



RESIDENTIAL LEASE

For use only by members of the Indiana Association of REALTORS®

1 This Lease is entered into by J. Kyle Ness
2 ("Landlord") and _____ ("Tenant")
3 on (Date) _____. Landlord and Tenant, in consideration of the mutual promises and
4 covenants contained herein, now agree as follows:

5
6 1. **Leased Premises.** The leased premises ("Property") is described as follows:
7 _____.

8
9 2. **Term.** The term of this Lease shall begin on _____ at _____ o'clock AM PM.
10 and shall end on _____ at _____ o'clock AM PM.

11
12 3. **Utilities.** Tenant agrees to pay for all utilities connected to the Property such as sewer, cable television,
13 telephone, water, steam, gas or electricity.

14
15 4. **Rent.** Tenant shall pay Landlord the sum of _____
16 U.S. Dollars (\$ _____) per year, payable monthly in advance, on the _____ day of each month
17 as rent for the Property. Tenant agrees to pay said rent to Landlord at: Flagstar Bank Acct #

18
19 If payment of _____ is not received within _____ days of due date, a late fee of _____ %
20 of monthly payment will be charged. All tenants, if more than one, shall be jointly and severally liable for the
21 full amount of all payments due under this Agreement.

22
23 5. **Deposit.** On the date of execution of this Lease, the Tenant shall pay the Landlord a damage deposit in the
24 amount of _____ U.S. Dollars
25 (\$ _____). Pursuant to Indiana law (IC 32-31-3-12), upon termination of this
26 Agreement, Landlord shall return to the Tenant the security deposit minus any amount applied to: 1) the
27 payment of accrued rent; 2) the amount of damages that the Landlord has suffered or will reasonably suffer
28 by reason of the Tenant's noncompliance with law or this Agreement; and 3) unpaid utility or sewer charges
29 that the Tenant is obligated to pay under this Agreement; all as itemized by the Landlord with the amount due
30 in a written notice that is delivered to the Tenant no more than forty-five (45) days after termination of this
31 Agreement and delivery of possession. The Landlord is not liable under this provision until the Tenant supplies
32 the Landlord in writing with a mailing address to which to deliver the notice and amount prescribed by this provision.

33
34 6. **Use/Tenant Obligations.** The Property shall be used for residential purposes only for Tenant and Tenant's
35 immediate family. During the lease term, as a condition of Tenant's continuing right to use and occupy the
36 Property, and pursuant to Indiana Law (IC 32-31-7), Tenant agrees as follows: 1) comply with all obligations
37 imposed primarily on a Tenant by applicable provisions of health and housing codes; 2) keep the Property
38 reasonably clean; 3) use all the Property's appliances and systems in a reasonable manner; 4) refrain from
39 defacing, damaging, destroying, impairing, or removing any part of the Property; and 5) comply with all
40 reasonable rule and regulations in existence at the time this Agreement is entered into and any amended
41 during the term of this Agreement.

42
43 7. **Pets.** Pets are NOT permitted in or about the Property unless specifically authorized by Landlord in writing.

44
45 8. **Assignment.** Tenant agrees that this Lease may not be assigned or sub-leased to any person or legal entity
46 without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such
47 permission shall in no way relieve Tenant of Tenant's liability under this Agreement.

48
49 9. **Liability.** Tenant agrees that the Landlord shall not be responsible to the Tenant, or any members of the
50 Tenant's family, for any injury or damage to any person or property that may occur on or about the Property
51 during the term of this Lease.

(Property Address)

