

1 **VARSITY PROPERTIES**
2 2015 NORTH DUNN STREET
3 BLOOMINGTON, INDIANA 47408
4

UNIVERSITY MANORS
TELEPHONE: 812.334.0333
FACSIMILE: 812.331.7731

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

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

8
9 DATE LEASE TERM ENDS: _____ SECURITY DEPOSIT: \$ _____

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13 **LEASE AGREEMENT**

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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

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31 Landlord hereby Leases to Tenant, for private residence, the premises known as
32 _____ E State Road 45/46 Bypass, Bloomington, Indiana 47408 ("Premises"), a
33 ____ bedroom ____ bathroom 2 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.
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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 by
51 the date set forth above), rent shall be made payable in advance on or before the first (1st) day of each
52 month without deduction or demand by mailing or delivering rent installments to 2015 North Dunn
53 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
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4. Late Payments. Tenant agrees to make all payments on or before the due date. Failure to do so causes Landlord to incur damages in the form of added administrative expense and time, in an amount which is uncertain. Accordingly, Tenant agrees that it is reasonable for the Landlord to charge a fee in the form of liquidated damages. In the event that any balance (i.e. rent installment, service work order, utility, etc.) is not paid in full on or before its due date, then Tenant agrees to pay a late payment fee in the amount of Ten Dollars (\$10.00) for each day that said balance remains unpaid, up to a maximum amount of One Hundred (\$100.00) for each such balance. A bad check constitutes nonpayment 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.
5. Security and Damage. 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 event that Tenant fails to pay any or all amount(s) that are due under this Lease, in the event that Tenant causes or allows damage to the Premises that exceeds ordinary wear and tear, in the event that Tenant's actions or inactions necessitate cleaning costs that exceed ordinary wear and tear, and/or in the event that Tenant owes any other sum(s) to Landlord for any reason hereunder, then Tenant agrees to make payment to Landlord, which shall include but not be limited to the following:
- 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. For any given damaged item or item in need of cleaning, repair, and/or replacement, the parties agree that Landlord may bill to Tenant the minimum/estimated charge(s) listed on Exhibit B hereto. In the event that the actual cost to Landlord to clean, repair, replace, etc. any given item exceeds the minimum/estimated cost listed on Exhibit B, then Landlord may bill to Tenant the actual and/or contractor price to clean, repair, or replace said item(s)
 - 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 as outlined in Exhibit B hereto. In the event that the actual cost to Landlord to perform the painting and/or repairs exceeds the amounts set forth in Exhibit B, then Landlord may bill to Tenant, and Tenant agrees to pay to Landlord, the contractor price to perform said painting and/or repairs.
 - D. Door lock change: The sum of _____ Dollars (\$ _____) shall be charged to Tenant if the locks must be changed prior to the end of the Lease Term.
 - E. 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.
 - F. Utilities/City Fines: The cost of any unpaid City of Bloomington Tenant fines or invoices for 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).
 - G. 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.
 - H. 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..
 - I. 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

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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.

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 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**

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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.

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

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.

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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.

12. 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 or around 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 damage.

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 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. 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 parking permits. Landlord shall not be liable for any towing charge or damage to vehicle resulting from unauthorized parking by Tenant or others. Landlord reserves the right to 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 renewals 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 becomes 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,

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Landlord may provide adequate alternative living accommodations at Landlord's expense without abatement of rent.

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. 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

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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.
- 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.

SAMPLE

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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

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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. 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 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

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

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563 CLEANING AND REPAIR CHARGES

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

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569 REPLACEMENT CHARGES

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

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575 Window glass	Contractor price	Garbage disposal	\$65 and up
576 Patio door glass	Contractor price	Mirrors for bathroom	\$25 and up
577 Window screens	\$35 each	Doors	\$150 and up
578 Patio screens	\$75 and up	Light Fixtures	\$10 and up
579 Mail Keys	\$40 each	Refrigerator shelves & bars	Contractor price
580 Lock	\$35 and up	Counter tops	Contractor price
581 Fire extinguisher	\$25 and up	Blinds	\$20 and up
582 Toilet seats	\$25 and up	Towel racks	\$15 and up
583 Vinyl flooring	Contractor price	Carpet	Contractor price
584 Crisper shelf	\$120 per shelf		

585

586 MISCELLANEOUS CHARGES

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588 Carpet cleaning	Contractor price
589 Trash removal	\$30 and up
590 Wallpaper	\$150 and up
591 Painting	\$12 per wall per coat
592 Holes in wall	\$50 and up
593 Drywall repair	\$35 and up

