



# LEASE AGREEMENT -NEW- 2020/2021

This lease agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between **Jeanne Walters Real Estate, LLC** for \_\_\_\_\_ ("**Owner**") hereinafter referred to as the "Landlord," and hereinafter referred to jointly and severally as the "Tenant" or "Tenant". Total amount due to Jeanne Walters Real Estate in consideration for said property prior to possession:

Security Deposit: \$

Pro-rated 1<sup>st</sup> and Last Month's Rent: \$ (due at lease signing)

Re-key fee: \$75 (due at lease signing)

**Total Due at Lease Signing: \$**

## Article 1: Terms and Rent

**1.1 Premises and Tenants:** In consideration of the rent received and the promises made herein, the Landlord leases and the Tenant rents the premises at \_\_\_\_\_ (the "Premises") to be occupied by the Tenant, who are the following persons, and no others:

**1.2 Term:** The term of this lease is days, beginning on (MONTH, DAY, YEAR) and ending on (MONTH, DAY, YEAR) at 12:00PM (noon) unless terminated sooner according to any of the provisions set forth in this agreement.

**1.3 Rent:** The total rent due for the full term of this lease is \$ \_\_\_\_\_ payable in advance in equal monthly installments of \$ \_\_\_\_\_ subject to any additional fees as set forth in this lease and contingent upon timely payment of the rent at the office of the Landlord, Jeanne Walters Real Estate, 107 E 6<sup>TH</sup> Street Bloomington, Indiana 47408, on the first day of each and every month during the term. Payments can also be made online. Contact Landlord for further details if needed.

**1.4 Failure to pay:** The Tenant agrees to pay each installment of rent in full and on time at the address given above. The Tenant agrees that the failure to pay the full amount of any rent installment on or before the due date shall be a breach of this agreement and subject to the default provisions herein below. Furthermore, the Tenant agrees to pay a late payment charge of fifty dollars (\$50) if rent, or any other unpaid charges on their tenant ledger is not received by the office on or before the fifth (5<sup>th</sup>) of the month.

Another fifty dollars (\$50) will be charged if rent, or any other unpaid charges on their tenant ledger is not received by the fifteenth (15<sup>th</sup>) of the month.

The Tenant understand that the Landlord has the right to file for an eviction if rent is not timely received that will result in the Tenant being charged a two hundred dollar (\$200.00) eviction processing fee. The Tenant also understands and agrees a bad check fee of thirty five dollars (\$35.00) will be assessed if payment is refused for any reason for any check tendered by the Tenant to the Landlord. The parties agree that all sums received by the Landlord or their agent will be applied to the oldest outstanding charge on their tenant ledger first. Tenant may not specify payments to pay only specific charges, and Tenant may not postdate payments. Tenant agrees all payments will be applied immediately upon receipt, to the oldest charge on their tenant ledger.

**1.5 Owner Option to Terminate Upon Sale:** Notwithstanding any other provision of the Lease, if Owner intends to demolish or sell the Premises, then Landlord, upon giving Tenant 60 days' written notice, shall have the right to terminate this Lease without compensation of any kind to Tenant. The 60 days' notice need not expire at the end of any term or year or at the end of any month. If the day fixed for termination of the Lease expires on some day other than the last day of a month, the rent for such month shall be apportioned on a per diem basis. If Landlord does not exercise its right to terminate the Lease, Tenant shall recognize the new owner as the Landlord under this Lease and Landlord shall

have the right to transfer the security to the buyer to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

**Article 2: Security Deposit**

**2.1 Security Deposit:** The Landlord hereby acknowledges that the Tenant has paid a security deposit of \$ **(on file)** as consideration for the Landlord's execution of this lease agreement.

**2.2 Deductions:** Deductions from the security deposit may be made by Landlord for the following charges:

**2.2.1** Any delinquent rent or late fees.

**2.2.2** Actual or estimated cost of carpet cleaning.

**2.2.3** Actual or estimated cost of any repairs, replacement, painting or refurbishing of leased premises including but not limited to carpet, floor coverings, fixtures, systems, or appliances caused by anything other than reasonable wear and tear.

**2.2.4** Cost and expenses including reasonable attorney fees incurred by Landlord, arising from Tenant's breach of any lease provision

**2.2.5** Actual or estimated cost of re-renting the premises if the Tenant vacates the premises before the expiration of this lease

**2.2.6** Any unpaid utility bills, pet fees, or municipal fines

**2.2.7** Any other amounts owed under this lease

**2.2.8** To determine which damages may be deducted from the security deposit, the Landlord or their agent and the Tenant agrees to conduct joint inspections of the leased premises, both prior to the Tenant's taking possession and at the Tenant's vacating the premises, in accordance with Bloomington Municipal Code section **16.03.050**.