- 52 10. **Landlord's Right to Enter.** Landlord may enter the Property occupied by the Tenant, at reasonable times
53 with at least 12 hours advance notice, to inspect the Premises, make repairs, show the Property to
54 prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without
55 advance notice upon consent of the Tenant, when a health or safety emergency exists, or if Tenant is absent
56 and Landlord believes entry is necessary to protect the Property or the building in which they are located from
57 damage.
58
- 59 11. **Termination.** This agreement is only for the stated term and is NOT automatically renewable. Landlord and
60 Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.
61
- 62 12. **Vacation of Property/Forwarding Address.** Tenant agrees and promises to vacate the Property at the end
63 of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's
64 forwarding address to the Landlord.
65
- 66 13. **Abandonment.** If Tenant unjustifiably removes from the Property before the last day of the rental term,
67 Tenant shall be liable for all rent due under this Agreement through the last day of the term, plus damages
68 incurred by Landlord, and less any net rent received by Landlord in re-renting the Property. Landlord may
69 deem that Tenant has abandoned the property and proceed to re-rent the property if: (1) Tenant fails to pay or
70 fails to offer to pay rent due under this rental agreement; **and** (2) Landlord reasonably concludes, under the
71 circumstances, that the Tenant has surrendered possession of the property. (IC 32-31-5-6(b)). If Tenant
72 leaves personal property behind, Landlord shall have the right to dispose of the property as provided by law
73 or per any written agreement between the Landlord and the Tenant.
74
- 75 14. **Sale of Property.** Upon voluntary or involuntary transfer of ownership of the Property, Landlord's obligations
76 under this Agreement are expressly released by Tenant. The new owner of the Property shall be solely
77 responsible for the Landlord's obligations under this Agreement.
78
- 79 15. **Lead-Based Paint.** If this housing was built before 1978, Tenant: **has** **has not** **n/a** received a copy of
80 the Lead-Based Paint Certification & Acknowledgment.
81
- 82 16. **Smoke Detectors.** Indiana law (IC 22-11-18-3.5) requires that the Landlord 1) install a required smoke
83 detector; and 2) replace or repair a required smoke detector, within seven (7) working days after the owner,
84 manager, or rental agent is given written notification of the need to replace or repair. At the time Landlord
85 delivers the Property to Tenant, Landlord shall require Tenant to acknowledge in writing that the Property is
86 equipped with a functional smoke detector (IC 32-31-5-7). Indiana law (IC 32-31-7-5(6)) requires the Tenant
87 to ensure that each smoke detector remains functional and is not disabled. Tenant shall replace batteries in
88 any smoke detector(s) as necessary or, if smoke detector is hard wired into the Property's electrical system
89 and is not functional, Tenant must provide notice to Landlord.
90
- 91 17. **Meth Lab.** The Indiana State Police has created a registry of known meth contaminated properties which can
92 be found at www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or
93 verifying this information.
94
- 95 18. **Sex Offender.** The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the
96 public about the identity, location and appearance of sex offenders residing within Indiana. Owner, manager
97 or rental agent, is not responsible for providing or verifying this information.
98
- 99 19. **Agency Disclosure.** Tenant understands that any property manager, rental agent or employees thereof are
100 representing the Landlord.
101
- 102 20. **Modification.** Landlord and Tenant agree that this Lease may not be modified unless there is a written
103 consent to do so executed by Landlord and Tenant.
104

105 **21. Special Conditions:** The attached addenda include the Non-smoking addendum, key addendum, security deposit
106 agreement, utility service agreement, smoke detector agreement, addendum for drugs, and lease addendum on mold.
107
108 Seller will do property condition checks the 1st Saturday of the 1st week of Jan, April, July & Oct. between 9am & noon.
109
110 Lease will auto renew with a 5% cost of living adjustment rounded to the nearest \$5 increment if the tenant does not
111 give a 60 day notice to vacate. All notices must be in writing via text, email or mail (3344 Mallard Cove Ln Fort Wayne
112 IN 46804). Landlord holds Indiana real estate license
113
114

115 **Any failure by Tenant to comply with the rules and obligations herein is a breach of this Agreement.**

116
117 This Lease/contract together with any and all subsequent forms, amendments and addenda may be executed
118 simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together
119 shall constitute one and the same instrument. The parties agree that this Lease, together with any and all subsequent
120 forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that
121 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The
122 original documents shall be promptly delivered, if requested.

LANDLORD'S SIGNATURE	DATE	LANDLORD'S SIGNATURE	DATE

128
129 PRINTED J. Kyle Ness
130 PRINTED

TENANT'S SIGNATURE	DATE	TENANT'S SIGNATURE	DATE

135 PRINTED PRINTED

138 LISTING BROKER OR COMPANY LEASING BROKER OR COMPANY

141 LISTING AGENT LEASING AGENT



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Form #48. Copyright IAR 2022





LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(RENTALS AND LEASES)

For use only by members of the Indiana Association of REALTORS®

1 PROPERTY ADDRESS: _____

2

3 LEAD WARNING STATEMENT

4 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if
5 not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-
6 1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the
7 dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

8

9 LESSOR'S DISCLOSURE

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

11

12 (i) [] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

13

14 _____

15

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

17

18

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

20

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

22

23 _____

24

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

26

27 LESSEE'S ACKNOWLEDGMENT (initial)

28 (c.) [][] Lessee has received copies of all information listed above.

29 (d.) [][] Lessee has received the pamphlet Protect Your Family From Lead In Your Home.

