

IN THE SUPREME COURT OF OHIO

Disciplinary Counsel,	:	CASE NO. 2016-0261
	:	
Relator,	:	
	:	
vs.	:	
	:	
Benjamin Joltin,	:	
	:	
Respondent.	:	

Motion for Continuance

Now comes Respondent, Benjamin Joltin, by and through counsel, Tracey A. Laslo, and respectfully moves this Honorable Court to continue the oral argument hearing scheduled for June 1, 2016. As basis, the undersigned is a sole practitioner and is scheduled to be out of the state on a previously scheduled, family vacation. This vacation is an annual family vacation that the undersigned schedules approximately one (1) year in advance. The undersigned entered into a rental agreement on October 6, 2015. Said contract is attached hereto, and marked as Exhibit "A" for the convenience of the Court. Given the gravity and importance of these proceedings, if it were possible, the undersigned would reschedule the vacation to another date. Unfortunately, it is past the

date by which the undersigned could reschedule the vacation, and obtain a refund of previously spent monies.

Further, the undersigned is unable to have another attorney attend the hearing scheduled on June 1, 2016, due to the nature and complexity of the case. Additionally, as is stated above, the undersigned is a sole practitioner and thus the undersigned respectfully believes it would be an undue burden to adequately prepare another attorney to attend the quickly approaching hearing scheduled on June 1, 2016.

The undersigned is cognizant that this request is detrimental to the Respondent. Nonetheless, the Respondent consents to this Motion as the Respondent is well aware that the vacation is scheduled annually, and is with the undersigned's family.

Catherine M. Russo, Assistant Disciplinary Counsel, has been contacted and has no objection to this motion.

WHEREFORE, the Respondent, through the undersigned counsel, respectfully moves this Honorable Court for a continuance of the Oral Argument Hearing scheduled for June 1, 2016.

Respectfully submitted,

/s/ Tracey A. Laslo
Tracey A. Laslo (0070873)
Counsel of Record for Respondent
325 E. Main Street
Alliance, Ohio 44601
(330) 823-9757

CERTIFICATE OF SERVICE

A copy of the foregoing Motion for Continuance has been served upon, Catherine M. Russo (0077791), Assistant Disciplinary Counsel, 250 Civic Center Drive, Suite 325, Columbus, Ohio 43215-7411, this _____ day of May 2016.

/s/ Tracey A. Laslo
Tracey A. Laslo
Counsel of Record for Respondent

A

Short Term Rental Agreement

Property: 4 Eastern Avenue
Harwich Port, MA 02646

Tenant: Tracy Laslo
325 E. Main Street
Alliance, Ohio 44601
330-727-2841 (Tracy)
Mlaslo1@gmail.com

Owners: Joe & Kathy Reis
400 Cheyenne Trail
Wayzata, MN 55391
612-991-5230 (Kathy Cell); 612-940-1234 (Joe Cell)
reis.kathyl@gmail.com

Date: October 6, 2015

Rental Period: One (1) Week

Beginning: Saturday, May 28, 2016 and **Ending:** Saturday, June 4, 2016

Arrival after 3:00 p.m. ■ Departure by 10:00 a.m.

Maximum Occupancy: Seven (7)

2016 Weekly Rent: \$3,500.00 *3,000.00*

One Week Rental:	\$3,000
Cleaning Charge:	\$150
Refundable Security Deposit:	<u>\$300</u>
Total Charge:	\$3,450

1st Deposit Due: \$1,150

Due Date: By November 24, 2015

2nd Deposit Due: \$1,150

Due Date: By January 15, 2016

Balance Due: \$1,150

Due Date: By April 1, 2016

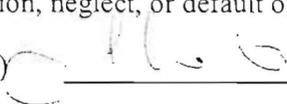
Tenant agrees to rent the Property for vacation purposes and further agrees to the following conditions:

1. Tenant is responsible for full payment for the entire rental period. The Deposit is due by November 24, 2015 with the return of this executed Agreement. The 2nd Deposit is due by January 1, 2016. The Balance is due by April 1, 2016. Bank charges, if any, assessed to owners as a result of wire transfers will be deducted from the Security Deposit.
2. Failure to make payments when due will result in cancellation of this Agreement. If Tenant cancels with at least 60 days notice prior to the first day of the rental period, Owners will use their best efforts to rent the

Property under similar terms and conditions. If successful, dollars received from Tenant will be returned less costs associated with re-renting the Property.

3. Tenant agrees to accept the Property as is, upon arrival, provided it meets the basic standards of habitability under Massachusetts law. Owners agree that the Property will be in good condition for enjoyment of Tenant. Any damages discovered should be immediately (arrival day) reported to Owners.
4. Tenant shall be responsible for damage and/or loss to the Property. Specifically excluded are acts of nature and normal wear and tear. Release of Security Deposit will be subject to inspection of Property for damages and may be held for thirty (30) days following departure date. Security Deposit may be used for repair to Property, extraordinary cleaning and pay-per-view cable charges.
5. Phones are provided for incoming calls and local outgoing calls. Phone number for Property is (508) 430-0809.
6. Occupancy is not to exceed the Maximum Occupancy of 7 people. Tents and outdoor fires (on Property or beach) are prohibited. The indoor fireplace is not operational and use is prohibited and potentially dangerous. No parking on grass as damage to sprinkler system may result. Non-compliance with Condition 6 may result in immediate termination of tenancy without refund, at Owner's discretion.
7. Owners or representative may enter the premises immediately, in the event of an emergency, in order to perform necessary repairs and maintenance.
8. Owners will supply linens, blankets and bath/kitchen towels. Beach towels to be supplied by Tenant.
9. Parking available for two (2) cars in driveway, three (3) cars allowed if they don't extend into the street. Parking on Eastern Avenue is prohibited.
10. No animals, birds or pets are permitted on the Property. No smoking is permitted on the Property. Non-compliance with Condition 10 may result in immediate termination of tenancy without refund, at Owner's discretion.
11. Tenant agrees to leave the Property in good and habitable condition. General cleaning to be arranged by Owner each week. Washing of sheets and towels to be arranged by Owner at end of each Rental Period.
12. This Agreement may not be assigned by the Tenant. The Property is for the Tenant's use only and may not be sublet.
13. If the Property is not available for rental, due to an act of nature or other casualty, Tenant agrees that this Agreement is rescinded. Owners agree to return all dollars received from Tenant.
14. Owners or their representatives shall not be liable to Tenant, Tenant's guests, invitees or any other person for any injury, loss or damage to any person or property on or about the Property. Tenant shall hold Owners and their representatives harmless and shall indemnify from and against all loss or damage occasioned by the use or misuse of any part or fixture on the Property (including within the premises) and from or against any omission, neglect, or default of Tenant, Tenant's guest, or invitees.

Tenant Signature(s)



Date

11/18/15

Owner Signature

Date