\*\*\*Nothing in this section shall limit the Landlord's right to recover amounts owed by Tenant in excess of the security deposit.

**2.3 Security Deposit is not to be used as Rent:** The Tenant understands that this deposit is not prepaid rent.

**2.4 Return of Security Deposit:** If Tenant fully performs the obligations under this lease, the deposit shall be returned to Tenant without interest at the termination of the lease, as soon as is reasonable. **Per Indiana State Law, Landlord is not obligated to return the deposit prior to forty-five (45) days after termination of the Lease and Tenant has provided a forwarding address in writing to Landlord. Failure to receive receipts showing proof of payment for all utility bills within two (2) weeks after the end of the lease will result in the delay of Landlord sending the security deposit within the forty-five (45) day period. (Initials) \_\_\_\_\_.** This section shall not limit Landlord's right to recover amounts from Tenant in excess of the amount of the security deposit.

**Tenant authorize us to issue ONE check payable to:**

\_\_\_\_\_

The person listed above is also the only person that will receive a hard copy of the security deposit return statement in the mail. The remaining Tenants will receive this information via email only.

Tenant acknowledges that Landlord is NOT responsible for apportioning the security deposit refund, if any; among the Tenants and that Landlord will have fully complied with Landlord's responsibilities upon mailing a single check or money order. If after deducting the charges from the security deposit there is a deficiency owed to us, the balance will be paid by Tenant within ten (10) days after Landlord mails the itemized statement of deductions.

**2.3.1 Forfeit of Deposit:** IF, FOR ANY REASON, THE TENANT FAILS TO BEGIN THIS LEASE, THE FULL AMOUNT OF THE DEPOSIT IS FORFEITED, IN ADDITION TO ALL OTHER REMEDIES PROVIDED IN THIS LEASE.

**Article 3: Use and Occupancy**

**3.0 Move-In/Move-Out:** No Early Move-Ins and No late Move-Outs allowed. A fee of \$100 per hour will be charged for late move-outs after schedule move-out inspection. Positively no storage of furniture and personal possessions before lease begins nor after it terminates. Personal property stored anywhere on premises after the lease expires shall be deemed abandoned and may be disposed of as Landlord sees fit.

Tenants Initials: \_\_\_\_\_

**3.1 Utilities:** Tenant agrees to have utilities transferred into their name by the time of possession. **Any non-transferred or unpaid utility may result in a penalty of a \$50 processing fee for each bill paid by the Landlord.** The Tenant also agrees to pay, when due, all charges for all utilities and services consumed on or rendered to the premises. Tenant agrees Tenant is responsible for all utility costs incurred, including any overages, until a maintenance request is submitted in writing. Tenant is responsible to leave utilities in service for the entire lease term, including any period of vacancy. Tenant shall maintain the house/apartment at a temperature at or above 58 degrees during winter months to prevent frozen pipes. Tenant shall maintain the house/apartment at or below 82 degrees during the summer months to prevent mold and mildew. Failure to maintain these temperatures will result in a five hundred dollar (\$500) fine plus the costs of repair.

**3.2 Delivery of Premises:** Failure by Landlord to deliver premises on the day the lease begins will result in the suspension of the payment of rent for the number of days Landlord is late in delivery, only. Landlord assumes no obligation to provide alternate housing or pay any costs incurred by the Tenant due to late delivery of premises.

**3.3 Parking:** Vehicles may only be parked in parking lots or designated parking areas. Tenant agrees not to park on grass areas, sidewalks, shared driveways, and in alleys. Parking in these areas may result in up to a five hundred dollar (\$500) fine per occurrence and may result in vehicles being removed at owner's expense. Landlord and towing company will not be held liable for any damages to vehicle. Further, damages done to lawn, sidewalks, etc. will be paid for by the Tenant.

If the Premises' parking lot is monitored by a towing company, Tenant will receive a parking pass at the move-in inspection. This parking pass must be visibly displayed in Tenant's vehicle at all times while parked at the property. If Tenant's parking pass is not properly displayed, Tenant will be towed at Tenant's cost (minimum cost of \$150). If Tenant loses a parking pass, Landlord will issue a new pass at Tenant's cost (minimum cost of \$15).

