



Residential Lease Agreement

Revision Date: 09/01/2025

KEYS GIVEN _____ CODE _____

Property _____ Apt _____

Names _____

Lease Contract begins (today) _____, 20____, and continues through the last day of _____, 20____. Possession Date (if different) _____, 20____.

Authorized Animals type/names: _____

(Management: Initial utilities to be paid by Resident)

_____ Water _____ Sewer _____ Electric _____ Gas _____ Trash Pickup

Prorated Utilities: __ Water, Sewer, Gas, Trash Current Fee ____\$85_____

*all prorated rates will be reviewed quarterly, and any increase incurred for utilities will be passed on to the residents. This amount could fluctuate due to usage.

(Management: Initial utilities to be paid by Management)

_____ Water _____ Sewer _____ Electric _____ Gas _____ Trash Pickup

Rent (initial) one)

_____ \$ _____ per month (base) + \$ _____ per month (animal fee) + \$ _____ utility fee
= \$ _____ due on _____

Pay Day Plan

_____ \$ _____ weekly (x52) every _____
_____ \$ _____ every 2 weeks (x26) every other _____
_____ \$ _____ twice monthly, on the _____ and the _____

Starting _____, 20____

Early Lease Buy Out Fee \$ _____ (Resident may pay this one-time fee to end the lease early and not be held liable for the remaining months of the lease. If not paid at the time of move-out notice, residents are required to pay for all remaining months. **A 30-day notice is still required**)

Partial Rent for period _____ to _____

Damage Security Deposit (cannot be applied to last month's rent) _____

(Initial)_____, I was given a Move-Out packet defining possible fees at move out that may create a balance due for damages, which will be defined with a promissory note owed to management or a reduction of security deposit. I understand deposits will be held for damages and will be returned if applicable by check from landlord and not applied to my last month's rent.

Non-Refundable Animal Registration Fee (\$275 per animal) _____

Additional Key Request (\$10) per key _____

Subtotal _____

Received (receipt) by _____ Date _____

Balance Remaining (due on day of possession) _____

Mgmt. initial _____ Tenant Initial _____





I AGREE,

The pictures on the jump drive provided to me by management is the accurate current condition of the property at my move in. I agree to use the pictures and written move-in inspection agreed and signed by both parties as the reference material to determine the responsibility of damages and repairs at move-out. I agree to follow the move out process and provide a 30-day notice to vacate from premises form to management even if my initial lease period is expired, leases automatically renew each year unless given a 30-day move out notice. (The notice is in our move-in packet and available online www.rentfromanbro.com). I understand a move out inspection must be completed with no exceptions before I vacate the property. Security deposits are not used to cover last month's rent. Keys will only be provided for move in with proof of insurance by copy of declaration page given to management.

Resident(s): This is a legal and binding contract. All persons occupying the home who are 18 or older must sign. Lease information, terms, policies, Move-In/ Move-Out Inspections, Repair terms, Smoke Detector Release, Emergency Contacts, and Lead Paint Release are included and attached. Residents acknowledge receipt of these. Residents agree to the terms and conditions of the lease. Residents accept property "AS IS", with no additional terms or promises which are not outlined in this lease. English is the official language of this lease. Lease automatically renews each year with a minimum 3% cost of living increase subject to the consumer price index, insurance, and property tax increases. Prorated utilities charges can fluctuate month to month based on usage.

Anbro LLC, MLL Properties LLC, or Anbro Apartments LLC, referred to as management, agents, owners, or landlord in lease.

Resident Sign

Print Name

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____

Management: _____

Choose a payment option:

_____ **A.** Cash or Money order delivered to the address shown on the Contact page or pick up arranged prior to due date. Mail not accepted.

_____ **B.** Management's Deposit Only bank account at First Financial Bank, Account. No personal checks allowed. Please include your name and address on the deposit slip. Details on Contact page.

_____ **C.** Direct deposit from your bank to managements account. Routing and account number found on contact page.

_____ **D.** Online credit card payments at www.rentfromanbro.com **ADD \$35 processing fee, can be used as a backup option at your discretion. We recommend choosing option A-C. Processing fees cannot be refunded.**

(This is convenient for clients in good standing. If eviction is filed, the client is no longer in good standing and monies delivered after filing will not be accepted as payment and will not delay the eviction process)

Any returned checks or (NSF) notices will have a \$50 fee to Resident a \$5.00 per day late fee applies to payments not received on the dates shown above. 15% interest on unpaid balance. Attorney and legal fees may be added to this amount.

_____ (initial)) Waiver of Counsel: I/we do not have an attorney and are signing voluntarily.

SIGN X _____ Date _____

SIGN X _____ Date _____





SMOKE DETECTOR ACKNOWLEDGEMENT AND RELEASE FROM LIABILITY

Revision Date 09/01/2025

I hereby state I have inspected the subject property and have determined that the smoke detectors are in proper working order. I understand that the landlord, management, owner, and his/her agents and legal representatives are under no obligation or duty to test or inspect the smoke detectors. I understand that the ongoing maintenance of the smoke detectors and their batteries is the responsibility of the Resident. I have read and fully understand this smoke detector acknowledgement and release from liability and understand that my signature on this form operates as a complete release of the landlord, management, owners, partners, agents, or legal representatives.

SIGN X _____ Date _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (Initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (Initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

_____(initial))





COMPLIANCE WITH FLOOD DISCLOSURE

Revision Date 09/01/2025

This notice is to advise you to seek professional information as to your risk and is modeled to comply with the statutes intent as declared by its author and the Real Estate Commission which reads

Is the property in a flood plain? ☐ Yes ☐ No ☒ I don't know

Do you currently pay flood insurance? ☐ Yes ☐ No ☒ I don't know

Is the property in the 100- year flood zone? ☐ Yes ☐ No ☒ I don't know

Has the property been flooded? ☐ Yes ☐ No ☒ I don't know

SIGN X _____ Date _____

VEHICLES: No parking or driving on the grass, including trucks during the moving process. \$50 fine per vehicle or set of tracks. Vehicles must be properly parked. Improperly parked or stored vehicles may be towed by management at Resident's expense. **Unlicensed or inoperative vehicles parked outdoors may not remain on the property.** Trailers, campers, RVs, boats may only be parked in areas designated for such vehicles with permission from management. **(2 vehicles are allowed in designated parking for apartments/duplex and 3 vehicles for single family residential properties)**

Vehicles included:

1. Make _____ Model _____ Year _____ Plate _____
2. Make _____ Model _____ Year _____ Plate _____
3. Make _____ Model _____ Year _____ Plate _____

