

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

**4 VARSITY COURT**  
5 TELEPHONE: 812.334.0333  
6 FACSIMILE: 812.331.7731

7 UNIT NUMBER: \_\_\_\_\_ MONTHLY RENT INSTALLMENT(S): \$ \_\_\_\_\_

8 DATE LEASE TERM BEGINS: \_\_\_\_\_ INSTALLMENT 1 OF \_\_\_\_\_, DUE: \_\_\_\_\_

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

10  
11 NON-REFUNDABLE ADMINISTRATIVE MOVE-IN FEE  
12 TO BE PAID BY TENANT: \$150.00, DUE: \_\_\_\_\_  
13 TOTAL MOVE -IN FEE TO BE PAID BY UN IT \$ \_\_\_\_\_  
14

15 **LEASE AGREEMENT**

16 THIS LEASE AGREEMENT ("Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_,  
17 \_\_\_\_\_, by and between Varsity Properties ("Landlord") and the individual(s) listed below (hereinafter  
18 referred to jointly and severally as "Tenant"):  
19

20  
21 TENANT NAME

TENANT PHONE

22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32

33 Landlord hereby leases to Tenant, for private residence, the premises known as 300 St Rd 45/46 Bypass  
34 \_\_\_\_\_, Bloomington, Indiana 47408 ("Premises"), a \_\_\_\_\_ bedroom \_\_\_\_\_ bathroom \_\_\_\_\_ level floor  
35 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 (1<sup>st</sup>) 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.  
61

- 62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72
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 Dollars (\$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.
- 73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85
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  
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  
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:
- 86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125
- 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.
  - E. 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).
  - 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.
  - I. 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

126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189

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:

190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252

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

10. Access. Tenant shall permit Landlord or Landlord’s agents and employees to enter the Premises during all reasonable hours to examine and protect the Premises, to show the Premises to prospective buyers or renters, to make repairs, additions, alterations, preventive maintenance or treatment and for any other reasonable necessity requiring such entry. Landlord will attempt to give Tenant reasonable notice of any such intended entry into the Premises, when possible. Landlord may enter the premises at any time in the event that Landlord determines that an emergency or other situation exists which requires immediate attention. Tenant may not add/change interior door locks without Landlord’s consent.
11. Maintenance. Landlord agrees to keep the Premises, including any furniture and appliances furnished, in reasonable repair during the term of this Lease. Tenant agrees to promptly report the need for maintenance to Landlord, including emergency maintenance. Tenant must promptly report to Landlord any dampness, water leaks, mold, and/or any other moisture-related problem at the Premises. When the need for maintenance has been caused by the willful or irresponsible conduct of Tenant or any other person that Tenant permits to be in or around the Premises, Landlord will repair the Premises on account for Tenant. The cost of any such repair work necessitated by Tenant or any other person that Tenant permits to be in or around the Premises shall be billed to Tenant and paid by Tenant within ten (10) days of such billing. Further terms and conditions regarding the maintenance of the Premises are as follows:
- A. Tenant Negligence. Tenant accepts and understands that Tenant will be responsible for charges associated with the Landlord’s maintenance, repair or replacement caused by Tenant negligence, including but not limited to, such items as stopped-up stools, malfunctioning garbage disposals due to improperly disposed items (such as glass, coins, bottle caps, silverware, excessive food product, etc.), damage caused by running the dishwasher with stopped-up sink, improper use of appliances, damaged locks, lost mail keys (to be charged at the rate of Forty Dollars (\$40.00) per key), holes in the walls and ceiling, excess moisture (i.e. sloppy showering), burned out light bulbs and other such items. Labor for Landlord’s maintenance staff is charged at the rate of Thirty Dollars (\$30.00) per occurrence for work completed during normal business hours and Fifty Dollars (\$50.00) per occurrence for work completed during times outside normal business hours (weekends, evenings, etc.). In the event that Tenant fails to make payment for such maintenance within ten (10) days, said amount shall be subject to interest at the rate of eighteen percent (18%) per annum, or Ten Dollars (\$10.00) per day as described in paragraph 4, at the discretion of Landlord.
  - B. Excessive Utilities. Landlord shall not be responsible to Tenant for reimbursement of excessive water/sewer bills due to running or overflowed stools, busted pipes or faucets, the reimbursement of excessive electric bills resulting from open or broken doors or windows, or other such charges. It is Tenant’s responsibility to promptly report the need for the maintenance of such items to Landlord.
  - C. Securing Premises. Tenant agrees to take appropriate precaution against unauthorized entry into the Premises by locking and securing doors and windows. Tenant agrees to promptly report doors and windows that will not lock to Landlord.
  - D. No Reduction in Rent. Tenant agrees that no reduction of rent shall be claimed or allowed to Tenant due to any inconvenience or discomfort arising as a consequence of any maintenance, repair or replacement made in or around the Premises when such maintenance, repair or replacement is beyond the reasonable control of Landlord.
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 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

