adults and 0 children and two dog-chiwawa of approximately 2.0 lbs, exclusively, as a private single family dwelling. Tenants shall comply with any and all laws, ordinances, rules and orders of any and all governmental units.** No additional individuals may occupy the Premises without Landlord's prior written consent. Additional occupants may result in additional rents, and/or a breach of this Lease at Landlord's option.
10. **PROHIBITED ITEMS** – a) Tenant shall not permit any hazardous act to be performed in, on, or about the Premises. If the Premises become uninhabitable by reason of fire or other damage resulting from Tenant's (or Tenant's agents, invitees, or guests) negligence, Tenant shall pay Landlord all costs and expenses incurred to return the Premises and any other property of the Landlord to the prior condition, and Tenant shall remain liable for all rent under this Lease and any other rent which Landlord loses as a result thereof. b) ~~No grills or other barbecue equipment shall be used on the Premises or any common area or grounds associated with the Premises.~~ **Grills or other barbecue equipment is permitted provided it is not used inside the house, garage and remains at least 10' away from all structures such as fences, house, garage, etc. Damage due to gilling or barbecue equipment is the sole responsibility of Tenants** c) Tenant shall not maintain or store in, on, or around the Premises, for more than twenty-four (24) hours any disabled or inoperable for any reason vehicle. Tenant shall not perform mechanical or cosmetic work on any vehicle on the Premises. Tenant or his agents, servants, invitees, guests, shall not park any vehicles on the lawn. Boats, trailers, motor homes, or recreational vehicles shall not be parked on the driveways. d) Tenant agrees not to install any additional locks or change existing locks on the Premises without a prior written consent of the Landlord. A charge of \$50 shall be made for lockouts, rekeying and/or replacement of locks.
11. **PETS** – ~~No pets~~ **Two dog-chiwawa of approximately 2.0 lbs** shall be permitted in, on, or around the Premises. The Landlord reserves the right to require an addendum pet agreement and charge additional rent if pets are permitted on the Premises. Tenant will assume all liability for this privilege.
12. **NON-DELIVERY OF POSSESSION** – In the event Landlord cannot deliver possession of the Premises to Tenants upon the commencement of the Lease term, Landlord or its agents shall have 24 hours in which to give possession, and if possession is tendered within such time, Tenants agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, then this Agreement and all rights hereunder may be terminated immediately or at any time before possession is delivered at the option of Tenants. If this option is exercised, all funds forwarded to Landlord must immediately be returned to the payee.

 Read & Initial

13. **HAZARDOUS MATERIALS** – Tenants shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous by any responsible insurance company.
14. **USE AND OCCUPANCY** – The restrictions contained hereunder are material obligations under this Lease.
- a. Tenant shall use the Premises only for residential purposes and shall not permit any unlawful or immoral practices to be connected with or carried on in, on, or around the Premises, and shall not disturb surrounding neighbors/Tenants, or create a fire hazard. Any breach of this Lease as to the use and occupancy constitutes grounds for immediate eviction and termination of this Lease, an option the Landlord may or may not exercise. Failure to exercise this option shall not constitute a waiver by the Landlord of the right to evict the Tenant for any future breaches of this Lease.
 - b. Tenant shall not engage in or permit any drug-related or other criminal activity, or any activity that is, in Landlord's sole discretion, otherwise injurious to the community or its reputation.
 - c. For purposes of this section, receipt by Landlord of complaints which are deemed to be valid shall be evidence of violation under this section.
 - d. Each unit is permitted to utilize no more than **4 parking spaces; 2 inside garage and 2 outside garage.**
 - e. Tenant shall maintain a safe and clear passageway to allow access to all exits from the Premises.
 - f. Tenant shall be solely responsible for the security of Tenant's apartment and shall be responsible for any act, failure to act, or negligence on Tenant's part or part of Tenant's agents, servants, invitees, or guests.
 - g. All balconies, patios, or decks, if present, shall be maintained by Tenant and shall be kept neat and orderly. No laundry, boxes, bags, and other unsightly objects shall be placed on the balcony, patio, or deck area.
 - h. Tenant shall not leave any items in, on, or around the Common Areas of the Premises that may be deemed unsightly or hazardous.
15. **TERMINATION** – a) The Landlord or the Tenant may notify the other in writing at least sixty (60) days before the end of the Term of Landlord's or Tenant's intention to terminate or renew the Lease, at the end of the Term. Tenant has no right to terminate the Lease before the end of the Initial Term. **If neither party so terminates this lease, it shall automatically become a month-to-month tenancy.** b) The month-to-month tenancy may be terminated by either party by giving a written notice of intention to terminate at least sixty (60) days before the beginning of the next monthly term. c) Tenant agrees to permit the Landlord to show the Premises during the last thirty days of this Lease term.
16. **SECURITY DEPOSIT** – The security deposit shall be deposited in the Landlord's operational account until this Lease and Tenant's possession of the Premises is terminated. The security deposit shall be returned within thirty (30) days after termination of this Lease and delivery of possession of the Premises to Landlord. **TENANT MAY NOT APPLY THE SECURITY DEPOSIT AGAINST THE LAST MONTH'S RENTAL PAYMENT.** If Premises is sold during any term of the Lease, the Landlord will transfer the security deposit to the purchaser and shall be relieved of all liability. The security deposit shall be returned to Tenant without interest subject to and upon condition of the following:
- a. Tenant has complied with the full terms and provisions of this Lease and the Ohio Revised Code. If the Tenant breaches this Lease, the Landlord shall also deduct the cost of preparing the Premises to be re-rented and any commissions to obtain a Tenant.
 - b. Tenant has given Landlord proper notice prior to leaving the Premises and returned all keys.
 - c. Tenant has cleaned entire Premises. All debris and discards are to be placed in proper rubbish containers.
 - d. Tenant replaces all burned-out lights bulbs with equal quality and wattage as existed at the time Tenant moved in.
 - e. If not reimbursed previously, Landlord may deduct the cost of any repairs, replacements, redecorating, and refurnishing of the Premises caused by anything other than reasonable wear and tear. Scratches and indentations are not considered reasonable wear and tear.
 - f. any unpaid late charges, delinquent rents, or unpaid invoices will be deducted from the security deposit.