**3.4 Subletting:** The Tenant agrees not to sublet nor assign the premises without the prior written consent of the Landlord. All subtenants must apply and be approved by the Landlord. Consent will be denied if Tenant has any unpaid balance, otherwise consent will not be unreasonably withheld. Any such sublet or assignment without the Landlord's consent shall be voidable at the Landlord's option. All individuals signing as Tenant on this Lease must sign the sublet agreement before the subtenant can move into the Premises. If Landlord secures a subtenant on behalf of the Tenant, Tenant shall pay a leasing fee to Landlord equal to one month's rent. Tenant agrees that there will be a \$100 administrative fee assessed for each subleasing agreement signed. Tenant understands that any assignments or subleases of this lease will **not** release the original Tenant from liability there under. Furthermore, the Landlord will retain the original Tenants' security deposit until the end of the lease term. Landlord may require an additional security deposit from the subtenant. If it is found that the Premises have been sublet without consent of the Landlord a fine of \$1000 per occupant shall be applied. Additionally, the Tenant is not permitted to post the Premises, or any portion of the Premises, on Airbnb or other similar short-term rental websites.

**3.5 Possession of the premises:** Tenant acknowledges that the Tenant will inspect the premises upon move-in with the Landlord and is satisfied with its physical condition, except as noted on the move-in inspection paperwork. Tenant understands that, by taking possession of the premises in its present condition, Tenant accepts the premises as being in good order and repair. Tenant further understands that Landlord has promised no repairs or improvements except as noted on the move-in inspection paperwork. Landlord hereby expressly warrants that, to the best of their knowledge and belief, the leased premises are fit for human habitation, are in a safe and sanitary condition, and are in compliance with applicable building and housing codes. As long as the Tenant is not in default

under this agreement, Landlord promises that Tenant shall be entitled to peaceably possess and enjoy the leased premises.

- 3.6 Use of the Premises:** Tenant hereby promises not to use the premises or any part thereof, nor allow the premises to be used, for any purpose other than as a private dwelling; nor shall Tenant allow any person other than Tenant to use these premises as a private dwelling. Tenant agrees not to use or permit the use of the premises for any unlawful purposes or in violation of any law, order, or regulation of any governmental authority or of any restrictive covenant relating to the use or occupancy of the premises. Tenant further agrees not to damage or to misuse, or to permit damage or misuse, of the premises. In addition, Tenant promises:
- 3.6.1** Tenant agrees to keep the premises, its fixtures, and equipment at all times in a clean and presentable condition, free of pests and vermin, and in good repair subject to the Landlord's obligation to keep the equipment and appliances in good repair and working order. Tenants are responsible for pest or rodent treatment after 30 days of occupancy and pest or rodent treatment within 30 days of occupancy that are attributable to Tenant. Violations could result in fines up to five hundred dollars (\$500) per occurrence. See bed bug addendum.
- 3.6.2** Only "outdoor furniture" (i.e. patio furnishings, lawn chairs, planters, etc.) shall be permitted outside the premises. Upholstered furniture is **strictly prohibited** outside of the premises. A minimum \$50 fine may be assessed for failing to adhere to the rule. Landlord reserves the right to remove and dispose of any furniture stored outside in violation of this clause at the tenants cost.
- 3.6.3** Tenant agrees not to drill into, disfigure, install or modify any part of the building or grounds, or allow the same to be done without the prior, written consent of the Landlord.
- 3.6.4** Tenant agrees not to paint, paper or decorate any part of the building or allow the same to be done without the prior, written consent of the Landlord.
- 3.6.5** Tenant agrees not to install, change or alter any lock or security device, prepare any extra keys for any lock or security device, or allow the same to be done without prior, written consent of the Landlord.
- 3.6.6** Tenant agrees not to spray, apply or use any herbicides, insecticides, pesticides, or any other chemical agents or allow the same to be done without the prior, written consent of the Landlord.
- 3.6.7** Tenant agrees not to put ANY articles in the toilets, sinks, showers, or tubs that would disrupt normal operation (such as, but not limited to, sanitary napkins/tampons, paper towels, and other cellulose material). ONLY toilet paper can be flushed down the toilet. Tenant agrees to purchase a plunger. In the event the toilet overflows with water, please turn off the shut off valves located behind the toilet to the off position. Notify the office at once. Tenant is responsible for any and all damage done by overflowing toilets.
- 3.6.8** Tenant agrees not to use the roof(s) for sunbathing or other purposes; a **\$50 fine per instance** will be charged if not adhered to.
- 3.6.9** Tenant is responsible for all repair bills due to Tenant negligence, service call charges when there is nothing to repair, and when maintenance personal or contractors are denied entry.
- 3.6.10** Tenant is not permitted to remove working batteries or tamper with properly functioning smoke detectors. If Tenant tampers with smoke detectors, Tenant will be financially liable for any potential damages incurred in addition to a potential five hundred dollar (\$500) fine from the Landlord.
- 3.6.11** Tenant is not permitted to attach a satellite dish to the premises. If Tenant wants to install a satellite dish, it must be on a temporary mounting device in the yard only. **TENANT MAY NOT ATTACH ANY DEVICES TO ROOF OR STRUCTURE WITHOUT WRITTEN PERMISSION.** All cable installations shall be done in a professional manor and the installer shall not be permitted to drill through floorboards. Tenant will be financially liable for any potential damages incurred to the premises. Any cost or expense associated with the installation of the lines, outlets, jacks, or other cable, internet, or satellite installations shall be that of the Tenant.