253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316

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 Parking at the Premises is included in the rent. Notwithstanding the foregoing, 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. Tenant agrees that any vehicle must be approved by Landlord and that Tenant must obtain a Parking Permit from the Varsity Properties office 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 receive a Parking Permit from the Varsity Properties office. 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. 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.

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  
331 As noted above, all remedies available to Landlord pursuant to this Section (and/or in Section 2 above  
332 and/or elsewhere in this Lease) shall be cumulative (and not exclusive) of all relief otherwise available  
333 to Landlord pursuant to this Lease, at law, and/or in equity. No exercise or enforcement of Landlord's  
334 rights in this Section (and/or in Section 2 above and/or elsewhere in this Lease) shall be held to exhaust  
335 any other right or remedy of Landlord hereunder or at law or in equity.  
336  
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 23. Application and References. Landlord offers this Lease to Tenant based upon the representations made  
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 24. Renewal of Lease. If Tenant desires to renew this Lease for an additional term, Tenant must give  
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 25. Move-Out. Tenant agrees to follow all instructions for leaving the Premises upon the termination of  
354 this Lease incorporated herein. Specific move-out procedures are provided in Exhibit B.  
355  
356 26. Miscellaneous Provisions. This Lease shall be subject to the following miscellaneous provisions:  
357  
358 A. Entire Agreement. This Lease and the exhibits hereto represent the entire agreement by and  
359 between Landlord and Tenant. Landlord has made no representations or promises with respect to  
360 the Premises except those representations and promises contained herein. Landlord does not make  
361 verbal agreements. All agreements must be in writing and fully executed (i.e. signed by all parties).  
362  
363 B. No Waiver by Landlord. Landlord's failure to insist on the strict performance of any provision of  
364 this Lease or exercise any right or remedy shall not constitute a waiver of any breach of this Lease  
365 by Tenant or a waiver of Landlord's right to exercise any right or remedy. Landlord's acceptance  
366 of any full or partial rent payment by Tenant shall not constitute a waiver by Landlord of any  
367 breach or default by Tenant.  
368  
369 C. Severability. Should any provision(s) of this Lease be declared invalid or unenforceable by a court  
370 of competent jurisdiction or statute, the remaining provisions of this Lease shall remain in full  
371 force and effect. This Lease shall be construed under the laws of the State of Indiana and the  
372 venue for any dispute shall be in Monroe County, Indiana.  
373  
374 D. Common Areas. In the event that any recreational facilities and/or common area space shall be  
375 associated with the complex in which the Premises are located, Tenant acknowledges that such  
376 areas are under the exclusive control of the applicable Homeowners Association or the Landlord  
377 and that Tenant or any other person that Tenant permits to be in or around the Premises shall abide  
378 by all applicable rules and regulations governing such areas and use such areas at their own risk.  
379

380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442

- 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. Landlord is not responsible for any delay of Tenant’s occupancy caused by construction, repairs, cleaning, a previous resident’s holding over, damage to the premises, and/or unforeseen delay. In such an instance, Landlord will provide temporary living accommodations to Tenant, without abatement of the rent provided herein. Tenant hereby agrees to accept the alternate / temporary living accommodations provided by Landlord, and that Tenant will continue to pay the rent required by this Lease.
- 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

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.

