

1 **VARSITY PROPERTIES**  
2 2015 NORTH DUNN STREET  
3 BLOOMINGTON, INDIANA 47408

**1308 NORTH DUNN STREET**  
TELEPHONE: 812.334.0333  
FACSIMILE: 812.331.7731

4  
5 UNIT NUMBER: \_\_\_\_\_ MONTHLY RENT INSTALLMENT(S): \$ \_\_\_\_\_

6  
7 DATE LEASE TERM BEGINS: \_\_\_\_\_ INSTALLMENT 1 OF \_\_\_\_\_, DUE: \_\_\_\_\_

8  
9 DATE LEASE TERM ENDS: \_\_\_\_\_ SECURITY DEPOSIT: \$ \_\_\_\_\_

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13 **LEASE AGREEMENT**

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15 THIS LEASE AGREEMENT ("Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_,  
16 \_\_\_\_\_, by and between Varsity Properties ("Landlord") and the individual(s) listed below (hereinafter  
17 referred to jointly and severally as "Tenant"):

18  
19 TENANT NAME

TENANT PHONE

20 \_\_\_\_\_  
21 \_\_\_\_\_  
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23 \_\_\_\_\_  
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31 Landlord hereby Leases to Tenant, for private residence, the premises known as 1308 N. Dunn St.  
32 \_\_\_\_\_, Bloomington, Indiana 47408 ("Premises"), a \_\_\_\_\_ bedroom \_\_\_\_\_ bathroom  
33 \_\_\_\_\_ level floor plan. Lease shall be upon the following terms and conditions:

34  
35 1. Term of Lease. The term of this Lease shall begin on \_\_\_\_\_, \_\_\_\_\_, at a time  
36 scheduled by Landlord, and end on \_\_\_\_\_, \_\_\_\_\_, at 8:00 AM, unless sooner  
37 terminated or renewed per the terms and conditions of this Lease. Move-out inspection must be  
38 completed as scheduled by Landlord on the final day of the Lease.

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40 2. Rent. The total rent for the term of this Lease shall be in the amount of  
41 \_\_\_\_\_ Dollars  
42 (\$ \_\_\_\_\_), which shall be paid in full and in advance, in  
43 \_\_\_\_\_, ( \_\_\_\_\_ ) equal installments of  
44 \_\_\_\_\_ Dollars  
45 (\$ \_\_\_\_\_). The first rent installment shall be due in advance on or before  
46 \_\_\_\_\_. Thereafter, rent installments shall be paid monthly beginning  
47 \_\_\_\_\_ via check or money order made payable to Varsity Properties. Cash  
48 will not be accepted as a method of payment. Online payments will be available through an outside  
49 processing firm (processing fees may apply). Landlord reserves the right to accept only one (1) check or  
50 money order as payment for each rent installment. Aside from the first rent installment (which is due by  
51 the date set forth above), rent shall be made payable in advance on or before the first (1<sup>st</sup>) day of each  
52 month without deduction or demand by mailing or delivering rent installments to 2015 North Dunn  
53 Street, Bloomington, Indiana 47408.

54  
55 3. Partial Payments. The Tenant agrees to pay the full amount of each rent installment when due. Any  
56 partial payment of rent will be accepted (without prejudice to any enforcement of Landlord's rights and  
57 remedies) but full late fees, as outlined in paragraph 4 below, will continue to accrue until said rent is  
58 paid in full.

59  
60 4. Late Payments. Tenant agrees to make all payments on or before the due date. Failure to do so causes  
61 Landlord to incur damages in the form of added administrative expense and time, in an amount which is

62 uncertain. Accordingly, Tenant agrees that it is reasonable for the Landlord to charge a fee in the form  
63 of liquidated damages. In the event that any balance (i.e. rent installment, service work order, utility,  
64 etc.) is not paid in full on or before its due date, then Tenant agrees to pay a late payment fee in the  
65 amount of Ten Dollars (\$10.00) for each day that said balance remains unpaid, up to a maximum  
66 amount of One Hundred (\$100.00) for each such balance. A bad check constitutes nonpayment and an  
67 NSF fee of Thirty-Five Dollars (\$35.00) will be charged in addition to any applicable late fees.  
68 Landlord reserves the right to accept only certified funds after one (1) Tenant check has been returned  
69 unpaid by the bank.  
70

71 5. Security and Damage. Landlord and Tenant agree that Tenant will not pay a security deposit for the  
72 Premises. Tenant agrees to take good care of the Premises throughout the Lease Term (as described in  
73 more detail in Section 8 below), reasonable wear and tear excepted. In the event that Tenant fails to  
74 pay any or all amount(s) that are due under this Lease, in the event that Tenant causes or allows damage  
75 to the Premises that exceeds ordinary wear and tear, in the event that Tenant's actions or inactions  
76 necessitate cleaning costs that exceed ordinary wear and tear, and/or in the event that Tenant owes any  
77 other sum(s) to Landlord for any reason hereunder, then Tenant agrees to make payment to Landlord,  
78 which shall include but not be limited to the following:  
79

