

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

1314 NORTH DUNN STREET

TELEPHONE: 812.334.0333

FACSIMILE: 812.331.7731

5 UNIT NUMBER: _____

MONTHLY RENT INSTALLMENT(S): \$_____

7 DATE LEASE TERM BEGINS: _____

INSTALLMENT 1 OF _____, DUE: _____

9 DATE LEASE TERM ENDS: _____

SECURITY DEPOSIT: \$0.00

11 NON-REFUNDABLE ADMINISTRATIVE MOVE-IN FEE
12 TO BE PAID BY TENANT: \$300.00, DUE: _____
13 TOTAL MOVE-IN FEE TO BE PAID BY UNIT \$_____

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

21 TENANT NAME

TENANT PHONE

22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____

33 Landlord hereby leases to Tenant, for private residence, the premises known as 1314 North Dunn
34 Street _____, Bloomington, Indiana 47408 ("Premises"), a _____ bedroom _____ bathroom _____ level floor
35 plan. Lease shall be upon the following terms and conditions:

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

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

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

62 4. Late Payments. Tenant agrees to make all payments on or before the due date. Failure to do so causes
63 Landlord to incur damages in the form of added administrative expense and time, in an amount which is
64 uncertain. Accordingly, Tenant agrees that it is reasonable for the Landlord to charge a fee in the form
65 of liquidated damages. In the event that any balance (i.e. rent installment, service work order, utility,
66 etc.) is not paid in full on or before its due date, then Tenant agrees to pay a late payment fee in the
67 amount of Ten Dollars (\$10.00) for each day that said balance remains unpaid, up to a maximum
68 amount of One Hundred Dollars (\$100.00) for each such balance. A bad check constitutes nonpayment
69 and an NSF fee of Thirty-Five Dollars (\$35.00) will be charged in addition to any applicable late fees.
70 Landlord reserves the right to accept only certified funds after one (1) Tenant check has been returned
71 unpaid by the bank.
72

73 5. Non-Refundable Move-In Fee; Damage to Premises. Tenant agrees to pay a Non-Refundable Move-In
74 Fee of \$300.00, on or before the date set forth above, to cover certain costs associated with the
75 Premises, including but not limited to: changing locks prior to move-in, updating mailboxes,
76 application processing costs, administrative costs, general expenses associated with preparing or
77 maintaining the Premises, and/or other incidentals. Landlord and Tenant agree that Tenant will not pay
78 a security deposit for the Premises. Tenant agrees to take good care of the Premises throughout the
79 Lease Term (as described in more detail in Section 8 below), reasonable wear and tear excepted. In the
80 event that Tenant fails to pay any or all amount(s) that are due under this Lease, in the event that Tenant
81 causes or allows damage to the Premises that exceeds ordinary wear and tear, in the event that Tenant's
82 actions or inactions necessitate cleaning costs that exceed ordinary wear and tear, and/or in the event
83 that Tenant owes any other sum(s) to Landlord for any reason hereunder, then Tenant agrees to make
84 payment to Landlord, which shall include but not be limited to the following:
85

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

126 rents due under this Lease shall be automatically accelerated without notice and immediately
127 due and payable, and/or (v) Landlord may terminate Tenant's right of occupancy and sue for
128 damages, future rents, re-letting costs, attorney fees, court costs, and/or other lawful charges.
129

130 The relief available to Landlord pursuant to this Section 2 (and/or in Section 21 below and/or anywhere
131 else in this Lease) shall be cumulative (and not exclusive) of all relief otherwise available to Landlord
132 pursuant to this Lease, at law, and/or in equity. No exercise or enforcement of Landlord's rights in this
133 Section (and/or in Section 21 below and/or elsewhere in this Lease) shall be held to exhaust any other
134 right or remedy of Landlord hereunder or at law or in equity. For instance, no exercise or enforcement
135 of Landlord's right to keep all or any portion of the first rent installment pursuant to the preceding
136 paragraphs shall be held to exhaust any other right or remedy of Landlord hereunder or at law or in
137 equity—including but not limited to Landlord's right to collect rent for the remainder of the Lease
138 Term.

