

1 **Varsity Properties**
2 2015 North Dunn Street
3 Bloomington, Indiana 47408

Touchdown Terrace 4
TELEPHONE: 812.334.0333
FACSIMILE: 812.331.7731

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

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7 DATE LEASE TERM BEGINS: _____ INSTALLMENT 1 OF _____, DUE: _____

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9 DATE LEASE TERM ENDS: _____ SECURITY DEPOSIT: \$0.00

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

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15 **LEASE AGREEMENT**

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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"):

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21 TENANT NAME

TENANT PHONE

22 _____
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33 Landlord hereby leases to Tenant, for private residence, the premises known as 408 East 17th
34 Street _____, Bloomington, Indiana 47408 ("Premises"), a _____ bedroom _____ bathroom _____ level
35 floor plan. Lease shall be upon the following terms and conditions:

- 36
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.
- 41
42 2. Rent. The total rent for the term of this Lease shall be in the amount of
43 _____ Dollars
44 (\$ _____), which shall be paid in full and in advance, in
45 _____, (_____) equal installments of
46 _____ Dollars
47 (\$ _____). The first rent installment shall be due in advance on or before
48 _____ Thereafter, rent installments shall be paid monthly beginning
49 _____ via check or money order made payable to Varsity Properties. Cash
50 will not be accepted as a method of payment. Online payments will be available through an outside
51 processing firm (processing fees may apply). Landlord reserves the right to accept only one (1) check or
52 money order as payment for each rent installment. Aside from the first rent installment (which is due
53 by the date set forth above), rent shall be made payable in advance on or before the first (1st) day of
54 each month without deduction or demand by mailing or delivering rent installments to 2015 North
55 Dunn Street, Bloomington, Indiana 47408.
- 56
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.

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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. An inspection shall be performed upon both move-in and move-out, as specified by Landlord. An inspection report and inventory shall be completed at move-in, describing the condition of the Premises. 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 prepared when the Lease terminates, as specified 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 or any other person that Tenant permits to be in or around the Premises.
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:

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

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

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

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

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

24. Renewal of Lease. If Tenant desires to renew this Lease for an additional term, Tenant must give Landlord written notice of such desire no less than ninety (90) days prior to the end of Lease term or 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. Specific move-out procedures are provided in Exhibit B.

26. Miscellaneous Provisions. This Lease shall be subject to the following miscellaneous provisions:

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

B. No Waiver by Landlord. Landlord's failure to insist on the strict performance of any provision of this Lease or exercise any right or remedy shall not constitute a waiver of any breach of this Lease by Tenant or a waiver of Landlord's right to exercise any right or remedy. Landlord's acceptance of any full or partial rent payment by Tenant shall not constitute a waiver by Landlord of any breach or default by Tenant.

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

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

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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.
- 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. 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.

510 EXHIBIT B: CLEANING AND MOVE-OUT PROCEDURES

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512 CLEANING AND REPAIR CHARGES

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

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517 MOVE-OUT PROCEDURES

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

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Kitchen

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1. Clean under, behind, and sides of stove and refrigerator.

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2. Clean the top of refrigerator. Clean walls and floor behind and under stove and refrigerator.

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3. Refrigerator should be emptied, defrosted, and cleaned. If leaving unit weeks or months prior to lease-
526 end date, refrigerator should be turned off (unplugged) with doors propped open.

527

4. Range and vent hood should be cleaned and free of debris, grease, and all marks/stains, including
528 cleaning residues.

529

5. Interior and exterior cleaning of dishwasher, which must be in working order.

530

6. Garbage disposal must be in working condition.

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7. Cabinets need to be completely emptied and cleaned inside and out.

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8. Countertops and sink areas must be cleared and cleaned.

533

9. Kitchen floor cleaned.

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Bathroom

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10. Bathtub sink, shower, and toilet cleaned and in good working condition.

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11. Medicine cabinet other cabinets emptied and cleaned.

538

12. Sink should be free of dirt, grime, soap scum, mildew, and mold, and must be free of cleaning residue.

539

13. Towel racks, shower rods, and other bath hardware needs to be intact and cleaned.

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

576 _____	_____
577 _____	_____
578 (Signature)	(Permanent Street Address)
579 _____	_____
580 (Printed Name)	(City, State, Zip Code)
581 _____	_____
582 (Cell Phone Number)	(School E-Mail Address)
583 _____	_____
584 (Date)	(Parent's E-Mail Address)
585 _____	_____
586 _____	_____
587 (Signature)	(Permanent Street Address)
588 _____	_____
589 (Printed Name)	(City, State, Zip Code)
590 _____	_____
591 (Cell Phone Number)	(School E-Mail Address)
592 _____	_____
593 (Date)	(Parent's E-Mail Address)
594 _____	_____
595 _____	_____
596 (Signature)	(Permanent Street Address)
597 _____	_____
598 (Printed Name)	(City, State, Zip Code)
599 _____	_____
600 (Cell Phone Number)	(School E-Mail Address)
601 _____	_____
602 (Date)	(Parent's E-Mail Address)
603 _____	_____
604 _____	_____
605 (Signature)	(Permanent Street Address)
606 _____	_____
607 (Printed Name)	(City, State, Zip Code)
608 _____	_____
609 (Cell Phone Number)	(School E-Mail Address)
610 _____	_____
611 (Date)	(Parent's E-Mail Address)
612 _____	_____
613 _____	_____
614 (Signature)	(Permanent Street Address)
615 _____	_____
616 (Printed Name)	(City, State, Zip Code)
617 _____	_____
618 (Cell Phone Number)	(School E-Mail Address)
619 _____	_____
620 (Date)	(Parent's E-Mail Address)

621 _____
622 LANDLORD SIGNATURE

623 _____
624 **VARSIY PROPERTIES**

625 _____
626 By: _____
627 (Agent for Landlord)

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

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629 _____