30

31 BROKER'S ACKNOWLEDGMENT (initial)

32 (e.) [] Broker has informed the lessor of lessor's obligations under the Residential Lead-Based Paint Hazard
33 Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.

34 (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

35

36

(Property Address)

37 **CERTIFICATION OF ACCURACY**

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

40
41 This *Certification* and *Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall
42 be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this
43 *Certification* and *Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that
44 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
45 document shall be promptly delivered, if requested.

46
47
48 LESSEE'S SIGNATURE DATE LESSOR'S SIGNATURE DATE

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51 PRINTED PRINTED

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54 LESSEE'S SIGNATURE DATE LESSOR'S SIGNATURE DATE

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57 PRINTED PRINTED

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59
60 LESSEE'S BROKER DATE LESSOR'S BROKER DATE



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(Property Address)

KEY ADDENDUM

This agreement is formed and entered into between J. Kyle Ness, hereinafter referred to as "Lessor" and _____, hereinafter referred to as "Lessee" is amended as hereinafter set forth.

LESSOR AND LESSEE MUTUALLY AGREE AS FOLLOWS:

1. All keys must be returned at time of termination of lease agreement. This includes apartment home keys, mailbox keys and any additional keys supplied to you during the lease agreement.
2. Lost keys or keys not returned will be billed at a cost of \$25.00 per key.

Received (____) Apartment Home Key(s)
Initial Initial

_____ Received (0) Mailbox Key(s)
Initial Initial

_____ Received (____) Garage Door Opener(s)
Initial Initial

_____ Received (0) Key(s) Fob(s) to Clubhouse
Initial Initial

LESSEE(S) SIGNATURE:

By: J. Kyle Ness
Authorized Agent for Lessor

Date: _____

Date: _____

SECURITY DEPOSIT AGREEMENT

Date _____

Received from: _____, a Security Deposit in the amount of _____ (\$_____) for Apartment # _____ at _____, in Allen County, and the City of _____, and the State of Indiana, Zip _____

BY: J. Kyle Ness
Agent for Lessor

Undersigned agrees that this Security Deposit will not be applied as rent, and that the full months rent will be paid on or before the first day of every month including last month of occupancy.

X _____

X _____

X _____

REFUND OF THE SECURITY DEPOSIT SUBJECT TO THE FOLLOWING PROVISIONS:

1. Full term of the Lease has expired.
2. Sixty (60) DAYS WRITTEN NOTICE prior to move out has been given to Management. This notice must be given at least by the first day of the month **60 days in advance** of your lease expiration. If you are residing on a month-to-month basis, the same exact details of notice are required. All occupancy is from the first day of the month to the last day of the month.
3. No damage to property beyond reasonable wear and tear.
4. Entire apartment, including oven, range (including burner drip pans) dishwasher, refrigerator, bathroom, closets, and cabinets must be clean. Freezer must be defrosted.
5. Ice trays, sink stopper, oven racks, all window treatments, must be left in apartment, cleaned and in good condition.
6. No stickers, holes, screws, and/or fastening devices of any nature or description driven into or attached to the doors, doorframes, cabinetry, or appliances.
7. No damage, holes, burns or stains in floor coverings.
8. All rent, late charges, NSF (non-sufficient funds) charges, maintenance charges and legal charges must be paid in full.
9. All keys returned to the Property Manager.
10. All debris and rubbish discarded from the apartment and storage locker and placed in proper rubbish containers (dumpsters).
11. Forwarding address must be left with the Property Manager or Management Office.

The cost of labor and materials for cleaning, repairs, replacements and delinquent payments will be deducted from the Security Deposit. The Security Deposit will be refunded by check, mailed to your forwarding address within thirty (30) days of compliance with the above provisions, made payable to all persons signing the Lease. Refunds cannot be picked up at the office.

TURNOVER AND DAMAGE CHARGE ADDENDUM

The cost of labor and materials for cleaning, repairs, replacements as listed and delinquent payments will be deducted from the Security Deposit. The Security Deposit will be refunded by check, mailed to your forwarding address within thirty (30) days of compliance with the above provisions, made payable to all persons signing the Lease.

The below list of charges is the most common charges in apartment turnover or accidental damage done by a resident. It is the desire of Management that no charges be assessed to our residents; but in the event of cleaning, repairs, or replacement charges, we want you to be aware of the costs that will be incurred.