139
140 In the event that Landlord must assess damages and/or any other charges to Tenant at or after the end of
141 the Lease Term as described above, then Landlord will mail to Tenant an itemized list of
142 damages/costs. Tenant agrees to pay to Landlord the amount of any such charges within thirty (30)
143 days from the date of said notice. Any dispute from Tenant to any such charge(s) must be submitted in
144 writing by Tenant to Landlord within ten (10) business days from the date of said notice.

145
146 6. **Inspections.** An inspection shall be performed upon both move-in and move-out, as specified by
147 Landlord. An inspection report and inventory shall be completed at move-in, describing the condition
148 of the Premises. The inspection report and inventory shall be made a part of this Lease. A move-out
149 inspection and inspection report and inventory shall also be prepared when the Lease terminates, as
150 specified by the Landlord. Any damage to the Premises caused by an act or omission of Tenant (or
151 guest or invitee of Tenant) and not identified on the move-in inspection report and/or inventory shall be
152 the Tenant's responsibility. Tenant's possession of the Premises indicates Tenant's acceptance of the
153 Premises in an "as-is" condition.

154
155 7. **Use of Premises.** Tenant agrees to use the Premises exclusively as a private residence only for those
156 individuals identified as a Tenant in this Lease. Tenant agrees not to make any changes of any nature to
157 the Premises without first obtaining Landlord's written consent. Tenant agrees not to store items or
158 personal property outside the confines of the interior of the Premises. Tenant further agrees to abide by
159 all rules or regulations governing the subject neighborhood where the Premises are located, a copy of
160 which are attached hereto as Exhibit A. Landlord reserves the right to amend or modify said rules, as
161 Landlord believes reasonably necessary and Tenant agrees to abide by such amendments and
162 modifications. Tenant may not use the Premises to give instruction in music or physical training.
163 Tenant agrees not to cause or permit any disturbance, noise or other annoyance detrimental to the
164 reasonable comfort of the neighborhood (three or more written or verbal warnings of this disturbance
165 offense shall be deemed just cause for eviction and shall constitute a default of this Lease).

166
167 8. **Upkeep.** Tenant agrees, during the term of this Lease, to take good care of the Premises, its fixtures,
168 appliances and equipment. Tenant agrees to keep the Premises, at Tenant's sole cost and expense, in a
169 clean, aesthetically pleasing and sanitary condition. Tenant agrees to take appropriate precaution
170 against the presence of insects, bugs and vermin (Landlord is not responsible for and this Lease will not
171 be affected by the presence of insects, bugs and vermin but Landlord will arrange for treatment, if
172 necessary, at Tenant's cost). Tenant agrees to promptly notify Landlord of any damage or need for
173 repairs to the Premises. Tenant agrees to refrain from activity in or around the Premises that could
174 damage or decrease the value of the Premises. Tenant agrees to place all trash in suitable containers
175 and dispose of said trash in the area designated for disposal. **At the termination of this Lease, Tenant**
176 **agrees to return the Premises to Landlord in the same condition as received by Tenant.** Tenant
177 agrees to be responsible for any loss or damage caused by an act or omission of Tenant or any other
178 person that Tenant permits to be in or around the Premises.

179
180 9. **Utilities.** Tenant agrees to place all applicable utilities to Premises in the name of Tenant prior to the
181 Lease start date and to leave all such utilities in Tenant's name for the entire duration of the Lease.
182 Failure to do so may result in the Premises being without utilities upon Tenant's move-in. In the event
183 that Tenant fails to honor the aforementioned obligation regarding the placement of utilities in Tenant's
184 name and Landlord is billed for utilities used during the Lease term, then Landlord may charge Tenant
185 an administrative fee of Thirty Dollars (\$30.00) per occurrence. Tenant also agrees to pay for all such
186 utilities within ten (10) days of such notice. Tenant agrees that Landlord shall not be responsible for
187 any failure in utility service arising from causes beyond Landlord's reasonable control. Utility
188 provider information is as follows:
189