Read & Initial

17. **DAMAGE TO PERSON OR PROPERTY** – By executing this Lease, Tenant, for Tenant, and Tenant’s heirs, agents, servants, invitees, and guests, agrees and acknowledges that Landlord shall have no liability for injury to person or damage to property from any cause whatsoever. Tenant, together with Tenant’s heirs, agents, servants, invitees, and guests, hereby agree to hold the Owner, Landlord, and their heirs, successors or assigns, harmless from any and all loss, damages, liability, claims, and expenses. Tenant understands and agrees that Tenant will look only to Tenant’s own insurance for any loss, damage, or claim. For this reason, **IT IS REQUIRED THAT TENANTS MAINTAIN RENTER’S INSURANCE ON THE PREMISES DURING THE ENTIRE TERM OF TENANCY AND LIST LANDLORD AS A BENEFICIARY. FAILURE TO DO SO MAY RESULT IN DAMAGES WHICH WILL NOT BE COMPENSATED BY LANDLORD OR ANY INSURANCE CARRIER OF THE LANDLORD.**
18. **MAINTENANCE OF THE PREMISES** – Landlord agrees to perform maintenance on the Premises only when caused by ordinary wear and tear, or by acts of nature, or forces beyond the Tenant’s control. Tenant shall inspect the Premises within seven (7) days after taking possession and report any defects in writing to Landlord. **The Premises shall be deemed free from defects, in good order, repair, and in a safe, clean and habitable condition at the inception of Tenant’s possession unless Landlord receives such written notice.** Tenant shall pay the cost of replacing all broken glass or torn screens, burned out lights, fluorescent starters, and unstopping of all plumbing. **Tenants will be responsible for any repairs due to Tenants’ neglect. Tenants shall not make any alterations, changes, or improvements to the Premises without Landlord’s prior written consent. Landlord will be responsible for all other repairs to the property and for repairs to any appliances or furnishings provided by Landlord. In the event of an infestation of insects, vermin, rodents, or any other creature, Tenants shall immediately inform Landlord of the infestation and Landlord shall be responsible for eliminating the infestation through treatment and/or extermination. Landlord shall be responsible for removal and/or treatment of any mold or other harmful parasites, pathogens, or other chemical or biological health hazards unless such hazards were caused by the negligent, reckless, willful or wanton conduct of Tenants. Tenants shall immediately notify Landlord of any needed repairs or treatment and any such repair or treatment shall be completed within a reasonable period of time. A reasonable period of time shall be within one week unless the repair or treatment would reasonably require additional time. Any defects that cause an emergency situation or health or safety risk shall be remedied immediately upon notice.**
19. **ACCESS** – Tenant agrees to allow the Landlord or Landlord’s agents to have free access to all areas of the Premises at reasonable times and upon a 24-hour notice (except in emergencies or if it is impractical to give the same) for the purpose of inspecting the Premises, making ordinary, necessary or agreed repairs or improvements. Tenant agrees not to unreasonably withhold Tenant’s consent to such entry. If Tenant is not available to authorize entry, the Landlord or Landlord’s agents may enter the Premises without liability provided that the Landlord and Landlord’s agents exercise ordinary and reasonable care to protect Tenant’s property.
20. **SMOKE DETECTION DEVICES** – Landlord assumes no liability for the failure of smoke detection devices. By accepting the Premises and signing this Lease, Tenant acknowledges that said smoke detection devices are in good working condition. **THE TENANT ASSUMES THE RESPONSIBILITY FOR MAINTAINING THE SMOKE DETECTION DEVICES, INCLUDING REPLACING THE BATTERIES.**
21. **NO SMOKING OR VAPING ON THE PREMISES** – No smoking of any substance is allowed on the premises. If smoking or vaping does occur on the premises: a) Tenant shall be responsible for all damage caused by the smoking or vaping including, but not limited to, stains, burns, odors, and removal of debris and odors; b) Tenant shall be deemed in breach of this agreement; c) Tenant, guests, and all others may be required to vacate the premises; and d) Tenant acknowledges that in order to remove odors caused by smoking or vaping, 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.
22. **SUBLETTING** – **Tenant shall not assign this Lease or sublet or grant any license to use the Premises or any part thereof, without Landlord’s prior written consent.** Such consent, if given, shall in no way relieve Tenant from Tenant’s obligations under this Lease.

Read & Initial

23. **NON-WORKING FIREPLACES** – This house contains two fireplaces that have been deemed unsafe for use by a qualified and licensed chimney inspection company. The use of these fireplaces is explicitly prohibited. If fireplace use does occur on the premises: a) Tenant shall be responsible for all damage caused from using the fireplaces including, but not limited to, stains, burns, odors, and removal of debris and odors; b) Tenant shall be deemed in breach of this agreement; c) Tenant, guests, and all others may be required to vacate the premises; and d) Tenant acknowledges that in order to remove odor caused by use, 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.
24. **SURRENDER OF PREMISES** – Upon the expiration of the lease term, Tenants shall surrender the Premises in good condition, normal wear and tear excepted.
25. **QUIET ENJOYMENT** – Provided Tenants is in compliance with the terms of this Agreement, Tenants shall be entitled to quiet enjoyment of the Premises.
26. **DEFAULT** – If Tenant fails to pay any installment of rent when due, or any other sum to Landlord when due, or shall default and/or violate any other terms of this Lease, Landlord may, without terminating this Lease, reenter and repossess the Premises as provided by Chapter 1923 of the Ohio Revised Code. Should Landlord reenter and repossess the Premises, Landlord may remove all persons and personal property from the Premises and Tenant shall assume full responsibility for any loss of damage resulting from such removal. Should Landlord obtain a new tenant to lease the Premises, Landlord shall charge a commission of \$200 in connection with its services to re-lease the Premises. **IN ANY EVENT, TENANT REMAINS LIABLE FOR ALL RENT OWING UNDER THIS LEASE UNTIL LANDLORD IS ABLE TO RE-LEASE THE PREMISES. TENANT HEREBY CONSENTS TO THE JURISDICTION OF THE MUNICIPAL COURT.**
27. **REMOVAL OF PERSONAL PROPERTY** – If, after Tenant's default of this Lease, or upon expiration of this Lease, Tenant moves out and fails to remove any and all personal property, then such property shall be deemed abandoned, and Landlord shall be free to dispose of such property without liability.
28. **LEASE BREAK** – Tenants may immediately and without penalty terminate this Agreement if for reasons beyond the control of Tenants, the Premises becomes uninhabitable or presents a risk to health or safety. Landlord may immediately and without penalty terminate this Agreement should Tenants engage in criminal behavior on the Premises or intentional destruction or waste of the Premises.
29. **LATE CHARGE** – In the event that any payment required to be paid by Tenants hereunder is not made by the due date, Tenants shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" of \$50.00 per month for each month that a payment is late. The "late fee" shall be assessed for all rent or other payments not received by the due date, and shall become part of rent due.
30. **ASSIGNMENTS** – In the event of transfer of title to the Premises by Owner, Owner and Landlord shall be free of all further liability contained in this Lease or required by law. Owner may transfer its interest in the Premises without Tenant's consent.
31. **SEVERABILITY** – The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion of this Agreement.
32. **GOVERNING LAW** – This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State in which the leased property is located.
33. **MODIFICATION** – The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

Read & Initial

34. ENTIRE LEASE – This written Lease constitute entire Lease and no oral statement shall be valid or enforceable. If there is more than one Tenant on this Lease, each Tenant is jointly and severally liable for the Lease’s full performance. Any ruling that a clause of this Lease is invalid, shall not invalidate any other clauses of this Lease.
35. EARLY TERMINATION – Tenant has a right to terminate the lease early in the event of hardship. For purposes of this Lease, three specific cases of hardship are defined as (1) loss of employment, (2) relocation of employment outside of the state, or (3) serious illness (including disability) of the Tenants or members of the Tenants’ immediate family occupying the Premises, causing Tenant to leave employment. Any other proposed cases of hardship will be considered on a case-by-case basis and considered in good faith by Tenant and Owner. In all cases of early termination, Tenant shall give Owner a written notice of the intention to terminate the lease early with proof of reasons for such termination. If the Owner accepts the reasons of early lease termination, Owner shall issue a written notice of lease termination effective the last day of the month following the month in which the Tenant's early termination notice was received by Owner. Tenant shall be responsible for the rents payable through the month in which early termination will occur. If Tenant is self-employed, an example of case-by-case basis of hardship will be bankruptcy or dissolution of Tenant's business(es) that contributed to more than half of Tenant's gross income on the previous year's federal income tax return.
36. FORCE MAJEURE – Landlord shall not be responsible or liable for delays in the performance of its obligations hereunder when caused by, related to, or arising out of acts of God, sinkholes or subsidence, strikes, lockouts, or other labor disputes, embargoes, quarantines, weather, national, regional, or local disasters, calamities, or catastrophes, inability to obtain labor or materials (or reasonable substitutes therefor) at reasonable costs or failure of, or inability to obtain, utilities necessary for performance, governmental restrictions, orders, limitations, regulations, or controls, national emergencies, delay in issuance or revocation of permits, enemy or hostile governmental action, terrorism, insurrection, riots, civil disturbance or commotion, fire or other casualty, and other causes or events beyond the reasonable control of Landlord (“Force Majeure”).
37. In the event that Landlord shall fail to enforce any term under this Lease, such failure shall not constitute a waiver of Tenant’s future obligations, nor prejudice Landlord’s rights under this Lease.