- 80 A. Damage(s): The cost associated with contracting for and the payment of any repairs,  
81 replacements, repainting (necessitated in association with wall repair of any hole or wall  
82 damage), cleaning and other such expenses relating to the Premises, fixtures, appliances,  
83 systems and furniture (if applicable) incurred by the Landlord as a result of Tenant's actions,  
84 excepting normal wear and tear shall be assessed to Tenant. For any given damaged item or  
85 item in need of cleaning, repair, and/or replacement, the parties agree that Landlord may bill  
86 to Tenant the minimum/estimated charge(s) listed on Exhibit B hereto. In the event that the  
87 actual cost to Landlord to clean, repair, replace, etc. any given item exceeds the  
88 minimum/estimated cost listed on Exhibit B, then Landlord may bill to Tenant the actual  
89 and/or contractor price to clean, repair, or replace said item(s).
- 90 B. General Cleaning: In the event that Tenant's actions or inactions necessitate general cleaning  
91 in a manner that exceeds ordinary wear and tear, then Landlord may bill to Tenant, and Tenant  
92 agrees to pay to Landlord, the contractor price to perform the general cleaning..
- 93 C. Painting Fee: For any painting and/or wall repairs needed in association with nail holes larger  
94 than a pinhole or tack, adhesive strips, scuffs, scrapes, marks, dents, dings, and/or any other  
95 damages that exceed ordinary wear and tear, Tenant agrees to pay for all such painting and/or  
96 repairs as outlined in Exhibit B hereto. In the event that the actual cost to Landlord to perform  
97 the painting and/or repairs exceeds the amounts set forth in Exhibit B, then Landlord may bill  
98 to Tenant, and Tenant agrees to pay to Landlord, the contractor price to perform said painting  
99 and/or repairs.
- 100 D. Door lock change: The sum of \_\_\_\_\_ Dollars  
101 (\$ \_\_\_\_\_) shall be charged to Tenant if the locks must be changed prior to the  
102 end of the Lease Term.
- 103 E. Rent and Late Fees: Any unpaid rent, late fees, bad check fees or portions thereof, as  
104 provided by the terms of this Lease shall be assessed to Tenant.
- 105 F. Utilities/City Fines: The cost of any unpaid City of Bloomington Tenant fines or invoices for  
106 utilities for which the Tenant is responsible and which are left unpaid at the termination of this  
107 Lease will be assessed to Tenant(i.e. Tenant is responsible for the cost of all applicable  
108 utilities and fines for the entire Lease term).
- 109 G. Abandoned Property and Debris: The cost of disposing of any abandoned property or debris  
110 left in or around the Premises after Tenant has vacated the Premises will be assessed to  
111 Tenant.
- 112 H. Legal Fees: Tenant agrees to pay the cost of any attorney fees, court costs, discovery costs or  
113 other such costs incurred by Landlord as a result of Tenant's breach of any term of this Lease,  
114 or the defense of any lawsuit in which Landlord is deemed not in breach.
- 115 I. Failure to Pay First Rent Installment: If Tenant fails to pay in full the first rent installment by  
116 the due date listed in Section 2 of this Lease, then: (i) Landlord shall have no obligation to  
117 give Tenant possession of the Premises, (ii) Landlord may cancel, rescind, and/or terminate  
118 this Lease by giving written notice thereof to Tenant by mail and/or email, which shall be  
119 effective as of the date and time that said notice is sent by Landlord, (iii) Landlord may keep  
120 any portion of the first rent installment that Tenant has paid, if applicable, (iv) all future rents  
121 due under this Lease shall be automatically accelerated without notice and immediately due  
122 and payable, and/or (v) Landlord may terminate Tenant's right of occupancy and sue for  
123 damages, future rents, re-letting costs, attorney fees, court costs, and/or other lawful charges.
- 124 J. Failure to Move In / Non-Consummated Lease: If Tenant fails to consummate this lease, fails  
125 to move in, and/or fails to take possession of the Premises within three (3) days of the