190 Duke (Electric) 800.521.2232
191
192 10. Access. Tenant shall permit Landlord or Landlord's agents and employees to enter the Premises during
193 all reasonable hours to examine and protect the Premises, to show the Premises to prospective buyers or
194 renters, to make repairs, additions, alterations, preventive maintenance or treatment and for any other
195 reasonable necessity requiring such entry. Landlord will attempt to give Tenant reasonable notice of
196 any such intended entry into the Premises, when possible. Landlord may enter the premises at any time
197 in the event that Landlord determines that an emergency or other situation exists which requires
198 immediate attention. Tenant may not add/change interior door locks without Landlord's consent.
199

200 11. Maintenance. Landlord agrees to keep the Premises, including any furniture and appliances furnished,
201 in reasonable repair during the term of this Lease. Tenant agrees to promptly report the need for
202 maintenance to Landlord, including emergency maintenance. Tenant must promptly report to Landlord
203 any dampness, water leaks, mold, and/or any other moisture-related problem at the Premises. When the
204 need for maintenance has been caused by the willful or irresponsible conduct of Tenant or any other
205 person that Tenant permits to be in or around the Premises, Landlord will repair the Premises on
206 account for Tenant. The cost of any such repair work necessitated by Tenant or any other person that
207 Tenant permits to be in or around the Premises shall be billed to Tenant and paid by Tenant within ten
208 (10) days of such billing. Further terms and conditions regarding the maintenance of the Premises are
209 as follows:
210

211 A. Tenant Negligence. Tenant accepts and understands that Tenant will be responsible for
212 charges associated with the Landlord's maintenance, repair or replacement caused by Tenant
213 negligence, including but not limited to, such items as stopped-up stools, malfunctioning
214 garbage disposals due to improperly disposed items (such as glass, coins, bottle caps,
215 silverware, excessive food product, etc.), damage caused by running the dishwasher with
216 stopped-up sink, improper use of appliances, damaged locks, lost mail keys (to be charged at
217 the rate of Forty Dollars (\$40.00) per key), holes in the walls and ceiling, excess moisture (i.e.
218 sloppy showering), burned out light bulbs and other such items. Labor for Landlord's
219 maintenance staff is charged at the rate of Thirty Dollars (\$30.00) per occurrence for work
220 completed during normal business hours and Fifty Dollars (\$50.00) per occurrence for work
221 completed during times outside normal business hours (weekends, evenings, etc.). In the
222 event that Tenant fails to make payment for such maintenance within ten (10) days, said
223 amount shall be subject to interest at the rate of eighteen percent (18%) per annum, or Ten
224 Dollars (\$10.00) per day as described in paragraph 4, at the discretion of Landlord.
225

226 B. Excessive Utilities. Landlord shall not be responsible to Tenant for reimbursement of
227 excessive water/sewer bills due to running or overflowed stools, busted pipes or faucets, the
228 reimbursement of excessive electric bills resulting from open or broken doors or windows, or
229 other such charges. It is Tenant's responsibility to promptly report the need for the
230 maintenance of such items to Landlord.
231

232 C. Securing Premises. Tenant agrees to take appropriate precaution against unauthorized entry
233 into the Premises by locking and securing doors and windows. Tenant agrees to promptly
234 report doors and windows that will not lock to Landlord.
235

236 D. No Reduction in Rent. Tenant agrees that no reduction of rent shall be claimed or allowed to
237 Tenant due to any inconvenience or discomfort arising as a consequence of any maintenance,
238 repair or replacement made in or around the Premises when such maintenance, repair or
239 replacement is beyond the reasonable control of Landlord.
240

241 12. Personal Property. Tenant is responsible for obtaining and maintaining insurance on Tenant's personal
242 property. Landlord is not responsible or liable in any way for damage or loss to Tenant's personal
243 property. Landlord advises Tenant to obtain renters insurance. Any personal property left in the
244 Premises after the termination of this Lease for any reason shall be deemed abandoned. Tenant hereby
245 authorizes Landlord to dispose of any such personal property and Tenant hereby expressly releases
246 Landlord from any and all liabilities and claims for damages.
247

248 13. Joint and Severally Liable. Each individual signing this Lease as a Tenant agrees to be jointly and
249 severally liable to the Landlord for the full performance required hereunder and for any damages
250 resulting from a breach or default of Tenant's obligations. "Joint and severally liable" is a legally
251 binding phrase which means, among other obligations, each individual signing this Lease as a Tenant is
252 legally responsible to the Landlord for any and all obligations required hereunder (rent, damages, etc.)
253 versus a pro-rata share of any such obligation.

