

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

CEDAR CREEK
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**

14
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 _____
22 _____
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30 _____

31 Landlord hereby Leases to Tenant, for private residence, the premises known as
32 _____ N. Dunn St., Bloomington, Indiana 47408 ("Premises"), a _____ bedroom
33 _____ bathroom _____ 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.

39
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
51 by the date set forth above), rent shall be made payable in advance on or before the first (1st) day of
52 each month without deduction or demand by mailing or delivering rent installments to 2015 North
53 Dunn Street, Bloomington, Indiana 47408.

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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 Seventy Dollars (\$70.00) 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 – other than holes, in reasonable number, made by standard straight pins or thumb
83 tacks), cleaning and other such expenses relating to the Premises, fixtures, appliances, systems
84 and furniture (if applicable) incurred by the Landlord as a result of Tenant's actions, excepting
85 normal wear and tear shall be assessed to Tenant. For any given damaged item or item in
86 need of cleaning, repair, and/or replacement, the parties agree that Landlord may bill to
87 Tenant the minimum/estimated charge(s) listed on Exhibit B hereto. In the event that the
88 actual cost to Landlord to clean, repair, replace, etc. any given item exceeds the
89 minimum/estimated cost listed on Exhibit B, then Landlord may bill to Tenant the actual
90 and/or contractor price to clean, repair, or replace said item(s).
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 larger
95 than a pinhole or tack, adhesive strips, scuffs, scrapes, marks, dents, dings, and/or any other
96 damages that exceed ordinary wear and tear, Tenant agrees to pay for all such painting and/or
97 repairs as outlined in Exhibit B hereto. In the event that the actual cost to Landlord to perform
98 the painting and/or repairs exceeds the amounts set forth in Exhibit B, then Landlord may bill
99 to Tenant, and Tenant agrees to pay to Landlord, the contractor price to perform said painting
100 and/or repairs.
101 D. Door lock change: The sum of _____ Dollars
102 (\$_____) shall be charged to Tenant if the locks must be changed prior to the
103 end of the Lease Term.
104 E. Rent and Late Fees: Any unpaid rent, late fees, bad check fees or portions thereof, as
105 provided by the terms of this Lease shall be assessed to Tenant.
106 F. Utilities/City Fines: The cost of any unpaid City of Bloomington Tenant fines or invoices for
107 utilities for which the Tenant is responsible and which are left unpaid at the termination of this
108 Lease will be assessed to Tenant (i.e. Tenant is responsible for the cost of all applicable
109 utilities and fines for the entire Lease term).
110 G. Abandoned Property and Debris: The cost of disposing of any abandoned property or debris
111 left in or around the Premises after Tenant has vacated the Premises will be assessed to
112 Tenant.
113 H. Legal Fees: Tenant agrees to pay the cost of any attorney fees, court costs, discovery costs or
114 other such costs incurred by Landlord as a result of Tenant's breach of any term of this Lease,
115 or the defense of any lawsuit in which Landlord is deemed not in breach.
116 I. Failure to Pay First Rent Installment: If Tenant fails to pay in full the first rent installment by
117 the due date listed in Section 2 of this Lease, then: (i) Landlord shall have no obligation to
118 give Tenant possession of the Premises, (ii) Landlord may cancel, rescind, and/or terminate
119 this Lease by giving written notice thereof to Tenant by mail and/or email, which shall be
120 effective as of the date and time that said notice is sent by Landlord, (iii) Landlord may keep
121 any portion of the first rent installment that Tenant has paid, if applicable, (iv) all future rents
122 due under this Lease shall be automatically accelerated without notice and immediately due
123 and payable, and/or (v) Landlord may terminate Tenant's right of occupancy and sue for
124 damages, future rents, re-letting costs, attorney fees, court costs, and/or other lawful charges.

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J. Failure to Move In / Non-Consummated Lease: If Tenant fails to consummate this lease, fails to move in, and/or fails to take possession of the Premises within three (3) days of the beginning of the Lease Term without the prior written approval of Landlord, then: (i) Landlord shall have no obligation to give Tenant possession of the Premises, (ii) Landlord may cancel, rescind, and/or terminate this Lease by giving written notice thereof to Tenant by mail and/or email, which shall be effective as of the date and time that said notice is sent by Landlord, (iii) Landlord may keep the full amount of the first rent installment, (iv) all future rents due under this Lease shall be automatically accelerated without notice and immediately due and payable, and/or (v) Landlord may terminate Tenant's right of occupancy and sue for damages, future rents, re-letting costs, attorney fees, court costs, and/or other lawful charges.

The relief available to Landlord pursuant to this Section 2 (and/or in Section 21 below and/or anywhere else 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 21 below 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. For instance, no exercise or enforcement of Landlord's right to keep all or any portion of the first rent installment pursuant to the preceding paragraphs shall be held to exhaust any other right or remedy of Landlord hereunder or at law or in equity—including but not limited to Landlord's right to collect rent for the remainder of the Lease Term.