Owner/Landlord Signature: Date:

PRINT NAME:

TENANT Signature: Date:

PRINT NAME:

TENANT Signature Date:

PRINT NAME:

Read & Initial

6328 Middlebranch Ave NE

Investor Tenant Summary

Property Information

Property Address	6328 Middlebranch Ave NE, Canton, OH 44721
Occupancy Status	Tenant Occupied
Current Monthly Rent	\$1,073.00
Current Lease Status	Month-to-Month Tenancy

Notice Requirements

Tenant Vacate Notice Requirement	30 Days Written Notice
Landlord Lease Modification Notice Requirement	30 Days Written Notice

Security Deposit

Security Deposit Transferring at Closing: \$1.00

Rent Collection

- Tenant pays rent via direct deposit.
- Rent is typically paid in three installments of approximately \$500, \$500, and the balance, all received prior to the 1st of the month.
- Current monthly rent is \$1,073.00 (rent was subsequently increased through a verbal agreement).
- No known payment issues or collection concerns.

Occupancy Details

- Approved Occupants: 2 Adults, 0 Children
- Approved Pets: 1 Dog (Shih Tzu, approximately 13-15 lbs)
- Tenant since: March 2022

Utilities and Maintenance – paid by tenant:

- Electric
- Gas
- Water
- Sewer
- Trash Removal
- Internet/Cable
- Lawn Care
- Snow & Ice Removal
- Pet Waste Disposal

Current Tenant Status

- As of July 12, 2026, tenant has not indicated any intention to terminate occupancy.
- Tenant has expressed a desire to remain in the property following the sale.

Special Arrangements

As part of a long-standing verbal agreement, tenant receives below-market rent in exchange for providing lawn mowing services at:

- 6328 Middlebranch Ave NE (leased premises)
- 6316 Middlebranch Ave NE
- 6336 Middlebranch Ave NE

Tenant is currently permitted to utilize the dumpster located at 6316 Middlebranch Ave NE at no charge under a verbal agreement with the current owner.

These arrangements are not part of the written lease and may be continued, modified, or discontinued by the purchaser after closing.

Additional Lease Highlights

- Non-smoking property.
- Tenant is required to maintain renter's insurance.
- Security deposit transfers to purchaser upon sale.
- Two fireplaces are present but are prohibited from use unless properly inspected.
- Four parking spaces available (2 garage, 2 exterior).

Your rent application has been approved and we welcome you to your new home.

Please read and sign this lease agreement.

ALL PARTIES LISTED BELOW AGREE TO THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT (hereinafter called the "Lease"), made this 5th day of **December 2022**, by and between [REDACTED] and [REDACTED] (collectively referred to as "Tenants"), for the premises at **6328 Middlebranch Ave NE, Canton, OH 44721** (hereinafter called the "Premises") and **John Draggi** (hereinafter called the "Owner/Landlord") who owns the Premises and whose address is **6316 Middlebranch Ave NE, Canton, OH 44721**. All rents, communications, notices, and /or correspondence will be sent to the above address. The Landlord has the right to change the above-mentioned address.

- The initial TERM of this LEASE will begin on **January 1st, 2023** and continue for **1** months, ending on **January 31st, 2022** (the "Initial Term"). If the Tenant takes possession of the Premises before the Initial Term or remains in possession thereafter, then this Lease shall apply to such additional period. If Tenant and/or Landlord fail to give **at least a 30-day** written notice of their intention to terminate, then this Lease shall continue on a **month-to-month** tenancy and shall be governed by the terms of this Lease. Such month-to-month tenancy shall commence on the first day of each successive month and shall end on the last day of each month. During the month-to-month tenancy, Landlord shall have the right to change terms (such as rent payable or other provisions) by giving Tenant written notice at least thirty (30) days prior to implementing such changes. Thereafter, Tenant's continued possession shall constitute acceptance of such changes.
- ~~**THIRD PARTY PAYOR** Landlord and Tenants agree that third party _____, is authorized to pay rent and/or advance the refundable security deposit on behalf of Tenants to Landlord. It is also agreed that _____, unless terminated by Tenants, shall have the authority to request extensions, give notice to vacate, and give any other notices required pursuant to this Agreement to Landlord on behalf of Tenants.~~
- MONTHLY RENT DUE FOR INITIAL TERM SHALL BE **\$1,030.00**, to be paid in advance on or before the first day of each month, without deduction or demand to the following address: **BetterBuilt.com, Attn: John Draggi, 6316 Middlebranch Ave NE, Canton, OH 44721** or at such other place designated from time to time. All payments are applied to the oldest charge amount. **A late fee of \$50.00 per month for each month that a payment is late shall be assessed for all rent or other payments not received by due date, and shall become part of rent due. In addition to other charges set forth in this Lease, there will be a charge of \$40.00 for each check paid by Tenant that is returned unpaid for any reason.** Such charge shall become part of rent due and shall be paid with the next rental payment. All dishonored checks must be replaced with a certified check or money order within twenty-four (24) hours after notification by Landlord. If Tenant pays with more than one (1) dishonored check within any one-year period, all future payments must be made by a certified check or money order. If Tenant fails to timely pay the late fee or to replace a dishonored check as herein required, Tenant shall be in default of this Lease.
- ELECTRONIC DEPOSIT is the preferred method of rental payment. Tenant will work with the Landlord to setup a non-fee ACH/EFT based payment method such as BillPay, Zelle, or others supported by both the sending and receiving bank with-in 45-days of signed lease or rental deposit.
- PARTIAL MONTHLY RENTAL is in the sole discretion of the Landlord and requires the Tenant to provide a written notice for review and acceptance at least thirty (30) days prior and if agreed to by Landlord will be due at a pro-rated rate in the amount of 1/20 of the total monthly rent per day.
- MONEY DUE BEFORE POSSESSION OF PREMISES IS TAKEN:

FIRST MONTH RENT, DUE 1/1/2023	\$1,030.00
REFUNDABLE SECURITY DEPOSIT (PAID 3/1/2022)	\$1.00
PRO RATA RENT FOR 20 days at 1/30 prior to Initial Term for	\$0.00
Non-refundable/ONE-TIME PET FEE	\$0.00
LAST MONTH RENT	\$0.00
OTHER	\$0.00
OTHER	INCLUDED
TOTAL DUE BEFORE POSSESSION IS TAKEN:	\$0.00

Read & Initial

7. APPLIANCES – Landlord shall provide the following checked (X) items and appliances as part of this Lease: Range/Oven ___, Refrigerator ___, Dishwasher ___, Microwave ___. All other desired appliances shall be at the cost of and provided by the Tenant. The Tenant agrees to keep the filters, coils, and all appliances clean, and assumes all liability for any damage caused by the Tenants' negligence in the care of these appliances.

1. UTILITIES – **Tenant shall be responsible for arranging and paying** for the following utilities and services which are checked (X): Snow/Ice Removal/Mowing X, Electric X, Gas/Heat X, Water X, Septic/Sewer NO, Trash Removal X, Lawn Care X, Well Pump NA, Sump Pump NO, Water Softener NA, Cable/Internet Service X, Other _____. Tenant agrees not to install any of the following unless agreed upon in writing by the Landlord: Air Conditioner, Dishwasher, Space Heater, or a Water Bed. Tenant agrees that no other heat producing appliance or one that would overload the electric supply is permitted. A portion of these utility services, whether paid by the Tenant or the Landlord, may be used or shared by other Tenants. Landlord shall not be liable for damages resulting from failure to pay for utilities for which Tenant is responsible. Landlord shall have the right to temporarily interrupt the service of utilities if there is an accident affecting the same or to facilitate repairs or alterations. Tenant may not add any new or modify any existing utilities without prior written consent of the Landlord. **The Canton City water department does not transfer the water bills directly into the Tenants name however they will provide a copy of the water bill directly to your address and the balance shall become part of rent due. You may setup autopayment with them, account number 54699-001**

2. OCCUPANCY – Tenant hereby acknowledges that only those individuals listed on the rental application shall occupy the Premises without the Landlord's prior written consent. **The premises shall be used and occupied by Tenants only, consisting of 2 adults and 0 children and one dog-Shih Tzu of approximately 13.0 to 15.0 lbs, exclusively, as a private single family dwelling. Tenants shall comply with any and all laws, ordinances, rules and orders of any and all governmental units.** No additional individuals may occupy the Premises without Landlord's prior written consent. Additional occupants may result in additional rents, and/or a breach of this Lease at Landlord's option.