126 beginning of the Lease Term without the prior written approval of Landlord, then: (i)  
127 Landlord shall have no obligation to give Tenant possession of the Premises, (ii) Landlord  
128 may cancel, rescind, and/or terminate this Lease by giving written notice thereof to Tenant by  
129 mail and/or email, which shall be effective as of the date and time that said notice is sent by  
130 Landlord, (iii) Landlord may keep the full amount of the first rent installment, (iv) all future  
131 rents due under this Lease shall be automatically accelerated without notice and immediately  
132 due and payable, and/or (v) Landlord may terminate Tenant's right of occupancy and sue for  
133 damages, future rents, re-letting costs, attorney fees, court costs, and/or other lawful charges.  
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135 The relief available to Landlord pursuant to this Section 2 (and/or in Section 21 below and/or anywhere  
136 else in this Lease) shall be cumulative (and not exclusive) of all relief otherwise available to Landlord  
137 pursuant to this Lease, at law, and/or in equity. No exercise or enforcement of Landlord's rights in this  
138 Section (and/or in Section 21 below and/or elsewhere in this Lease) shall be held to exhaust any other  
139 right or remedy of Landlord hereunder or at law or in equity. For instance, no exercise or enforcement  
140 of Landlord's right to keep all or any portion of the first rent installment pursuant to the preceding  
141 paragraphs shall be held to exhaust any other right or remedy of Landlord hereunder or at law or in  
142 equity—including but not limited to Landlord's right to collect rent for the remainder of the Lease  
143 Term.  
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145 In the event that Landlord must assess damages and/or any other charges to Tenant at or after the end of  
146 the Lease Term as described above, then Landlord will mail to Tenant an itemized list of  
147 damages/costs. Tenant agrees to pay to Landlord the amount of any such charges within thirty (30)  
148 days from the date of said notice. Any dispute from Tenant to any such charge(s) must be submitted in  
149 writing by Tenant to Landlord within ten (10) business days from the date of said notice.  
150

151 6. Inspections. A joint inspection with at least one (1) Tenant to this Lease will be scheduled upon both  
152 move-in and move-out. The move-in inspection shall take place prior to Tenant's move into the  
153 Premises at a date and time as scheduled by Landlord. NOTE: Only those persons party to this Lease  
154 shall be permitted to participate in such inspections upon verification by Landlord that Tenant's first  
155 rent installment has been paid in full. An inspection report and inventory shall be completed during the  
156 move-in inspection describing the condition of the Premises and shall be signed by at least one Tenant  
157 to the Lease prior to move-in. The inspection report and inventory shall be made a part of this Lease.  
158 A move-out inspection and inspection report and inventory shall also be conducted on the date at the  
159 specific time the Lease terminates scheduled by the Landlord. Any damage to the Premises caused by  
160 an act or omission of Tenant (or guest or invitee of Tenant) and not identified on the move-in inspection  
161 report and/or inventory shall be the Tenant's responsibility. Tenant's possession of the Premises  
162 indicates Tenant's acceptance of the Premises in an "as-is" condition.  
163

164 7. Use of Premises. Tenant agrees to use the Premises exclusively as a private residence only for those  
165 individuals identified as a Tenant in this Lease. Tenant agrees not to make any changes of any nature to  
166 the Premises without first obtaining Landlord's written consent. Tenant agrees not to store items or  
167 personal property outside the confines of the interior of the Premises. Tenant further agrees to abide by  
168 all rules or regulations governing the subject neighborhood where the Premises are located, a copy of  
169 which are attached hereto as Exhibit A. Landlord reserves the right to amend or modify said rules, as  
170 Landlord believes reasonably necessary and Tenant agrees to abide by such amendments and  
171 modifications. Tenant may not use the Premises to give instruction in music or physical training.  
172 Tenant agrees not to cause or permit any disturbance, noise or other annoyance detrimental to the  
173 reasonable comfort of the neighborhood (three or more written or verbal warnings of this disturbance  
174 offense shall be deemed just cause for eviction and shall constitute a default of this Lease).  
175

176 8. Upkeep. Tenant agrees, during the term of this Lease, to take good care of the Premises, its fixtures,  
177 appliances and equipment. Tenant agrees to keep the Premises, at Tenant's sole cost and expense, in a  
178 clean, aesthetically pleasing and sanitary condition. Tenant agrees to take appropriate precaution  
179 against the presence of insects, bugs and vermin (Landlord is not responsible for and this Lease will not  
180 be affected by the presence of insects, bugs and vermin but Landlord will arrange for treatment, if  
181 necessary, at Tenant's cost). Tenant agrees to promptly notify Landlord of any damage or need for  
182 repairs to the Premises. Tenant agrees to refrain from activity in or around the Premises that could  
183 damage or decrease the value of the Premises. Tenant agrees to place all trash in suitable containers  
184 and dispose of said trash in the area designated for disposal. **At the termination of this Lease, Tenant**  
185 **agrees to return the Premises to Landlord in the same condition as received by Tenant.** Tenant  
186 agrees to be responsible for any loss or damage caused by an act or omission of Tenant or any other  
187 person that Tenant permits to be in or around the Premises.  
188