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

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

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

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

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

| | |
|---|--------------|
| Duke (Electric) | 800.521.2232 |
| City of Bloomington Utilities (Water/Sewer) | 812.339.1444 |

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

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

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

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

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

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

- 252 12. Personal Property. Tenant is responsible for obtaining and maintaining insurance on Tenant's personal
253 property. Landlord is not responsible or liable in any way for damage or loss to Tenant's personal
254 property. Landlord advises Tenant to obtain renters insurance. Any personal property left in the
255 Premises after the termination of this Lease for any reason shall be deemed abandoned. Tenant hereby
256 authorizes Landlord to dispose of any such personal property as Landlord and Tenant hereby expressly
257 releases Landlord from any and all liabilities and claims for damage.
258
- 259 13. Joint and Severally Liable. Each individual signing this Lease as a Tenant agrees to be jointly and
260 severally liable to the Landlord for the full performance required hereunder and for any damages
261 resulting from a breach or default of Tenant's obligations. "Joint and severally liable" is a legally
262 binding phrase which means, among other obligations, each individual signing this Lease as a Tenant is
263 legally responsible to the Landlord for any and all obligations required hereunder (rent, damages, etc.)
264 versus a pro-rata share of any such obligation.
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- 266 14. Tenant Disputes and Legal Advice. Landlord is not responsible in any way for resolving disputes
267 among or between the individual Tenants to this Lease. Landlord advises Tenant to seek the advice of a
268 licensed attorney with any and all legal questions including but not limited to Tenant disputes.
269
- 270 15. Pets. Tenant agrees that cats are permitted on the premises only if there is a pet addendum filled out
271 completely and signed by all Tenants. Tenant agrees that any cat must be approved by Landlord and a
272 pet fee must be paid prior to the arrival of the pet. All Tenants on the Lease must agree to the presence
273 of the pet and all Tenants must sign the pet addendum prior to the arrival of the pet. If no pet
274 addendum is filled out tenant agrees that no pet or animal of any kind is permitted in or around the
275 Premises at any time for any reason at any duration (i.e., no pet-sitting is allowed). Violation of this
276 provision constitutes a default of this Lease. In the event of Tenant's violation of this provision for any
277 reason, Landlord will charge, and Tenant agrees to pay, a fee of Five Hundred Dollars (\$500.00) per
278 occurrence plus the cost associated with any flea, odor, stain removal, and carpet replacement
279 necessary. Aquariums larger than twenty (20) gallons are also not permitted.
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- 281 16. Subletting Not Permitted. Tenant agrees not to sublet or assign the Premises. Any such sublet or
282 assignment shall be void and subject to eviction.
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- 284 17. Winterizing. Tenant agrees to take appropriate winterizing precautions to help ensure that the plumbing
285 on the Premises does not freeze. Tenant agrees that the heat within the Premises shall not be turned
286 below sixty (60) degrees Fahrenheit and that electricity and water will remain on and in Tenant's name
287 throughout the term of this Lease. Tenant's failure to take appropriate winterizing precautions could
288 result in Tenant being assessed charges associated with any maintenance, repair or replacement
289 necessitated by such failure.
290
- 291 18. Prohibited Items and Actions. Tenant agrees not to keep any water beds on or about the Premises, or
292 any other article or item that would be likely to damage the interior or exterior of the Premises or be
293 hazardous to life or property. Tenant agrees not to act in a manner that might cause injury to Tenant or
294 others and to refrain from activity that might damage the Premises or surrounding common areas. Grills
295 shall not be located on balconies or within 15 feet of buildings.
296
- 297 19. Parking. Landlord does not guarantee parking for each individual signing this Lease as Tenant. The
298 number of parking spaces is controlled by local zoning regulations as of the time the subject complex
299 was constructed. All vehicles must have valid parking permits. Landlord shall not be liable for any
300 towing charge or damage to vehicle resulting from unauthorized parking by Tenant or others. Landlord
301 reserves the right to invalidate the parking permit(s) of Tenant for an indefinite term if Tenant is found
302 in violation of any provision of Lease, Lease exhibits, Lease modifications, and or Lease addendums
303 and renewals provided that Landlord provides Tenant with reasonable notice no less than twenty four
304 (24) hours prior the effective date and time of permit(s) invalidation.
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- 306 20. Destruction of Premises. In the event that the Premises become uninhabitable by reason of fire,
307 accident or other cause beyond Tenant's reasonable control and totally not caused by the negligence of
308 Tenant or any other person that Tenant permits to be in or around the Premises, then rent shall be due
309 only up to the date of such damage or destruction. If Landlord chooses to rebuild/repair the Premises,
310 Landlord may provide adequate alternative living accommodations at Landlord's expense without
311 abatement of rent.
312
- 313 21. Default and Remedies. If the Tenant fails to make payments, when due, in any amount required by this
314 Lease or if Tenant fails to perform as required by any provision of this Lease, Tenant shall be in default.
315 In the event of such default, Landlord may re-enter and take possession of the Premises and have

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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 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.