3. PROHIBITED ITEMS – a) Tenant shall not permit any hazardous act to be performed in, on, or about the Premises. If the Premises become uninhabitable by reason of fire or other damage resulting from Tenant's (or Tenant's agents, invitees, or guests) negligence, Tenant shall pay Landlord all costs and expenses incurred to return the Premises and any other property of the Landlord to the prior condition, and Tenant shall remain liable for all rent under this Lease and any other rent which Landlord loses as a result thereof. ~~b) No grills or other barbecue equipment shall be used on the Premises or any common area or grounds associated with the Premises.~~ **Grills or other barbecue equipment is permitted provided it is not used inside the house, garage and remains at least 10' away from all structures such as fences, house, garage, etc. Damage due to grilling or barbecue equipment is the sole responsibility of Tenants** c) Tenant shall not maintain or store in, on, or around the Premises, for more than twenty-four (24) hours any disabled or inoperable for any reason vehicle. Tenant shall not perform mechanical or cosmetic work on any vehicle on the Premises. Tenant or his agents, servants, invitees, guests, shall not park any vehicles on the lawn. Boats, trailers, motor homes, or recreational vehicles shall not be parked on the driveways. d) Tenant agrees not to install any additional locks or change existing locks on the Premises without a prior written consent of the Landlord. A charge of \$50 shall be made for lockouts, rekeying and/or replacement of locks.

4. PETS – ~~No pets~~ **One dog-Shih Tzu of approximately 13.0 to 15.0 lbs** shall be permitted in, on, or around the Premises. The Landlord reserves the right to require an addendum pet agreement and charge additional rent if pets are permitted on the Premises. Tenant will assume all liability for this privilege.

5. NON-DELIVERY OF POSSESSION – In the event Landlord cannot deliver possession of the Premises to Tenants upon the commencement of the Lease term, Landlord or its agents shall have 24 hours in which to give possession, and if possession is tendered within such time, Tenants agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, then this Agreement and all rights hereunder may be terminated immediately or at any time before possession is delivered at the option of Tenants. If this option is exercised, all funds forwarded to Landlord must immediately be returned to the payee.

 Read & Initial

6. HAZARDOUS MATERIALS – Tenants shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous by any responsible insurance company.
7. USE AND OCCUPANCY – The restrictions contained hereunder are material obligations under this Lease.
 - a. Tenant shall use the Premises only for residential purposes and shall not permit any unlawful or immoral practices to be connected with or carried on in, or around the Premises, and shall not disturb surrounding neighbors/Tenants, or create a fire hazard. Any breach of this Lease as to the use and occupancy constitutes grounds for immediate eviction and termination of this Lease, an option the Landlord may or may not exercise. Failure to exercise this option shall not constitute a waiver by the Landlord of the right to evict the Tenant for any future breaches of this Lease.
 - b. Tenant shall not engage in or permit any drug-related or other criminal activity, or any activity that is, in Landlord's sole discretion, otherwise injurious to the community or its reputation.
 - c. For purposes of this section, receipt by Landlord of complaints which are deemed to be valid shall be evidence of violation under this section.
 - d. Each unit is permitted to utilize no more than **4 parking spaces; 2 inside garage and 2 outside garage.**
 - e. Tenant shall maintain a safe and clear passageway to allow access to all exits from the Premises.
 - f. Tenant shall be solely responsible for the security of Tenant's apartment and shall be responsible for any act, failure to act, or negligence on Tenant's part or part of Tenant's agents, servants, invitees, or guests.
 - g. All balconies, patios, or decks, if present, shall be maintained by Tenant and shall be kept neat and orderly. No laundry, boxes, bags, and other unsightly objects shall be placed on the balcony, patio, or deck area.
 - h. Tenant shall not leave any items in, on, or around the Common Areas of the Premises that may be deemed unsightly or hazardous.
8. TERMINATION – a) The Landlord or the Tenant may notify the other in writing at least thirty (30) days before the end of the Term of Landlord's or Tenant's intention to terminate or renew the Lease, at the end of the Term. Tenant has no right to terminate the Lease before the end of the Initial Term. **If neither party so terminates this lease, it shall automatically become a month-to-month tenancy.** b) The month-to-month tenancy may be terminated by either party by giving a written notice of intention to terminate at least thirty (30) days before the beginning of the next monthly term. c) Tenant agrees to permit the Landlord to show the Premises during the last thirty days of this Lease term.
9. SECURITY DEPOSIT – The security deposit shall be deposited in the Landlord's operational account until this Lease and Tenant's possession of the Premises is terminated. The security deposit shall be returned within thirty (30) days after termination of this Lease and delivery of possession of the Premises to Landlord. **TENANT MAY NOT APPLY THE SECURITY DEPOSIT AGAINST THE LAST MONTH'S RENTAL PAYMENT.** If Premises is sold during any term of the Lease, the Landlord will transfer the security deposit to the purchaser and shall be relieved of all liability. The security deposit shall be returned to Tenant without interest subject to and upon condition of the following:
 - a. Tenant has complied with the full terms and provisions of this Lease and the Ohio Revised Code. If the Tenant breaches this Lease, the Landlord shall also deduct the cost of preparing the Premises to be re-rented and any commissions to obtain a Tenant.
 - b. Tenant has given Landlord proper notice prior to leaving the Premises and returned all keys.
 - c. Tenant has cleaned entire Premises. All debris and discards are to be placed in proper rubbish containers.
 - d. Tenant replaces all burned-out lights bulbs with equal quality and wattage as existed at the time Tenant moved in.
 - e. If not reimbursed previously, Landlord may deduct the cost of any repairs, replacements, redecorating, and refurnishing of the Premises caused by anything other than reasonable wear and tear. Scratches and indentations are not considered reasonable wear and tear.
 - f. any unpaid late charges, delinquent rents, or unpaid invoices will be deducted from the security deposit.

