VA	RSITY PROPERTIES	EASTSIDE APARTMENTS		
201	5 North Dunn street	Telephone: 812.334.0333		
BLC	omington, Indiana 47408	FACSIMILE: 812.331.7731		
Unit	NUMBER:	MONTHLY RENT INSTALLMENT(S): \$		
Date	LEASE TERM BEGINS:	INSTALLMENT 1 OF, DUE:		
DATE LEA	LEASE TERM ENDS:	SECURITY DEPOSIT: <u>\$0.00</u>		
		Non-Refundable Administrative Move-in Fee to be paid by tenant: <u>\$150.00</u> , Due: total move -in Fee to be paid by un it \$		
	LEASE	AGREEMENT		
	, by and between Varsity Properties	is made this day of ("Landlord") and the individual(s) listed below (hereinafter		
	ed to jointly and severally as "Tenant"):			
TENA	ANT NAME	<u>TENANT PHONE</u>		
Street	Landlord hereby leases to Tenant, for Bloomington Indiana 47408	private residence, the premises known as 416 East 17th ("Premises"), a bedroom bathroom level		
floor j	plan. Lease shall be upon the following terms	and conditions:		
1.	Term of Lease. The term of this Lease sh	nall begin on,, at a time		
	scheduled by Landlord, and end on	, at 8:00 AM, unless sooner ad conditions of this Lease. Move-out inspection must be		
	completed as scheduled by Landlord on th	he final day of the Lease.		
2.	<u>Rent</u> . The total rent for the	term of this Lease shall be in the amount of Dollars		
	(\$), which	shall be paid in full and in advance, in () equal installments of		
	(\$). The fit	Dollars rst rent installment shall be due in advance on or before		
	Т	Thereafter, rent installments shall be paid monthly beginning		
	via check or money order made payable to Varsity Properties. Cash will not be accepted as a method of payment. Online payments will be available through an outside			
	processing firm (processing fees may apply). Landlord reserves the right to accept only one (1) check or money order as payment for each rent installment. Aside from the first rent installment (which is due			
	by the date set forth above), rent shall be	e made payable in advance on or before the first (1 st) day or		
	Dunn Street, Bloomington, Indiana 47408	nd by mailing or delivering rent installments to 2015 North 8.		
3.	partial payment of rent will be accepted (pay the full amount of each rent installment when due. Any without prejudice to any enforcement of Landlord's rights and a paragraph 4 below, will continue to accrue until said rent is		
	paid in full.			
UNIT	(TENANT	INITIALS) PAGE 1		