254
255 14. Tenant Disputes and Legal Advice. Landlord is not responsible in any way for resolving disputes
256 among or between the individual Tenants to this Lease. Landlord advises Tenant to seek the advice of a
257 licensed attorney with any and all legal questions including but not limited to Tenant disputes.
258

259 15. Pets. Tenant agrees that pets are permitted on the premises only if there is a pet addendum filled out
260 completely and signed by all Tenants. Tenant agrees that any pet must be approved by Landlord and pet
261 fee must be paid prior to arrival of pet. All Tenants on the Lease must agree to the presence of the pet
262 and all Tenants must sign the pet addendum prior to the arrival of the pet. If no pet addendum is filled
263 out tenant agrees that no pet or animal of any kind is permitted in or around the Premises at any time for
264 any reason at any duration (i.e., no pet-sitting is allowed). Violation of this provision constitutes a
265 default of this Lease. In the event of Tenant's violation of this provision for any reason, Landlord will
266 charge, and Tenant agrees to pay, a fee of Five Hundred Dollars (\$500.00) per occurrence plus the cost
267 associated with any flea, odor, stain removal, and carpet replacement necessary. Aquariums larger than
268 twenty (20) gallons are also not permitted.
269

270 16. Subletting Not Permitted. Tenant agrees not to sublet or assign the Premises. Any such sublet or
271 assignment shall be void and subject to eviction.
272

273 17. Winterizing. Tenant agrees to take appropriate winterizing precautions to help ensure that the plumbing
274 on the Premises does not freeze. Tenant agrees that the heat within the Premises shall not be turned
275 below sixty (60) degrees Fahrenheit and that electricity and water will remain on and in Tenant's name
276 throughout the term of this Lease. Tenant's failure to take appropriate winterizing precautions could
277 result in Tenant being assessed charges associated with any maintenance, repair or replacement
278 necessitated by such failure.
279

280 18. Prohibited Items and Actions. Tenant agrees not to keep any water beds on or about the Premises, or
281 any other article or item that would be likely to damage the interior or exterior of the Premises or be
282 hazardous to life or property. Tenant agrees not to act in a manner that might cause injury to Tenant or
283 others and to refrain from activity that might damage the Premises or surrounding common areas. Grills
284 shall not be located on balconies or within 15 feet of buildings.
285

286 19. Parking. Parking at the Premises is fee-based. Aside from certain limited "Visitor" parking – which is
287 reserved for visitors, not tenants – Tenant acknowledges that Landlord does not provide free parking to
288 tenants at the Premises. Tenant agrees that parking is permitted at the Premises only if Tenant has first
289 filled out and submitted to Landlord the Application for Parking Permit and Parking Rules and
290 Regulations form, and if Tenant has first paid all parking charges applicable to Tenant. Tenant agrees
291 that any vehicle must be approved by Landlord and all parking charges must be paid to Landlord before
292 Tenant may park said vehicle at the Premises. Parking permits may not be shared. Each individual
293 Tenant on this Lease who wishes to park a vehicle at the Premises must fill out and submit to Landlord
294 the Application for Parking Permit and Parking Rules and Regulations form, and pay the applicable
295 parking charges, for each individual Tenant's vehicle. Violation of this section on Parking (and/or the
296 Application for Parking Permit and/or Parking Rules and Regulations, which are incorporated herein)
297 constitutes a default of this Lease.
298

299 Landlord does not guarantee parking for each individual signing this Lease as Tenant. The number of
300 parking spaces is controlled by local zoning regulations as of the time the subject complex was
301 constructed. All vehicles must have valid paid parking permits. Tenant agrees that Landlord may have
302 unauthorized and/or otherwise illegally-parked vehicles towed from the Premises, in accordance with
303 the Application for Parking Permit and/or Parking Rules and Regulations. Landlord shall not be liable
304 for any towing charge or damage to Tenant's vehicle resulting from unauthorized parking by Tenant or
305 others. Landlord reserves the right to cancel and/or invalidate the parking permit(s) of Tenant for an
306 indefinite term if Tenant is found in violation of any provision of Lease, Lease exhibits, Lease
307 modifications, and or Lease addendums, and Lease renewals, and/or any Application for Parking Permit
308 and/or Parking Rules and Regulations applicable to Tenant, provided that Landlord provides Tenant
309 with reasonable notice no less than twenty four (24) hours prior the effective date and time of permit(s)
310 invalidation.
311