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- 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 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

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

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574 CLEANING AND REPAIR CHARGES

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

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580 REPLACEMENT CHARGES

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

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|-----------------------|------------------|-----------------------------|------------------|
| 586 Window glass | Contractor price | Garbage disposal | \$65 and up |
| 587 Patio door glass | Contractor price | Mirrors for bathroom | \$25 and up |
| 588 Window screens | \$35 each | Doors | \$150 and up |
| 589 Patio screens | \$75 and up | Light Fixtures | \$10 and up |
| 590 Mail Keys | \$40 each | Refrigerator shelves & bars | Contractor price |
| 591 Lock | \$35 and up | Counter tops | Contractor price |
| 592 Fire extinguisher | \$25 and up | Blinds | \$20 and up |
| 593 Toilet seats | \$25 and up | Towel racks | \$15 and up |
| 594 Vinyl flooring | Contractor price | Carpet | Contractor price |
| 595 Crisper shelf | \$120 per shelf | | |

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597 MISCELLANEOUS CHARGES

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|---------------------|------------------------|
| 599 Carpet cleaning | Contractor price |
| 600 Trash removal | \$30 and up |
| 601 Wallpaper | \$150 and up |
| 602 Painting | \$12 per wall per coat |
| 603 Holes in wall | \$50 and up |
| 604 Drywall repair | \$35 and up |

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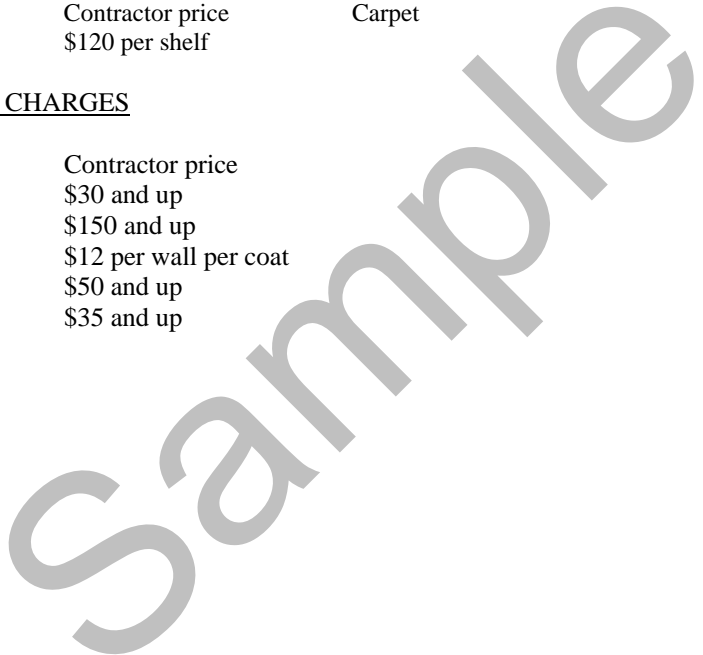
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635 **By signing below, Tenant acknowledges that Tenant has read, understands, and agrees to the terms and**
636 **conditions of this Lease.** Tenant's permanent address will be used for any communications after Lease term.

| | |
|-------------------------|----------------------------|
| 637 _____ | _____ |
| 638 _____ | _____ |
| 639 (Signature) | (Permanent Street Address) |
| 640 _____ | _____ |
| 641 (Printed Name) | (City, State, Zip Code) |
| 642 _____ | _____ |
| 643 (Cell Phone Number) | (School E-Mail Address) |
| 644 _____ | _____ |
| 645 (Date) | (Parent's E-Mail Address) |
| 646 _____ | _____ |
| 647 _____ | _____ |
| 648 (Signature) | (Permanent Street Address) |
| 649 _____ | _____ |
| 650 (Printed Name) | (City, State, Zip Code) |
| 651 _____ | _____ |
| 652 (Cell Phone Number) | (School E-Mail Address) |
| 653 _____ | _____ |
| 654 (Date) | (Parent's E-Mail Address) |
| 655 _____ | _____ |
| 656 _____ | _____ |
| 657 (Signature) | (Permanent Street Address) |
| 658 _____ | _____ |
| 659 (Printed Name) | (City, State, Zip Code) |
| 660 _____ | _____ |
| 661 (Cell Phone Number) | (School E-Mail Address) |
| 662 _____ | _____ |
| 663 (Date) | (Parent's E-Mail Address) |
| 664 _____ | _____ |
| 665 _____ | _____ |
| 666 (Signature) | (Permanent Street Address) |
| 667 _____ | _____ |
| 668 (Printed Name) | (City, State, Zip Code) |
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| 670 (Cell Phone Number) | (School E-Mail Address) |
| 671 _____ | _____ |
| 672 (Date) | (Parent's E-Mail Address) |
| 673 _____ | _____ |
| 674 _____ | _____ |
| 675 (Signature) | (Permanent Street Address) |
| 676 _____ | _____ |
| 677 (Printed Name) | (City, State, Zip Code) |
| 678 _____ | _____ |
| 679 (Cell Phone Number) | (School E-Mail Address) |
| 680 _____ | _____ |
| 681 (Date) | (Parent's E-Mail Address) |

682
683 LANDLORD SIGNATURE

684
685 **VARSIY PROPERTIES**

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687 By: _____
688 (Agent for Landlord)

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