*Any damages caused by the installation of cable, satellite dish, phone, or other utilities shall be Tenant's responsibility.*

*\*\*\*Upon expiration or other termination of this lease, Tenant agrees to surrender the premises in as good a condition as they were at the beginning of the term.*

- 3.6.12** Tenant shall not install, place, or use any swimming pool, hot tub, or water bed on any balcony, porch, deck, common area, or inside the Premises without prior written consent of Landlord. Tenant shall defend, indemnify and save harmless Landlord and Owner from and against any claim, liability or judgment, including attorney fees and defense costs, for any loss arising out of the placement or

use of any such pool, hot tub, or waterbed on the Premises, and from any fine or penalty imposed by any civil agency or court because of the placement or use of such pool, hot tub, or waterbed. If a hot tub is already located on the Premises, Landlord or Owner may, at their option, remove the hot tub without notice to Tenant and without compensation or rent abatement of any kind to Tenant.

- 3.7 Repairs and Maintenance:** Landlord agrees to keep the structure of the premises in habitable condition by making necessary repairs upon timely notice to the Landlord. Tenant promises to notify Landlord or their agent immediately of any damage or of any equipment or appliance malfunction which could cause additional damage to the premises if not repaired promptly. Landlord will schedule appropriate repairs upon receiving notice. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of Tenant, either in the repair or replacement. If maintenance is requested by Tenant, the service provider shall arrive and be allowed access by Tenant or a key provided by Landlord. If upon arrival for repairs Tenant does not allow access to the provider, the Tenant will incur a service call charge due upon receipt. Refer to the Tenant Handbook for further information regarding maintenance. *Landlord offers a 24-hour emergency maintenance line, which is intended for emergency maintenance calls only. If Tenant calls the emergency maintenance line for a non-emergency situation, Tenant will be charged a fee for every non-emergency call. In case of a life threatening situation, call 911.*

**\*\*If a dehumidifier has been provided, Lessee(s) shall keep it plugged in and turned on at all times and tenants must empty the catch basin as needed.**

The following are Tenant and Landlord obligations:

- 3.7.1 Light bulbs, smoke detectors, and fire extinguishers:** At the time of move-in, the Landlord will have batteries in all smoke alarms and provide a current and working fire extinguisher. Tenant agrees that it is Tenant's responsibility to supply and install light bulb replacements, battery replacements for smoke detectors/alarms, and conduct a monthly inspection of the fire extinguishers. The Premises should be in the same condition upon move-out as it was at move-in. Tenant is not permitted to remove working batteries or tamper with properly functioning smoke detectors. If a Tenant tampers with smoke detectors, Tenant will be financially liable for any potential damages/fines incurred in addition to a potential five hundred dollar (\$500) fine from Landlord.
- 3.7.2 Entering the Premises:** Landlord promises to enter the premises for purposes of making inspections, repairs, or improvements/remodels only after giving reasonable notice to Tenant and only during reasonable hours. Landlord promises that neither Landlord nor their agent shall intrude unnecessarily into Tenant's personal effects during any entry upon the premises as long as this agreement is in effect. Furthermore, Tenant agrees that Landlord or its agents may enter the leased premises without prior notice if the Landlord or its agents reasonably believes that an emergency exists which requires immediate entry without notice.  
**Maintenance work orders submitted by tenants are considered approval for maintenance staff to enter residence. No notice shall be given after tenants submit maintenance request to landlord. No notice will be given by landlord for landscaping or other outside work.**
- 3.7.3 Prompt repair:** Upon move-in (or renewal inspection) the maintenance for the Premises may not be complete, but Landlord will try to complete in a timely manner. Landlord agrees to repair the premises, its fixtures, or equipment when necessary because of the misuse or negligence by Tenant, Tenant's family, or guests. However, Tenant agrees that, in the event of Tenant's misuse or negligence, the cost thereof shall be itemized on statements sent to Tenant and the amount due shall be payable to the Landlord on receipt of the statement; if the amount is not paid within ten (10) days, it shall be regarded as additional rent, payable on demand with any installment of rent thereafter becoming due and payable. If the leased premises be partially damaged by fire, accident, or natural disaster, Landlord promises that repairs shall be made as speedily and conveniently as possible, and the Tenant agrees that no reduction of rent shall be allowed to Tenant while such repairs are being made. In case damage is so extensive that the premises are uninhabitable, Tenant's obligation to pay rent shall cease until such time as repairs are completed, at which time Tenant shall retake possession of the premises.
- 3.7.4 Damages/Destruction of Premises:** Tenant shall notify Landlord immediately of any damage to the house or furnishings. If Tenant or the Tenant's guests caused the damage, Tenant shall bear the