312 20. Destruction of Premises. In the event that the Premises become uninhabitable by reason of fire,
313 accident or other cause beyond Tenant's reasonable control and totally not caused by the negligence of
314 Tenant or any other person that Tenant permits to be in or around the Premises, then rent shall be due
315 only up to the date of such damage or destruction. If Landlord chooses to rebuild/repair the Premises,
316 Landlord may provide adequate alternative living accommodations at Landlord's expense without
317 abatement of rent.

318

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 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 September 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. Specific move-out procedures 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.

382 E. Other Tenant Defaults. If, prior to the start date provided herein, Tenant defaults in the
383 performance of any other agreement with Landlord which Tenant and Landlord may have together,
384 then Landlord shall have the option of terminating this Lease.
385

386 F. Availability of Premises. Landlord is not responsible for any delay of Tenant's occupancy caused
387 by construction, repairs, cleaning, a previous resident's holding over, damage to the premises,
388 and/or unforeseen delay. In such an instance, Landlord will provide temporary living
389 accommodations to Tenant, without abatement of the rent provided herein. Tenant hereby agrees
390 to accept the alternate / temporary living accommodations provided by Landlord, and that Tenant
391 will continue to pay the rent required by this Lease. .
392

393 G. Reasonable Notice and Postings. Reasonable notice and or balance statements will be posted via
394 one or more of the following: Premises front door, Tenant voicemail, Tenant e-mail and/or Tenant
395 text message. Tenant is responsible for providing Landlord with updated contact information.
396

397 H. Trash Service: Landlord will provide private trash service where permissible by the City of
398 Bloomington. If private trash service is not permitted at Premises by the City of Bloomington
399 Tenant is responsible for proper disposal and the cost of any such disposal.
400

401 **EXHIBIT A: RULES AND REGULATIONS**

402

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

406 A. The sidewalks, courts, entry passages, halls, stairways, decks, and patios shall not be obstructed by
407 any means by Tenant, or used for any purpose other than that of entry or non-destructive
408 enjoyment.
409 B. No trash, bags, etc. shall be left outside of Tenant's door, hallway, stairway, entry passages, courts,
410 sidewalks, etc. Trash shall be disposed of immediately in the dumpsters provided.
411 C. The front porches, patios, and decks are not common areas and shall only be used by the Tenant of
412 the attached unit or guests of such Tenant.
413 D. Tenant and their guests shall maintain order in the building and shall not make or permit any
414 improper noises or conduct, etc. in the building or interfere in any way with other Tenants or those
415 having business with them.
416 E. The use of all pianos, radios, television sets, stereos, etc. and other sound or musical devices shall
417 be kept at a low sound level as not to be heard outside the unit.
418 F. Landlord acknowledges Tenant's right to have parties provided the Tenant conducts said parties in
419 good order and destructive behavior is avoided. The number of persons on a floor or deck must
420 conform to safety codes and safety standards established by courtesy patrol and law enforcement
421 officers.
422 G. No vehicles—motorbikes, bicycles, etc.—shall be allowed in the corridors, halls, or elsewhere in
423 the building or on sidewalks, and Landlord reserves the right to remove any and all objectionable
424 items and nuisances. Parking for these shall be in the parking area only.
425 H. Nothing shall be thrown out of the windows or doors, or down the passages, stairways, etc of the
426 building or unit by Tenant or guest of Tenant.
427 I. The bathroom and kitchen facilities, sinks drains, bathtub drains, etc. shall not be used for any
428 purposes other than those for which they were constructed, and no sweepings, rubbish, rags,
429 tampons, ashes, sanitary napkins, paper towels, grease or other substances, etc. shall be thrown or
430 deposited therein. Violation shall constitute the Tenant being charged for repairs resulting from
431 these violations as set forth in the Lease.
432 J. Any damage resulting to any part of the Premises, including appliances, sinks, bathtubs, showers,
433 fixtures, walls, woodwork, carpeting, stairways, siding, balconies, closets, flooring, windows,
434 window coverings, furnace, air conditioner, hot water heater, garbage disposal, etc. from misuse,
435 or negligence shall be paid for by the Tenant per the terms of the Lease.
436 K. Unit damage from the weather by means of open doors or windows shall be paid for by the Tenant
437 consistent with the terms of the Lease.
438 L. No painting or wall papering shall be done or alterations made to any part of the Premises by
439 putting up or changing any partition, door or window, and no nailing, boring or screwing into the
440 woodwork or walls shall be used to hang pictures. Tenant may use small nails, tacks, or adhesive
441 strips to hang pictures, but Tenant must remove any and all such items before the end of the Lease
442 Term. Violation shall result in Tenant paying for correction of the violations, including painting,
443 per the terms of the Lease.
444

