

DFP Investments PLL, Barn Rental Agreement

THIS AGREEMENT made and entered into this 31 ~~20~~ day of March, 2020, by and between DFP Investments PLL (Landlord) and Andrew Kruso (Renter). Whereas, DFP Investments PLL has agreed to rent one 96'x60', 5760 sf, barn with dirt floor and no utilities located at the north end of Beason Road on a 91.461 acre parcel (M40000100570000100) of farm ground located in Xenia, OH.

Renter understands that the rental of said barn is made under the conditions that DFP Investments PLL is not liable for any bodily harm or injury of which may be incurred by the Renter and his guests while on the property.

Renter understands that they are allowed access to the area on the property designated on the attached exhibit which is a 30' wide path around the barn and a 20' wide drive from the north dead end of Beason Road to the southeast corner of the barn for access only. The parking and/or storage of anything outside of the barn is prohibited and the Renter's presence outside of these areas will be considered trespassing.

Renter understands that the barn they have rented is for the indoor parking and storage of vehicles and personal property of the Renter and his immediate family members only. Subleasing of any form is prohibited. Inhabiting the barn or operating a business from the barn is prohibited. Storing or generating any hazardous or flammable materials is prohibited. The Renter will keep the area around the barn free from all trash and debris. The Landlord will cut the grass around the barn as needed. Renter will be responsible for any snow removal required for their access to the barn. The barn is rented "as is" and the Landlord will not perform any repairs to the barn at any time. If the barn is damaged by a weather event after the rental term begins that makes the barn uninhabitable the Renter has the option to terminate the rental agreement. Renter may secure the barn in a reasonable manner and must provide Landlord a key to at least one access point for entry by Landlord as may be required for inspection of barn.

Renter expressly understands that a personal insurance policy must be in place on their individual items and vehicles. DFP Investments PLL maintains insurance for the barn structure, this insurance does not include any contents. Renter hereby states that DFP Investments PLL will not be held liable for any injury to any person and/or theft of, or damage to any contents in said barn and specifically releases DFP Investments PLL from

any liability as aforementioned and that use of the barn is at the peril of the Renter.

Minimum rental term is 6 months with a minimum of 2 months payment at start of rental period (first and last month's rent). Payment in advance for each month is due on the first day of the month and is considered past due and subject to a 10% penalty by the 5th day of each month. The rental period for Renters in good standing will automatically be extended on a month to month basis. This agreement can be cancelled after the initial rental term by either party with 30 days written notice delivered to the respective address listed below. Landlord may increase monthly rental rate after the initial rental term with 30 days written notice. If the minimum rental term is satisfied and Renter chooses to move out and payment has exceeded the length of stay, a refund will be issued by the means of which payment was made.

RENTAL of the barn shall be at a monthly rate of **\$500.00** with a minimum **6 month** term required. - *MAY RENT AT NO CHARGE* ^{East}

THE STATE OF OHIO has provisions to protect a Landlord from Renters that do not honor their agreements with said Landlord. If Renter's account is in arrears of 30 days or more, DFP Investments PLL reserves the right to deny Renter access to the property and barn until Renter's account is current. If Renter's account is not paid to date within 60 days, the State of Ohio allows a Landlord to file an unclaimed motor vehicle affidavit form with the State of Ohio for possession of the Renter's vehicle to be transferred to the Landlord. Other personal property will be auctioned off as provided by Ohio law.

[Signature] 3-31-20
Landlord, DFP Investments PLL
620 Phillips Drive
Beavercreek, OH 45434

Andrew Krusz
[Signature]
Renter

1716 US 42 E
Street Address

Xenia OH 45385
City State Zip

(937) 603-8713
Home/work/cell phone

*ATTACHED:
Access Exhibit

PAID \$1000
BAP 3-31-20