

REAL ESTATE LEASE AGREEMENT

This Lease Agreement is made this 15th day of February, 2019 by and between _____, Owner and Lessor, by Pyramid Properties, Lessor's Agent ("We" and "Us") and _____ as Lessee, ("You" and "Your").

We hereby lease to you for a private residence, the premises located at _____, on the following terms and conditions.

(1) Term of the Lease. The term of this lease begins on _____ and ends _____. Moveout must be completed by noon on the final day of the lease, and movein will be done no sooner than 2:00 PM on the first day of the lease.

(2) Rent. You agree to pay us the sum of _____, in cash or check as rent. All payments are due thirty (30) days in advance and payable to Pyramid Properties. The payments of rent are as follows:

(a) for the first month _____ is due on or before _____

(b) for all other months _____ is due on or before the 1st day of each month.

(3) Late Fee. You agree to make all payments on the due date. If your rent is not paid within three (3) days of the due date, Four Dollars (\$4.00) shall be added for each day of delinquency beyond that three (3) day period. A bad check is non-payment and we shall impose the late fee in the same manner as in the case of non-payment. In addition, we shall charge an additional twenty-five dollars (\$25) service charge for any checks written which are returned from the bank for any reason. Cash or money orders only will be accepted after one check has been returned. Any monetary obligation payable hereunder by tenant shall bear interest at the rate of 10% per month from it's due date until it is paid in full.

(4) Security and Damage Deposit. You have deposited with us the sum of _____ as a security deposit for the performance of each and every provision of this lease. You may not deduct any rent payments from the security deposit. You authorize us to deduct from your security deposit the following charges, if applicable.

(a) Any rental payments or parts thereof required by the terms of this lease which are not paid plus any interest accrued;

(b) Unpaid late charges or service charges as provided for in this lease plus any interest accrued;

(c) Any attorney's fees we incur by your breach of any provision or provisions of this lease, or by defending any lawsuit in which we are determined to be not in breach;

(d) Any court costs we incur by enforcement of the terms and provisions of the lease;

(e) The cost of any repairs, replacements, redecorating, and/or refurbishing of the premises or any fixtures, systems, or appliances caused by other than normal wear and tear;

(f) Painting: The walls of every unit are painted, as necessary, upon each Resident's move-out. 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. As policy, Pyramid Properties will paint the entire room wherever a spackled repair has been made. Also, some scuffmarks cannot be cleaned and these too will

necessitate painting at Resident's expense. Pyramid Properties also requires that all painting be done by a licensed professional painting contractor. Charges will be determined by vendor pricing.

(g) Costs of cleaning the unit: Resident acknowledges and agrees that Premises must be thoroughly and professionally cleaned upon checkout inspection to restore Premises to their conditions at the time of move in. Cleaning includes but is not limited to: Cleaning range and oven, cleaning and defrosting refrigerator, washing and waxing vinyl floors, cleaning windows inside and out and window blinds, cleaning tubs and toilets;

(h) The cost of professionally cleaning the carpet at the end of the lease term;

(i) The cost of pest control treatment of premises due to tenant's action;

(j) Cost of packing, moving and storage charges for removal of personal property;

(k) Costs and expenses incurred by us as a result of your breach of any provisions of this lease;

(l) Any unpaid utility bills as of your move-out date;

(m) A \$35 fee for re-inspection if all items are not completed satisfactorily on your move out inspection;

(n) The full security deposit will be forfeited if parties fail to consummate this lease agreement and do not rent the unit.

If you fully perform your obligations under this lease, the deposit shall be returned to you without interest at the termination of the lease, as soon as is reasonable. In no event are we obligated to return the deposit prior to forty-five (45) days after the elapsed premises are completely vacated and we receive receipts showing the final utility payments which you are obligated to pay under Item 6 have been made. This section shall not limit our right to recover amounts from you in excess of the amount of the security deposit. You authorize us to issue One Check payable to individuals present at the move out inspection who must be one of the signatories of this lease. You acknowledge that we are not responsible for apportioning the security deposit refund, if any, among the tenants and that we will have fully complied with our responsibilities upon mailing a single check or money order. If after deducting the charges from your security deposit there is a deficiency owed to us, the balance will be paid by you within ten (10) days after we mail the itemized statement of deductions.

(5) Condition of Premises and Inspection. You have examined the premises, including appliances, furnishings, and adjacent areas before moving in, and you are satisfied with the condition of the premises. Your taking possession shall be conclusive evidence that the premises are habitable and in good order and repair, except as otherwise specified in the move-in inspection sheet. The Move-in inspection sheet must be returned to the office within 48 hours after your move-in date.

