



## ARTICLE 2

### Tenants Rent Payments

Tenant promises to pay the Rent and other charges to Landlord as follows:

**Section 2.1. Place and Time of Payment** Tenant shall pay the Monthly Rental Amount to Landlord in advance on the \_\_\_\_ day of each calendar month of the Term without prior demand, deduction or setoff. Tenant shall pay the Monthly Rental Amount by mailing or personally delivering the Monthly Rental Amount in a single envelope to Landlord's office at MIDTOWN LOFTS , 345 S. College Ave. , Bloomington, Indiana, 47408. Landlord reserves the right to accept only one (1) check each month, regardless of whether more than one person has signed the Lease as Tenant.

**Section 2.2. Failure to Pay Rent When Due.** Failure to pay the Monthly Rental Amount on or before its due date shall constitute a breach of this Lease. In addition, if Landlord does not receive the Monthly Rental Amount within three (3) days of its due date, an administrative fee of fifty dollars (\$50) will be assessed. If Landlord does not receive the Monthly Rental Amount and such fifty dollar (\$50.00) administrative fee within seven (7) days of the original due date for the Monthly Rental Amount, a daily administrative fee of five dollars (\$5) shall be charged for each day thereafter that the Monthly Rental Amount and all fees due under this Section 2.2 remain delinquent. If Landlord does not receive the Monthly Rental Amount and all sums due pursuant to this Section 2.2 by the 15<sup>th</sup> of the month, the entire unpaid balance of the Rent for the remaining Lease Term shall become immediately due and payable, the daily administrative charge of five dollars (\$5.00) will continue to accrue until all sums due under this Lease are paid, and the matter will be turned over to Landlord's attorney. Partial payments of the Monthly Rental Amount or fees or utilities will not preclude the assessment of the additional fees described in this Section 2.2. This Section 2.2 may not be construed to authorize the payment of the Monthly Rental Amount after the due date, and Landlord retains the right to terminate this Lease if any Monthly Rental Amount is paid after the due date thereof, regardless of whether the fees described in this Section 2.2 have been assessed, and Landlord retains any other option available to Landlord under the law.

**Section 23. Dishonored Checks.** A BAD CHECK is considered non-payment of Rent If Tenant does not redeem the bad check, the fees described in Section 2.2 of this Lease will be enforced 24 hours after notice of dishonor is provided to Tenant. There will be an additional administrative charge of at least \$30.00 plus any bank charges arising from such dishonored check. If Tenant tenders a bad check during the Lease Term, thereafter Tenant MUST pay all Rent payments by MONEY ORDER OR CASHIER'S CHECK.

## ARTICLE 3

### Security Deposit

**Section 3.1. Security Deposit.** Landlord shall hold Tenant's Security Deposit for the faithful performance of this Agreement. Landlord shall not pay interest on the Security Deposit.

**Section 3.2. Deductions.** Deductions from the Security Deposit may be made by Landlord for the following charges:

**3.2.1.** any delinquent or omitted Rent payments or late fees;

- 3.2.2. the actual or estimated cost of professionally shampooing the carpets;
- 3.2.3. the actual or estimated cost of cleaning the Leased Premises and any fixtures, bedding or appliances;
- 3.2.4. the actual or estimated costs of any repairs, replacement or refurbishing of the Leased Premises including carpet and floor coverings, fixtures, systems, bedding or appliances caused by anything other than reasonable wear and tear;
- 3.2.5. costs and expenses, including reasonable attorney fees incurred by Landlord, arising from Tenant's breach of any Lease provision;
- 3.2.6. packing, moving and storage charges for removal of Tenant's personal property upon termination of this Lease;
- 3.2.7. any unpaid utility bills, pet fees and/or trash fines;
- 3.2.8. any other amounts owed under this Lease;

Nothing contained in this Section shall limit Landlord's right to recover amounts owed by Tenant in excess of the Security Deposit.