Please file a vehicle registration update online for any change or vehicles. _____ (initial)

TERM: The term of this agreement shall commence on the date shown above and continue for a **minimum of twelve full calendar months**. The lease is automatically renewed upon the anniversary date each year with a Cost-of-Living increase. The official Notice of Non-Renewal by Resident form must be received by Management at least 30 days prior to lease anniversary date shown on page 1. In the event this agreement is not accepted by Management or the Owner's agent within 45 business days, the total deposit paid shall be refunded, minus any charges incurred. Residents may terminate prior to the anniversary date by giving proper 30-day notice and paying the Early Lease Buy-Out Fee, along with any other associated charges, and cleaning and damage costs. _____ (initial)

RENT: Rent shall be paid on or before the dates shown for the plan chosen on page one. A Late Fee of \$5.00 per day will be added after the due date, plus interest of 1.5% per month on the delinquent amount. Returned check fee: \$50 per occurrence. Some prosecutors consider a bounced check to be fraud and can be subject to triple damages; we do not accept personal checks. Should the due date fall on a Sunday or federal holiday, the rent will be due on the following day. _____ (initial)

PAYMENTS: Rent is to be paid by Tenant at Managements banking institution in person with deposit slips provided by management or made by direct deposit from your bank to managements or delivered in person at provided address on contact page during business hours or online (for an additional fee). Banking information found on contact page. Money orders need to be PAYABLE TO name on Contact Page and delivered to the address shown or to the banking institution provided. If the PAYABLE line is left blank anyone can pick up your money order and cash it. Credit Card payments can be made at www.rentfromanbro.com but require an additional fee of \$35 fee per payment. **The Resident is responsible for using methods listed or making an appointment to drop off or requesting a pickup prior to the due date Mail or other delivery services are NOT accepted. These systems create delays, and you lose control of your money.** Delays due to mail or other services will not be allowed and will go on record as late payment. Please do not jeopardize your credit over a postage stamp. Postmarks do not count. Late fees continue until the payment is received by management. Should the Resident ignore this





clause and use the mail or other delivery services, if the rent is "lost in the mail" or "money order was lost or stolen" the rent is considered unpaid, and eviction will be started. Unpaid rent will trigger the eviction process. _____ (initial)

Deposit Only account is a convenience for Residents in good standing. In the case of eviction, the Resident is no longer in good standing, and this privilege is revoked. Funds deposited or delivered by a Resident who ignores this clause will be ruled "not accepted", be an additional lease violation, and will not delay eviction. _____ (initial)

The lease will show the payments due and be the receipt. If a manager refuses to write a receipt, DO NOT give them money. DO NOT GIVE ANY MONEY TO MAINTENANCE PERSONNEL OR ANYONE ELSE!! _____ (initial)

COMMUNICATION: We do not have personnel to answer phones. All communication should be in writing, either text to the contact information, delivered to drop off address or emailed anbrollc@yahoo.com to our website (rentfromanbro.com) as shown on the CONTACT page. If you do not receive a response within 3 business days, please contact us again.

Rent is based on current property taxes and insurance costs. These expenses are controlled by the local school board, local, county, state, and federal government and agencies, and insurance companies. If these are increased, the amount of increase will be added to the rent. A written notice will be provided. _____ (initial)

All unpaid late fees, returned check fees, damages, penalties, fines, citations, liens, etc. will be added to the Residents' account and considered "additional rent". All monies received will be applied to the outstanding balance. Late fees will be applied to any unpaid balance. Management will apply any monies received in the following order: deposit first, then fees/penalties, then rent. Unpaid balance will be considered unpaid rent and grounds for eviction. Payer may not re-arrange this process by writing something on his/her payment. Doing so will be considered an act of bad faith regarding the lease. _____ (initial)

Oral communications are non-binding. If a dispute should occur, the terms of the written lease shall override any oral communications. Any promise of repairs, changes, terms, etc. must be in writing. _____ (initial)

NOTICES: Any notice which either party may give or is required to give, may be given by mailing the same, postage prepaid, to Resident at the premises or to Management at the address shown herein or at such other places as may be designated by the parties from time to time. **All communication must be confirmed in writing. Verbal, telephone, recorder, voicemail, text, or email messages sent are non-binding without a confirmation reply in writing from Management, by mail, text, or email.** Residents authorize anyone at the home to sign for deliveries or notices in his/her absence. _____ (initial)

SECURITY DEPOSIT: The security deposit set forth, if any, shall secure the performance of Resident's obligations hereunder. Management may, but shall not be obligated to, apply all portions of said deposit because of the Resident's obligations hereunder. Any balance remaining upon termination minus cleaning and repair expenses shall be returned to the Resident. Residents shall not have the right to apply the security deposit in payment of last month's rent. Funds are held at a local bank in a non-interest-bearing account. Monies due will be mailed to the tenant at forwarding address provided. _____ (initial)

SECURITY DEPOSIT REFUNDS: The balance of all deposits shall be refunded after possession is delivered to Management or his Authorized Agent and premises are repaired or restored to its condition at move-in, ready for the next resident, together with a statement showing any charges made against such deposits. Deposits will be returned by mail, after necessary repairs have been completed. Residents must provide Management with a new mailing address in writing. Management has a 45-day legal time period to return any portion of the deposit. Deposit refunds will be issued by one check, listing all persons on the lease. It is up to the roommates to divide the funds. _____ (initial)

MOVING OUT: We require a 30-day notice to vacate. It is expected for tenants to return the home to management in the same condition it was received minus reasonable wear and tear. If you have any questions about the move out inspection process, please refer to the Move out packet provided or view our readable pdf online. Please notify us in writing. We have an easy to complete form online that you can email to us or use the copy included in your packet, and either text a photo of the form, email, or drop off. Online reference www.rentfromanbro.com. Failure to properly notify could require an additional month's rent payment. _____ (initial)

NORMAL WEAR AND TEAR: This is defined as the long-term effect on an item over its normal lifespan, under normal use, for what it was normally intended, with normal care and maintenance, due to sunlight, residential foot traffic, and the effects of aging. Anything that can be cleaned or repaired is not normal wear and tear. Non-normal wear is considered damage and includes stains, scratches, gouges, rust marks from metal items, melted spots, nicotine film, odors, animal digs in dirt or flooring, excessive wear, spots or drawings by marker, crayon, pencil, lipstick, nail polish, makeup, nail holes, screw holes, damage to walls or paint from shelves or brackets, marks from gasoline, oil, tire marks, grease, tape, rub marks, hand oil or hair oil on walls, breakage of glass, neglect, misuse, etc. If something can be cleaned or repaired this is not normal wear and





tear. According to manufacturers, carpet should last 10 years, paint 12 years, appliances 20 years. Cleaning, repairs, and re-painting due to marks, stains, or damage are not depreciated. _____ (initial)