189 9. Utilities. Tenant agrees to place all applicable utilities to Premises in the name of Tenant prior to the  
190 Lease start date and to leave all such utilities in Tenant's name for the entire duration of the Lease.  
191 Failure to do so may result in the Premises being without utilities upon Tenant's move-in In the event  
192 that Tenant fails to honor the aforementioned obligation regarding the placement of utilities in Tenant's  
193 name and Landlord is billed for utilities used during the Lease term, then Landlord may charge Tenant  
194 an administrative fee of Thirty Dollars (\$30.00) per occurrence. Tenant also agrees to pay for all such  
195 utilities within ten (10) days of such notice. Tenant agrees that Landlord shall not be responsible for  
196 any failure in utility service arising from causes beyond Landlord's reasonable control. Utility  
197 provider information is as follows:

198 Duke (Electric) 800.521.2232  
199  
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201 10. Access. Tenant shall permit Landlord or Landlord's agents and employees to enter the Premises during  
202 all reasonable hours to examine and protect the Premises, to show the Premises to prospective buyers or  
203 renters, to make repairs, additions, alterations, preventive maintenance or treatment and for any other  
204 reasonable necessity requiring such entry. Landlord will attempt to give Tenant reasonable notice of  
205 any such intended entry into the Premises, when possible. Landlord may enter the premises at any time  
206 in the event that Landlord determines that an emergency or other situation exists which requires  
207 immediate attention. Tenant may not add/change interior door locks without Landlord's consent.  
208

209 11. Maintenance. Landlord agrees to keep the Premises, including any furniture and appliances furnished,  
210 in reasonable repair during the term of this Lease. Tenant agrees to promptly report the need for  
211 maintenance to Landlord, including emergency maintenance. Tenant must promptly report to Landlord  
212 any dampness, water leaks, mold, and/or any other moisture-related problem at the Premises. When the  
213 need for maintenance has been caused by the willful or irresponsible conduct of Tenant or any other  
214 person that Tenant permits to be in or around the Premises, Landlord will repair the Premises on  
215 account for Tenant. The cost of any such repair work necessitated by Tenant or any other person that  
216 Tenant permits to be in or around the Premises shall be billed to Tenant and paid by Tenant within ten  
217 (10) days of such billing. Further terms and conditions regarding the maintenance of the Premises are  
218 as follows:  
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220 A. Tenant Negligence. Tenant accepts and understands that Tenant will be responsible for  
221 charges associated with the Landlord's maintenance, repair or replacement caused by Tenant  
222 negligence, including but not limited to, such items as stopped-up stools, malfunctioning  
223 garbage disposals due to improperly disposed items (such as glass, coins, bottle caps,  
224 silverware, excessive food product, etc.), damage caused by running the dishwasher with  
225 stopped-up sink, improper use of appliances, damaged locks, lost mail keys (to be charged at  
226 the rate of Forty Dollars (\$40.00) per key), holes in the walls and ceiling, excess moisture (i.e.  
227 sloppy showering), burned out light bulbs and other such items. Labor for Landlord's  
228 maintenance staff is charged at the rate of Thirty Dollars (\$30.00) per occurrence for work  
229 completed during normal business hours and Fifty Dollars (\$50.00) per occurrence for work  
230 completed during times outside normal business hours (weekends, evenings, etc.). In the  
231 event that Tenant fails to make payment for such maintenance within ten (10) days, said  
232 amount shall be subject to interest at the rate of eighteen percent (18%) per annum, or Ten  
233 Dollars (\$10.00) per day as described in paragraph 4, at the discretion of Landlord.  
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235 B. Excessive Utilities. Landlord shall not be responsible to Tenant for reimbursement of  
236 excessive water/sewer bills due to running or overflowed stools, busted pipes or faucets, the  
237 reimbursement of excessive electric bills resulting from open or broken doors or windows, or  
238 other such charges. It is Tenant's responsibility to promptly report the need for the  
239 maintenance of such items to Landlord.  
240

241 C. Securing Premises. Tenant agrees to take appropriate precaution against unauthorized entry  
242 into the Premises by locking and securing doors and windows. Tenant agrees to promptly  
243 report doors and windows that will not lock to Landlord.  
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245 D. No Reduction in Rent. Tenant agrees that no reduction of rent shall be claimed or allowed to  
246 Tenant due to any inconvenience or discomfort arising as a consequence of any maintenance,  
247 repair or replacement made in or around the Premises when such maintenance, repair or  
248 replacement is beyond the reasonable control of Landlord.  
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250 12. Personal Property. Tenant is responsible for obtaining and maintaining insurance on Tenant's personal  
251 property. Landlord is not responsible or liable in any way for damage or loss to Tenant's personal  
252 property. Landlord advises Tenant to obtain renters insurance. Any personal property left in or around

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the Premises after the termination of this Lease for any reason shall be deemed abandoned. Tenant hereby authorizes Landlord to dispose of any such personal property and Tenant hereby expressly releases Landlord from any and all liabilities and claims for damage.

