

1 **VARSITY PROPERTIES**

2 2015 NORTH DUNN STREET
3 BLOOMINGTON, INDIANA 47408

5 UNIT NUMBER: _____

7 DATE LEASE TERM BEGINS: _____

9 DATE LEASE TERM ENDS: _____

CEDAR CREEK

TELEPHONE: 812.334.0333

FACSIMILE: 812.331.7731

MONTHLY RENT INSTALLMENT(S): \$_____

INSTALLMENT 1 OF _____, DUE: _____

SECURITY DEPOSIT: \$0.00

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

LEASE AGREEMENT

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

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

TENANT PHONE

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

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

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

57 3. Partial Payments. The Tenant agrees to pay the full amount of each rent installment when due. Any
58 partial payment of rent will be accepted (without prejudice to any enforcement of Landlord's rights and
59 remedies) but full late fees, as outlined in paragraph 4 below, will continue to accrue until said rent is
60 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 City of Bloomington Utilities (Water/Sewer) 812.339.1444
192

193 10. **Access.** Tenant shall permit Landlord or Landlord's agents and employees to enter the Premises during
194 all reasonable hours to examine and protect the Premises, to show the Premises to prospective buyers or
195 renters, to make repairs, additions, alterations, preventive maintenance or treatment and for any other
196 reasonable necessity requiring such entry. Landlord will attempt to give Tenant reasonable notice of
197 any such intended entry into the Premises, when possible. Landlord may enter the premises at any time
198 in the event that Landlord determines that an emergency or other situation exists which requires
199 immediate attention. Tenant may not add/change interior door locks without Landlord's consent.
200

201 11. **Maintenance.** Landlord agrees to keep the Premises, including any furniture and appliances furnished,
202 in reasonable repair during the term of this Lease. Tenant agrees to promptly report the need for
203 maintenance to Landlord, including emergency maintenance. Tenant must promptly report to Landlord
204 any dampness, water leaks, mold, and/or any other moisture-related problem at the Premises. When the
205 need for maintenance has been caused by the willful or irresponsible conduct of Tenant or any other
206 person that Tenant permits to be in or around the Premises, Landlord will repair the Premises on
207 account for Tenant. The cost of any such repair work necessitated by Tenant or any other person that
208 Tenant permits to be in or around the Premises shall be billed to Tenant and paid by Tenant within ten
209 (10) days of such billing. Further terms and conditions regarding the maintenance of the Premises are
210 as follows:
211

212 A. **Tenant Negligence.** Tenant accepts and understands that Tenant will be responsible for
213 charges associated with the Landlord's maintenance, repair or replacement caused by Tenant
214 negligence, including but not limited to, such items as stopped-up stools, malfunctioning
215 garbage disposals due to improperly disposed items (such as glass, coins, bottle caps,
216 silverware, excessive food product, etc.), damage caused by running the dishwasher with
217 stopped-up sink, improper use of appliances, damaged locks, lost mail keys (to be charged at
218 the rate of Forty Dollars (\$40.00) per key), holes in the walls and ceiling, excess moisture (i.e.
219 sloppy showering), burned out light bulbs and other such items. Labor for Landlord's
220 maintenance staff is charged at the rate of Thirty Dollars (\$30.00) per occurrence for work
221 completed during normal business hours and Fifty Dollars (\$50.00) per occurrence for work
222 completed during times outside normal business hours (weekends, evenings, etc.). In the
223 event that Tenant fails to make payment for such maintenance within ten (10) days, said
224 amount shall be subject to interest at the rate of eighteen percent (18%) per annum, or Ten
225 Dollars (\$10.00) per day as described in paragraph 4, at the discretion of Landlord.
226

227 B. **Excessive Utilities.** Landlord shall not be responsible to Tenant for reimbursement of
228 excessive water/sewer bills due to running or overflowed stools, busted pipes or faucets, the
229 reimbursement of excessive electric bills resulting from open or broken doors or windows, or
230 other such charges. It is Tenant's responsibility to promptly report the need for the
231 maintenance of such items to Landlord.
232