PHYSICAL POSSESSION: If Management is unable to deliver possession of the premises at the commencement hereof, Management shall not be liable for any damage cause thereby, nor shall this agreement be void or voidable. Residents may void this lease contract if possession is not delivered within 15 days of possession date shown on page 1. _____ (initial)

MULTIPLE OCCUPANCY: it is expressly understood that this agreement is between Management and each signatory jointly and severally. **The term "jointly and severally" means each adult named on the lease shall be responsible for timely payment of rent** and performance of all other provisions of this agreement **no matter what the other signers may do.** All adult occupants must complete an application and will be added to the lease if approved for occupancy. _____ (initial)

New occupants, spouses, or roommates must be approved before occupying the property. In the case of a spouse released from incarceration or any other facility or treatment program who was not listed on the original application, that spouse must complete an application and be approved prior to occupancy. Occupancy, approved or not, assumes legal and financial responsibility for the property and lease. **Occupancy by persons not approved will be billed at \$20 per day per person, retroactive to the first day of the lease contract and may trigger eviction.** _____ (initial)

USE: The premises shall be used exclusively as a residence for no more than the actual persons listed on the application. Businesses, daycare, customer visits, manufacturing, mechanical work, auto-body work, animal breeding, animal boarding, farm animals, etc. are not allowed. _____ (initial)

GUESTS: Persons staying more than a total of 14 days in a 365- day period without management's written consent shall constitute a violation of this agreement and incur a fine of \$50 per day, per person. Visitors must abide by all policies. Visiting or shared custody children, stepchildren, and other anticipated overnight occupants must be listed on the application. _____ (initial)

ROOMMATES: Management will accept only one payment per household, not payments split by roommates. Roommates should have a written business agreement between themselves showing who pays for what and signed by all leases. Even if a person moves out, they are still on the lease and responsible for the rent, fees, cleaning, and damage. Management will not settle disputes between roommates. Security deposits stay with the home until all persons have vacated and a deposit return check will show all lessees in the PAYABLE TO field. When replacing a roommate, we suggest the new roommate "buy out" the deposit of the existing roommate. _____ (initial)

Cleaning and repair charges are based on the original move-in inspection and all persons on the lease, not on the condition when a certain person moved in or out during the lease. Management is not responsible to determine who caused any damage. _____ (initial)

ASSIGNMENT AND SUBLETTING: Resident shall not assign this agreement or sublet any portion of the premises without prior written consent by Management. This includes services such as AirBnb, VRBO, Couchsurfing, and the like. _____ (initial)

DIVORCE / BREAK UP/ ROOMMATES DEPARTING: Management is not responsible for changes in any residents' personal life. The lease continues and each person on lease is responsible even if one person moves out. One person can receive official notices on behalf of all lessees. If a resident desires to vacate and the remaining parties are approved by management for income etc. to sustain the lease, the vacating party may pay the Early Lease Buyout Fee to management to be removed from the lease. _____ (initial)

RENTERS' INSURANCE REQUIRED:

Residents shall obtain Renter's insurance with an effective date the same as the rental agreement, naming Management as its successors an assign as additional loss payee or additional names insured. Management does not insure residents' personal property in the rented premises. In the event of any damage of injury arises out of the resident's failure to maintain or repair the resident shall indemnify landlord, management, its agents, and employees from such claims and hold them harmless. Resident shall provide proof of renters insurance satisfactory to management before entering into this rental agreement. Should residents not provide proof, management may terminate the agreement immediately. Keys will not be turned over to tenants without proof of insurance provided to management. Failure to carry this insurance will not place the burden of liability on management or owners. Management is not responsible in any way for the personal items of the Resident or his/her family or guests. See pages 17 & 18 for Renters Insurance Addendum.





HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Resident agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Only the provided window covering should be visible from the street. ____ (initial)

Quiet Time Rules apply during normal sleeping hours, from 9 pm to 8 am each day. Music, TV, guests, voices, machinery, musical instruments, movement, exercise, car engines, car horns, etc. should not be audible in the next apartment or house. ____ (initial)

Residents shall not have a waterbed on the premises without prior written consent of the Management or Fish tanks larger than 3 gallons. ____ (initial)

Make the effort to be a good neighbor. Neighborhood complaints of noise, trash, unkempt yards, improper parking, unruly children, unruly animals, noisy visitors, arguing, yelling, foul language, bad treatment toward neighbors, verbal abuse to repair person or inspectors, interfering with the quiet enjoyment by others, etc. are grounds for ejection. No one is allowed on the roof. Railings & fences are not for drying laundry. ____ (initial)

SMOKING: Smoking by Residents or visitors leaves a nicotine residue and odor which increases the costs of cleaning, interior painting, and odor removal. Outdoor smoking must be 10 feet away from any door or window. Smokers must be aware their smoke may drift into other homes, apartments, or common areas and act accordingly to prevent disturbing other people. Cigarettes, vapor pens, e-cigarettes, pipes, cigars, hookahs, marijuana, hemp, and any other smoking device or material fall under the lease's smoking policy. Marijuana/hash users must comply with local laws regarding smoking, ingesting, and growing. Interior grow rooms are not allowed. **Smoking inside of the residence is against our rules and will result in loss of deposit PLUS tenant responsible for paying for all fees to clean, repaint, remove/replace: the carpets, walls, furnishings, furnace, and the air quality determined by the severity of the smoke smells and stains. Costs not defined below will be quoted on an as needed basis. . So don't smoke inside the residence, it will be costly.** ____ (initial)

No use of any illegal drugs or participation of any illegal activity permitted whatsoever ____ (initial)

UTILITIES: Residents shall be responsible for the payment of all utilities and services, except those indicated as paid by Management. Heat utilities, both gas and electric, must be in service during tenancy. ____ (initial)

Utilities have been discontinued and must be activated in the tenants' name. A phone list is enclosed. If utilities are still active that indicates the utility company has not arrived to disconnect. **Management strongly suggests the new resident call and begin the utility transfer process immediately to avoid gaps in service.** Residents are responsible to heat the home in cold weather to avoid damage by frozen and or burst pipes. Homes with gas heat also need electricity to run the furnace. **Damage due to freezing such as frozen/cracked pipes, cracked toilets, cracked faucets, and resulting water damage are the responsibility of the resident.** ____ (initial)