**Section 3.3. Security Deposit May Not Be Used As Rent.** Tenant shall not use the Security Deposit to discharge Tenant's obligation to pay Rent; however, upon the breach or termination of this Lease, Landlord may, but shall not be obligated to, apply the Security Deposit as provided in this ARTICLE 3.

**Section 3.4. Return of Security Deposit.** Unless Tenant notifies Landlord of a different address in writing prior to expiration or termination of this Lease, Landlord shall mail the unapplied balance of the Security Deposit to Tenant's Permanent Address within forty-five (45) days after the Lease Term's expiration. If any deductions have been made from the Security Deposit, an itemized list of expenses will also be mailed to Tenant within forty-five (45) days. If Landlord's damages exceed the amount of the Security Deposit, Tenant shall pay the excess amount to Landlord within thirty (30) days after Tenant's receipt of a Landlord's statement of damages.

## ARTICLE 4

### Use and Occupancy

**Section 4.1. Joint Inspections.** A joint inspection, set by appointment, is required upon both move-in and move-out. No oral representation as to condition or repair has been or can be made by Landlord or any agents. In the event Tenant does not appear for the move-out inspection appointment, the inspection will be performed and Tenant waives the right to object to Landlord's conclusions as to Tenant damages.

**Section 4.2. Move-In Condition.** If, upon move-in, the Leased Premises are in need of cleaning or repairs, Tenant agree(s) to prepare an inventory and damage list within forty-eight (48) hours after move-in on the form provided, signed by at least one (1) Tenant; otherwise, Tenant's possession is evidence of acceptance of the Leased Premises.

**Section 4.3. Delayed Possession.** If actions on the part of previous tenants or third parties prevent the Leased Premises from being in a rentable condition on the first day of the Lease Term, Landlord's only obligation will be to correct the problems within a reasonable time. If, in the opinion of Landlord, the time for obtaining possession or making repairs will take longer than two (2) weeks, Tenant shall be entitled to rent a substitute unit, if available, at such unit's applicable rent. If no

suitable substitute unit is available, then either Landlord or Tenant may terminate this Lease by executing a written Termination Agreement which Tenant agrees is Tenant's exclusive remedy against Landlord.

**Section 4.4. Move-In and Move-Out Times.** Move-in time is after 3:00 p.m. on the first day of the Lease Term, and must be done between the hours of 8:00 a.m. and 9:00 p.m. Move-out time is by 12:01 p.m. on the last day of the Lease Term. If Tenant holds over at the expiration of the Lease Term, Tenant shall be charged \$300.00 per day for each day beyond the date that Tenant occupies the Leased Premises without Landlord's written permission, in addition to any amounts necessary to compensate Landlord for any and all damages caused by Tenant's unauthorized holding over. If Tenant moves out prior to the expiration of the Lease Term, Tenant authorizes Landlord to enter the Leased Premises to paint, repair or prepare the Leased Premises for the next tenant without affecting Tenant's liability.

**Section 4.5. Tenant's Obligations.** Tenant shall:

**4.5.1.** Keep the Leased Premises and furnishings in a clean condition during Tenant's occupancy;

**4.5.2.** Not operate a business or conduct any commercial activity in or from the Leased Premises.

**4.5 J.** Not commit waste and not misuse or neglect the Leased Premises;

**4.5.4.** Not damage the plumbing or other equipment, appliances, furnishings, bedding, doors, stairwells, common areas, locks, windows or screens;

**4.5.5.** Not change doorknobs or locks without Landlord's prior written permission;

**4.5.6.** Not cause any liens to be placed upon the Leased Premises;

**4.5.7.** Be responsible for the conduct of Tenant's visitors and/or guests;

**4.5.8.** Not permit anyone other than Tenant to occupy the Leased Premises, except for occasional overnight visitors none of whom shall reside at the Leased Premises for more than seven (7) nights in any 30-day period, and Tenant will be charged a fee of twenty dollars (\$20.00) for each night that any guest of Tenant stays at the Leased Premises beyond seven (7) nights during any 30-day period; and

**4.5.9.** Not create any disturbing noises, or unreasonable interference with the rights, comforts, or convenience of other Tenants. The volume of any radio, TV, stereo, or musical instrument shall be sufficiently reduced at all times to ensure the quiet enjoyment of other tenants.