233 C. **Securing Premises.** Tenant agrees to take appropriate precaution against unauthorized entry
234 into the Premises by locking and securing doors and windows. Tenant agrees to promptly
235 report doors and windows that will not lock to Landlord.
236

237 D. **No Reduction in Rent.** Tenant agrees that no reduction of rent shall be claimed or allowed to
238 Tenant due to any inconvenience or discomfort arising as a consequence of any maintenance,
239 repair or replacement made in or around the Premises when such maintenance, repair or
240 replacement is beyond the reasonable control of Landlord.
241

242 12. **Personal Property.** Tenant is responsible for obtaining and maintaining insurance on Tenant's personal
243 property. Landlord is not responsible or liable in any way for damage or loss to Tenant's personal
244 property. Landlord advises Tenant to obtain renters insurance. Any personal property left in the
245 Premises after the termination of this Lease for any reason shall be deemed abandoned. Tenant hereby
246 authorizes Landlord to dispose of any such personal property and Tenant hereby expressly releases
247 Landlord from any and all liabilities and claims for damages.
248

249 13. **Joint and Severally Liable.** Each individual signing this Lease as a Tenant agrees to be jointly and
250 severally liable to the Landlord for the full performance required hereunder and for any damages
251 resulting from a breach or default of Tenant's obligations. "Joint and severally liable" is a legally
252 binding phrase which means, among other obligations, each individual signing this Lease as a Tenant is

253 legally responsible to the Landlord for any and all obligations required hereunder (rent, damages, etc.)
254 versus a pro-rata share of any such obligation.

255

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

259

260 15. **Pets.** Tenant agrees that no pet or animal of any kind is permitted in or around the Premises at any time
261 for any reason at any duration (i.e., no pet-sitting is allowed). Violation of this provision constitutes a
262 default of this Lease. In the event of Tenant's violation of this provision for any reason, Landlord will
263 charge, and Tenant agrees to pay, a fee of Five Hundred Dollars (\$500.00) per occurrence plus the cost
264 associated with any flea, odor, stain removal, and carpet replacement necessary. Aquariums larger than
265 twenty (20) gallons are also not permitted.

266

267 16. **Subletting Not Permitted.** Tenant agrees not to sublet or assign the Premises. Any such sublet or
268 assignment shall be void and subject to eviction.

269

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

276

277 18. **TEMPERATURE SETTINGS**
278 Tenant must take reasonable steps to maintain safe heating, cooling, and ventilation levels to protect the
279 plumbing, structure, and overall condition of the Premises.

280

281 A. **Winter:** If outside temperatures fall below **40°F**, the inside temperature must be kept at **60°F or
282 higher** to prevent frozen pipes or damage.

283 B. **Summer:** Indoor temperature and humidity must be kept at safe levels, generally **no higher than
284 about 80°F**, to prevent mold, warping, or other heat-related damage.

285 C. **Utilities:** Electricity, gas (if applicable), and water must remain on, in good standing with the service
286 providers, and in the Tenant's name throughout the lease term.

287

288 Failure to follow these requirements may result in the Tenant being responsible for the cost of any
289 maintenance, repairs, or replacements needed due to damage caused by not maintaining these
290 conditions.

291

292 19. **Prohibited Items and Actions.** Tenant agrees not to keep any water beds on or about the Premises, or
293 any other article or item that would be likely to damage the interior or exterior of the Premises or be
294 hazardous to life or property. Tenant agrees not to act in a manner that might cause injury to Tenant or
295 others and to refrain from activity that might damage the Premises or surrounding common areas. Grills
296 shall not be located on balconies or within 15 feet of buildings.