Cable & Wifi: We allow cable and internet at our properties; however, we do not want any cords, cables, or dishes mounted to the roof of the home and/or apartment. We do allow cables and cords to be placed underground, and we do allow cable dishes to be on a pole in the yard. To prevent any damage to the building, we would like to discuss our preferences with the cable/internet company before they do any service installation. ____ (initial)

SATELLITE TV DISH: These are allowed but may not be attached to the building in any fashion but **must be mounted on a pole in the yard.** Residents agree to a \$250 fine if the dish is attached to the building. ____ (initial)

ANIMALS: No animals shall be brought on the premises without the prior written consent of the Management. **Only pets listed on the lease may be on the property,** inside or outside. Animals fenced or chained to live outdoors are not permitted. Chickens are not allowed in city limits. Rural settings are subject to written approval by management. ____ (initial)

No temporary pets/animals, sitting, or visiting allowed. Fine: \$300, plus \$50 per day, per animal, per occurrence. If an unauthorized animal is found on the property, the Non-Refundable Animal Registration Fee per animal will be doubled and an Animal Fee of \$70 per month per animal will be added to the Resident's account. Management is not responsible for determining when the animal was brought into the home, so the fees are retroactive to the start of the lease. **Animals must abide by house rules for quiet, cooperative behavior, sanitation,** no damage, no digging, plus have documentation showing proper shots, registrations and tags, or the Resident will be asked to leave. **Feces must be picked up and disposed properly by the Resident or face a \$50 fine per occurrence.** Cat litter must be cleaned regularly and placed in the trash toter, NOT flushed down the toilet. It will clog the sewage lines, make the toilets overflow, and create a large plumbing clean-out expense for the residents. Service, comfort, or support animals must be reported to management as an occupant of the property and to alert repair personnel to the presence of an animal. Failure to report is a violation of the lease. ____ (initial)





Deceased animals or animals no longer living at the home can be removed from the lease after a minimum of one calendar year of animal fees. Management will do an inspection to verify the animal is no longer in the home. ____ (initial)

ADDING AN ANIMAL: Animals must be under 45 lbs., insurable on rentals insurance, current on vaccinations, and cats MUST be spayed/ neutered. Submit your request online or in writing along with a photo of the animal. If approved, fees apply. An animal replacement will not incur extra fees. www.rentfromanbro.com ____ (initial)

MAINTENANCE, REPAIRS, OR ALTERATIONS: Resident acknowledges that the premises are in good order and repair, unless otherwise indicated in the provided Move-In Inspection form. ____ (initial)

Repair or service requests are to be submitted in writing to the office, by email, by text, or via Management's maintenance request form on website (RENTFROMANBRO.COM) Resident has a duty to report needed repairs immediately in writing. Email and text are always available. Check Management's website. Residents should allow extra time for weekends and holidays. Non-emergency issues may take up to 30 days. ____ (initial)

Management has preferred vendors who work at a contracted discount rate. If the resident chooses to hire their own service company, the resident is responsible for that bill. Management will not reimburse for service or contractors not on management's approved list and is not responsible or liable in any way for that worker. **Residents may not deduct repairs or parts from rent without written permission.** Should any part of the house fail or break, Management is responsible only for the repair of the structure and mechanicals, not the utility bill. Example: a water leak goes undetected or unreported and creates a high-water bill – the water bill is the responsibility of the Resident. ____ (initial)

INTERIOR HANGING, DECORATING, PAINTING & ALTERATIONS

Wall pictures must be mounted with 1" brad style nails (very thin) and are limited to an average of 5 per room. We recommend using picture hanging strips that cause no damage. If the wall is paneling, no nails. No damage hanging strips only. **Nothing should be mounted to walls with Tape. NO TAPE!** Tape can tear up walls. No pre-applied LED strips. It tears off paint when removed. Use alternate wall friendly applications. ____ (initial)

Nothing permanent or semi-permanent is to be attached to the interior or exterior of the building – this includes brackets, shelving, cabinets, hooks, wall systems, decor etc. **An exception is wall mount TVs. Residents are responsible for hole repair and paint costs at move out.** ____ (initial)

Resident shall not paint, paper or otherwise redecorate or remove items or make alterations to the premises without the prior written consent of the Management. \$250 per room fine plus repair and painting costs to repaint to management's colors. To make a room more "colorful", use removable items such as drapes, throw rugs, furniture covers, towels, flowers, posters, etc. Improvements by the Resident become part of the property and must stay unless Management deems they should be removed and conditions restored by the Resident. ____ (initial)

FIREPLACE/ WOOD STOVE/ CANDLES/ KEROSENE: These items are non-functioning and for decoration only. Should the Resident use/alter this equipment in any way, the Resident accepts full responsibility for any resulting cleaning, repair, damage, injury, or death. **Insurance does not allow lighted candles or kerosene lamps or heaters. Any flame is also a fire hazard and will be deemed negligent on the part of the tenant.** A burning candle releases soot and waxy residue which accumulates on ceilings and walls, requiring extra painting costs and will reduce deposit refunds. Liquid wax spills into carpet fibers. Use other forms of air fresheners. Kerosene coats the interior with a hard-amber glaze which is not safe to breathe. ____ (initial)

Exterior Guidelines: No outside storage other than trash cans, furniture and grills made for outdoors, or children outdoor play structures. Plastic and riding toys, and bicycles must be stored inside. ____ (initial)

SWIMMING POOLS / TRAMPOLINES: are not permitted on the property. Children wading pools less than 6" deep are allowed, but only at the Resident's risk. ____ (initial)

FENCES, SHEDS: If Resident would like to add such items, submit a drawing of the layout plus photos or brochures of the products to Management. They may not be added without written permission by Management. Such structural items will stay on the property at move out unless Management wants them removed by the Resident. ____ (initial)

GRILLS, BBQ: must be 10 feet away from any structure and not under any overhang when in use. Heat from a grill will easily melt vinyl siding, creating a large repair expense for the Resident, or possible fire. ____ (initial)

BASEMENTS: No basement is ever guaranteed "dry" by management. Even if the basement appears dry, there may be excess ground moisture concerns. Place stored items up off the floor, not in cardboard. ____ (initial)





TRASH: Residents are responsible for keeping ground litter free and properly dispose of trash. Local law requires that only trash in closed cans or toter with closed lids may be stored outside, out of sight from the street. For proper insect control trash may not be stored inside. Some municipalities pick up trash, if not the Resident is responsible to dispose of trash properly or hire a trash collection service. **Trash cans or a portable trash toter is to be set out no longer than 24 hours.** All trash must be in closed plastic bags before placed in toter and the lid must be closed for pickup. Watch your neighbors to know your trash day. If you will be out of town on pickup day, please ask a neighbor to move your toter or cans. _____ (initial)