Read & Initial

10. **DAMAGE TO PERSON OR PROPERTY** – By executing this Lease, Tenant, for Tenant, and Tenant's heirs, agents, servants, invitees, and guests, agrees and acknowledges that Landlord shall have no liability for injury to person or damage to property from any cause whatsoever. Tenant, together with Tenant's heirs, agents, servants, invitees, and guests, hereby agree to hold the Owner, Landlord, and their heirs, successors or assigns, harmless from any and all loss, damages, liability, claims, and expenses. Tenant understands and agrees that Tenant will look only to Tenant's own insurance for any loss, damage, or claim. For this reason, **IT IS REQUIRED THAT TENANTS MAINTAIN RENTER'S INSURANCE ON THE PREMISES DURING THE ENTIRE TERM OF TENANCY AND LIST LANDLORD AS A BENEFICIARY. FAILURE TO DO SO MAY RESULT IN DAMAGES WHICH WILL NOT BE COMPENSATED BY LANDLORD OR ANY INSURANCE CARRIER OF THE LANDLORD.**
11. **MAINTENANCE OF THE PREMISES** – Landlord agrees to perform maintenance on the Premises only when caused by ordinary wear and tear, or by acts of nature, or forces beyond the Tenant's control. Tenant shall inspect the Premises within seven (7) days after taking possession and report any defects in writing to Landlord. **The Premises shall be deemed free from defects, in good order, repair, and in a safe, clean and habitable condition at the inception of Tenant's possession unless Landlord receives such written notice.** Tenant shall pay the cost of replacing all broken glass or torn screens, burned out lights, fluorescent starters, and unstopping of all plumbing. **Tenants will be responsible for any repairs due to Tenants' neglect. Tenants shall not make any alterations, changes, or improvements to the Premises without Landlord's prior written consent. Landlord will be responsible for all other repairs to the property and for repairs to any appliances or furnishings provided by Landlord. In the event of an infestation of insects, vermin, rodents, or any other creature, Tenants shall immediately inform Landlord of the infestation and Landlord shall be responsible for eliminating the infestation through treatment and/or extermination. Landlord shall be responsible for removal and/or treatment of any mold or other harmful parasites, pathogens, or other chemical or biological health hazards unless such hazards were caused by the negligent, reckless, willful or wanton conduct of Tenants. Tenants shall immediately notify Landlord of any needed repairs or treatment and any such repair or treatment shall be completed within a reasonable period of time. A reasonable period of time shall be within one week unless the repair or treatment would reasonably require additional time. Any defects that cause an emergency situation or health or safety risk shall be remedied immediately upon notice.**
12. **ACCESS** – Tenant agrees to allow the Landlord or Landlord's agents to have free access to all areas of the Premises at reasonable times and upon a 24-hour notice (except in emergencies or if it is impractical to give the same) for the purpose of inspecting the Premises, making ordinary, necessary or agreed repairs or improvements. Tenant agrees not to unreasonably withhold Tenant's consent to such entry. If Tenant is not available to authorize entry, the Landlord or Landlord's agents may enter the Premises without liability provided that the Landlord and Landlord's agents exercise ordinary and reasonable care to protect Tenant's property.
13. **SMOKE DETECTION DEVICES** – Landlord assumes no liability for the failure of smoke detection devices. By accepting the Premises and signing this Lease, Tenant acknowledges that said smoke detection devices are in good working condition. **THE TENANT ASSUMES THE RESPONSIBILITY FOR MAINTAINING THE SMOKE DETECTION DEVICES, INCLUDING REPLACING THE BATTERIES.**
14. **NO SMOKING OR VAPING ON THE PREMISES** – No smoking of any substance is allowed on the premises. If smoking or vaping does occur on the premises: a) Tenant shall be responsible for all damage caused by the smoking or vaping including, but not limited to, stains, burns, odors, and removal of debris and odors; b) Tenant shall be deemed in breach of this agreement; c) Tenant, guests, and all others may be required to vacate the premises; and d) Tenant acknowledges that in order to remove odors caused by smoking or vaping, 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.
15. **SUBLETTING** – **Tenant shall not assign this Lease or sublet or grant any license to use the Premises or any part thereof, without Landlord's prior written consent.** Such consent, if given, shall in no way relieve Tenant from Tenant's obligations under this Lease.

Read & Initial

16. **NON-WORKING FIREPLACES** – This house contains two fireplaces that have NOT been inspected therefore we will assume that they are unsafe for use until a qualified and licensed chimney inspection company has inspected them. **The use of these fireplaces is explicitly prohibited.** If fireplace use does occur on the premises: a) Tenant shall be responsible for all damage caused from using the fireplaces including, but not limited to, stains, burns, odors, and removal of debris and odors; b) Tenant shall be deemed in breach of this agreement; c) Tenant, guests, and all others may be required to vacate the premises; and d) Tenant acknowledges that in order to remove odor caused by use, 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.
17. **SURRENDER OF PREMISES** – Upon the expiration of the lease term, Tenants shall surrender the Premises in good condition, normal wear and tear excepted.
18. **QUIET ENJOYMENT** – Provided Tenants is in compliance with the terms of this Agreement, Tenants shall be entitled to quiet enjoyment of the Premises.
19. **DEFAULT** – If Tenant fails to pay any installment of rent when due, or any other sum to Landlord when due, or shall default and/or violate any other terms of this Lease, Landlord may, without terminating this Lease, reenter and repossess the Premises as provided by Chapter 1923 of the Ohio Revised Code. Should Landlord reenter and repossess the Premises, Landlord may remove all persons and personal property from the Premises and Tenant shall assume full responsibility for any loss of damage resulting from such removal. Should Landlord obtain a new tenant to lease the Premises, Landlord shall charge a commission of \$200 in connection with its services to re-lease the Premises. **IN ANY EVENT, TENANT REMAINS LIABLE FOR ALL RENT OWING UNDER THIS LEASE UNTIL LANDLORD IS ABLE TO RE-LEASE THE PREMISES. TENANT HEREBY CONSENTS TO THE JURISDICTION OF THE MUNICIPAL COURT.**
20. **REMOVAL OF PERSONAL PROPERTY** – If, after Tenant's default of this Lease, or upon expiration of this Lease, Tenant moves out and fails to remove any and all personal property, then such property shall be deemed abandoned, and Landlord shall be free to dispose of such property without liability.
21. **LEASE BREAK** – Tenants may immediately and without penalty terminate this Agreement if for reasons beyond the control of Tenants, the Premises becomes uninhabitable or presents a risk to health or safety. Landlord may immediately and without penalty terminate this Agreement should Tenants engage in criminal behavior on the Premises or intentional destruction or waste of the Premises.
22. **LATE CHARGE** – In the event that any payment required to be paid by Tenants hereunder is not made by the due date, Tenants shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" of \$50.00 per month for each month that a payment is late. The "late fee" shall be assessed for all rent or other payments not received by the due date, and shall become part of rent due.
23. **ASSIGNMENTS** – In the event of transfer of title to the Premises by Owner, Owner and Landlord shall be free of all further liability contained in this Lease or required by law. Owner may transfer its interest in the Premises without Tenant's consent.
24. **SEVERABILITY** – The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion of this Agreement.
25. **GOVERNING LAW** – This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State in which the leased property is located.
26. **MODIFICATION** – The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

Read & Initial

27. ENTIRE LEASE – This written Lease constitute entire Lease and no oral statement shall be valid or enforceable. If there is more than one Tenant on this Lease, each Tenant is jointly and severally liable for the Lease’s full performance. Any ruling that a clause of this Lease is invalid, shall not invalidate any other clauses of this Lease.
28. EARLY TERMINATION – Tenant has a right to terminate the lease early in the event of hardship. For purposes of this Lease, three specific cases of hardship are defined as (1) loss of employment, (2) relocation of employment outside of the state, or (3) serious illness (including disability) of the Tenants or members of the Tenants’ immediate family occupying the Premises, causing Tenant to leave employment. Any other proposed cases of hardship will be considered on a case-by-case basis and considered in good faith by Tenant and Owner. In all cases of early termination, Tenant shall give Owner a written notice of the intention to terminate the lease early with proof of reasons for such termination. If the Owner accepts the reasons of early lease termination, Owner shall issue a written notice of lease termination effective the last day of the month following the month in which the Tenant's early termination notice was received by Owner. Tenant shall be responsible for the rents payable through the month in which early termination will occur. If Tenant is self-employed, an example of case-by-case basis of hardship will be bankruptcy or dissolution of Tenant's business(es) that contributed to more than half of Tenant's gross income on the previous year's federal income tax return.
29. FORCE MAJEURE – Landlord shall not be responsible or liable for delays in the performance of its obligations hereunder when caused by, related to, or arising out of acts of God, sinkholes or subsidence, strikes, lockouts, or other labor disputes, embargoes, quarantines, weather, national, regional, or local disasters, calamities, or catastrophes, inability to obtain labor or materials (or reasonable substitutes therefor) at reasonable costs or failure of, or inability to obtain, utilities necessary for performance, governmental restrictions, orders, limitations, regulations, or controls, national emergencies, delay in issuance or revocation of permits, enemy or hostile governmental action, terrorism, insurrection, riots, civil disturbance or commotion, fire or other casualty, and other causes or events beyond the reasonable control of Landlord (“Force Majeure”).
30. In the event that Landlord shall fail to enforce any term under this Lease, such failure shall not constitute a waiver of Tenant’s future obligations, nor prejudice Landlord’s rights under this Lease.