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SAMPLE

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

624	_____	_____
625	(Signature)	(Permanent Street Address)
626	_____	_____
627	(Printed Name)	(City, State, Zip Code)
628	_____	_____
629	(Cell Phone Number)	(School E-Mail Address)
630	_____	_____
631	(Date)	(Parent's E-Mail Address)
632	_____	_____
633	(Signature)	(Permanent Street Address)
634	_____	_____
635	(Printed Name)	(City, State, Zip Code)
636	_____	_____
637	(Cell Phone Number)	(School E-Mail Address)
638	_____	_____
639	(Date)	(Parent's E-Mail Address)
640	_____	_____
641	(Signature)	(Permanent Street Address)
642	_____	_____
643	(Printed Name)	(City, State, Zip Code)
644	_____	_____
645	(Cell Phone Number)	(School E-Mail Address)
646	_____	_____
647	(Date)	(Parent's E-Mail Address)
648	_____	_____
649	(Signature)	(Permanent Street Address)
650	_____	_____
651	(Printed Name)	(City, State, Zip Code)
652	_____	_____
653	(Cell Phone Number)	(School E-Mail Address)
654	_____	_____
655	(Date)	(Parent's E-Mail Address)
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)

670 LANDLORD SIGNATURE

671 **Varsity Properties**

672 By: _____
673 (Agent for Landlord)

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

◆ **RENTAL OCCUPANCY PERMITS**

Always review the **Rental Occupancy Permit** prior to signing a lease. The Permit has valuable information, and the owner of the property should have a copy posted in the unit. The Permit has valuable information, and the owner of the property should have a copy posted in the unit.

The Rental Occupancy Permit will tell you:

- ⇒ *The number of legal bedrooms.*
- ⇒ *The legal number of tenants allowed to occupy the unit.*
- ⇒ *Variance information. Some properties in Bloomington have been granted variance from the code. Many of these variances have conditions that must be met in order for the variance to be valid.*
- ⇒ *The date the property was last inspected and the date the permit expires.*

CHECK THE FOLLOWING WHEN YOU SIGN YOUR LEASE

- 1) The **maximum occupant load** for my unit is _____/_____. (Number / Initial)
- 2) I have reviewed the **Rental Occupancy Permit** for the unit I am renting. _____(initial)

Use this brochure!

This brochure should be filled out and signed by all parties. Copies of this summary and the joint inspection should be retained by all.

_____	_____
Date	Tenant's signature
_____	_____
Date	Tenant's signature
_____	_____
Date	Tenant's signature
_____	_____
Date	Tenant's signature
_____	_____
Date	OWNER/AGENT'S SIGNATURE

◆ **A JOINT INSPECTION OF THE PROPERTY IS REQUIRED.**

BMC 16.03.050

1. **MOVE IN:** An owner must arrange, with the tenant, a joint inspection of the unit within 10 days of occupancy. The owner and the tenant shall jointly complete an inventory and damage list. This shall be signed by all, duplicate copies shall be retained by all and shall be deemed part of the tenancy agreement.

2. **MOVE OUT:** The owner shall contact the tenant and arrange a joint inspection at the end of the tenancy and prior to a new occupant. Any damages to the unit shall be noted on the list and signed. Any portion of the damage deposit due the tenant is to be refunded within 45 days provided that the tenant provide the landlord a **written forwarding address.**

Tenants: if available and if not part of your existing lease, list your permanent or forwarding address here:

Note: Acting in good faith, if the owner is unable to schedule the inspection, he may show compliance by producing the following: a copy of a letter to the tenant stating the time and place of the inspection and a normal business record showing the letter was mailed to the tenant by first class mail at least two days prior to the inspection. The owner shall note on a signed and dated inspection report any damages which exceed normal wear and tear and retain that summary for a minimum of the present lease period and two subsequent lease periods, or for a period of four years, whichever is less.



Your unit should be clean when you move in and when you move out.

◆ **KNOW WHO TO CONTACT IF YOU HAVE PROBLEMS OR QUESTIONS**

The code requires disclosure of who manages or owns the unit and their usual address. This information is to be kept current.

Owner/manager contact information:

Name _____

Address _____

Phone _____

◆ **PROBLEMS WITH THE RENTAL UNIT**

If you experience problems with your rental unit, call your landlord/agent and report the problem to them. Agree on a time by which the problem is to be rectified. If the problem is not rectified by the agreed time and the problem is a violation of the Residential Rental Unit and Lodging Establishment Inspection Program, you may file a complaint with HAND at 349-3420. Complaints must be signed prior to an inspection being conducted. The complaint inspection shall be limited to the items complained about unless the officer finds the unit in such repair that a complete inspection is required to effectuate the code.

Following is a very brief summary of the Residential Rental Unit and Lodging Establishment Inspection Program. If you want to review the complete code, it is on the Web at www.bloomington.in.gov/documents/viewDocument.php?document_id=7255

Note: The code prohibits retaliatory eviction or the threat of such action for requesting an inspection as provided for in this code.

Title XVI of the Bloomington Municipal Code exists to protect public health, safety and welfare; to protect the character and stability of neighborhoods and the downtown; to assist in elimination of blight; and to regulate and license the commercial business of letting properties to ensure the stability of approximately 60% of the City's housing stock. The code establishes minimum maintenance standards, basic equipment and facilities standards and is to be construed as to prevent unsafe living conditions for all. The Code requires that all rental properties in the city, with a few special exceptions, must be inspected and have valid Rental Occupancy Permits.