If a dumpster is provided by management this is a convenience for the Residents only. Non-Residents may not use this dumpster for their trash. Trash must be in closed bags and properly placed INSIDE the dumpster. Trash or junk left outside the dumpster will be fined \$50 per occurrence. _____ (initial))

Residents shall maintain any surrounding grounds, including lawns, landscaping beds and shrubbery, and keep the same clear of rubbish or weeds, if such grounds are a part the premises and are exclusively for the use of the Resident. Shrubby needs to be trimmed both in the Spring and again in the Fall. Trees, shrubs, plants, flowers may not be removed or altered by the Resident or guests. Only addition of potted plants is permitted. _____ (initial)

Residents shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any Resident in the building or neighbors _____ (initial)

Exterior Maintenance: Single-family homes will require a certain amount of upkeep and maintenance which is by necessity the Resident's responsibility. Since all properties will be, to some degree, unique, the following list may only be representative:

Mow lawn as required, Rake leaves as required, Pick up trash, Trim bushes and shrubs, Water plants as needed during drought, Trim small branches off trees, Clean gutters and downspouts 2 times per year (May and October), Shovel snow and apply ice-melt as required, Apply treatment for moles, Cut down and/or dig out weedy trees along fences and buildings, Disconnect garden hoses from October through May 1st. Change furnace filters every 30-45 days, Outdoor grills must be a minimum of 10ft from the building when in use and until heat has dissipated. The Property Manager will provide special tools and supplies upon request. However, the Resident is expected to maintain a lawn mower, rake, and snow shovel and is expected to inform the Property Manager of needs beyond his/her capabilities. _____ initial

Residents shall maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein, at his own expense, and at all times, and shall surrender the same, at termination hereof, in as good condition as received, ready to re-rent. _____ (initial)

APPLIANCES provided at no additional cost are considered "loaners" to be repaired or maintained by the Resident. Residents may not remove such appliances, even if broken or obsolete without written approval from management. Appliances rented from management will be repaired by management.

Range: Serial # _____ Microwave: Serial # _____

Refrigerator: Serial # _____ Washing Machine: Serial # _____

Dryer: Serial # _____ Window A/C Unit: Serial # _____

APPLIANCES: These are listed on the lease. Rental appliances are property of owners. Appliances marked LOANER are provided as a convenience and will not be repaired or replaced by management. Should a loaner appliance become defective, Resident may NOT dispose of it without written permission from management. If the loaner appliance is missing at move out management will charge the Resident for a replacement. **Residents agree to clean and maintain appliances.** _____ (initial))

PLUMBING AGREEMENT Owners are concerned about the health, safety, and welfare of all our residents and those who provide services to our properties. **Do NOT put any chemical treatment into any plumbing fixture – (sinks, toilets, drains).** Products such as Liquid Fire, Drano, and Liquid Plumber can cause serious physical injury to you and/or our service personnel. Drain clearing products can cause property damage to plumbing pipes and drains. Some products even melt pipes. If your home is on a septic system, drain clearing products can upset the natural processing of waste that occurs in a septic system. To avoid injury to anyone and costly charges to your account, do not put food, grease, feminine hygiene products, condoms, paper towels, napkins, wipes, or chemical products in waste lines. In other words, anything other than toilet paper. *Note: If you have a slow or non-flowing drain, contact the Property Manager for instructions on how to proceed.* _____ (initial)





DRAIN CLOGS: Resident inspected the home and agrees all drains and sewer lines were functioning properly at move in. Residents are responsible for basic housekeeping which includes keeping drains free of hair and grease. Management suggests using screen traps for hair and foreign objects in shower and sinks, and a grease can in kitchen to collect cooking grease. Hot water will NOT keep grease liquefied as it travels a long distance to the city sewer line. It cools quickly, becomes solid/ sticky, and creates a clog.

- A clog at the sink or toilet is the responsibility of the Resident. We suggest a tool called ZIP IT to easily remove hair and simple clogs. A good accordion style plunger or snake can unclog a toilet. These are everyday tools every household should have for basic housekeeping. A clog in the main line will be cleared by Management.
- **These items must NOT be flushed: Tampons, feminine napkins, diapers, paper towels, condoms, wet wipes, (even the ones marked FLUSHABLE!) brushes, hair clips, socks, toys, phones, cat litter, grease, etc. as they can easily clog the line, making the toilet overflow now or later.** Please keep this in mind with small children who like to experiment with the toilet. **The first sign your toilet or sewer line is clogged from such items will be an ugly brown overflow.**
- If the plumber finds such items in the drain/sewer line the Resident will be charged for the clean-out. Residents will not be charged if the blockage was due to defective plumbing, tree roots, or acts of nature as described in the plumbers' written report. Here's a quick test: Only human waste should go in the toilet. _____ (initial))

GARBAGE DISPOSALS: Are not trash cans. They are made to handle food RESIDUE, not large quantities. To avoid clogs, scrape food off dishes and cookware. Do not grind celery because the strings wrap around the blades, or potatoes or rice because the starch turns to glue. No bones, wood, glass, or metal objects. If the disposal becomes jammed, insert the ¼" hex key under the center of the motor and turn the motor backwards to release the jammed items. Remove the items with needle nose pliers. After grinding, always run the faucet water at full speed for a full minute to rinse the ground up slurry down the drainpipes and into the sewer system. _____ (initial)

SEPTIC TANKS: If your home is on a septic system, please know that additional water running down the drain (long showers, extra laundry...) puts a strain on the system and can fill the tank quickly. Grease will clog the system creating toilet overflow. Bleach should not go down the drain as it will kill the good bacteria in the septic tank. _____ (initial)

Doorknob and deadbolt locks may not be changed or added without written permission. If Resident has a need to change locks (divorce, lost keys, etc.), management will change them for \$10 per lock with a written request. This is less expensive than locks from a store and are stronger, safer, commercial locks. Management will keep a copy of all keys for safety purposes. _____ (initial)

LOCKED OUT: Management will unlock the door with a \$45 trip charge. We suggest the Resident keep an extra key handy, can be order for \$10 a copy. _____ (initial)

DAMAGES TO PREMISES: If the premises are so damaged by fire or from any other cause as to render them uninhabitable, as determined by management. Management shall have the right to terminate this Lease as of the date on which such damage is determined. Should such damage or destruction occur as the result of the abuse or negligence of Resident, or his invitees, then only Management shall have the right to termination and Resident will be responsible for lost rents and repairs. _____ (initial)

Residents shall be responsible for damage caused by his negligence and or caused by other people, invited or uninvited.