<u>ITEM</u>	<u>MINIMUM AMOUNT</u>
Painting Charges:	
Painting – If more than 1 coat	Vendor Cost
Cleaning Charges:	
Trash removal per bag	\$10.00
Furniture removal (per piece)	35.00
General cleaning	Vendor Cost
Replacement Charges:	
Replace interior door	\$90.00
Replace light fixture	55.00
Replace ceiling fan/light fixture	130.00
Replace window screen	25.00
Replace mini blinds	20.00
Replace patio screen	50.00
Replace vertical blinds	55.00
Replace entry door lock	45.00
Replace medicine cabinet mirror – per side	25.00
Replace medicine cabinet	45.00
Replace wet vanity mirror	76.00
Replace towel bar	15.00
Replace toilet paper bar	15.00
Replace oven rack	30.00
Replace crisper drawer	Current Cost
Replace refrigerator	Current Cost
Replace range	Current Cost
Replace dishwasher	Current Cost
Replace carpet	% of life – 5 year life
Replace resilient flooring	% of life - 5 year life
Key Fob	10.00
Garage door remote	40.00
Repair Charges:	
Chip on kitchen appliances	\$35.00
Chip on ceramic tile	45.00
Chip on sink or tub	55.00
Damage to Formica top	50.00
Damage to cabinets	25.00
Damage to carpet beyond normal wear	Vendor Cost
Drywall repair – larger than a quarter	Vendor Cost

Hourly labor charges for work above normal wear and tear \$18.00/hour.

Keys (including mail box) not returned or replaced at \$25 each.

***Pricing subject to change, items beyond normal wear and tear will be charged at move out. May include additional items not listed.**

LESSEE AGREES AND UNDERSTANDS THAT THE TURNOVER AND DAMAGE CHARGE ADDENDUM AND ALL PROVISIONS HEREOF ARE HEREBY INCORPORATED BY REFERENCE AND CONSTITUTE A PART OF THE LEASE AGREEMENT.

LESSEE:

AGENT FOR LESSOR:

J. Kyle Ness

Date: _____

Date: _____

UTILITY SERVICE AGREEMENT

Name of Community: _____

The below stated Utilities shall be placed in your name effective: _____

Water Sewer Trash Electric Gas

Confirmation Number (for Electric/Gas Service): _____

New Address _____ Apt # _____

City/State/Zip Code _____

Applicant's Name: _____

Home Phone #: _____

Applicant's Signature (DO NOT PRINT) _____

Applicant's Signature (DO NOT PRINT) _____

This agreement for service is subject to review and acceptance. **(If applicable)** a \$25.00 deposit must accompany this agreement. Please Note: If this agreement for service is not completed in full and signed, it will not be accepted. This agreement must be completed and submitted prior to lease signing. If this agreement is NOT APPROVED, pre-payment of the utility must be made prior to move-in, at the rate of \$35 per month for the term of the Lease Agreement. Actual charges in excess of this amount will be billed monthly and payable with the next month's rent.

SERVICE AGREEMENT

- Pending approval of the above agreement, the undersigned does agree to the following terms:
1. Bills for the water and sewer service for the above listed address are due and payable on or before the first of the month, following the billing, usually on or about the fifteenth of each month. **Make all checks or money orders payable to the Community name stated above.**
 2. A _____ N/A _____ (\$ _____ N/A _____) late fee will be assessed to the Lessee for any bill not paid by the fifth (5th) day of the month due and may result in termination of service.
 3. Disconnection of service, prior to lease expiration, without written notification to the Management office will result in a fifty dollar (\$50.00) service fee, and assessment for usage of the utility from the disconnect date through the possession date.
 4. **(If Applicable)** The \$25.00 deposit paid with the application is subject to refund pending reconciliation of the water account.

LESSEE UNDERSTANDS AND AGREES TO THE SERVICE AGREEMENT TERMS WHICH ARE HEREBY INCORPORATED BY REFERENCE, AS A PART OF THE LEASE AGREEMENT FOR THE NEW ADDRESS AS LISTED ABOVE.

LESSEE:

(Date)

By: J. Kyle Ness

(Agent for Owner) (Date)

LESSEE:

(Date)

LESSEE:

(Date)

SMOKE DETECTOR AGREEMENT

RESIDENT _____

UNIT ADDRESS _____

COMMUNITY _____

Resident acknowledges that smoke detectors are operable at the time of signing this agreement. Resident shall not tamper with or remove smoke detectors within the unit except to replace "dead" batteries.

Resident agrees to inform Management immediately when a smoke detector is not operating properly.

Resident understands that if a smoke detector "chirps", the battery must be replaced immediately.

Resident understands and agrees to the following fees if smoke detectors within the unit are found to be disconnected, missing or in need of battery replacement by Management.