Owner/Landlord Signature: Date:

PRINT NAME:

TENANT Signature: Date:

PRINT NAME:

TENANT Signature Date:

PRINT NAME:

Read & Initial

6335 Middlebranch Ave NE

Investor Tenant Summary

Property Information

Property Address	6335 Middlebranch Ave NE, Canton, OH 44721
Occupancy Status	Tenant Occupied
Current Monthly Rent	\$2,050.00
Current Lease Status	Month-to-Month Tenancy

Notice Requirements

Tenant Vacate Notice Requirement	60 Days Written Notice
Landlord Lease Modification Notice Requirement	30 Days Written Notice

Security Deposit

Security Deposit Transferring at Closing: \$1,949.00

Rent Collection

- Tenant pays rent via direct deposit.
- Rent is typically received by the first Friday following the 1st of the month.
- No known payment issues or collection concerns.

Occupancy Details

- Approved Occupants: 1 Adult, 1 Child
- Approved Pets: None
- Tenant Since: July 2023

Utilities and Maintenance – paid by tenant:

- Electric
- Gas
- Water
- Trash Removal
- Lawn Care
- Snow & Ice Removal
- Water Softener Maintenance
- Internet/Cable

Current Tenant Status

- As of July 12, 2026, tenant has not indicated any intention to terminate occupancy.
- Tenant has expressed a desire to remain in the property following the sale.

Special Arrangements

No known verbal agreements, concessions, or special arrangements currently exist between tenant and landlord.

Tenant utilizes an independent third-party service for lawn mowing and trash removal.

Additional Lease Highlights

- Non-smoking property.
- Tenant is required to maintain renter's insurance.
- Security deposit transfers to purchaser upon sale.
- Appliances included: Range/Oven, Refrigerator, Dishwasher, Microwave, and Garbage Disposal.
- Five parking spaces available (2 garage, 3 exterior).

Your rent application has been approved and we welcome you to your new home.
Please read and sign this lease agreement.

ALL PARTIES LISTED BELOW AGREE TO THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT (hereinafter called the "Lease"), made this 10th day of **November 2025**, by and between [REDACTED] (collectively referred to as "Tenants"), for the premises at **6335 Middlebranch Ave NE, Canton, OH 44721** (hereinafter called the "Premises") and **John Draggi** (hereinafter called the "Owner/Landlord") who owns the Premises and whose address is **6316 Middlebranch Ave NE, Canton, OH 44721**. All rents, communications, notices, and /or correspondence will be sent to the above address. The Landlord has the right to change the above-mentioned address.

- The initial TERM of this LEASE will begin on **January 1st, 2026** and continue for **03** months, ending on **March 31st, 2026** (the "Initial Term"). If the Tenant takes possession of the Premises before the Initial Term or remains in possession thereafter, then this Lease shall apply to such additional period. If Tenant and/or Landlord fail to give **at least a 60-day** written notice of their intention to terminate, then this Lease shall continue on a **month-to-month** tenancy and shall be governed by the terms of this Lease. Such month-to-month tenancy shall commence on the first day of each successive month and shall end on the last day of each month. During the month-to-month tenancy, Landlord shall have the right to change terms (such as rent payable or other provisions) by giving Tenant written notice at least thirty (30) days prior to implementing such changes. Thereafter, Tenant's continued possession shall constitute acceptance of such changes.
- ~~**THIRD PARTY PAYOR** Landlord and Tenants agree that third party _____ is authorized to pay rent and/or advance the refundable security deposit on behalf of Tenants to Landlord. It is also agreed that _____, unless terminated by Tenants, shall have the authority to request extensions, give notice to vacate, and give any other notices required pursuant to this Agreement to Landlord on behalf of Tenants.~~
- MONTHLY RENT DUE FOR INITIAL TERM SHALL BE \$2,050.00**, to be paid in advance on or before the first day of each month, without deduction or demand to the following address: **BetterBuilt.com, Attn: John Draggi, 6316 Middlebranch Ave NE, Canton, OH 44721** or at such other place designated from time to time. All payments are applied to the oldest charge amount. **A late fee of \$50.00 per month for each month that a payment is late shall be assessed for all rent or other payments not received by due date, and shall become part of rent due. In addition to other charges set forth in this Lease, there will be a charge of \$40.00 for each check paid by Tenant that is returned unpaid for any reason.** Such charge shall become part of rent due and shall be paid with the next rental payment. All dishonored checks must be replaced with a certified check or money order within twenty-four (24) hours after notification by Landlord. If Tenant pays with more than one (1) dishonored check within any one-year period, all future payments must be made by a certified check or money order. If Tenant fails to timely pay the late fee or to replace a dishonored check as herein required, Tenant shall be in default of this Lease.
- ELECTRONIC DEPOSIT** is the preferred method of rental payment. Tenant will work with the Landlord to setup a non-fee ACH/EFT based payment method such as BillPay, Zelle, or others supported by both the sending and receiving bank with-in 05-days of signed lease or rental deposit.
- PARTIAL MONTHLY RENTAL is in the sole discretion of the Landlord and requires the Tenant to provide a written notice for review and acceptance at least thirty (30) days prior and if agreed to by Landlord will be due at a pro-rated rate in the amount of 1/20 of the total monthly rent per day.**
- MONEY DUE BEFORE POSSESSION OF PREMISES IS TAKEN:**

FIRST MONTH RENT, DUE BY 1/1/2026	\$2050.00
REFUNDABLE SECURITY DEPOSIT, PAID 7/2023,	\$1949.00
PRO RATA RENT FOR 0 days at 1/20 prior to Initial Term for	\$0.00
Non-refundable/ONE TIME PET FEE	\$0.00
LAST MONTH RENT	\$0.00
OTHER	\$0.00
OTHER	INCLUDED
TOTAL DUE BEFORE POSSESSION IS TAKEN:	\$0.00