297

298 20. **Parking.** Parking at the Premises is fee-based. Aside from certain limited "Visitor" parking – which is
299 reserved for visitors, not tenants – Tenant acknowledges that Landlord does not provide free parking to
300 tenants at the Premises. Tenant agrees that parking is permitted at the Premises only if Tenant has first
301 filled out and submitted to Landlord the Application for Parking Permit and Parking Rules and
302 Regulations form, and if Tenant has first paid all parking charges applicable to Tenant. Tenant agrees
303 that any vehicle must be approved by Landlord and all parking charges must be paid to Landlord before
304 Tenant may park said vehicle at the Premises. Parking permits may not be shared. Each individual
305 Tenant on this Lease who wishes to park a vehicle at the Premises must fill out and submit to Landlord
306 the Application for Parking Permit and Parking Rules and Regulations form, and pay the applicable
307 parking charges, for each individual Tenant's vehicle. Violation of this section on Parking (and/or the
308 Application for Parking Permit and/or Parking Rules and Regulations, which are incorporated herein)
309 constitutes a default of this Lease.

310

311 Landlord does not guarantee parking for each individual signing this Lease as Tenant. The number of
312 parking spaces is controlled by local zoning regulations as of the time the subject complex was
313 constructed. All vehicles must have valid paid parking permits. Tenant agrees that Landlord may have
314 unauthorized and/or otherwise illegally-parked vehicles towed from the Premises, in accordance with
315 the Application for Parking Permit and/or Parking Rules and Regulations. Landlord shall not be liable
316 for any towing charge or damage to Tenant's vehicle resulting from unauthorized parking by Tenant or

317 others. Landlord reserves the right to cancel and/or invalidate the parking permit(s) of Tenant for an
318 indefinite term if Tenant is found in violation of any provision of Lease, Lease exhibits, Lease
319 modifications, and or Lease addendums, and Lease renewals, and/or any Application for Parking Permit
320 and/or Parking Rules and Regulations applicable to Tenant, provided that Landlord provides Tenant
321 with reasonable notice no less than twenty four (24) hours prior the effective date and time of permit(s)
322 invalidation.

323

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

330

331 22. **Default and Remedies.** If the Tenant fails to make payments, when due, in any amount required by this
332 Lease or if Tenant fails to perform as required by any provision of this Lease, Tenant shall be in default.
333 In the event of such default, Landlord may re-enter and take possession of the Premises and have
334 Tenant and Tenant's property removed. In the event of such default or eviction, all remaining rent shall
335 become immediately due and payable without further notice. In the event of such default or eviction,
336 Landlord may re-let the Premises upon terms and conditions as deemed appropriate by Landlord and
337 such re-letting shall in no way affect the liability of Tenant. Any amounts obtained by Landlord via
338 such re-letting shall be first applied toward the expenses associated with the re-letting of the Premises
339 with the remainder, if any, to be applied toward Tenant's obligations hereunder. Tenant agrees that
340 Landlord is not limited to the remedies referenced above and may seek any other remedy against
341 Tenant as allowed under applicable law. Tenant agrees to be responsible and pay for any legal expense,
342 attorney fees, discovery fees, court costs and other such fees and expenses incurred by Landlord in
343 Landlord's effort to enforce the terms and conditions of this Lease.

344

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

350

351 23. **Limited Liability.** Landlord shall not be responsible or liable for any damage or injury sustained by
352 Tenant or any other person that Tenant permits to be in or around the Premises. Tenant hereby agrees
353 to waive any and all claims against Landlord for personal injury and any loss or damage to property.

354

355 24. **Application and References.** Landlord offers this Lease to Tenant based upon the representations made
356 on the applications submitted by Tenant. If any such statement is misleading, incorrect or false the
357 Landlord shall have the right to terminate this Lease as any such misrepresentation shall constitute a
358 default by Tenant of this Lease. Tenant hereby authorizes Landlord to conduct a reference check of the
359 references provided by Tenant and Tenant understands if such check reveals any evidence of credit
360 unworthiness or dishonesty the Landlord may terminate this Lease.