MISSING SMOKE DETECTOR: \$25 Per Alarm

DISCONNECTED SMOKE DETECTOR: \$10 PER RECONNECTION

BATTERY REPLACEMENT: \$5 PER ALARM

Resident agrees to assume responsibility for all members of the household or guests with the regard to the provision on this agreement.

Date signed ____/____/____

Resident(s)

Date signed ____/____/____

Management (Signature of Management)

LEASE ADDENDUM ON MOLD

Resident Name(s): _____

Unit Address: _____

To minimize the occurrence and growth of mold in the Leased Premises, and to address conditions relating to mold issues, Resident and Lessor hereby agree to the following:

1. **MOISTURE ACCUMULATION** - Resident shall remove any visible accumulation of moisture in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after each occurrence; use exhaust fans in kitchen and bathroom when necessary; properly operate the central air conditioning unit; and take all reasonable actions to keep the climate and moisture in the Leased Premises at levels that will minimize the potential for mold growth (temperature range of 70° to 74°). In the event carpet-drying and/or dehumidifying equipment is temporarily in use, only Lessor or its Representatives may discontinue such use.

2. **NOTIFICATION OF LESSOR** - Upon the first appearance of mold in bathroom or kitchen areas, Resident shall first try to remove the mold with a household cleaning solution, such as Lysol or Pine-Sol, Tilex Mildew Remover, or a combination of 5 parts water and 1 part bleach. If such cleaning does not remove the mold, Resident shall promptly notify Lessor both by telephone and in writing. If mold appears in other areas of the Leased Premises, Resident should not attempt to clean or remove the mold, but instead shall notify Lessor immediately, both by telephone and in writing.

Resident shall also promptly notify Lessor of the presence of the following conditions:

- (i) A water leak, excessive moisture, or standing water inside the Leased Premises;
- (ii) A water leak, excessive moisture, standing water, or mold in any community common area;
- (iii) A malfunction, including condensation problems, in any part of the heating, air conditioning, or ventilation system in the Leased Premises.

3. **REPAIRS** - Lessor will complete any repairs that Lessor in its sole discretion deems necessary, including but not limited to, removal/replacement of carpet and vinyl flooring, removal/replacement of cabinetry, removal/replacement of drywall material, chemical treatments, sanding, and painting. If the condition necessitating the repairs is the result of Resident's failure to comply with the terms of this Lease Addendum, Resident shall pay for the cost of such repairs.

Regardless of responsibility for the condition, Resident shall not be entitled to compensation for inconvenience caused by Lessor, its employees, assigned vendors, or their work in addressing mold or related repair issues. If Resident's personal property is damaged due to mold or moisture, decisions regarding replacement or payment for such items will be made on a case-by-case basis, but in no event shall Lessor be responsible for replacement or payment if the condition is the result of Resident's failure to comply with the terms of this Lease Addendum.

4. **RELOCATION** - In the event Lessor determines that the Leased Premises should be vacated due to mold, moisture problems or related concerns, Resident agrees to vacate the Premises. Lessor may, but is not required to, make reasonable accommodation by offering a comparable rental unit if available, under the same terms and conditions as are consistent with Resident's then existing lease. If Lessor determines, in its sole discretion, that the condition necessitating the relocation is beyond the Resident's control, Lessor may pay the reasonable costs of relocating the Resident into another apartment unit; otherwise, if Lessor elects to offer a comparable rental unit to Resident, Resident shall bear the cost of relocation. Resident agrees to complete relocation within 72 hours of notification by Lessor. Lessor reserves the right to deem the Premises uninhabitable as a result of mold-related conditions and initiate an eviction action against Resident if Resident refuses to vacate. Lessor is under no obligation to allow Resident to return to the original Premises when the repair work is complete; instead, all terms and conditions of Resident's Lease shall apply with regard to the comparable rental unit into which Resident moves.

5. **LIABILITY** - Resident shall be liable to Lessor for damages sustained to the Leased Premises and shall indemnify and hold Lessor harmless from all claims alleging injury, illness, or other damage to Resident, guests, or other residents of the premises as a result of Resident's failure to comply with the terms of this Addendum. Lessor shall be liable only if it disregards Resident's proper notice of the mold-related conditions as provided in paragraph 2.

6. **VIOLATION OF ADDENDUM** - Resident's violation of this Addendum shall be deemed a material violation of the Lease, and the Lessor shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.

<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	_____
Lessee Signature	Date
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	_____
Lessee Signature	Date
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	_____
Agent for Lessor Signature	Date