

## **TENANT-LANDLORD AGREEMENT**

**Watercrest / Troyer Management**

**% 6625 Sunny Lane**

**Indianapolis, IN 46220**

**(260) 318-0926 (Phil Troyer)**

**phil@patroyer.com**

**Address of Rental \_\_\_\_\_ Kendallville, IN 46755**

**All rents due and payable on or before the 10th of every month to Troyer Management via ACH Campbell & Fetter Bank.**

**RENT: NO RENT INCREASES FOR MINIMUM ONE YEAR!**

\_\_\_\_\_ All rents are due monthly by the 10<sup>th</sup> of the month. We request that you use Campbell & Fetter Bank's Auto Withdrawal payment system. Rent will be withdrawn from your checking or savings account on the 10<sup>th</sup> of each month. See attached authorization form. If you choose not to use this system, rent will be an additional \$10/month and postmark determines timeliness of rent payment. A \$10 late fee is assessed if rent is not received in our office by the 10th. If the rent is not paid in full within 7 days of the due date, an additional \$1.00 per day for each additional day will be charged.

**Vacate** - If monthly rent and all late fees are not paid by the 15th of the month, it shall constitute an election by the tenant to vacate the premises at this time. Upon this election to vacate, the tenant shall forfeit the deposit and remain liable for all rents and fees due.

**RETURNED CHECKS FOR ANY REASON WILL BE CHARGED A \$30.00 SERVICE FEE!**

### **PARTIAL RENT**

The acceptance by the owner or his agent of partial payment of rent due shall not, under any circumstances, constitute a waiver of any right of owner at law under this agreement, nor affect any notice or legal proceedings given or commenced. Tenant shall be liable for all attorney and legal fees for any suit of repossession, collection of rents and/or collection of damages on property.

### **DEPOSIT**

Tenant agrees to deposit the sum of \$\_\_\_\_\_ to guarantee clean, undamaged return of rental when moving, return of all keys in their possession and guarantee of minimum tenancy of one year. Deposit sum shall not be applied as rent. Tenant required to give 30 days notice of moving before vacating property.

### **UTILITIES**

Electric, gas, water/sewer/trash utilities, phone, and cable television shall be furnished by the tenant. Lawn maintenance and snow removal shall be furnished by the owner.

**KEYS**

Tenant will be liable for rent until keys are returned to the address of the landlord. Any lockouts or lost keys will be charged \$50.00.

**PETS — NO PETS ARE ALLOWED without written consent of landlord or agent.**

**TENANT RESPONSIBILITIES**

Tenant agrees to use property, including equipment and personal property of owner used by tenant, in a careful and proper manner, ordinary wear and tear excepted. Failure to do so makes tenant liable for all damages.

Tenant shall give prompt notice of any defects and/or maintenance items requiring attention.

Tenant is responsible for cleaning of appliances, carpet and entire dwelling. Upon termination of lease terms, tenant shall have premises thoroughly cleaned to condition prior to leasing or shall be liable for owner to have same done.

No painting, decorating, remodeling, changing of locks, installing t.v. antenna, or driving nails, tacks, or screws into the walls or woodwork will be permitted without owner's consent. USE FINISH NAILS ONLY FOR HANGING PICTURES, ETC.!

Tenant is responsible for any damages to vinyl siding due to outdoor grills, etc, and damages to any screens or windows.

**No additional persons** shall occupy premises without prior consent of owner.

**NO SUB-LETTING:** or assigning without prior consent of owner.

**NO BUSINESSES** to be conducted from the premises without prior consent of owner.

**RENTER'S INSURANCE**

All tenants are required to obtain renter's insurance to cover personal belongings and possessions. Management's insurance only covers the building not the contents of the building.

**TENANT FORFEITURE**

If tenant leaves said premises unoccupied at any time while rent is due and unpaid, owner or his agent may, if so desired, take immediate possession thereof and exclude tenants therefrom, remove and store at the expense of said tenant all property found contained therein, and after 30 days tenant shall forfeit all claims to said property unless otherwise agreed between the owner and the tenant. The owner or his agent may appraise and sell without notice the above mentioned property and apply net proceeds from such sale to the amount due the owner for rent including damages to the premises.

**TENANT LIABILITIES**

Tenant shall be liable for reasonable attorney fees required to enforce lease obligation. The tenant signing this agreement warrants and agrees that he or she has the authority to sign for all other tenants concerned in this agreement.

**OWNER RIGHTS AND LIABILITIES**

Owner reserves the right to enter the premises at reasonable hours to maintain safety, protect property and/or for improvements or maintenance items and to show apartment to potential renter(s) upon vacation notice by current tenant. Advance notice will be given tenant if at all possible.

Owner shall not be liable for damages or losses resulting from acts of tenants and/or guests, or for tenants' personal belongings.

**EVICTION**

Disturbing other tenants shall be reason for eviction.

If tenant is evicted by notice to vacate by owner or his agent because of non-payment of rent or because of a violation of this agreement, the above mentioned security deposit shall be forfeited.

**ADDITIONAL REMARKS AND/OR CONDITIONS:**


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**I (We) the undersigned, have read this agreement and additional remarks, and answered the above questions to the best of my (our) ability, and affirm my (our) answers are correct, and hereby agree to abide by the conditions set forth herein and to be bound thereby.**

\_\_\_\_\_ **Tenant Signature**

\_\_\_\_\_ **Tenant Signature**

\_\_\_\_\_ **Co-signer Signature**  
(if required)

\_\_\_\_\_ **Owner/Agent**  
**Signature**

**Start lease date** \_\_\_\_\_

**Signing date** \_\_\_\_\_

**Haley Estates property is owned and managed by:**

**Watercrest, Inc. c/o Troyer Management**