On or before the _____, we shall jointly inspect the premises and complete an inventory and damage list describing the condition of the property. This Move-in inspection sheet shall be signed by all parties to the lease and attached to this lease. Both of us shall keep a copy of the list, and this list shall be deemed a part of the lease. At the termination of the lease, we shall again jointly inspect the premises. Any damage to the premises shall be noted on the move-out inspection report and shall be signed by all parties to the lease or the individual designated to be at the moveout inspection. The cost of any repair to the premises as a result of damage to the premises during the term of this lease other than normal wear and tear shall be your responsibility.

(6) Utilities. You agree to pay for the following utilities: Water, Gas, Electricity. You will place the utilities in your name on or before the _____. You understand that telephone wiring and service and cable TV are not furnished as part of this lease, and they are your responsibility and shall be obtained at your expense. All utilities will be taken out of management company name as of your move-in date. Therefore, any utilities not in your name will terminate.

(7) Assignment and Subletting. You agree that the leased premises shall not be occupied by any person(s) other than the tenants who have signed this lease agreement. You shall not sublet the leased premises or assign this lease, or permit any transfer or your interest in the leased premises by operation of law without first obtaining our prior written consent; provided, however, that we will not unreasonably withhold our consent. Upon said subletting or assignment, you shall not be released from all payments due as provided in this lease. The original tenant's deposit shall be retained until the end of this lease term. All security deposit, both tenant and sub-tenant, will be returned to the original tenant for division at the end of the lease. The proposed sub-tenant shall complete an application for lease, and the original tenant must submit a One Hundred Dollar (\$100) fee for subletting. This application and fee must be paid before any sublease application is processed.

(8) Upkeep. You agree at your expense to keep the leased premises in good repair, in a clean, sightly and sanitary condition, and free from vermin and rodents. You agree to notify us immediately of any damage or need for repairs. You further agree not to do anything or allow anything to be done in or around the leased premises or the building in which the leased premises are located which would damage or decrease the value of the premises or the building. All trash must be placed in suitable containers and placed in the area designated by us for the tenants. We will keep the furnace, air conditioning, plumbing and electrical system in good repair and functional. We shall also keep the roof repaired and functional. You agree to pay the cost of repairing the premises when caused by your misuse or that of your family or visitors. We shall not be responsible for damage or loss of your personal property used or stored on the premises.

At the termination of the lease for any reason, you agree to return the premises to us in the same condition as you received it, except as altered or repaired by us. You agree to pay for any loss or damage by fire, water or other causes due to the negligence of you, your family, guests, employees, or other person whom you permit to be in or around the premises. If you are leasing a single-family residence, you agree to be responsible for proper upkeep of the outside area, including the yard, and timely removal of ice and snow from walkways and sidewalks surrounding the property. You cannot make repairs, changes, additional alterations or improvement without first obtaining our written consent or our written order detailing the terms of the payment for the changes.

(9) Access. We reserve the right to show other tenants or prospective tenants the leased premises, provided however, we will give you reasonable notice before showing the leased premises and we will make said showings so as not to intrude into your private or personal affairs. We have the right to display a "For Sale" or "For Rent: signs in such places on the premises, as we feel advisable. In addition, we shall have the right to enter the premises during all reasonable hours for the purposes of inspecting the premises and making repairs or alterations.

(10) Legal Expenses. If you or we are required to incur legal expenses as a result of the other's breach of this lease, the party breaching the lease will be required to pay all costs, expenses, and attorney's fees incurred by the other. In the event we employ an attorney to enforce our rights under this lease, you agree to pay attorney's fees and applicable court costs which we may deduct from your security deposit.

(11) Pets. No pets or animals of any kind are permitted on or around the leased premises under the terms of this lease. If pets are found, regardless of whether they belong to you or somebody else, this will automatically constitute a breach of this lease and you could be given immediate notice to vacate and forfeit your security deposit. You will be responsible for the rent until the unit is re-rented to a qualified tenant. Any advertising or other promotional costs incurred in securing a new tenant will be your responsibility. Additionally, you will be fined \$100 for the violation and \$25 per day until the pet has been removed.

(12) Use of the Premises. You shall not use the leased premises for boarding or lodging of persons not a party to the lease. The premises may not be used to give instruction in music or vocal or physical training, nor for any trade, business or entertainment, nor for any purpose that will increase the rate of insurance. You shall not commit or permit any unlawful practice or act that will injure the reputation of the premises, the building or neighborhood. You agree not to cause or permit any disturbance, noise or other annoyance detrimental to the reasonable comfort of the neighborhood.

(13) Personal Property and Insurance. You understand and agree that the insurance coverage by the owner of the premises is on the building and will not provide any protection for your personal possessions. You are responsible for obtaining your own insurance to protect your personal property. We are not responsible for any damage or loss to your personal property.