- 62 63 4. Late Payments. Tenant agrees to make all payments on or before the due date. Failure to do so causes 64 Landlord to incur damages in the form of added administrative expense and time, in an amount which is 65 uncertain. Accordingly, Tenant agrees that it is reasonable for the Landlord to charge a fee in the form 66 of liquidated damages. In the event that any balance (i.e. rent installment, service work order, utility, 67 etc.) is not paid in full on or before its due date, then Tenant agrees to pay a late payment fee in the 68 amount of Ten Dollars (\$10.00) for each day that said balance remains unpaid, up to a maximum 69 amount of One Hundred Dollars (\$70.00) for each such balance. A bad check constitutes nonpayment 70 and an NSF fee of Thirty-Five Dollars (\$35.00) will be charged in addition to any applicable late fees. Landlord reserves the right to accept only certified funds after one (1) Tenant check has been returned unpaid by the bank.
- 71 72 73 74 75 76 77 5. Non-Refundable Move-In Fee; Damage to Premises. Tenant agrees to pay a Non-Refundable Move-In Fee of \$150.00, on or before the date set forth above, to cover certain costs associated with the Premises, including but not limited to: changing locks prior to move-in, updating mailboxes, application processing costs, administrative costs, general expenses associated with preparing or 78 79 80 maintaining the Premises, and/or other incidentals. Landlord and Tenant agree that Tenant will not pay a security deposit for the Premises. Tenant agrees to take good care of the Premises throughout the Lease Term (as described in more detail in Section 8 below), reasonable wear and tear excepted. In the 81 event that Tenant fails to pay any or all amount(s) that are due under this Lease, in the event that Tenant 82 causes or allows damage to the Premises that exceeds ordinary wear and tear, in the event that Tenant's 83 actions or inactions necessitate cleaning costs that exceed ordinary wear and tear, and/or in the event 84 that Tenant owes any other sum(s) to Landlord for any reason bereunder, then Tenant agrees to make 85 payment to Landlord, which shall include but not be limited to the following: 86 87 88 89
 - A. Damage(s): The cost associated with contracting for and the payment of any repairs, replacements, repainting (necessitated in association with wall repair of any hole or wall damage, cleaning and other such expenses relating to the Premises, fixtures, appliances, systems and furniture (if applicable) incurred by the Landlord as a result of Tenant's actions, excepting normal wear and tear, shall be assessed to Tenant.
 - B. General Cleaning: In the event that Tenant's actions or inactions necessitate general cleaning in a manner that exceeds ordinary wear and tear, then Landlord may bill to Tenant, and Tenant agrees to pay to Landlord, the contractor price to perform the general cleaning.
 - C. Painting Fee: For any painting and/or wall repairs needed in association with nail holes larger than a pinhole or tack, adhesive strips, scuffs, scrapes, marks, dents, dings, and/or any other damages that exceed ordinary wear and tear, Tenant agrees to pay for all such painting and/or repairs.
 - D. Rent and Late Fees: Any unpaid rent, late fees, bad check fees or portions thereof, as provided by the terms of this Lease shall be assessed to Tenant.
 - Utilities/City Fines: The cost of any unpaid City of Bloomington Tenant fines or invoices for E. utilities for which the Tenant is responsible and which are left unpaid at the termination of this Lease will be assessed to Tenant (i.e. Tenant is responsible for the cost of all applicable utilities and fines for the entire Lease term).
 - F. Abandoned Property and Debris: The cost of disposing of any abandoned property or debris left in or around the Premises after Tenant has vacated the Premises will be assessed to Tenant.
 - G. Legal Fees: Tenant agrees to pay the cost of any attorney fees, court costs, discovery costs or other such costs incurred by Landlord as a result of Tenant's breach of any term of this Lease, or the defense of any lawsuit in which Landlord is deemed not in breach.
 - H. Failure to Pay First Rent Installment: If Tenant fails to pay in full the first rent installment by the due date listed in Section 2 of this Lease, 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 any portion of the first rent installment that Tenant has paid, if applicable, (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.
 - Failure to Move In / Non-Consummated Lease: If Tenant fails to consummate this lease, fails I. 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

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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.