costs of repairs or replacement of damaged items. If, in the opinion of Landlord, Tenant or Tenant's guests have been destructive of the Premises, Landlord may take immediate action to evict Tenant, and Tenant and their Guarantors will be responsible for all rent, damages, and associated legal and court costs. Tenant is responsible for all repair costs due to Tenant negligence. Such repairs include, but are not limited to burnt out light bulbs, hair in sink/shower drains, toilets clogged by inappropriate items, clogged toilets needing nothing more than a plunger to unclog, etc. If the Premises become uninhabitable by reason of fire or other reason not caused by negligence of Tenant, Tenant's invitee, or other person on or near the Premises due to Tenant's occupancy, the rent due pursuant to this Lease will be suspended unless the Premises are restored to a habitable condition within thirty (30) days. Landlord is not obligated to rebuild or restore the Premises. In the event the Premises or a building of which the Premises are part is destroyed by fire or other disaster and Landlord does not rebuild, this Lease will terminate, and rent paid in advance will be prorated up to the date of destruction of the Premises. In any event, the Landlord shall have no responsibility to provide or locate other living accommodations for the Tenant.

**3.7.5 Personal Security:** No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. Landlord disclaims any express or implied warranties of security. Tenant is solely responsible for Tenant's own personal safety and the safety of Tenant's personal property at all times while on the Premises. Landlord does not provide any security for Tenant or Tenant's guests. If Tenant wants to install their own security system, they must receive written approval from Landlord. If a security system is installed, it is the Tenant's responsibility to provide Landlord with the code for emergency purposes, as well as for service requests.

**3.7.6 Yard maintenance and snow removal:** Landlord shall be responsible, at their expense, for cutting the grass. Tenant is responsible for keeping the walks and steps free of snow and ice in accordance with municipal regulations. *Tenant may be financially liable for violating municipal regulations and violation fees from the landlord including costs of fees for removal of snow, if necessary.* Absolutely no personal property, trash, or recycling may be left or stored in common areas. Landlord reserves the right to cleanup any trash and remove any such property, which will be deemed to have been abandoned, without notice, and to charge Tenant for such cleanup or removal.

**3.7.7 Plumbing:** Tenant shall not use Drano/or other similar liquid cleaners for plumbing problems. Tenant is required to obtain a strainer used for bathtubs (to catch hair). Tenant will assure that garbage disposal is used properly for acceptable food or similar biodegradable waste and NOT foreign objects like glasses, plates, bottle caps, silverware, etc. or foods with hard and stiff rinds, pasta, fibrous foods, and very fatty foods and oils. Tenant shall be responsible for any stoppage of any drain pipes for the premises, including the stoppage of kitchen food disposal and toilets; unless Tenant can show that the stoppage resulted from a cause beyond control of Tenant. Costs of fixing, repairing or replacing a jammed garbage disposal due to the above items' presence will be the responsibility of Tenant.

**3.7.8 Refuse disposal and recycling:** Tenant understands that Tenant is responsible for disposing of Tenant's trash and garbage in approved containers, and agrees to do so in compliance with the Bloomington Trash Code, a copy of which is available with this lease agreement. *Tenant may be held financially liable for violating the Bloomington Trash Code. In addition, Tenant may incur up to a five hundred dollar (\$500) fine per occurrence from Landlord.* Recycling services are available in Bloomington, and recycling collection service may be available for the leased premises. Tenant is encouraged to participate in recycling. Landlord has additional information available.