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7. APPLIANCES – Landlord shall provide the following checked (X) items and appliances as part of this Lease: Range/Oven X, Refrigerator X, Dishwasher X, Microwave X, Garbage Disposal X. All other desired appliances shall be at the cost of and provided by the Tenant. The Tenant agrees to keep the filters, coils, and all appliances clean, and assumes all liability for any damage caused by the Tenants' negligence in the care of these appliances.
8. UTILITIES – **Tenant shall be responsible for arranging and paying** for the following utilities and services which are checked (X): Snow/Ice Removal/Mowing X, Electric X, Gas/Oil X, Water X, Septic/Sewer NO, Trash Removal X, Lawn Care X, Well Pump NA, Sump Pump NO, Water Softener X, Cable/Internet Service X, Other _____. Tenant agrees not to install any of the following unless agreed upon in writing by the Landlord: Air Conditioner, Dishwasher, Space Heater, or a Water Bed. Tenant agrees that no other heat producing appliance or one that would overload the electric supply is permitted. A portion of these utility services, whether paid by the Tenant or the Landlord, may be used or shared by other Tenants. Landlord shall not be liable for damages resulting from failure to pay for utilities for which Tenant is responsible. Landlord shall have the right to temporarily interrupt the service of utilities if there is an accident affecting the same or to facilitate repairs or alterations. Tenant may not add any new or modify any existing utilities without prior written consent of the Landlord. **The Canton City water department does not transfer the water bills directly into the Tenants name however they will provide a copy of the water bill directly to your address and the balance shall become part of rent due. Tenant shall setup autopayment directly with them with-in 05 days of this lease, account number 42353-002**
9. OCCUPANCY – Tenant hereby acknowledges that only those individuals listed on the rental application shall occupy the Premises without the Landlord's prior written consent. **The premises shall be used and occupied by Tenants and Tenants' immediate family, consisting of 1 adult and 1 child exclusively, as a private single family dwelling. Tenants shall comply with any and all laws, ordinances, rules and orders of any and all governmental units.** No additional individuals may occupy the Premises without Landlord's prior written consent. Additional occupants may result in additional rents, and/or a breach of this Lease at Landlord's option.
10. PROHIBITED ITEMS – a) Tenant shall not permit any hazardous act to be performed in, on, or about the Premises. If the Premises become uninhabitable by reason of fire or other damage resulting from Tenant's (or Tenant's agents, invitees, or guests) negligence, Tenant shall pay Landlord all costs and expenses incurred to return the Premises and any other property of the Landlord to the prior condition, and Tenant shall remain liable for all rent under this Lease and any other rent which Landlord loses as a result thereof. ~~b) No grills or other barbecue equipment shall be used on the Premises or any common area or grounds associated with the Premises.~~ **Grills or other barbecue equipment is permitted provided it is not used inside the house, garage and remains at least 10' away from all structures such as fences, house, garage, etc. Damage due to grilling or barbecue equipment is the sole responsibility of Tenants** c) Tenant shall not maintain or store in, on, or around the Premises, for more than twenty-four (24) hours any disabled or inoperable vehicle for any reason. Tenant shall not perform mechanical or cosmetic work on any vehicle on the Premises. Tenant or his agents, servants, invitees, guests, shall not park any vehicles on the lawn. Boats, trailers, motor homes, or recreational vehicles shall not be parked on the driveways. d) Tenant agrees not to install any additional locks or change existing locks on the Premises without a prior written consent of the Landlord. A charge of \$50 shall be made for lockouts, rekeying and/or replacement of locks.
11. PETS – **No pets** shall be permitted in, on, or around the Premises. The Landlord reserves the right to require an addendum pet agreement and charge additional rent if pets are permitted on the Premises. Tenant will assume all liability for this privilege.
12. NON-DELIVERY OF POSSESSION – In the event Landlord cannot deliver possession of the Premises to Tenants upon the commencement of the Lease term, Landlord or its agents shall have 24 hours in which to give possession, and if possession is tendered within such time, Tenants agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, then this Agreement and all rights hereunder may be terminated immediately or at any time before possession is delivered at the option of Tenants. If this option is exercised, all funds forwarded to Landlord must immediately be returned to the payee.

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13. **HAZARDOUS MATERIALS** – Tenants shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous by any responsible insurance company.
14. **USE AND OCCUPANCY** – The restrictions contained hereunder are material obligations under this Lease.
- a. Tenant shall use the Premises only for residential purposes and shall not permit any unlawful or immoral practices to be connected with or carried on in, on, or around the Premises, and shall not disturb surrounding neighbors/Tenants, or create a fire hazard. Any breach of this Lease as to the use and occupancy constitutes grounds for immediate eviction and termination of this Lease, an option the Landlord may or may not exercise. Failure to exercise this option shall not constitute a waiver by the Landlord of the right to evict the Tenant for any future breaches of this Lease.
 - b. Tenant shall not engage in or permit any drug-related or other criminal activity, or any activity that is, in Landlord's sole discretion, otherwise injurious to the community or its reputation.
 - c. For purposes of this section, receipt by Landlord of complaints which are deemed to be valid shall be evidence of violation under this section.
 - d. Each unit is permitted to utilize no more than **5 parking spaces; 2 inside garage and 3 outside garage.**
 - e. Tenant shall maintain a safe and clear passageway to allow access to all exits from the Premises.
 - f. Tenant shall be solely responsible for the security of Tenant's apartment and shall be responsible for any act, failure to act, or negligence on Tenant's part or part of Tenant's agents, servants, invitees, or guests.
 - g. All balconies, patios, or decks, if present, shall be maintained by Tenant and shall be kept neat and orderly. No laundry, boxes, bags, and other unsightly objects shall be placed on the balcony, patio, or deck area.
 - h. Tenant shall not leave any items in, on, or around the Common Areas of the Premises that may be deemed unsightly or hazardous.
15. **TERMINATION** – a) The Landlord or the Tenant may notify the other in writing at least sixty (60) days before the end of the Term of Landlord's or Tenant's intention to terminate or renew the Lease, at the end of the Term. Tenant has no right to terminate the Lease before the end of the Initial Term. **If neither party so terminates this lease, it shall automatically become a month-to-month tenancy.** b) The month-to-month tenancy may be terminated by either party by giving a written notice of intention to terminate at least sixty (60) days before the beginning of the next monthly term. c) Tenant agrees to permit the Landlord to show the Premises during the last thirty days of this Lease term.
16. **SECURITY DEPOSIT** – The security deposit shall be deposited in the Landlord's operational account until this Lease and Tenant's possession of the Premises is terminated. The security deposit shall be returned within thirty (30) days after termination of this Lease and delivery of possession of the Premises to Landlord. **TENANT MAY NOT APPLY THE SECURITY DEPOSIT AGAINST THE LAST MONTH'S RENTAL PAYMENT.** If Premises is sold during any term of the Lease, the Landlord will transfer the security deposit to the purchaser and shall be relieved of all liability. The security deposit shall be returned to Tenant without interest subject to and upon condition of the following:
- a. Tenant has complied with the full terms and provisions of this Lease and the Ohio Revised Code. If the Tenant breaches this Lease, the Landlord shall also deduct the cost of preparing the Premises to be re-rented and any commissions to obtain a Tenant.
 - b. Tenant has given Landlord proper notice prior to leaving the Premises and returned all keys.
 - c. Tenant has cleaned entire Premises. All debris and discards are to be placed in proper rubbish containers.
 - d. Tenant replaces all burned-out lights bulbs with equal quality and wattage as existed at the time Tenant moved in.
 - e. If not reimbursed previously, Landlord may deduct the cost of any repairs, replacements, redecorating, and refurnishing of the Premises caused by anything other than reasonable wear and tear. Scratches and indentations are not considered reasonable wear and tear.
 - f. any unpaid late charges, delinquent rents, or unpaid invoices will be deducted from the security deposit.