361

362 25. **Renewal of Lease.** If Tenant desires to renew this Lease for an additional term, Tenant must give
363 Landlord written notice of such desire no less than ninety (90) days prior to the end of Lease term or
364 September 30, _____, whichever comes first. Landlord reserves the right to deny Tenant's
365 request to renew this Lease and to modify the amount of rent due for any such renewal.

366

367 26. **Move-Out.** Tenant agrees to follow all instructions for leaving the Premises upon the termination of
368 this Lease incorporated herein. Specific move-out procedures are provided in Exhibit B.

369

370 27. **Miscellaneous Provisions.** This Lease shall be subject to the following miscellaneous provisions:

371

372 A. **Entire Agreement.** This Lease and the exhibits hereto represent the entire agreement by and
373 between Landlord and Tenant. Landlord has made no representations or promises with respect to
374 the Premises except those representations and promises contained herein. Landlord does not make
375 verbal agreements. All agreements must be in writing and fully executed (i.e. signed by all parties).

376

377 B. **No Waiver by Landlord.** Landlord's failure to insist on the strict performance of any provision of
378 this Lease or exercise any right or remedy shall not constitute a waiver of any breach of this Lease
379 by Tenant or a waiver of Landlord's right to exercise any right or remedy. Landlord's acceptance

380 of any full or partial rent payment by Tenant shall not constitute a waiver by Landlord of any
381 breach or default by Tenant.
382

383 C. **Severability.** Should any provision(s) of this Lease be declared invalid or unenforceable by a court
384 of competent jurisdiction or statute, the remaining provisions of this Lease shall remain in full
385 force and effect. This Lease shall be construed under the laws of the State of Indiana and the
386 venue for any dispute shall be in Monroe County, Indiana.
387

388 D. **Common Areas.** In the event that any recreational facilities and/or common area space shall be
389 associated with the complex in which the Premises are located, Tenant acknowledges that such
390 areas are under the exclusive control of the applicable Homeowners Association or the Landlord
391 and that Tenant or any other person that Tenant permits to be in or around the Premises shall abide
392 by all applicable rules and regulations governing such areas and use such areas at their own risk.
393

394 E. **Other Tenant Defaults.** If, prior to the start date provided herein, Tenant defaults in the
395 performance of any other agreement with Landlord which Tenant and Landlord may have together,
396 then Landlord shall have the option of terminating this Lease.
397

398 F. **Availability of Premises.** Landlord is not responsible for any delay of Tenant's occupancy caused
399 by construction, repairs, cleaning, a previous resident's holding over, damage to the premises,
400 and/or unforeseen delay. In such an instance, Landlord will provide temporary living
401 accommodations to Tenant, without abatement of the rent provided herein. Tenant hereby agrees
402 to accept the alternate / temporary living accommodations provided by Landlord, and that Tenant
403 will continue to pay the rent required by this Lease.
404

405 G. **Reasonable Notice and Postings.** Reasonable notice and or balance statements will be posted via
406 one or more of the following: Premises front door, Tenant voicemail, Tenant e-mail and/or Tenant
407 text message. Tenant is responsible for providing Landlord with updated contact information.
408

409 H. **Trash Service:** Landlord will provide private trash service where permissible by the City of
410 Bloomington. If private trash service is not permitted at Premises by the City of Bloomington
411 Tenant is responsible for proper disposal and the cost of any such disposal.
412

EXHIBIT A: RULES AND REGULATIONS

413 The following Rules and Regulations ("Rules"), as referenced on page 3, paragraph 7 of this Lease, must be
414 observed and followed by Tenant, as such Rules help to ensure that Tenant has the opportunity to reside in a
415 pleasant and orderly community.
416