13. Joint and Severally Liable. Each individual signing this Lease as a Tenant agrees to be jointly and severally liable to the Landlord for the full performance required hereunder and for any damages resulting from a breach or default of Tenant’s obligations. “Joint and severally liable” is a legally binding phrase which means, among other obligations, each individual signing this Lease as a Tenant is legally responsible to the Landlord for any and all obligations required hereunder (rent, damages, etc.) versus a pro-rata share of any such obligation.
14. Tenant Disputes and Legal Advice. Landlord is not responsible in any way for resolving disputes among or between the individual Tenants to this Lease. Landlord advises Tenant to seek the advice of a licensed attorney with any and all legal questions including but not limited to Tenant disputes.
15. Pets. Tenant agrees that pets are permitted on the premises only if there is a pet addendum filled out completely and signed by all Tenants. Tenant agrees that any pet must be approved by Landlord and pet fee must be paid prior to the arrival of the pet. All Tenants on the Lease must agree to the presence of the pet and all Tenants must sign the pet addendum prior to the arrival of the pet. If no pet addendum is filled out tenant agrees that no pet or animal of any kind is permitted in or around the Premises at any time for any reason at any duration (i.e., no pet-sitting is allowed). Violation of this provision constitutes a default of this Lease. In the event of Tenant’s violation of this provision for any reason, Landlord will charge, and Tenant agrees to pay, a fee of Five Hundred Dollars (\$500.00) per occurrence plus the cost associated with any flea, odor, stain removal, and carpet replacement necessary. Aquariums larger than twenty (20) gallons are also not permitted.
16. Subletting Not Permitted. Tenant agrees not to sublet or assign the Premises. Any such sublet or assignment shall be void and subject to eviction.
17. Winterizing. Tenant agrees to take appropriate winterizing precautions to help ensure that the plumbing on the Premises does not freeze. Tenant agrees that the heat within the Premises shall not be turned below sixty (60) degrees Fahrenheit and that electricity and water will remain on and in Tenant’s name throughout the term of this Lease. Tenant’s failure to take appropriate winterizing precautions could result in Tenant being assessed charges associated with any maintenance, repair or replacement necessitated by such failure.
18. Prohibited Items and Actions. Tenant agrees not to keep any water beds on or about the Premises, or any other article or item that would be likely to damage the interior or exterior of the Premises or be hazardous to life or property. Tenant agrees not to act in a manner that might cause injury to Tenant or others and to refrain from activity that might damage the Premises or surrounding common areas. Grills shall not be located on balconies or within 15 feet of buildings.
19. Parking. Landlord does not guarantee parking for each individual signing this Lease as Tenant. The number of parking spaces is controlled by local zoning regulations as of the time the subject complex was constructed. All vehicles must have valid parking permits. Landlord shall not be liable for any towing charge or damage to vehicle resulting from unauthorized parking by Tenant or others. Landlord reserves the right to invalidate the parking permit(s) of Tenant for an indefinite term if Tenant is found in violation of any provision of Lease, Lease exhibits, Lease modifications, and or Lease addendums and renewals provided that Landlord provides Tenant with reasonable notice no less than twenty four (24) hours prior the effective date and time of permit(s) invalidation.
20. Destruction of Premises. In the event that the Premises become uninhabitable by reason of fire, accident or other cause beyond Tenant’s reasonable control and totally not caused by the negligence of Tenant or any other person that Tenant permits to be in or around the Premises, then rent shall be due only up to the date of such damage or destruction. If Landlord chooses to rebuild/repair the Premises, Landlord may provide adequate alternative living accommodations at Landlord’s expense without abatement of rent.
21. Default and Remedies. If the Tenant fails to make payments, when due, in any amount required by this Lease or if Tenant fails to perform as required by any provision of this Lease, Tenant shall be in default. In the event of such default, Landlord may re-enter and take possession of the Premises and have Tenant and Tenant’s property removed. In the event of such default or eviction, all remaining rent shall become immediately due and payable without further notice. In the event of such default or eviction, Landlord may re-let the Premises upon terms and conditions as deemed appropriate by Landlord and

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such re-letting shall in no way affect the liability of Tenant. Any amounts obtained by Landlord via such re-letting shall be first applied toward the expenses associated with the re-letting of the Premises with the remainder, if any, to be applied toward Tenant's obligations hereunder. Tenant agrees that Landlord is not limited to the remedies referenced above and may seek any other remedy against Tenant as allowed under applicable law. Tenant agrees to be responsible and pay for any legal expense, attorney fees, discovery fees, court costs and other such fees and expenses incurred by Landlord in Landlord's effort to enforce the terms and conditions of this Lease.