- Inspections. An inspection shall be performed upon both move-in and move-out, as specified by 147 6. 148 Landlord. An inspection report and inventory shall be completed at move-in, describing the condition 149 of the Premises. The inspection report and inventory shall be made a part of this Lease. A move-out 150 inspection and inspection report and inventory shall also be prepared when the Lease terminates, as 151 specified by the Landlord. Any damage to the Premises caused by an act or omission of Tenant (or 152 guest or invitee of Tenant) and not identified on the move-in inspection report and/or inventory shall be 153 the Tenant's responsibility. Tenant's possession of the Premises indicates Tenant's acceptance of the 154 Premises in an "as-is" condition. 155
- 156 Use of Premises. Tenant agrees to use the Premises exclusively as a private residence only for those 7. 157 individuals identified as a Tenant in this Lease. Tenant agrees not to make any changes of any nature to 158 the Premises without first obtaining Landlord's written consent. Tenant agrees not to store items or 159 personal property outside the confines of the interior of the Premises. Tenant further agrees to abide by 160 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 161 162 Landlord believes reasonably necessary and Tenant agrees to abide by such amendments and 163 modifications. Tenant may not use the Premises to give instruction in music or physical training. 164 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 165 166 offense shall be deemed just cause for eviction and shall constitute a default of this Lease). 167
- 168 Upkeep. Tenant agrees, during the term of this Lease, to take good care of the Premises, its fixtures, 8. 169 appliances and equipment. Tenant agrees to keep the Premises, at Tenant's sole cost and expense, in a 170 clean, aesthetically pleasing and sanitary condition. Tenant agrees to take appropriate precaution 171 against the presence of insects, bugs and vermin (Landlord is not responsible for and this Lease will not 172 173 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 174 repairs to the Premises. Tenant agrees to refrain from activity in or around the Premises that could 175 damage or decrease the value of the Premises. Tenant agrees to place all trash in suitable containers 176 and dispose of said trash in the area designated for disposal. At the termination of this Lease, Tenant 177 agrees to return the Premises to Landlord in the same condition as received by Tenant. Tenant 178 agrees to be responsible for any loss or damage caused by an act or omission of Tenant or any other 179 person that Tenant permits to be in or around the Premises. 180
- 181 9. Utilities. Tenant agrees to place all applicable utilities to Premises in the name of Tenant prior to the 182 Lease start date and to leave all such utilities in Tenant's name for the entire duration of the Lease. 183 Failure to do so may result in the Premises being without utilities upon Tenant's move-in. In the event 184 that Tenant fails to honor the aforementioned obligation regarding the placement of utilities in Tenant's 185 name and Landlord is billed for utilities used during the Lease term, then Landlord may charge Tenant 186 an administrative fee of Thirty Dollars (\$30.00) per occurrence. Tenant also agrees to pay for all such 187 utilities within ten (10) days of such notice. Tenant agrees that Landlord shall not be responsible for 188 any failure in utility service arising from causes beyond Landlord's reasonable control. Utility 189 provider information is as follows:

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- 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: 212
 - A. <u>Tenant Negligence</u>. 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. <u>Excessive Utilities</u>. Landlord shall not be responsible to Tenant for reimbursement of excessive water/sever 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. <u>Securing Premises</u>. 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. <u>No Reduction in Rent</u>. 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.
- Personal Property. Tenant is responsible for obtaining and maintaining insurance on Tenant's personal property. Landlord is not responsible or liable in any way for damage or loss to Tenant's personal property. Landlord advises Tenant to obtain renters insurance. Any personal property left in the Premises after the termination of this Lease for any reason shall be deemed abandoned. Tenant hereby authorizes Landlord to dispose of any such personal property and Tenant hereby expressly releases Landlord from any and all liabilities and claims for damages.
- 13. Joint and Severally Liable. Each individual signing this Lease as a Tenant agrees to be jointly and severally liable to the Landlord for the full performance required hereunder and for any damages resulting from a breach or default of Tenant's obligations. "Joint and severally liable" is a legally binding phrase which means, among other obligations, each individual signing this Lease as a Tenant is