**Section 4.6. Tenant's Duty to Notify.** Tenant will promptly notify Landlord of any water leaks or other conditions that have caused or may cause damage to the Leased Premises. Landlord reserves the right to contract for all repairs to the Leased Premises, and Tenant is without authority to do so. In the event Tenant contracts for any work or repairs to the Leased Premises, in violation of this Section 4.6, Tenant shall be responsible for payment to such contractor.

**Section 4.7. Compliance with Laws.** Tenant shall comply with all local, county, state and federal laws and shall not engage in or allow any disorderly or unlawful conduct.

**Section 4.8. Utilities.** Tenant will be responsible for the payment of all utilities, except the following: \_\_\_\_\_ Landlord shall not be liable for failure to provide utilities. Tenant must have all applicable utilities placed in Tenant's name on the date that

the Lease begins and **must not turn off utilities before the Lease expires**. If Tenant allows utility service to the Leased Premises to be turned off at any time during the Term of this Lease, Tenant shall be liable for any damages due to loss of utilities and shall be responsible for any utility bills Landlord incurs to restore utility service to the Leased Premises.

**Section 4.9. Pet Policy.** Tenant agrees that **NO PETS ARE ALLOWED WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT**. This prohibition includes, but is not limited to, dogs, cats, birds, and reptiles. Pets cannot visit or be kept for friends or relatives. It is understood that if Tenant decides to have an animal on the Leased Premises, Tenant will be charged a nonrefundable fee of two hundred dollars (\$200.00) at lease signing plus \_\_\_\_\_ a month, which should be included with the monthly rent payment. If an animal is found on the Leased Premises without Landlord's written permission, Tenant will have seven (7) days after notification to rid the Leased Premises of the pet, three hundred dollars (\$300.00) will be deducted immediately from Tenant's security deposit, an additional fifty dollars (\$50.00) per month pet fee will be added to the Monthly Rental Amount for each month during which the pet has been present at the Leased Premises, and Tenant shall be responsible and compensate Landlord for all damages caused by such pet. In accordance with applicable law, trained animals provided for the assistance of disabled Tenants are not "pets" for purposes of this Section 4.9.

**Section 4.10. Subletting.** Tenant SHALL NOT sublet or assign the Leased Premises without Landlord's prior written consent. Landlord's consent, if granted, shall not be effective until Tenant pays a sublet fee of \$100.00 per Tenant. If Tenant vacates the Leased Premises prior to the expiration or termination of this Lease and Landlord finds a sublet tenant, a minimum processing fee of one hundred dollars (\$100.00) will be charged, in addition to the subletting fee of one hundred dollars (\$100.00) per Tenant and reasonable expenses incurred by Landlord in securing a new subtenant. If the sublease fee is unpaid there will be a two hundred dollar (\$200.00) non-payment fee. Notwithstanding any sublet of the Leased Premises, whether by Tenant or by Landlord upon Tenant's vacation of the Leased Premises, Tenant will remain liable to perform all terms of this Lease, and Tenant shall be responsible to pay, on the normal due date of the Monthly Rental Amount under this Lease, any difference between the full amount of the Monthly Rental Amount owed under this Lease and the Monthly Rental Amount received from a subtenant or new tenant. **A Security Deposit will be required of the new subletting tenant, and the security deposit of both Tenant and the subletting tenant will be held until the end of the Lease Term and handled pursuant to the terms of this Lease.**

**Section 4.11. Access.** Tenant shall permit Landlord or Landlord's agents to enter the Leased Premises during all reasonable hours to examine and protect the Leased Premises; to show the Leased Premises to prospective buyers or renters; to make repairs, additions, or alterations as may be necessary; and to apply pest control treatment. Landlord agrees to contact Tenant before arrival of Landlord's agents, except in cases where maintenance requests were made by Tenant. In the event of an emergency, Landlord shall be entitled to enter the Leased Premises immediately at any time.