**3.7.9 Pets: NO PETS APPROVED FOR THIS PROPERTY.**  
ABSOLUTELY NO ANIMALS, BIRDS, FISH, REPTILES, OR PETS OF ANY KIND WILL BE PERMITTED IN THE PREMISES UNLESS SPECIFIC WRITTEN APPROVAL IS GIVEN BY Landlord. Aquariums up to 20 gallons are allowed without a pet deposit or fee. Tenants with aquariums over 20 gallons will be required to pay a pet deposit and fee, and must have proof of renter's insurance. These rules also apply to visiting pets. Tenant is not approved to watch/babysit/etc. any pets unless Tenant has received prior written approval from Landlord. The first violation of this policy will result in a charge equal to five hundred dollars (\$500), subject to additional fines if the animal is not removed, in addition to all other available remedies, including eviction and financial liability for repair and

replacement of any damages to the Premises, common areas, or other property or physical injury. Upon discovery, the pet must be removed from the premises within three days and an inspection will be conducted to verify its absence. Second and subsequent violations will result in a penalty charge of two months' rent. Any further violations will result in the immediate removal of the animal to the Monroe County Humane Society. Additionally, Landlord may seek remedies up to and including eviction. Upon move-out, Landlord may charge a separate Animal Cleaning Fee in addition to all other remedies under this Lease to provide a professional cleaning of the Premises. Upon move-out, Landlord will employ the services of a professional exterminator to complete a flea treatment of the Premises. Tenant agrees to cover all damages and costs incurred by their pet(s). If a pet is approved for the Premises with the Landlord's consent, there will be a \$300 non-refundable fee prior to housing the pet. Once living at the Premises, there will be \$15/month pet rent (per pet). A pet addendum will need to be signed by all Tenants prior to housing the pet. Landlord will also need copies of the pet's current immunization records. See pet addendum for additional information.

Tenants Initials: \_\_\_\_\_

**3.7.10 Guests:** Tenant may entertain guests on the premises at any time, overnight or otherwise, provided that each such guest shall not disturb the peace or otherwise violate the provisions of this agreement, or stay beyond a reasonable time. Tenant agrees to notify Landlord of any guests' staying longer than two (2) weeks. Any guest staying beyond two weeks shall be considered a breach of this agreement. If Landlord has not been properly notified and finds that guests are staying longer than two weeks, Tenant will need to remove the guests from the premises immediately and may incur a \$1000 fine per guest per month.

**3.7.10 Access to the premises:** Tenant agrees that Landlord or their agent shall have the right to enter the leased premises at reasonable times and after giving Tenant reasonable notice for purpose of showing the premises to prospective buyers or tenants. Landlord may place a lock box on the door of the leased premises with a key to the premises therein. Tenant agrees to allow Landlord the right to photograph Tenant's Premises and personal belongings, and grants Landlord the right to use these images for marketing purposes, or for any reason that Landlord sees fit.

**3.8 Acceleration Clause:** If Tenant fails to pay any installment of rent in full when due or fails to comply with any term of this agreement or if any conduct of Tenant, the Tenant's family or guests is in violation of any term of this lease or of any local laws, ordinances, and regulations, Tenant understands and agrees that Landlord may terminate Tenant's interest in this lease immediately without further notice. Tenant understands that, upon such termination, Landlord may immediately institute eviction proceedings and/or reenter and take possession of the premises. In the event of such legal eviction, if Landlord obtains possession of the premises, the Tenant's liability for damages under the Lease survives, including all rent that would have been paid for the remainder of the Lease term, together late fees, utilities and expenses of the Premises while vacant, the cost of re-renting the Premises, court costs, and reasonable attorneys' fees, less sums Landlord receives by re-renting the apartment. These amounts are immediately due and payable.

**3.9 Abandonment:** If Tenant abandons the leased premises without having paid the rent for the entire term, Landlord shall have the right to take possession of the premises and to rent the same as Tenant's agent without further notice to Tenant and for such rent and upon such terms as Landlord sees fit. Tenant understands that Tenant shall be liable to the Landlord for the difference between the balance of the rent due under this agreement and the actual rent received for the balance of the term; Tenant also agrees to reimburse the Landlord for the reasonable costs incurred in re-renting the premises. Tenant further agrees that, in case of such abandonment, Tenant shall continue to be liable for all other obligations hereunder for the remainder of the term of this lease. Tenant agrees that Tenant's failure to be present in the leased premises for thirty (30) days without having notified Landlord in advance may constitute abandonment. Also, any occupancy of the leased premises for a period contrary to the term of the provisions of this lease may be regarded by Landlord as abandonment or default, and Landlord shall be entitled to the remedies provided in this lease. However, Landlord is not limited to the remedies provided herein and may seek any other remedy at law or in equity.