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

- 14.Tenant Disputes and Legal Advice.Landlord is not responsible in any way for resolving disputes257among or between the individual Tenants to this Lease. Landlord advises Tenant to seek the advice of a258licensed attorney with any and all legal questions including but not limited to Tenant disputes.
- 260 15. Pets. Tenant agrees that pets are permitted on the premises only if there is a pet addendum filled out 261 completely and signed by all Tenants. Tenant agrees that any pet must be approved by Landlord and pet 262 fee must be paid prior to arrival of pet. All Tenants on the Lease must agree to the presence of the pet 263 and all Tenants must sign the pet addendum prior to the arrival of the pet. If no pet addendum is filled 264 out tenant agrees that no pet or animal of any kind is permitted in or around the Premises at any time for 265 any reason at any duration (i.e., no pet-sitting is allowed). Violation of this provision constitutes a 266 default of this Lease. In the event of Tenant's violation of this provision for any reason, Landlord will 267 charge, and Tenant agrees to pay, a fee of Five Hundred Dollars (\$500.00) per occurrence plus the cost 268 associated with any flea, odor, stain removal, and carpet replacement necessary. Aquariums larger than 269 twenty (20) gallons are also not permitted. 270
- 271 16. <u>Subletting Not Permitted</u>. Tenant agrees not to sublet or assign the Premises. Any such sublet or assignment shall be void and subject to eviction.
- 17. <u>Winterizing</u>. Tenant agrees to take appropriate winterizing precautions to help ensure that the plumbing on the Premises does not freeze. Tenant agrees that the heat within the Premises shall not be turned below sixty (60) degrees Fahrenheit and that electricity and water will remain on and in Tenant's name throughout the term of this Lease. Tenant's failure to take appropriate winterizing precautions could result in Tenant being assessed charges associated with any maintenance, repair or replacement necessitated by such failure.
- 18. Prohibited Items and Actions. Tenant agrees not to keep any water beds on or about the Premises, or any other article or item that would be likely to damage the interior or exterior of the Premises or be hazardous to life or property. Tenant agrees not to act in a manner that might cause injury to Tenant or others and to refrain from activity that might damage the Premises or surrounding common areas. Grills shall not be located on balconies or within 15 feet of buildings.
- 287 19. Parking at the Premises is included in the rent. Notwithstanding the foregoing, Tenant agrees that 288 parking is permitted at the Premises only if Tenant has first filled out and submitted to Landlord the 289 Application for Parking Permit and Parking Rules and Regulations form. Tenant agrees that any 290 vehicle must be approved by Landlord and that Tenant must obtain a Parking Permit from the Varsity 291 Properties office before Tenant may park said vehicle at the Premises. Parking permits may not be 292 shared. Each individual Tenant on this Lease who wishes to park a vehicle at the Premises must fill 293 out and submit to Landlord the Application for Parking Permit and Parking Rules and Regulations 294 form and receive a Parking Permit from the Varsity Properties office. Violation of this section on 295 Parking (and/or the Application for Parking Permit and/or Parking Rules and Regulations, which are 296 incorporated herein) constitutes a default of this Lease. 297
- 298 Landlord does not guarantee parking for each individual signing this Lease as Tenant. The number of 299 parking spaces is controlled by local zoning regulations. Tenant agrees that Landlord may have 300 unauthorized and/or otherwise illegally-parked vehicles towed from the Premises, in accordance with 301 the Application for Parking Permit and/or Parking Rules and Regulations. Landlord shall not be 302 liable for any towing charge or damage to Tenant's vehicle resulting from unauthorized parking by 303 Tenant or others. Landlord reserves the right to cancel and/or invalidate the parking permit(s) of 304 Tenant for an indefinite term if Tenant is found in violation of any provision of Lease, Lease exhibits, 305 Lease modifications, and or Lease addendums, and Lease renewals, and/or any Application for 306 Parking Permit and/or Parking Rules and Regulations applicable to Tenant, provided that Landlord 307 provides Tenant with reasonable notice no less than twenty four (24) hours prior the effective date 308 and time of permit(s) invalidation. 309
- 31020.Destruction of Premises.In the event that the Premises become uninhabitable by reason of fire,
accident or other cause beyond Tenant's reasonable control and totally not caused by the negligence of
Tenant or any other person that Tenant permits to be in or around the Premises, then rent shall be due
only up to the date of such damage or destruction. If Landlord chooses to rebuild/repair the Premises,
Landlord may provide adequate alternative living accommodations at Landlord's expense without
abatement of rent.

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317 21. Default and Remedies. If the Tenant fails to make payments, when due, in any amount required by this 318 Lease or if Tenant fails to perform as required by any provision of this Lease, Tenant shall be in default. 319 In the event of such default, Landlord may re-enter and take possession of the Premises and have 320 Tenant and Tenant's property removed. In the event of such default or eviction, all remaining rent shall 321 become immediately due and payable without further notice. In the event of such default or eviction, 322 Landlord may re-let the Premises upon terms and conditions as deemed appropriate by Landlord and 323 such re-letting shall in no way affect the liability of Tenant. Any amounts obtained by Landlord via 324 such re-letting shall be first applied toward the expenses associated with the re-letting of the Premises 325 with the remainder, if any, to be applied toward Tenant's obligations hereunder. Tenant agrees that 326 Landlord is not limited to the remedies referenced above and may seek any other remedy against 327 Tenant as allowed under applicable law. Tenant agrees to be responsible and pay for any legal expense, 328 attorney fees, discovery fees, court costs and other such fees and expenses incurred by Landlord in 329 Landlord's effort to enforce the terms and conditions of this Lease. 330

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.