**Section 4.12. Remodeling.** Tenant agrees not to alter the Leased Premises. No paints, sticky tape, screws, wires, cables, or glue of any kind are to be applied to or installed in the walls, woodwork, floors, doors, ceilings, windows, or furnishings without Landlord's prior written consent. If damage results from any alterations, made in violation of this section, Tenant agrees to pay any costs incurred to paint or repair the damaged area.

**Section 4.13. Claims.** Tenant agrees to waive any claims against Landlord for or on account of any personal injury sustained, or for any loss of or damage to property caused by fire, water, overflow, explosion or any other cause, no matter how it shall arise or where it occurs; or for loss of any articles by theft or by any cause, from the premises. Tenant agree to hold Landlord harmless from any and all claims of any character including but not limited to claims for personal injury or property damages, growing directly or indirectly out of use by Tenant or Tenant's agents, servants, employees, and guests, of the premises, the common areas, the parking area and the public areas

adjacent thereto.

**Section 4.14. Removal of Personal Property.** If Tenant moves out and fails to remove all personal property without making arrangements in advance with Landlord, the personal property shall be deemed to be abandoned and will be disposed of in any manner available. Cost of moving, storage or disposal is fifty dollars (\$50.00) per man hour and will be paid by Tenant. If Tenant sells furniture items to incoming tenants, Tenant understands that the items must still be removed from the Leased Premises during the turnover period. All furnishings and appliances are and shall remain at all times the sole and exclusive property of Landlord.

**Section 4.15. Damages/Destruction of Premises.** Tenant shall notify Landlord immediately of any loss or damage to the Leased Premises or furnishings. If the damages are caused by Tenant or Tenant's guests, Tenant shall bear the costs of repair or replacement. If the Leased Premises are destroyed by fire or other disaster and not rebuilt, this Lease shall terminate without rebate of rent or other fees paid or rent or other fees that are due and unpaid.

**Section 4.16. Compliance with Insurance.** Tenant shall not permit any hazardous act which might cause damage to the Leased Premises. Tenant shall comply in all respects with any policy of insurance and with demands of the Landlord's insurance carrier with regard to safety of the Leased Premises.

**Section 4.17. Recreational/Common Facilities.** ALL PERSONS USING THE RECREATIONAL OR COMMON AREA FACILITIES DO SO AT THEIR OWN RISK. Landlord shall not be liable for failure to maintain recreational or common facilities, and Landlord reserves the right to change the hours or to close the facilities at any time. Nothing in this section shall be construed as requiring Landlord to provide recreational or common facilities for any Tenant.

**Section 4.18. Repairs and Maintenance.** UPON MOVE-IN THE MAINTENANCE FOR THE RESIDENCE MAY NOT BE COMPLETE, BUT LESSOR WILL TRY TO FIX IT IN A TIMELY MANNER.

**Section 4.19. Locks and Keys.** Landlord shall provide a lock for the exterior doors. No additional locks shall be placed upon any doors, nor shall locks be changed without Landlord's prior written permission. Upon expiration or termination of this Lease, Tenant shall return to Landlord ALL original keys (plus any duplicates) to the Leased Premises and mail boxes. If ALL original keys are not returned, the locks will be changed at Tenant's expense. The cost for replacement of an unreturned key will be thirty five dollars (\$35.00)

**Section 4.20. Miscellaneous.** Tenant understands that Landlord does not provide blinds or window treatments to residents of houses. Light bulbs should all be working at move in. Throughout your residency, tenant is responsible for all light bulb replacement unless tenant can not access the light fixture.

## ARTICLE 5 Breach of Lease

**Section 5.1. Attorney's Fees and Costs.** If Landlord employs an attorney to enforce performance by Tenant, to interpret the contractual obligations, to evict Tenant, to collect monies due, or to defend any legal action filed by Tenant, then Tenant shall be responsible for payment of any attorney fees and costs incurred by Landlord.