**3.10 Unreasonable disturbances:** Tenant at all times during the lease term shall conduct himself, and require other persons on the Premises with his/her consent to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of the peace.

**3.11 Unfinished basements:** The Tenant acknowledges that if the Premises have an unfinished basement Landlord is not responsible for any damages to the Tenant property stored in the basement. This can be, but is not limited to flooding, moisture, seepage, etc. It is strongly recommended that Tenant not store any personal belongings in the basement.

Tenants Initials: \_\_\_\_\_

**3.12 Renters' Insurance:** The Tenant is hereby advised to obtain renter's insurance for the Tenant's personal property because the Landlord shall not be liable for any loss or damage thereto as a result of fire, accident, natural disaster, or other acts or conditions beyond the Landlord's control. Tenant understands that Landlord's insurance policy does not cover Tenant's belongings.

Tenants Initials: \_\_\_\_\_

**3.13 Painting Policy:** The walls of every unit are cleaned and painted, as necessary, upon the previous tenant's move-out. Under normal conditions, many wear and tear marks can be cleaned, wherever nails, scotch tape, bookcases, shelves, etc., have been attached to a wall, the damage is no longer considered normal wear and tear and requires that the holes be spackled and patched and all damage repaired. Also, some scuff marks cannot be cleaned, and these too will necessitate painting at Tenant's expense. Landlord also requires that all painting be done by a professional painting contractor, fully insured and bonded.

\*\*Tenant shall not attempt to repair or fill holes; scuff marks will not be cleaned but painted. It may be beneficial for Tenant to attempt to clean the walls with a Magic Eraser to remove any scuffs/marks to reduce or eliminate the need for painting.

**3.14 Homeowner Association, where applicable.** By initialing below, Tenant acknowledges receipt of the applicable governing documents and rules and regulation of the homeowners association ("HOA") and agrees to comply with the same. In the event Tenant or Tenant's guest commits a violation of the rules that results in a fine/charge, Tenant agrees to pay Landlord such fine. Further, Tenant understands that failure to comply with the HOA rules is a violation of the Lease and Landlord may seek remedies up to and including eviction to address any such violation.

Tenants Initials: \_\_\_\_\_

#### **Article 4: Breach of Lease**

**4.1 Waivers:** The parties understand and agree that a waiver by Landlord of any promise or duty of Tenant under this lease shall not be construed as a waiver or a breach of any other promise or duty of Tenant, or of any subsequent breach of the same promise or duty. Only those waivers put in writing and signed by the parties shall operate as an absolute waiver of any provision in this lease agreement.

**4.2 Void provisions:** If any provisions of this lease shall be determined to be void or unenforceable, said determination shall apply only to that provision and shall not affect the continuing validity and enforceability of the remaining provisions of this lease.

**4.3 References:** Tenant hereby authorizes Landlord to check references provided by Tenant. The Tenant understands that, if such reference check reveals any evidence of credit unworthiness, dishonesty, undisclosed felony convictions, or other issues, Landlord may choose to declare this lease agreement in default as provided herein.

**4.4 Attorney Fees:** Tenant agrees to pay reasonable attorneys' fees, costs of collection, and applicable court costs incurred by Landlord because of Tenant's breach of any term of this Lease whether by Tenant's or Tenant's invitees' actions or inactions, or actions or inactions of persons on or near the Premises due to Tenant's occupancy. The Monroe Circuit Court will have proper jurisdiction over issues regarding attorneys' fees.