445 M. All glass, locks, trimmings, etc. in or on the doors, walls, and windows, etc. belonging to the
446 building shall be kept whole, and whenever any part thereof shall be broken, the same shall
447 immediately be reported for repair and the Tenant shall be responsible for the cost of the repair,
448 which is to be paid as set forth within the Lease..

449 N. One key for the entry door will be provided for each Tenant to the Lease. If you become locked
450 out of the Premises after business hours or on weekends, you will need to call J & S Locksmith at
451 (812) 332-4533. Identification is required for re-entry purposes. The service is available at no
452 charge during normal business hours through the Varsity Properties office.

453 O. Any change of locks by the Tenant is prohibited. Lock changes may be handled through the office
454 of the Landlord only. Cost of the lock and labor for the installation is to be paid by the Tenant to
455 the Landlord as the labor rates set forth within the Lease.

456 P. Should Tenant be in default with respect to any rule stated herein, Landlord will provide notice of
457 said violation to Tenant. If the Tenant does not immediately correct the violation, the Tenant may
458 be fined up to \$25 per day so long as the violation continues. Fines shall become a charge to the
459 Tenant and shall be payable by the terms set forth within the Lease. If Landlord issues three (3) or
460 more notices of Rule violations to Tenant, the Landlord may terminate the Lease and the full
461 amount due for the remainder of the Lease along with any and all additional charges for fines and
462 expenses shall become immediately due as set forth within the Lease. Each different violation
463 shall be handled as a separate violation and shall be charged per violation occurrence. Remedies
464 for fines may also be adjudicated in small claims court.

465 Q. Tenant agrees to use reasonable efforts to reduce any loss resulting from spoiled food in the event
466 that the refrigerator in Tenant's unit fails (i.e., storing temperature sensitive food items in a
467 neighbor's refrigerator or a cooler, etc.)

468 R. Specific rules regarding vehicle parking for Tenant and Tenant's guests shall be enforced at the
469 time parking permits are distributed. The general guidelines are as follows, but specific
470 instructions may also be issued when permits are distributed.

471 a. All Tenants of the complex who have a car must fill out an application for a parking permit.
472 Vehicles not displaying an official parking permit will be towed at vehicle owner's expense.
473 Parking regulations shall be enforced at all times per instructions issued with the permit.

474 b. Once the parking permit is issued, Tenant will be on file regarding name, address, unit
475 number, car make and model, license number, etc. Parking permits are non-transferable.

476 c. Only one permit per each Tenant on the Lease will be issued. A copy of the Lease is needed
477 to verify that you are a resident. No extra permits will be issued.

478 d. Properly affix your parking permit on the driver's side at the bottom of the front windshield
479 on a permanent basis.

480 e. In the event that the Tenant should need to replace their parking permit, and the original
481 permit is not returned for any reason, replacement permits will cost \$100.00.

482 f. Each year a new parking permit will be issued.

483 g. All parked cars may be relocated via tow truck following notice for the purpose of asphalt
484 repair, snow removal, parking lot improvements/painting, construction, etc.