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17. **DAMAGE TO PERSON OR PROPERTY** – By executing this Lease, Tenant, for Tenant, and Tenant’s heirs, agents, servants, invitees, and guests, agrees and acknowledges that Landlord shall have no liability for injury to person or damage to property from any cause whatsoever. Tenant, together with Tenant’s heirs, agents, servants, invitees, and guests, hereby agree to hold the Owner, Landlord, and their heirs, successors or assigns, harmless from any and all loss, damages, liability, claims, and expenses. Tenant understands and agrees that Tenant will look only to Tenant’s own insurance for any loss, damage, or claim. For this reason, **IT IS REQUIRED THAT TENANTS MAINTAIN RENTER’S INSURANCE ON THE PREMISES DURING THE ENTIRE TERM OF TENANCY AND LIST LANDLORD AS A BENEFICIARY. FAILURE TO DO SO MAY RESULT IN DAMAGES WHICH WILL NOT BE COMPENSATED BY LANDLORD OR ANY INSURANCE CARRIER OF THE LANDLORD.**
18. **MAINTENANCE OF THE PREMISES** – Landlord agrees to perform maintenance on the Premises only when caused by ordinary wear and tear, or by acts of nature, or forces beyond the Tenant’s control. Tenant shall inspect the Premises within seven (7) days after taking possession and report any defects in writing to Landlord. **The Premises shall be deemed free from defects, in good order, repair, and in a safe, clean and habitable condition at the inception of Tenant’s possession unless Landlord receives such written notice.** Tenant shall pay the cost of replacing all broken glass or torn screens, burned out lights, fluorescent starters, and unstopping of all plumbing. **Tenants will be responsible for any repairs due to Tenants’ neglect. Tenants shall not make any alterations, changes, or improvements to the Premises without Landlord’s prior written consent. Landlord will be responsible for all other repairs to the property and for repairs to any appliances or furnishings provided by Landlord. In the event of an infestation of insects, vermin, rodents, or any other creature, Tenants shall immediately inform Landlord of the infestation and Landlord shall be responsible for eliminating the infestation through treatment and/or extermination. Landlord shall be responsible for removal and/or treatment of any mold or other harmful parasites, pathogens, or other chemical or biological health hazards unless such hazards were caused by the negligent, reckless, willful or wanton conduct of Tenants. Tenants shall immediately notify Landlord of any needed repairs or treatment and any such repair or treatment shall be completed within a reasonable period of time. A reasonable period of time shall be within one week unless the repair or treatment would reasonably require additional time. Any defects that cause an emergency situation or health or safety risk shall be remedied immediately upon notice.**
19. **ACCESS** – Tenant agrees to allow the Landlord or Landlord’s agents to have free access to all areas of the Premises at reasonable times and upon a 24-hour notice (except in emergencies or if it is impractical to give the same) for the purpose of inspecting the Premises, making ordinary, necessary or agreed repairs or improvements. Tenant agrees not to unreasonably withhold Tenant’s consent to such entry. If Tenant is not available to authorize entry, the Landlord or Landlord’s agents may enter the Premises without liability provided that the Landlord and Landlord’s agents exercise ordinary and reasonable care to protect Tenant’s property.
20. **SMOKE DETECTION DEVICES** – Landlord assumes no liability for the failure of smoke detection devices. By accepting the Premises and signing this Lease, Tenant acknowledges that said smoke detection devices are in good working condition. **THE TENANT ASSUMES THE RESPONSIBILITY FOR MAINTAINING THE SMOKE DETECTION DEVICES, INCLUDING REPLACING THE BATTERIES.**
21. **NO SMOKING OR VAPING ON THE PREMISES** – No smoking of any substance is allowed on the premises. If smoking or vaping does occur on the premises: a) Tenant shall be responsible for all damage caused by the smoking or vaping including, but not limited to, stains, burns, odors, and removal of debris and odors; b) Tenant shall be deemed in breach of this agreement; c) Tenant, guests, and all others may be required to vacate the premises; and d) Tenant acknowledges that in order to remove odors caused by smoking or vaping, 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.
22. **SUBLETTING** – **Tenant shall not assign this Lease or sublet or grant any license to use the Premises or any part thereof, without Landlord’s prior written consent.** Such consent, if given, shall in no way relieve Tenant from Tenant’s obligations under this Lease.

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23. **NON-WORKING FIREPLACES** – This house contains one fireplace that has been deemed unsafe for use by a qualified and licensed chimney inspection company. The use of the fireplace is explicitly prohibited. If fireplace use does occur on the premises: a) Tenant shall be responsible for all damage caused from using the fireplace including, but not limited to, stains, burns, odors, and removal of debris and odors; b) Tenant shall be deemed in breach of this agreement; c) Tenant, guests, and all others may be required to vacate the premises; and d) Tenant acknowledges that in order to remove odor caused by use, 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.
24. **SURRENDER OF PREMISES** – Upon the expiration of the lease term, Tenants shall surrender the Premises in good condition, normal wear and tear excepted.
25. **QUIET ENJOYMENT** – Provided Tenants is in compliance with the terms of this Agreement, Tenants shall be entitled to quiet enjoyment of the Premises.
26. **DEFAULT** – If Tenant fails to pay any installment of rent when due, or any other sum to Landlord when due, or shall default and/or violate any other terms of this Lease, Landlord may, without terminating this Lease, reenter and repossess the Premises as provided by Chapter 1923 of the Ohio Revised Code. Should Landlord reenter and repossess the Premises, Landlord may remove all persons and personal property from the Premises and Tenant shall assume full responsibility for any loss of damage resulting from such removal. Should Landlord obtain a new tenant to lease the Premises, Landlord shall charge a commission of \$6000 in connection with its services to re-lease the Premises. **IN ANY EVENT, TENANT REMAINS LIABLE FOR ALL RENT OWING UNDER THIS LEASE UNTIL LANDLORD IS ABLE TO RE-LEASE THE PREMISES. TENANT HEREBY CONSENTS TO THE JURISDICTION OF THE MUNICIPAL COURT.**
27. **REMOVAL OF PERSONAL PROPERTY** – If, after Tenant's default of this Lease, or upon expiration of this Lease, Tenant moves out and fails to remove any and all personal property, then such property shall be deemed abandoned, and Landlord shall be free to dispose of such property without liability.
28. **LEASE BREAK** – Tenants may immediately and without penalty terminate this Agreement if for reasons beyond the control of Tenants, the Premises becomes uninhabitable or presents a risk to health or safety. Landlord may immediately and without penalty terminate this Agreement should Tenants engage in criminal behavior on the Premises or intentional destruction or waste of the Premises.
29. **LATE CHARGE** – In the event that any payment required to be paid by Tenants hereunder is not made by the due date, Tenants shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" of \$50.00 per month for each month that a payment is late. The "late fee" shall be assessed for all rent or other payments not received by the due date, and shall become part of rent due.
30. **ASSIGNMENTS** – In the event of transfer of title to the Premises by Owner, Owner and Landlord shall be free of all further liability contained in this Lease or required by law. Owner may transfer its interest in the Premises without Tenant's consent.
31. **SEVERABILITY** – The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion of this Agreement.
32. **GOVERNING LAW** – This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State in which the leased property is located.
33. **MODIFICATION** – The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

Read & Initial

34. ENTIRE LEASE – This written Lease constitute entire Lease and no oral statement shall be valid or enforceable. If there is more than one Tenant on this Lease, each Tenant is jointly and severally liable for the Lease’s full performance. Any ruling that a clause of this Lease is invalid, shall not invalidate any other clauses of this Lease.
35. EARLY TERMINATION – Tenant has a right to terminate the lease early in the event of hardship. For purposes of this Lease, three specific cases of hardship are defined as (1) loss of employment, (2) relocation of employment outside of the state, or (3) serious illness (including disability) of the Tenants or members of the Tenants’ immediate family occupying the Premises, causing Tenant to leave employment. Any other proposed cases of hardship will be considered on a case-by-case basis and considered in good faith by Tenant and Owner. In all cases of early termination, Tenant shall give Owner a written notice of the intention to terminate the lease early with proof of reasons for such termination. If the Owner accepts the reasons of early lease termination, Owner shall issue a written notice of lease termination effective the last day of the month following the month in which the Tenant's early termination notice was received by Owner. Tenant shall be responsible for the rents payable through the month in which early termination will occur. If Tenant is self-employed, an example of case-by-case basis of hardship will be bankruptcy or dissolution of Tenant's business(es) that contributed to more than half of Tenant's gross income on the previous year's federal income tax return.
36. FORCE MAJEURE – Landlord shall not be responsible or liable for delays in the performance of its obligations hereunder when caused by, related to, or arising out of acts of God, sinkholes or subsidence, strikes, lockouts, or other labor disputes, embargoes, quarantines, weather, national, regional, or local disasters, calamities, or catastrophes, inability to obtain labor or materials (or reasonable substitutes therefor) at reasonable costs or failure of, or inability to obtain, utilities necessary for performance, governmental restrictions, orders, limitations, regulations, or controls, national emergencies, delay in issuance or revocation of permits, enemy or hostile governmental action, terrorism, insurrection, riots, civil disturbance or commotion, fire or other casualty, and other causes or events beyond the reasonable control of Landlord (“Force Majeure”).
37. In the event that Landlord shall fail to enforce any term under this Lease, such failure shall not constitute a waiver of Tenant’s future obligations, nor prejudice Landlord’s rights under this Lease.

Owner/Landlord Signature: Date:

PRINT NAME:

TENANT Signature: Date:

PRINT NAME:

TENANT Signature Date:

PRINT NAME:

Read & Initial