If the lease is terminated because you breach the lease or if you move out and fail to remove any of your personal property, then that property shall be deemed abandoned. We shall not be responsible for action taken with respect to such abandoned property. You expressly release us of and from any and all claims and liability for damages or loss to property left by you on the premises on vacating, abandoning or termination of this lease, which you might or may have against us, and you agree to hold and save us harmless of and from any and all claims with respect thereto.

(14) Our Remedies Upon Your Default. If you fail to pay when due any amount required under this lease, or if you breach any other provision of this lease, you shall be in default. We shall have the right to cancel and terminate this lease. If we terminate this lease, you shall surrender possession of the leased premises and all furnishings in the case of a furnished house or apartment within ten (10) days after notice of termination is delivered to the premises. If we terminate this lease, your liability for damages shall survive such termination. This liability includes the amount that would have been paid for the remaining term together with the costs and expenses of the premises while vacant, the cost of reletting the premises, lost rent, court costs, and attorney's fees. We may exercise any and all remedies available to us under this lease or under the law. Delay or failure of us to take any action will not prevent us from doing so later.

It is expressly agreed by the parties that if this lease agreement is terminated prior to the term specified herein, or prior to the end of any subsequent term agreed to by the parties, whether such termination is (1) by reason of the eviction of the lessee by lessor, (2) by cancellation of the lease by any other legal proceedings, (3) by abandonment of the leased premises by the tenant, (4) by lessee's forfeiture of the term for a breach of any material covenant herein, or (5) for any other reason, then such termination shall not relieve lessee of liability for any amounts owed under this lease, including but not limited to rent, for the remainder of the term therein. Specifically, lessee shall be liable for all accrued rent and other amounts owed prior to termination of this lease agreement and, in addition, shall be liable for all rent and other amounts owed after termination, which rent and other amounts would have accrued during the remaining term of the lease agreement. In the event of said termination, lessor shall take reasonable steps to relet the premises to other persons. Upon such reletting, lessee herein shall be liable for rent only to the extent that the rent reserved in the lease herein for the unexpired term of the lease exceeds the actual rent procured by the subsequent reletting.

(15) Liability for Injury or Damage to Persons or Property. You agree to be responsible for any claims made against us and/or our agents for injury of persons or damage to property made by any third party arising directly or indirectly from your negligence. You further agree to hold our agents or us harmless from any such claims, including but not limited to attorney's fees and expenses.

(16) Winterizing. You agree to take winterizing precautions during extremely cold weather to prevent freezing as recommended by us or by the City of Bloomington Utilities Department. This includes maintaining a reasonable room temperature (60 degrees or above), opening doors under sinks or lavatories where the plumbing might be exposed to outer walls, and running water from the taps to keep pipes clear. Otherwise, you will be charged for any service or plumbing calls caused by your failure to take necessary winterizing precautions. Do not turn the heat off when leaving for extended periods of time!

(17) Renewal. If you plan to renew your lease for the following year, you must give us notice of your intent to do so no later than _____. We may or may not agree to renew your lease at our sole option.

(18) Prohibition of Certain Items on Premises. No water beds are to be permitted on the premises, or any other article or conduct that will in any way damage the interior or exterior of the premises or be hazardous to life or property, such as combustible materials.

(19) Locks and Keys. We shall provide a lock for your exterior doors, which is considered safe by our industry. So as not to restrict our ability to provide you with maintenance and emergency service, you agree that no additional locks shall be placed upon any doors of the premises, nor shall locks be changed without our prior written permission. Upon termination of this lease, you shall return to us all keys to the premises. Any keys not returned to us will be charged to you at the rate of Ten Dollars (\$10) per key. A charge of Thirty-Five Dollars (\$35) will be charged for lockouts during normal office hours (9:00 am to 5:00 pm Monday thru Friday) and Fifty Dollars (\$50) for lockouts outside of these normal office hours. This charge must be paid at the time you gain access to the premises.

(20) Fire Hazards. You do not have to pay rent if the premises become uninhabitable by reason of fire, wind, rain, or other cause beyond your reasonable control, and totally not caused by the negligence of you or your agents. When the premises have been restored to a habitable condition, your rental payment will resume. We do not have to rebuild or restore the premises. If we exercise our option not to restore the premises, this lease shall terminate.

If the leased premises are injured or damaged by fire, rain, wind, or other cause, beyond your control, so as to render the same partially unfit of the use or purpose for which the same as hereby let, but are repairable within a reasonable time, then this lease shall remain in full force and effect; provided, however, that the rent shall abate during the repair period, in the proportion that the damaged portion of the leased premises bears to the whole of said leased premises.

(21) Warranty of Quiet Enjoyment. As long as you abide by the terms of this lease, you shall have the right of quiet enjoyment to the leased premises during the lease term.