- 337 22. Limited Liability. Landlord shall not be responsible or liable for any damage or injury sustained by 338 Tenant or any other person that Tenant permits to be in or around the Premises. Tenant hereby agrees 339 to waive any and all claims against Landlord for personal injury and any loss or damage to property. 340
- 341 Application and References. Landlord offers this Lease to Tenant based upon the representations made 23. 342 on the applications submitted by Tenant. If any such statement is misleading, incorrect or false the 343 Landlord shall have the right to terminate this Lease as any such misrepresentation shall constitute a 344 default by Tenant of this Lease. Tenant hereby authorizes Landlord to conduct a reference check of the 345 references provided by Tenant and Tenant understands if such check reveals any evidence of credit 346 unworthiness or dishonesty the Landlord may terminate this Lease. 347
- 348 Renewal of Lease. If Tenant desires to renew this Lease for an additional term, Tenant must give 24. 349 Landlord written notice of such desire no less than ninety (90) days prior to the end of Lease term or 350 September 30, ____ , whichever comes first. Landlord reserves the right to deny Tenant's 351 request to renew this Lease and to modify the amount of rent due for any such renewal. 352
- 353 Move-Out. Tenant agrees to follow all instructions for leaving the Premises upon the termination of 25. 354 this Lease incorporated herein. Specific move-out procedures are provided in Exhibit B. 355
- 356 Miscellaneous Provisions. This Lease shall be subject to the following miscellaneous provisions: 26. 357
 - A. Entire Agreement. This bease 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.
 - Severability. Should any provision(s) of this Lease be declared invalid or unenforceable by a court C 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.