**Article 5: Additional Provisions**

- 5.1 Notices:** All notices and demands authorized or required by law or under terms of this lease to be given to either of the parties hereto shall be deemed duly served upon the party to be served or its authorized agent by the delivery either in person or by first-class mail, postage prepaid, addressed to the address of Landlord’s agent, in the case of notice served to Landlord, or to the leased premises, in case of notice served to Tenant. For purposes of receiving such notices and demands, each tenant named in this lease agreement as Tenant hereby appoints the co-tenants as agent for receiving notice as described above.  
**\*\*No oral statements made by Landlord, employees or agents shall be binding, unless reduced to writing by the property manager.**
- 5.2 Disputes:** Tenant understands that Landlord or their agent are not responsible in any way for resolving disputes between or among the individual tenants named as Tenant under this lease agreement; nor is Landlord or their agent required to make adjustments or assume the loss for unpaid rent or other breach due to one or more tenants quitting and vacating the premises.
- 5.3 Tenants’ joint and several liability:** Tenant understands that all persons signing this lease agreement are held jointly and severally liable for any breach of this agreement. This means that each tenant named above may be held responsible for the acts and omissions of the other tenants signing this agreement and their guests. Among the other obligations set forth herein, this means that each individual tenant signing this lease agreement is legally responsible for paying any portion of the rent left unpaid by any and all other tenants signing this lease agreement who either fail to pay rent or who vacate the leased premises before the expiration of this lease.
- 5.4 No Smoking:** Tenant agrees that there is to be no smoking in the house by the Tenant or guest(s) of Tenant. If evidence of Tenant smoking in the house is found at the move-out inspection, Tenant shall be charged for additional cleaning, priming and painting, deodorizing, and any damages at 100% of cost that are required to bring the Premises back to non-smoking status and make the Premises suitable for the next occupants. Tenant may also be charged for the costs of relocating the next occupant.
- 5.5 Locks and keys:** Landlord shall provide a lock for exterior doors. **No additional locks shall be placed on any doors, nor shall any locks be changed without Landlord’s prior notice (see section 5.1).** All locks will be re-keyed at the time of move-in and a \$75 fee will be charged to Tenant. If Tenant would like a room door lock installed it will be at Tenant’s expense and a copy of the key must be provided to the Landlord. Upon expiration of this lease, all keys, including mailbox keys plus duplicates, shall be returned to Landlord. If ALL original keys are not returned, the locks will be changed at Tenant’s expense. Bedroom keys shall not be provided. If tenants wish to install a lock or have a lock previously installed rekeyed it will be at the tenant’s expense. The cost to alter them back to original condition upon move-out shall also be billed to tenants.  
\*\*\*The cost for replacement of a lost key \$40.00. The cost for a lockout shall be \$85.00, or actual cost charged by a locksmith, not to exceed \$200.00.
- 5.6 Move Out and Cleaning** Prior to move-out, an inspection will be scheduled. If the premises is not vacant at the time of the scheduled move-out inspection appointment, per Section 3.0, a fee of \$100 per hour shall be charged for late move-outs. Tenant shall pay a non-refundable Cleaning Charge of Three Hundred Fifty Dollars (\$350) if the Premises contains one bedroom and Two Hundred Seventy-five Dollars (\$275) per bedroom if the Premises contains more than one bedroom. The Cleaning Charge shall be used for routine cleaning of the Premises during or after the term of the Lease. Tenant is responsible for removing all personal belongings, trash, and any other items from the Premises upon move out and Cleaning Charge shall not be applied to the costs of Landlord removing any such belongings, trash, or items.

Tenants Initials: \_\_\_\_\_

Tenant elects not to pay the Cleaning Fee and will execute the Cleaning Opt Out Addendum.

Tenants Initials: \_\_\_\_\_

Amounts incurred as a result of damage other than cleaning or ordinary wear and tear to the Premises shall be deducted from the Security Deposit as set forth below.

- 5.6.1 Vacuuming and professionally shampooing all carpet.
- 5.6.2 Washing all fingertip marks off walls.
- 5.6.3 Removing all tacks, nails, and tape from walls.
- 5.6.4 Replace all batteries in smoke detectors.
- 5.6.5 Replacing all nonworking light bulbs.
- 5.6.6 Removing all interior personal belongings and refuse.
- 5.6.7 Lawn maintenance, and refuse collection, if applicable. **\*\*ALL trash bins MUST be emptied prior to move-out. Any bins left with trash items/refuse will be subject to removal at tenants' cost. \*\*\*Please be aware that all articles are quite costly if neglected**
- 5.6.8 Repairing any damages.
- 5.6.9 Repairing any wall or paint damage.

5.7 **Entire agreement:** Landlord and Tenant agree that this instrument and any addenda attached hereto, which each understands and signs, embody their total and complete agreement regarding the terms and conditions of this lease, except as it may hereafter be modified and acknowledged in writing by both parties and their authorized agents.

**Prepared by: Aaron Vaughn**

**Tenants:**

Photo ID  
Copied?

	/	/		
Name	Date		Cell Phone	E-mail

**Jeanne Walters Real Estate, LLC:**

Aaron Vaughn	Date