Example: the neighbor's baseball breaks your window. Residents are responsible for repairs. Residents may settle up with the baseball player. All glass breakage is the responsibility of the resident. Management is not responsible to determine who or what caused any damage. _____ (initial)

ENTRY BY SERVICE PERSONS: Submitting a service request, in any fashion, (website, phone, email, text, etc.) is considered permission to enter during reasonable business hours unless plainly communicated in writing by the Resident. Certain requests are considered "emergency" and automatically grant permission to enter, such as no heat during times of extreme cold, no AC during times of extreme heat, gas odor, sparks, smoke, running water, refrigerator not cooling and potential loss of food. Management reserves the right to enter if messages to the Resident go unanswered or abandonment is suspected. If an appointment has been arranged between Management and Resident, and the resident is **not present to allow the inspector or repairman entry, or refuses entry, a trip charge of \$45 may be billed to the residents' account.** Outside contractors may assess their own trip charge to the residence. _____ (initial)

Abusive treatment toward service people such as foul language or threats will be considered a lease violation suitable for eviction. _____ (initial)





Management keeps a key to each residence and building for safety reasons. In case of emergency or suspected abandonment, Management or his agents may enter the building to secure it from potential harm or harm to other persons. ____ (initial)

With notice, Management may make occasional inspections for repairs, pest control, seasonal checks, and safety checks. Management shall have the right to enter the premises: (a) in case of emergency; (b) to inspect (c) to make necessary or requested repairs, alterations, improvements; to supply necessary or agreed services, exhibit the premises to prospective buyers, mortgagees, Residents, workmen, or inspectors; (d) when Resident is non-responsive or phones have been disconnected, and Management suspects Resident may have abandoned or surrendered the premises. ____ (initial)

Resident agrees to allow entry for Periodic Preventive Maintenance & Safety Inspections by Management or its agents or contractors. Residents will be given notice 24 hours or longer. If the time and date are inconvenient, residents may contact Management to reschedule. The new date must be within one week of the original date. A third date will not be provided, and the Resident will be in violation of the lease. This inspection will include taking photos of the interior and exterior of the home to document its condition. If the inspection finds lease violations or cleanliness issues, residents will be notified in writing and given 7 days to remedy. Send a photo to management to demonstrate completion. If not remedied to management's satisfaction, management will send in their own crew at the rates listed on the Standard Cleaning and Repair Costs page. This amount will be added to the Resident's account and must be paid immediately. Residents agree to allow showings to agents, contractors, applicants, buyers, etc. ____ (initial)

INDEMNIFICATION: Management shall not be liable for any damage or injury to Resident, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof. Resident agrees to hold Management, Managements' agents, suppliers, and repairmen harmless from any claims for damages, no matter how caused. **Management's insurance covers the structure only. It does not cover residents' personal property such as furniture, appliances, computers, TVs, clothing, food, etc. Residents are required to carry "Renter's Insurance"** which shall include liability coverage. Failure to carry Renter's Insurance will not place the burden on Management. Management is not responsible for Residents' or guests' property or vehicles. When the lease is marked "repairs by management, Management is only responsible for the repair of the structure and mechanicals and is not responsible for damages or utility bills resulting from broken or defective appliances, mechanicals, plumbing, or structures. **Example: a storm knocks out local electricity causing the refrigerator to lose power and allow food to spoil. The spoiled food is not Management's responsibility. (Tip: add a bag of ice and keep the door shut - It will last hours.)** Should the building become uninhabitable, Management is not responsible to supply motel/hotel, alternate housing, or alternate storage. ____ (initial)

Damage to persons or personal property caused by malfunctions or conditions of the building, appliances, mechanicals, structure, materials, weather, trees, surroundings, etc. will not be reimbursed by management. This includes food, clothing, linens, antiques, furniture, electronics, portable devices, mold, mildew, insects, rodents, pests, neighbors, visitors invited or uninvited. ____ (initial)

LEGAL SERVICE: Each person listed on the lease has 100% authority to receive legal notices on behalf of all persons on the lease. ____ (initial)

HOLDING OVER: Any holding over after expiration of this lease with the consent of Management, shall constitute an automatic renewal of the lease. The last day of the lease period is designated as NOON local time on the specified day. Any holding over will be billed at \$200 per day due to costs and inconvenience incurred by multiple parties – Management, cleaning crew, painting crew, repair crew, marketing costs, the Resident who planned to move in, his/her moving crew and truck rental, etc. To avoid this extra cost, put items into storage, return the keys, and rent a motel room. In the case of a resident not peacefully vacating after management's final notice, this lease becomes a daily rent lease taking on the same right of a hotel, enabling management to remove any personal property and have the persons arrested for trespassing and/or theft of services. ____ (initial)

CRIMINALS: Resident takes responsibility to research criminals, paroles, sex offenders, or persons on house arrest living in the area. Discovering information after signing the lease is not sufficient reason to void the lease. If Resident desires to move out early, Resident may use the Early Lease Buyout program. ____ (initial)

BURGLARY / BREAK IN: Renter's Insurance should cover damage to doors or windows caused by an intruder. Call the police to file a report before calling Management. Keep your doors and windows locked, and valuables out of sight and locked up to minimize theft. ____ (initial)





ABANDONED PROPERTY: Premises and personal property will be considered abandoned when all the following take place:

a. Tenant fails to respond to official written notices from management or local government delivered by USPS, or posted at the home; b. Residents fail to respond to telephone calls or texts, or phone numbers provided by residents are disconnected; c. Rent is 3 days past due; d. Management has posted an Abandoned Property Notice on the door

Discontinuing or allowing utility service to lapse is abandonment.

In the event management deems the resident is not responding and the property is abandoned, the parties agree that management may take possession of the premises and dispose of remaining personal property at management's discretion. Items remaining after eviction or vacating will be considered abandoned and disposed of without liability to management. If it's valuable to you, take it with you. _____ (initial)

DEATH, INCAPACITATION, INCARCERATION: In the event of the death, incapacitation, or incarceration of all authorized occupants over the age of majority, management may immediately secure the property as needed and **contact persons listed on the EMERGENCY CONTACTS** page. If no person listed by the Resident can pay the rent, utilities, and care for the property, or remove the personal belongings within 7 days, Management shall dispose of all perishable items immediately. Non-perishable items shall be delivered to an Emergency Contact or placed into storage. Items of no value will be disposed of.