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380 381	E.	<u>Other Tenant Defaults</u> . 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,
382		then Landlord shall have the option of terminating this Lease.
383		then Eandroid shan have the option of terminating this Lease.
384	F.	Availability of Premises. Landlord is not responsible for any delay of Tenant's occupancy caused
385		by construction, repairs, cleaning, a previous resident's holding over, damage to the premises,
386		and/or unforeseen delay. In such an instance, Landlord will provide temporary living
387		accommodations to Tenant, without abatement of the rent provided herein. Tenant hereby agrees
388		to accept the alternate / temporary living accommodations provided by Landlord, and that Tenant
389		will continue to pay the rent required by this Lease .
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391	G.	Reasonable Notice and Postings. Reasonable notice and or balance statements will be posted via
392		one or more of the following: Premises front door, Tenant voicemail, Tenant e-mail and/or Tenant
393		text message. Tenant is responsible for providing Landlord with updated contact information.
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395 396	H.	<u>Trash Service</u> : Landlord will provide private trash service where permissible by the City of Plasminster, If private trash corrige is not normitted at Draming by the City of Plasmin term
390 397		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.
398		Tenant is responsible for proper disposal and the cost of any such disposal.
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400	EXHIBIT A:	RULES AND REGULATIONS
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402	The followin	g Rules and Regulations ("Rules"), as referenced on page 3, paragraph 7 of this Lease, must be
403		I followed by Tenant, as such Rules help to ensure that Tenant has the opportunity to reside in a
404	pleasant and	orderly community.
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406	А.	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
$\begin{array}{c} 408 \\ 409 \end{array}$	р	enjoyment.
409	В.	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.
411	C.	The front porches, patios, and decks are not common areas and shall only be used by the Tenant of
412	C.	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
421 422	C	officers. No vehicles motorbikes, bicycles, etc.—shall be allowed in the corridors, halls, or elsewhere in
422	G.	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,
433 434		fixtures, walls, woodwork, carpeting, stairways, siding, balconies, closets, flooring, windows, window covarings, furnace, air conditioner, hot water bester, gathage diagonal ate, from misuse
434		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.
436	K.	Unit damage from the weather by means of open doors or windows shall be paid for by the Tenant
437	11.	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	м	All class looks trimmings at in or on the doors wells and windows at helonging to the
445	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
446		immediately be reported for repair and the Tenant shall be responsible for the cost of the repair,
447		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
449		out of the Premises after business hours or on weekends, you will need to call J & S Locksmith at
450 451		(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.
452	0.	Any change of locks by the Tenant is prohibited. Lock changes may be handled through the office
453	0.	of the Landlord only. Cost of the lock and labor for the installation is to be paid by the Tenant to
454		the Landlord as the labor rates set forth within the Lease.
455	Р.	Should Tenant be in default with respect to any rule stated herein, Landlord will provide notice of
456 457		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 Tenant and shall be payable by the terms set forth within the Lease. If Landlord issues three (3) or
459		more notices of Rule violations to Tenant, the Landlord may terminate the Lease and the full
460		amount due for the remainder of the Lease along with any and all additional charges for fines and
461		expenses shall become immediately due as set forth within the Lease. Each different violation
462		shall be handled as a separate violation and shall be charged per violation occurrence. Remedies
463 464	Q.	for fines may also be adjudicated in small claims court. Tenant agrees to use reasonable efforts to reduce any loss resulting from spoiled food in the event
465	Q.	that the refrigerator in Tenant's unit fails (i.e., storing temperature sensitive food items in a
466		neighbor's refrigerator or a cooler, etc.)
467	R.	Specific rules regarding vehicle parking for Tenant and Tenant's guests shall be enforced at the
468		time parking permits are distributed. The general guidelines are as follows, but specific
469 470		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. Vehicles not displaying an official parking permit will be towed at vehicle owner's expense.
472		Parking regulations shall be enforced at all times per instructions issued with the permit.
473		b. Once the parking permit is issued, Tenant will be on file regarding name, address, unit
474		number, car make and model, license number, etc. Parking permits are non-transferable.
475 476		c. Only one permit per each Tenant on the Lease will be issued. A copy of the Lease is needed
470		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
478		on a permanent basis.
479		e. In the event that the Tenant should need to replace their parking permit, and the original
480		permit is not returned for any reason, replacement permits will cost \$100.00.
481 482		f. Each year a new parking permit will be issued.
482		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.
484		repair, show removal parking for improvements, painting, construction, etc.
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<u>U</u>	NIT	(TENANT

EXHIBIT B: CLEANING AND MOVE-OUT PROCEDURES

CLEANING AND REPAIR CHARGES

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.

MOVE-OUT PROCEDURES

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.

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 leaseend 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.

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.

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

<u>NIT</u> (TENANT ____.___.

_.___ .___. INITIALS) PAGE 9

(Signature)	(Permanent Street Address)
(Printed Name)	(City, State, Zip Code)
(Cell Phone Number)	(School E-Mail Address)
(Date)	(Parent's E-Mail Address)
(Signature)	(Permanent Street Address)
(Printed Name)	(City, State, Zip Code)
(Cell Phone Number)	(School E-Mail Address)
(Date)	(Parent's E-Mail Address)
(Signature)	(Permanent Street Address)
(Printed Name)	(City, State, Zip Code)
(Cell Phone Number)	(School E-Mail Address)
(Date)	(Parent's E-Mail Address)
(Signature)	(Permanent Street Address)
(Printed Name)	(City, State, Zip Code)
(Cell Phone Number)	(School E-Mail Address)
(Date)	(Parent's E-Mail Address)
(Signature)	(Permanent Street Address)
(Printed Name)	(City, State, Zip Code)
(Cell Phone Number)	(School E-Mail Address)
(Date)	(Parent's E-Mail Address)
LANDLORD SIGNATURE	
VARSITY PROPERTIES	
Ву:	2015 N. Dunn St., Bloomington, IN 47408