**Section 5.2. Breach of Lease and Right to Terminate.** If Tenant breaches any provision or term this Lease, Landlord shall have the absolute right to cancel and terminate this Lease by sending notice of termination to Tenant, and the entire remaining unpaid balance of the Rent and all other

amounts required to be paid by Tenant hereunder shall then immediately become due and owing. Tenant shall surrender possession of the Leased Premises within three (3) days after notice of termination. A breach and or termination of this Lease shall not release Tenant from liability for payments of any amounts owed under this Lease. If Tenant breaches this Lease and vacates the Leased Premises without providing to Landlord a forwarding address, Landlord is permitted to serve legal notices to Tenant's last known address, and Tenant agrees that such service shall constitute sufficient service of process.

**Section 5.3. Landlord's Right to Cure.** If at any time during the Term, Tenant believes that Landlord is in default of any provision of this Lease, Tenant shall, within seven (7) days of the alleged default, provide Landlord with written notice of the alleged default. Landlord shall have thirty (30) days from the date of Tenant's notice to cure the alleged default. Tenant agrees that Landlord's failure to cure the alleged default within the thirty (30) day period is a condition precedent to Tenant's recovery of damages.

## ARTICLE 6

### Additional Provisions

**Section 6.1. Policies and Procedures.** The printed *MIDTOWN LOFTS Rules and Regulations* are made a part of this Lease. Failure of Tenant to observe and comply with these Rules and Regulations or others that later may reasonably be required by Landlord constitutes a breach of this Lease.

**Section 6.2. Tenant Disputes.** Landlord is not responsible for any disputes among Tenants or sub-Tenants, nor shall any dispute among Tenants justify termination or excuse breach of this lease.

**Section 6.3. Joint and Several Liability.** Each Tenant and guarantor is jointly and severally liable for the entire Lease term. Each Tenant and guarantor will be held responsible for the entire amount of all payments due under this Lease and for the acts and omissions of all Tenants signing this Lease and all guests. Each Tenant and guarantor authorizes any other signatory to accept notice(s) on their behalf.

**Section 6.4. Representation on Application.** Landlord offers this Lease to Tenant based on the representations made on Tenant's *Application*. If such statements are misleading, incorrect, or untrue, Landlord shall have the right to cancel this Lease and to take immediate possession of the Leased Premises. NO ORAL STATEMENTS MADE BY LANDLORD'S EMPLOYEES OR AGENTS SHALL BE BINDING UNLESS RATIFIED IN WRITING BY LANDLORD.

**Section 6.5. Notice.** Notice shall be provided in writing by the United States Mail, or delivered to the Leased Premises. Mailed notices are effective upon mailing.

**Section 6.6. Miscellaneous.** Time is of the essence of all provisions. Should any section, clauses, paragraphs or part of this Lease be declared invalid by a court of competent jurisdiction or by statute, the remaining parts shall continue and remain in full force and effect. Landlord's failure to insist on the strict performance of this Lease shall not constitute a waiver of any breach of the Lease. No terms of this Lease shall be waived, altered, or modified except by Landlord in writing. This Lease is subordinate to all security interests which may affect the real property.

**Section 6.7. Subordination.** All of Landlord's rights in this lease and in the Leased Premises may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Tenant. The assignee shall be free from any and all defenses, set-offs or counterclaims that Tenant may be entitled to assert against Landlord.

**Section 6.8. Entire Agreement.** This Lease constitutes the entire agreement between Tenant and Landlord and may only be amended by a writing signed by both parties.

**IN WITNESS WHEREOF,** Landlord and Tenant have signed this Lease on the day and year written below.

**WARNING: This is a binding agreement and your signature binds you to its terms and conditions immediately upon signing. Each party to the Lease (and their guarantors) is liable for the full amount of this Lease in the event the other Tenants fail to fulfill their obligations under this Lease.**

TENANT(S)

LANDLORD

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\_\_\_\_\_

MIDTOWN LOFTS

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

Property Address \_\_\_\_\_