(22) Severability. Should any part of this lease be declared invalid by a court of competent jurisdiction or by statute, the remaining parts shall not be affected.

(23) Joint and Several Liability. Each person signing this lease as Lessee agrees to be jointly and severally liable to the Lessor for any breach of this lease, which means each of you who sign this agreement, may be held individually responsible for the entire amount due under this lease, any breach of this lease, and for the acts and omissions of the other Lessee signing the lease.

(24) Representations and Applications. We tender this lease to you on the basis of the representations contained in the application which is made part of this lease, and in the event the representations contained in the application shall be found to be misleading, incorrect or untrue, we shall have the right to cancel this lease and to repossess the leased premises. No oral statements made by Pyramid Properties employees or agents shall be binding unless consented to, in writing, by Pyramid Properties. You shall make all communications, which affect lease terms, in writing.

(25) Rules and Regulations. Exhibit "A" Rules and Regulations are incorporated into this lease in its entirety and are binding upon the parties. We have the right to make changes in the rules and regulations during the lease term; provided, however, that we will give you prior notice of any changes. Violation of any of the rules is considered a default in this lease. If you continue to be in violation of any of the rules in Exhibit "A", you will be asked to vacate the premises and will be responsible for the rent until we can find qualified tenants to occupy your unit.

(26) Occupancy of the Premises. If we are unable to give possession on the date specified for the start of this lease, you may, at any time with ten (10) days after such specified date, notify us of your intention to terminate this lease, such notice to be given in writing, to Pyramid Properties, PO Box 1745, Bloomington, IN 47402 and signed by you. Upon receipt of this notice, this lease and all rights and obligations shall cease, and you shall be entitled to receipt back from us of all sums of money paid under this lease.

If you do not give this notice, your obligation shall continue and you shall take possession of the premises as soon as the premises are offered by us to you, provided, you may not take possession of the premises until we offer them to you. You shall not owe any rent to us until you occupy the premises. No failure of us to give possession on the date

promised shall extend, be deemed to extend, the term of this lease, nor shall we be subject to any liability for failure to give possession on that date.

(27) Tenant Disputes. We are not responsible in any way for resolving disputes between or among individual tenants under this lease nor shall we be required to make adjustments or assume the loss for unpaid rent or other breach due to one or more tenants herein quitting and vacating the premises.

(28) Entire Agreement. This agreement constitutes the entire agreement between the parties.

(29) Requirements to be Met Prior to Occupancy. You shall complete and have proof of completion of the requirements set forth on Exhibit "B" attached hereto and made a part hereof before possession of the premises shall be transferred to you.

(30) General Agreement of the Parties. This lease is binding on the heirs, personal representatives, successors and assignees of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or neuter, and vice versa. The paragraph headings are for convenience of reference only.

(31) No Early Surrender. You expressly agree that you will not surrender your apartment or vacate it prior to the expiration of this lease without first obtaining our written consent. This paragraph will not affect the previous paragraph Item (7) on subletting.

(32) Gas or Charcoal Grills. Tenant shall not use or store any gas or charcoal grill, nor any other open flame cooking or heating device on any deck or balcony on Owner's property. Tenant shall defend, indemnify, and save harmless Owner and Owner's Agent from and against any claim, liability, or judgment, including attorney fees and defense costs for any loss arising out of the use or storage of any such device on any deck or any balcony on Owner's property and from any fine or penalty imposed by any civil agency or court because of the use or storage of such a device on any deck or balcony on Owner's property.

(33) Miscellaneous. The tenant agrees upon moving out to follow all instructions for cleaning and leaving the leased premises. Tenants will be required to replace all burned out light bulbs and the smoke detector battery. Tenant agrees to not place any drain cleaners in pipes, nor flush anything other than toilet paper down the toilets. Expenses associated with repairing pipes or cleaning toilets and sewers resulting from this action will be charged to the tenant.

(34) Exhibit B - Move In/Move out Inspection. A joint inspection will be completed at move in with the Lessor and Lessee. If Exhibit B is not completed and turned in at that time, the Lessee will have three (3) days to complete it and turn it in to the Lessor. If a completed and signed Exhibit B has not been turned in during that interval, Lessor will complete Exhibit B assuming all items are in good condition and keep it in the file to be used at move out.

(35) Plunging toilets and unclogging garbage disposals will be done at the expense of the tenant unless it is a malfunction of the function. Each unit must supply their own plunger for unclogging toilets. Tenants must attempt to plunge their own toilets when clogged prior to calling maintenance.

Lessor/Agent Lessee

Signature Date

Printed Name

Lessee Signature Date

Printed Name

Lessee Signature Date

Printed Name