417 A. The sidewalks, courts, entry passages, halls, stairways, decks, and patios shall not be obstructed by
418 any means by Tenant, or used for any purpose other than that of entry or non-destructive
419 enjoyment.
420 B. No trash, bags, etc. shall be left outside of Tenant's door, hallway, stairway, entry passages, courts,
421 sidewalks, etc. Trash shall be disposed of immediately in the dumpsters provided.
422 C. The front porches, patios, and decks are not common areas and shall only be used by the Tenant of
423 the attached unit or guests of such Tenant.
424 D. Tenant and their guests shall maintain order in the building and shall not make or permit any
425 improper noises or conduct, etc. in the building or interfere in any way with other Tenants or those
426 having business with them.
427 E. The use of all pianos, radios, television sets, stereos, etc. and other sound or musical devices shall
428 be kept at a low sound level as not to be heard outside the unit.
429 F. Landlord acknowledges Tenant's right to have parties provided the Tenant conducts said parties in
430 good order and destructive behavior is avoided. The number of persons on a floor or deck must
431 conform to safety codes and safety standards established by courtesy patrol and law enforcement
432 officers.
433 G. No vehicles—motorbikes, bicycles, etc.—shall be allowed in the corridors, halls, or elsewhere in
434 the building or on sidewalks, and Landlord reserves the right to remove any and all objectionable
435 items and nuisances. Parking for these shall be in the parking area only.
436 H. Nothing shall be thrown out of the windows or doors, or down the passages, stairways, etc of the
437 building or unit by Tenant or guest of Tenant.
438 I. The bathroom and kitchen facilities, sinks drains, bathtub drains, etc. shall not be used for any
439 purposes other than those for which they were constructed, and no sweepings, rubbish, rags,
440 tampons, ashes, sanitary napkins, paper towels, grease or other substances, etc. shall be thrown or
441 deposited therein. Violation shall constitute the Tenant being charged for repairs resulting from
442 these violations as set forth in the Lease.
443

444 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.

445 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.

446 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.

447 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..

448 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.

449 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.

450 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.

451 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.)

452 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.

453 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.

454 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.

455 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.

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

457 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 \$50.00.

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

459 g. 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.

460 S. LED light strips are strictly prohibited from use in the premises. The use of LED light strips will result in painting and removal charges to tenant.

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EXHIBIT B: CLEANING AND MOVE-OUT PROCEDURES

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CLEANING AND REPAIR CHARGES

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In the event that Tenant's actions or inactions require cleaning and/or repair charges that exceed ordinary wear and tear, Landlord will bill Tenant to cover such cost.

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MOVE-OUT PROCEDURES

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At or shortly prior to move-out, Tenant shall clean the premises—including but not limited to the cleaning items set forth below—and return the Premises to Landlord in a clean and sanitary condition.

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Kitchen

1. Clean under, behind, and sides of stove and refrigerator.
2. Clean the top of refrigerator. Clean walls and floor behind and under stove and refrigerator.
3. Refrigerator should be emptied, defrosted, and cleaned. If leaving unit weeks or months prior to lease-end date, refrigerator should be turned off (unplugged) with doors propped open.
4. Range and vent hood should be cleaned and free of debris, grease, and all marks/stains, including cleaning residues.
5. Interior and exterior cleaning of dishwasher, which must be in working order.
6. Garbage disposal must be in working condition.
7. Cabinets need to be completely emptied and cleaned inside and out.
8. Countertops and sink areas must be cleared and cleaned.
9. Kitchen floor cleaned.

516

Bathroom

10. Bathtub sink, shower, and toilet cleaned and in good working condition.
11. Medicine cabinet other cabinets emptied and cleaned.
12. Sink should be free of dirt, grime, soap scum, mildew, and mold, and must be free of cleaning residue.
13. Towel racks, shower rods, and other bath hardware needs to be intact and cleaned.
14. Floor must be cleaned.

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All personal items will need to be removed from the Premises upon move out.

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