As noted above, all remedies available to Landlord pursuant to this Section (and/or in Section 2 above and/or elsewhere in this Lease) shall be cumulative (and not exclusive) of all relief otherwise available to Landlord pursuant to this Lease, at law, and/or in equity. No exercise or enforcement of Landlord's rights in this Section (and/or in Section 2 above and/or elsewhere in this Lease) shall be held to exhaust any other right or remedy of Landlord hereunder or at law or in equity.

- 22. Limited Liability. Landlord shall not be responsible or liable for any damage or injury sustained by Tenant or any other person that Tenant permits to be in or around the Premises. Tenant hereby agrees to waive any and all claims against Landlord for personal injury and any loss or damage to property.
- 23. Application and References. Landlord offers this Lease to Tenant based upon the representations made on the applications submitted by Tenant. If any such statement is misleading, incorrect or false the Landlord shall have the right to terminate this Lease as any such misrepresentation shall constitute a default by Tenant of this Lease. Tenant hereby authorizes Landlord to conduct a reference check of the references provided by Tenant and Tenant understands if such check reveals any evidence of credit unworthiness or dishonesty the Landlord may terminate this Lease.
- 24. Renewal of Lease. If Tenant desires to renew this Lease for an additional term, Tenant must give Landlord written notice of such desire no less than ninety (90) days prior to the end of Lease term or November 30, \_\_\_\_\_, whichever comes first. Landlord reserves the right to deny Tenant's request to renew this Lease and to modify the amount of rent due for any such renewal.
- 25. Move-Out. Tenant agrees to follow all instructions for leaving the Premises upon the termination of this Lease incorporated herein. Estimated costs and expenses, which will be Tenant's responsibility, for failure to leave the Premises as provided by Landlord at move-in are provided in Exhibit B.
- 26. Miscellaneous Provisions. This Lease shall be subject to the following miscellaneous provisions:
  - A. Entire Agreement. This Lease and the exhibits hereto represent the entire agreement by and between Landlord and Tenant. Landlord has made no representations or promises with respect to the Premises except those representations and promises contained herein. Landlord does not make verbal agreements. All agreements must be in writing and fully executed (i.e. signed by all parties).
  - B. No Waiver by Landlord. Landlord's failure to insist on the strict performance of any provision of this Lease or exercise any right or remedy shall not constitute a waiver of any breach of this Lease by Tenant or a waiver of Landlord's right to exercise any right or remedy. Landlord's acceptance of any full or partial rent payment by Tenant shall not constitute a waiver by Landlord of any breach or default by Tenant.
  - C. Severability. Should any provision(s) of this Lease be declared invalid or unenforceable by a court of competent jurisdiction or statute, the remaining provisions of this Lease shall remain in full force and effect. This Lease shall be construed under the laws of the State of Indiana and the venue for any dispute shall be in Monroe County, Indiana.
  - D. Common Areas. In the event that any recreational facilities and/or common area space shall be associated with the complex in which the Premises are located, Tenant acknowledges that such areas are under the exclusive control of the applicable Homeowners Association or the Landlord and that Tenant or any other person that Tenant permits to be in or around the Premises shall abide by all applicable rules and regulations governing such areas and use such areas at their own risk.
  - E. Other Tenant Defaults. If, prior to the start date provided herein, Tenant defaults in the performance of any other agreement with Landlord which Tenant and Landlord may have together, then Landlord shall have the option of terminating this Lease.
  - F. Availability of Premises. Tenant's initial access to the Premises is dependent upon the previous Tenants vacating the Premises. Landlord will take reasonable steps to ensure such vacating by

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previous Tenants but does not accept any liability for unforeseen circumstances. In such an instance, Landlord will provide temporary living accommodations, without abatement of the rent provided herein.

- G. Reasonable Notice and Postings. Reasonable notice and or balance statements will be posted via one or more of the following: Premises front door, Tenant voicemail, Tenant e-mail and/or Tenant text message. Tenant is responsible for providing Landlord with updated contact information.
  
- H. Trash Service: Landlord will provide private trash service where permissible by the City of Bloomington. If private trash service is not permitted at Premises by the City of Bloomington Tenant is responsible for proper disposal and the cost of any such disposal.

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EXHIBIT A: RULES AND REGULATIONS

The following Rules and Regulations (“Rules”), as referenced on page 3, paragraph 7 of this Lease, must be observed and followed by Tenant, as such Rules help to ensure that Tenant has the opportunity to reside in a pleasant and orderly community.