Resident or his/her estate shall pay all costs related to the packing, cataloging, storing, and transporting of Resident's belongings in addition to any legal or court costs of management associated with tenants' items. Resident authorizes management to sell said items to pay any monies due to management after 30 days. _____ (initial)

EMERGENCY CONTACTS: Resident agrees to allow management to contact references and emergency contacts in the event the residents cannot be reached or is non-responsive to management calls or notices and agrees that notice to those contacts is considered legal service. Name _____ Phone _____

SIGNS, ADVERTISING: Tenant agrees to allow sign and advertising in the yard when vacancy is anticipated. Tenant agrees to maintain signs or advertising installed by management. Placing signs of advertising material does not constitute possession. _____ (initial)

ORDINANCES AND STATUTES: Residents shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, which may hereafter be in force, pertaining to the use of the premises. _____ (initial)

MUNICIPAL INSPECTIONS: If the local government requires inspections or fees, residents will pay these. _____ (initial)

If government or housing associations submit a letter of violation, citation, or possible fines based on the resident's activities to get the resident to clean up, mow, or follow certain rules, management will charge the resident \$100 to process that letter, inspect, and follow up. Residents shall pay all fines or fees. _____ (initial)

NUISANCE: If police are called to the home multiple times for disturbances by the resident, management may, at their discretion, deem the resident to be a common nuisance and evict. _____ (initial)

LIENS: Resident has no authority to incur a debt or lien on the property. _____ (initial)

FALSE OR MISLEADING INFORMATION: If management discovers any untruth in the application or misinforming during tenancy, or posts lies, abusive, inflammatory, or hostile remarks on social media, this is grounds to eviction. _____ (initial)

RELEASE: Resident grants Management permission to use his/her name, image, comments, communications, referrals, voice, still photos, audio, or video, in materials to train, promote, advertise, etc. without compensation, including those of his/her family who occupy the home _____ (initial)

INSPECTION, REPAIRS, MOLD: Standard policy A. Resident acknowledges that management has advised Resident of his/her right to have a professional home inspection performed on the subject property. Resident has completed his/her inspections and/or voluntarily waives that right. _____ (initial))

Resident has inspected the home, is satisfied with its condition, including respect to any allergies, health concerns, pests, and is accepting it AS IS with imperfections and no additional work or changes expected. Residents shall have 7 calendar days from the date of signature to amend any inspection results in writing to management. Residents have reviewed several homes and chose this one. _____ (initial))

Resident agrees that management has delivered the dwelling in a safe, clean and habitable condition and has complied with Code 32-31-8-5 which reads "Delivered the rental premises to a tenant in compliance with the rental agreement, and in a safe, clean, and habitable condition." _____ (initial))





B. Code 32-31-8-6 "(1) The tenant gives the landlord notice of non-compliance [needed repairs]".

Notice of repairs needed must be submitted to management in writing, and receipt confirmed by management. Verbal or voice mail is not acceptable. Email or texting is only accepted when a confirmation reply is sent by management. Code 32-31-8-6(2) **"The landlord [will be] given a reasonable amount of time to make repairs** or provide a remedy of the condition described in the tenant's notice. The tenant may not prevent the landlord or management from having access to the rental premises to make repairs or provide a remedy..." Residents agree to allow 30 days for non-emergency repairs. **Emergency is defined as uncontrollable running water, stopped toilet when only one toilet is in the home, sparking electricity, gas odor, no heat in severe cold, and no air conditioning (only if provided by management) in severe heat.**

Please call 812.344.4238 for Emergency Repairs only _____ (initial)

Management is not responsible in any fashion for the personal items nor personal health of the Residents, family, roommates, and guests. Law does not allow Management to review applicants' health conditions during the application process and as such Management cannot review the Resident's health condition during tenancy.

Residents have examined the home and are satisfied the home is compatible with their health issues. _____ (initial)



From the Department of Health website:

"Mold spores are in the air and on all surfaces. Mold spores are very tiny and light-weight so they float in the air for a long time. Use a dehumidifier as needed. Wipe hard surfaces with a damp, soapy cloth weekly."

"Mold (fungi) is present everywhere—indoors and outdoors. There are more than 100,000 species of mold. At least 1,000 species of mold are common in the U.S. **Most types of molds that are routinely encountered are not hazardous to healthy individuals.**

Many molds are black in appearance but are not Stachybotrys. For example, the black mold commonly found between bathroom tiles is not Stachybotrys. Stachybotrys can be positively identified only by specially trained professionals (e.g., mycologists) through a microscopic exam. Small areas of **mold should be cleaned using a detergent/soapy solution or an appropriate household cleaner. Many mold cleaning products are now readily available at stores.** ** EPA's statement: "Since no EPA or other federal limits have been set for mold or mold spores, sampling cannot be used to check a building's compliance with federal mold standards."

Residents agree that this cleaning and disinfecting of mildew and mold are part of everyday housekeeping and as such are the responsibility of the Resident. Code 32-31-7-5 "tenant shall...keep the areas of the rental...reasonably clean." Residents shall make every effort to control and eliminate moisture in the home – run bathroom exhaust fans, ceiling fans to circulate the air, limit use of humidifiers, etc. Houseplants bring mold spores and moisture into the home. If mold or mildew persists, contact management for assistance. Mold and mildew are NOT sufficient reasons to end a lease. _____ (initial))

If a doctor makes a recommendation about your home and mold, start with simple cleaning. If you choose to leave the home, you may follow the Early Lease Buyout program. _____ (initial))

BEDBUG INFORMATION & OFFICIAL POLICY:

For thousands of years our ancestors dealt with bedbugs. The nursery rhyme "Sleep tight, don't let the bedbugs bite" had meaning. 50 years ago, the pesticide DDT eliminated bedbugs from the U.S. so most of us have never had any issue with them...until now. **Bedbugs are back and rapidly getting worse. They are now in every state.** With the ban on DDT and easy international travel **Bedbugs are Nature's Tiny Super Hitchhiker** and have been carried back to the U.S. from other countries. **Rich or poor, clean or filthy does not matter. Bedbugs are like mosquitoes, attracted to humans by our carbon monoxide breath, our body heat, in search of a blood meal. Bedbugs search for humans. They do not fly. They travel by hitchhiking in or on things, like clothing, coats, school backpacks, suitcases, stuffed animals, mattresses, furniture, which are all personal belongings.** Bedbugs are easily and innocently passed to others through simple contact. Example: lay your coat on a waiting room chair or church pew where a person had already unknowingly carried a bedbug. That one lone insect hitchhikes a ride on your coat and comes into your home without your knowledge. Even new furniture can contain bed bugs if stored near used furniture on a delivery truck. **Bed Bugs are nocturnal, usually coming out of hiding only at night. They do not carry diseases. They hide in mattresses, bedding, furniture, stuffed animals, boxes, even in the dark areas of varnished wood furniture such as dressers, usually within 8 feet of a sleeping area.** They come out once the human warms the bed and breathes carbon monoxide into the air. They are flat and tiny like a small apple seed. A single female can lay 500 eggs. For your peace of mind **Management has taken every physical precaution to seal the structure and has pre-treated the structure against bedbugs.** This includes a long-lasting, all natural, organic, safe for children and pets' substance which will continue protecting the home.