443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506

- M. All glass, locks, trimmings, etc. in or on the doors, walls, and windows, etc. belonging to the building shall be kept whole, and whenever any part thereof shall be broken, the same shall immediately be reported for repair and the Tenant shall be responsible for the cost of the repair, which is to be paid as set forth within the Lease..
- N. One key for the entry door will be provided for each Tenant to the Lease. If you become locked out of the Premises after business hours or on weekends, you will need to call J & S Locksmith at (812) 332-4533. Identification is required for re-entry purposes. The service is available at no charge during normal business hours through the Varsity Properties office.
- O. Any change of locks by the Tenant is prohibited. Lock changes may be handled through the office of the Landlord only. Cost of the lock and labor for the installation is to be paid by the Tenant to the Landlord as the labor rates set forth within the Lease.
- P. Should Tenant be in default with respect to any rule stated herein, Landlord will provide notice of said violation to Tenant. If the Tenant does not immediately correct the violation, the Tenant may be fined up to \$25 per day so long as the violation continues. Fines shall become a charge to the Tenant and shall be payable by the terms set forth within the Lease. If Landlord issues three (3) or more notices of Rule violations to Tenant, the Landlord may terminate the Lease and the full amount due for the remainder of the Lease along with any and all additional charges for fines and expenses shall become immediately due as set forth within the Lease. Each different violation shall be handled as a separate violation and shall be charged per violation occurrence. Remedies for fines may also be adjudicated in small claims court.
- 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.



507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569

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.

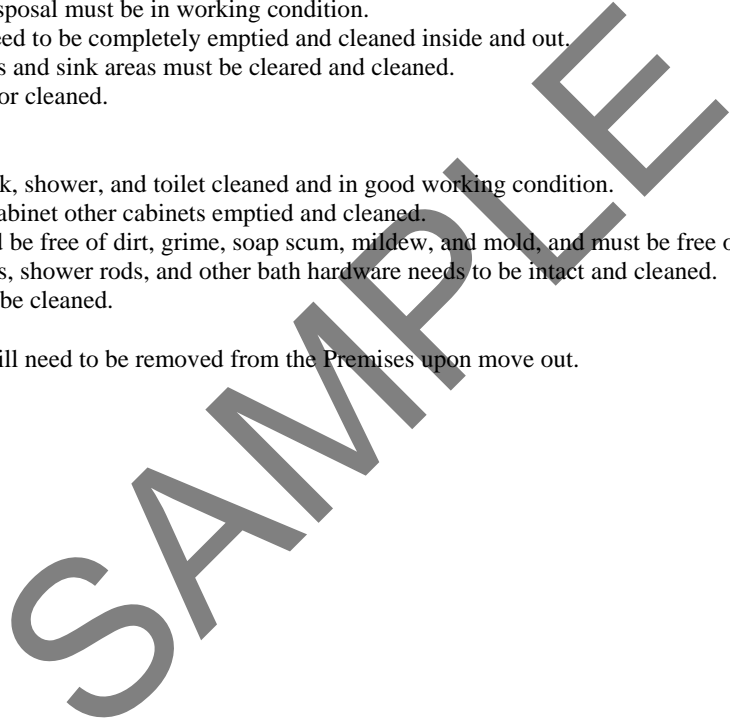
Kitchen

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 lease-end date, refrigerator should be turned off (unplugged) with doors propped open.
4. Range and vent hood should be cleaned and free of debris, grease, and all marks/stains, including cleaning residues.
5. Interior and exterior cleaning of dishwasher, which must be in working order.
6. Garbage disposal must be in working condition.
7. Cabinets need to be completely emptied and cleaned inside and out.
8. Countertops and sink areas must be cleared and cleaned.
9. Kitchen floor cleaned.

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.



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

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

617  
618 LANDLORD SIGNATURE

619  
620 **VARSIY PROPERTIES**

621  
622 By: \_\_\_\_\_  
623 (Agent for Landlord)

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

624  
625