- A. The sidewalks, courts, entry passages, halls, stairways, decks, and patios shall not be obstructed by any means by Tenant, or used for any purpose other than that of entry or non-destructive enjoyment.
- B. No trash, bags, etc. shall be left outside of Tenant’s door, hallway, stairway, entry passages, courts, sidewalks, etc. Trash shall be disposed of immediately in the dumpsters provided.
- C. The front porches, patios, and decks are not common areas and shall only be used by the Tenant of the attached unit or guests of such Tenant.
- D. Tenant and their guests shall maintain order in the building and shall not make or permit any improper noises or conduct, etc. in the building or interfere in any way with other Tenants or those having business with them.
- E. The use of all pianos, radios, television sets, stereos, etc. and other sound or musical devices shall be kept at a low sound level as not to be heard outside the unit.
- F. Landlord acknowledges Tenant’s right to have parties provided the Tenant conducts said parties in good order and destructive behavior is avoided. The number of persons on a floor or deck must conform to safety codes and safety standards established by courtesy patrol and law enforcement officers.
- G. No vehicles—motorbikes, bicycles, etc.—shall be allowed in the corridors, halls, or elsewhere in the building or on sidewalks, and Landlord reserves the right to remove any and all objectionable items and nuisances. Parking for these shall be in the parking area only.
- H. Nothing shall be thrown out of the windows or doors, or down the passages, stairways, etc of the building or unit by Tenant or guest of Tenant.
- I. The bathroom and kitchen facilities, sinks drains, bathtub drains, etc. shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, tampons, ashes, sanitary napkins, paper towels, grease or other substances, etc. shall be thrown or deposited therein. Violation shall constitute the Tenant being charged for repairs resulting from these violations as set forth in the Lease.
- J. Any damage resulting to any part of the Premises, including appliances, sinks, bathtubs, showers, fixtures, walls, woodwork, carpeting, stairways, siding, balconies, closets, flooring, windows, window coverings, furnace, air conditioner, hot water heater, garbage disposal, etc. from misuse, or negligence shall be paid for by the Tenant per the terms of the Lease.
- K. Unit damage from the weather by means of open doors or windows shall be paid for by the Tenant consistent with the terms of the Lease.
- L. No painting or wall papering shall be done or alterations made to any part of the Premises by putting up or changing any partition, door or window, and no nailing, boring or screwing into the woodwork or walls shall be used to hang pictures. Tenant may use small nails, tacks, or adhesive strips to hang pictures, but Tenant must remove any and all such items before the end of the Lease Term. Violation shall result in Tenant paying for correction of the violations, including painting, per the terms of the Lease.
- M. All glass, locks, trimmings, etc. in or on the doors, walls, and windows, etc. belonging to the building shall be kept whole, and whenever any part thereof shall be broken, the same shall immediately be reported for repair and the Tenant shall be responsible for the cost of the repair, which is to be paid as set forth within the Lease..
- N. One key for the entry door will be provided for each Tenant to the Lease. If you become locked out of the Premises after business hours or on weekends, you will need to call J & S Locksmith at (812) 332-4533. Identification is required for re-entry purposes. The service is available at no charge during normal business hours through the Varsity Properties office.
- O. Any change of locks by the Tenant is prohibited. Lock changes may be handled through the office of the Landlord only. Cost of the lock and labor for the installation is to be paid by the Tenant to the Landlord as the labor rates set forth within the Lease.
- P. Should Tenant be in default with respect to any rule stated herein, Landlord will provide notice of said violation to Tenant. If the Tenant does not immediately correct the violation, the Tenant may be fined up to \$25 per day so long as the violation continues. Fines shall become a charge to the Tenant and shall be payable by the terms set forth within the Lease. If Landlord issues three (3) or more notices of Rule violations to Tenant, the Landlord may terminate the Lease and the full amount due for the remainder of the Lease along with any and all additional charges for fines and expenses shall become immediately due as set forth within the Lease. Each different violation shall be handled as a separate violation and shall be charged per violation occurrence. Remedies for fines may also be adjudicated in small claims court.