Title XVI of the Bloomington Municipal Code, Residential Rental Unit and Lodging Establishment Inspection Program, is divided into chapters. A brief summary of those chapters and how they apply to both property owners and tenants is outlined below.

Chapter 1; Ordinance Foundation

- * Scope and intent of the code: To protect rental occupants and the property they occupy.
- * Jurisdiction of the code.
- * HAND Department is responsible for the enforcement of this Title.

Chapter 2; Definitions

- * Article 2 defines all relevant terms used in the Residential Rental Unit and Lodging Establishment Inspection Program .

Chapter 3; Administration of Residential Rental Units

- * Registration of rental units and occupancy permits required
- * Inspection of rental units required
- * Inventory & Damage List required
- * Fees for the Inspection program

Chapter 4; Property Maintenance

- * Governs the minimum conditions and responsibilities of persons for the maintenance of residential rental unit sand their premises
- * Exterior property areas and the exterior structure and its accessory structures must be clean, safe and sanitary
- * Interior structure and all equipment must be clean, safe, and sanitary, and in good repair; equipment shall be maintained.
- * Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered and done in accordance with any applicable rules or regulations established by the United States' Environmental Protection Agency or the Indiana Department of Environmental Management.
- * Tenants shall keep the interior free of rubbish or garbage, and shall dispose of such rubbish or garbage in approved containers.
- * Extermination/Pest Control: Residential rental units shall be kept free from pests.

Chapter 5; Lodging Establishments

- * Right of HAND to inspect a lodging establishment following a written and signed request; or probable cause by Director to believe the lodging establishment is in violation of this Title.

Continued →

Chapter 7; Smoke Detectors for Residential Units (for effective dates, see BMC 16.07.090)

- * Outlines requirements for smoke detectors in residential rental units

Indiana State Code requires landlords to deliver their rental units to tenants equipped with functioning smoke detectors and for the tenants to acknowledge this in writing at the time they take over the property by signing a Smoke Detector Compliance Form, found at bloomington.in.gov/hand. **It is the tenants' responsibility to make sure the smoke detectors remain functional and are not disabled. It is the tenants' responsibility to replace batteries in the smoke detectors as necessary.** If the tenants believe a smoke detector is not functioning properly, they must inform the landlord in writing by certified mail (return receipt requested) to rectify the situation.



Check your smoke detector once a month. Let your landlord know right away if there is a problem with it.

Chapter 10; Enforcement, Penalties, Appeals and Variances

- * Any person directly affected by a decision of the Director or order issued under this Title, and related to a residential rental unit, shall have the right to appeal to the Board of Housing Quality Appeals.



Bloomington Municipal Code Title 6 allows the City to issue tickets of up to \$150 for improper storage or disposal of trash. Title 6 also allows the City to issue tickets of up to \$150 for grass or weeds over 8 inches in height. Take care of the property you live in and avoid tickets.

RECYCLING COLLECTION IS FREE!

City of Bloomington Sanitation Department collects plastics #1-7 ; paper and cardboard; metal and aluminum; and glass. Recycling is picked up every other week on your regular collection day.

Rental Information for Bloomington



**If you don't read anything else,
make sure you read this!**

**TENANTS' AND OWNERS'
RIGHTS AND
RESPONSIBILITIES**
City of Bloomington Housing and
Neighborhood Development
(HAND)
(812) 349-3420
P.O. Box 100
401 N. Morton St.
Bloomington IN 47402

Property address: _____

Smoke Detector Compliance Form

Property Address: _____

LANDLORD:

Owner(s) of Property:

Managing Agent (if applicable):

TENANT(S):

Printed:

Signed:

Date: _____

Tenants are required to sign off on working smoke detectors

Indiana Code 32-31-5-7 requires that (a) at the time the landlord delivers a rental unit to a tenant, the landlord shall require the tenant to acknowledge in writing that the rental unit is equipped with a functional smoke detector, and (b) neither the landlord nor the tenant may waive, in a rental agreement or a separate writing, the requirements under IC 22-11-18-3.5.

Indiana Code 22-11-18-3.5 details the installation of smoke detectors according to code.

Indiana Code 32-31-7-5 requires the tenant to ensure that each smoke detector installed in the tenant's rental unit remains functional and is not disabled. If the smoke detector is battery operated, the tenant shall replace batteries in the smoke detector as necessary. If the smoke detector is hard wired into the rental unit's electrical system, and the tenant believes that the smoke detector is not functional, the tenant shall provide notice to the landlord by written notification of the need to replace or repair the smoke detector

A landlord who violates Indiana Code 22-11-18-3.5 (1) at the time the landlord delivers a rental unit to a tenant, or (2) if the smoke detector is wired into the rental unit's electrical system, by failing to repair or replace the inoperable smoke detector not later than seven (7) days after receiving written notice by certified mail (return receipt requested, of the need to repair or replace the inoperable smoke detector), commits a Class B infraction (up to a \$1,000 fine). However, the offense is a Class A infraction (up to a \$10,000 fine) if the landlord has a prior violation for an offense under this section.