Management has inspected the home and certified it to be BEDBUG FREE. Residents understand and agree that if bedbugs are found they have been introduced to the home by being carried there during occupancy by the visitors, children, deliveries, pets, Residents, etc. and their personal belongings, and as such are the responsibility of the Resident to eradicate.

_____ (initial))

Residents agree to full responsibility for examining, handling, and treating their own personal property such as mattresses, bedding, dressers, stuffed animals, toys, electronics, furniture, clothing, boxes, etc., and that Management is not responsible to handle or treat the Resident's personal property. _____ (initial))

Resident has inspected the home and agrees it is bedbug free and agrees that insect control & treatment are part of housekeeping, and as such are the responsibility of the Resident. _____ (initial))

IMPORTANT: If you find bedbugs remember the HOUSE does not have them. Your personal belongings have them so it's up to you to remove, clean, and treat your belongings.

Procedure:

- Don't panic. Although creepy, scientists have proven bedbugs do not transmit diseases.
- Think. Did you recently bring something into the house such as a used couch or suitcase? Remove suspicious items.
- Don't be embarrassed. Call Management immediately for advice.
- Do remove all bedding, clothing, and stuffed animals, and run them through a washer and dryer on high heat. Heat kills them. Seal these in a plastic bag so they are not re-infested.
- Vacuum everything especially cracks, top and bottom of mattresses, backside of headboards, and the inside of dressers after removing the drawers to pick up insects and their clear eggs. Seal the sweeper bag in a plastic bag and get it out of the house.
- Scrub EVERYTHING.
- Spray crevices with your choice of chemicals available at home stores.
- When the spray has dried, dust all areas with "food grade" Diatomaceous Earth, an all-natural fine powder that will kill the bedbugs that walk over it. Available in garden stores and online. Puff it with a clean ketchup bottle into crevices and the seams of a mattress.
- Enclose the mattress with a mattress bag available at Walmart, home stores, and online.

Management will take total control of the situation by calling professional pest control, scheduling and treatment to be paid for by Tenant. No exceptions. _____ (initial))

TRANSFER HOMES: or apartments within our company - Residents must complete a new application and be approved. The lease on the new home starts when Management takes it off the market. The lease on the current home continues until the Resident has returned possession to Management and the home has been cleaned and prepped, ready for a new Resident. This creates an overlap of rent expenses which the Resident accepts. Any deposit remaining after moving out will be transferred to the new home. If the deposit on the new home is higher, the difference will have to be paid. If the new deposit is lower, no refund is made until move out of the new home. Standard move out criteria applies. Packing and moving out quickly combined with superior cleaning can shorten this overlap and save the Resident money. _____ (initial))

MILITARY ORDERS: We follow the SCRA rules and state law. The military person being transferred or deployed must submit his/her notice to Management in writing on the official enclosed form 30 days in advance as required by SCRA (rent is for full months only), along with the PCS orders. The rights of any remaining persons will also be considered in this process. Rules regarding cleaning and returning possessions still apply. _____ (initial))

FEDERAL, STATE, AND LOCAL LAWS: Residents agree to follow all laws. Breaking laws which relate to drugs, housing, safety are grounds for eviction. _____ (initial))

SEVERABILITY AND LEGALITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. _____ (initial))

WAIVER: No failure of Management to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Management shall not waive management's right to enforce any term hereof. _____ (initial))

ATTORNEY FEES: Each party agrees to pay their own attorney fees and not charge attorney fees to the other party without regard to who the prevailing party is. _____ (initial))





DEFAULT: Management does not allow late or partial payments. Residents are responsible for their personal life and to plan for emergencies, and holidays. If Resident shall fail to pay rent when due, or fail to keep up the terms of this lease, with three (3) days written notice, management may terminate all rights of Resident hereunder, unless Resident, within said time, shall cure such default. If Resident abandons or vacates the home, while in default of the payment of rent, Management may consider any personal property left on the premises to be abandoned and may dispose of the same. In the event Management reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises shall be subject to a lien for the benefit of Management securing the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Resident, Management may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Resident's rights hereunder and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, lost rents during vacancy due to Resident's failure to comply, and including the worth at the time of such termination. ____ (initial))

Three late payments in any 12-month period can lead to eviction. ____ (initial))

Resident agrees in advance to peacefully vacate within 3 days from management's notice. ____ (initial))

Residents agree in advance to a voluntary wage assignment (payroll deduction) of \$75 per week to pay any back rent, charges, or damages, from each adult. ____ (initial))

Resident agrees in advance to pay all costs related to eviction. Because court action is a direct result of a Resident's failure to comply and is beyond the normal scope of renting and cost of doing business, Resident agrees to pay all costs related to legal action, court action, and collections, including but not limited to documentation/photos/copies/ (\$100), court filings (\$80-400), court appearances (\$50 each time), collection fees (40%), 15% interest on overdue amounts, and late fee (\$5 per day). Some of these fees may be incurred after court judgments and added to the judgment. Amounts shown are estimates. Resident agrees to settle out of court for the fees listed in this lease. ____ (initial))

WAIVER OF SERVICE: Unpaid rent is not a secret or a surprise. Residents are aware the rent has not been paid and as such does not require a reminder notice or Pay or Quit notice. Rent is due in advance and the lease is the notice of all future payment due dates and no notices will be required prior to filing eviction. 32-31-1-8 ____ (initial))

Purposely withholding payment for any reason is a violation of this lease and state law. If you have a grievance with Management, submit that in writing. ____ (initial))

REPORTING: Tenant is advised that late payments will be reported to a national tenant database, credit bureaus, and may appear on their credit report. ____ (initial))

WAIVER OF COUNSEL: I/we do not have an attorney and are signing voluntarily. ____ (initial))