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- Q. Tenant agrees to use reasonable efforts to reduce any loss resulting from spoiled food in the event that the refrigerator in Tenant's unit fails (i.e., storing temperature sensitive food items in a neighbor's refrigerator or a cooler, etc.)
- R. Specific rules regarding vehicle parking for Tenant and Tenant's guests shall be enforced at the time parking permits are distributed. The general guidelines are as follows, but specific instructions may also be issued when permits are distributed.
  - a. All Tenants of the complex who have a car must fill out an application for a parking permit. Vehicles not displaying an official parking permit will be towed at vehicle owner's expense. Parking regulations shall be enforced at all times per instructions issued with the permit.
  - b. Once the parking permit is issued, Tenant will be on file regarding name, address, unit number, car make and model, license number, etc. Parking permits are non-transferable.
  - c. Only one permit per each Tenant on the Lease will be issued. A copy of the Lease is needed to verify that you are a resident. No extra permits will be issued.
  - d. Properly affix your parking permit on the driver's side at the bottom of the front windshield on a permanent basis.
  - e. In the event that the Tenant should need to replace their parking permit, and the original permit is not returned for any reason, replacement permits will cost \$100.00.
  - f. Each year a new parking permit will be issued.
  - g. Because of the large number of residents' cars in the complex, it is not possible to issue and monitor visitor's permits. Therefore, the Landlord suggests that visitor's park in visitors' parking spaces only. Remember, cars not displaying a parking permit will be towed from the complex parking areas. During football games and other major events at the Memorial stadium or Assembly Hall, the entrance to the complex may be blocked and only cars with permits will be allowed to enter the complex.
  - h. All parked cars may be relocated via tow truck following notice for the purpose of asphalt repair, snow removal, parking lot improvements/painting, construction, etc.

SAMPLE

573 EXHIBIT B: MINIMUM / ESTIMATED MOVE-OUT COST SCHEDULE

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575 CLEANING AND REPAIR CHARGES

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577 In the event that Tenant's actions or inactions require cleaning and/or repair charges that exceed ordinary wear  
578 and tear, Landlord will bill Tenant to cover such cost. The charges below are representative only (i.e., not all  
579 inclusive) and are estimates. The actual cost to repair said items could be higher.

580

581 REPLACEMENT CHARGES

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583 In the event that any item is missing or damaged beyond reasonable repair, Tenant must replace such item(s), or  
584 such item(s) and the accompanying labor will be billed to Tenant. The charges below are representative only  
585 (i.e., not all inclusive) and are estimates. The actual cost to repair or replace said items could be higher.

586

587 Window glass	Contractor price	Garbage disposal	\$65 and up
588 Patio door glass	Contractor price	Mirrors for bathroom	\$25 and up
589 Window screens	\$35 each	Doors	\$150 and up
590 Patio screens	\$75 and up	Light Fixtures	\$10 and up
591 Mail Keys	\$40 each	Refrigerator shelves & bars	Contractor price
592 Lock	\$35 and up	Counter tops	Contractor price
593 Fire extinguisher	\$25 and up	Blinds	\$20 and up
594 Toilet seats	\$25 and up	Towel racks	\$15 and up
595 Vinyl flooring	Contractor price	Carpet	Contractor price
596 Crisper shelf	\$120 per shelf		

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598 MISCELLANEOUS CHARGES

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600 Carpet cleaning	Contractor price
601 Trash removal	\$30 and up
602 Wallpaper	\$150 and up
603 Painting	\$12 per wall per coat
604 Holes in wall	\$50 and up
605 Drywall repair	\$35 and up

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636 **By signing below, Tenant acknowledges that Tenant has read, understands, and agrees to the terms and**  
637 **conditions of this Lease.** Tenant's permanent address will be used for any communications after Lease term.

638 _____	_____
639 _____	_____
640 (Signature)	(Permanent Street Address)
641 _____	_____
642 (Printed Name)	(City, State, Zip Code)
643 _____	_____
644 (Cell Phone Number)	(School E-Mail Address)
645 _____	_____
646 (Date)	(Parent's E-Mail Address)
647 _____	_____
648 _____	_____
649 (Signature)	(Permanent Street Address)
650 _____	_____
651 (Printed Name)	(City, State, Zip Code)
652 _____	_____
653 (Cell Phone Number)	(School E-Mail Address)
654 _____	_____
655 (Date)	(Parent's E-Mail Address)
656 _____	_____
657 _____	_____
658 (Signature)	(Permanent Street Address)
659 _____	_____
660 (Printed Name)	(City, State, Zip Code)
661 _____	_____
662 (Cell Phone Number)	(School E-Mail Address)
663 _____	_____
664 (Date)	(Parent's E-Mail Address)
665 _____	_____
666 _____	_____
667 (Signature)	(Permanent Street Address)
668 _____	_____
669 (Printed Name)	(City, State, Zip Code)
670 _____	_____
671 (Cell Phone Number)	(School E-Mail Address)
672 _____	_____
673 (Date)	(Parent's E-Mail Address)
674 _____	_____
675 _____	_____
676 (Signature)	(Permanent Street Address)
677 _____	_____
678 (Printed Name)	(City, State, Zip Code)
679 _____	_____
680 (Cell Phone Number)	(School E-Mail Address)
681 _____	_____
682 (Date)	(Parent's E-Mail Address)

683  
684 LANDLORD SIGNATURE

685  
686 **Varsity Properties**

687  
688 By: \_\_\_\_\_  
689 (Agent for Landlord)

2015 N. Dunn St., Bloomington, IN 47408  
812.334.0333