

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

Varsity Court
TELEPHONE: 812.334.0333
FACSIMILE: 812.331.7731

4
5 UNIT NUMBER: _____ MONTHLY RENT INSTALLMENT(S): \$ _____

6
7 DATE LEASE TERM BEGINS: _____ INSTALLMENT 1 OF _____, DUE: _____

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

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11 NON-REFUNDABLE ADMINISTRATIVE MOVE-IN FEE
12 TO BE PAID BY TENANT: \$100.00, DUE: _____

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16 **LEASE AGREEMENT**

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

21
22 TENANT NAME

TENANT PHONE

23 _____
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34 Landlord hereby leases to Tenant, for private residence, the premises known as 300 St Rd 45/46 Bypass
35 _____, Bloomington, Indiana 47408 ("Premises"), a _____ bedroom _____ bathroom
36 _____ level floor plan. Lease shall be upon the following terms and conditions:

- 37
- 38 Term of Lease. The term of this Lease shall begin on _____, _____, at a time
39 scheduled by Landlord, and end on _____, _____, at 8:00 AM, unless sooner
40 terminated or renewed per the terms and conditions of this Lease. Move-out inspection must be
41 completed as scheduled by Landlord on the final day of the Lease.
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 - 43 Rent. The total rent for the term of this Lease shall be in the amount of
44 _____ Dollars
45 (\$ _____), which shall be paid in full and in advance, in
46 _____, (_____) equal installments of
47 _____ Dollars
48 (\$ _____). The first rent installment shall be due in advance on or before
49 _____ . Thereafter, rent installments shall be paid monthly beginning
50 _____ via check or money order made payable to Varsity Properties. Cash
51 will not be accepted as a method of payment. Online payments will be available through an outside
52 processing firm (processing fees may apply). Landlord reserves the right to accept only one (1) check or
53 money order as payment for each rent installment. Aside from the first rent installment (which is due
54 by the date set forth above), rent shall be made payable in advance on or before the first (1st) day of
55 each month without deduction or demand by mailing or delivering rent installments to 2015 North
56 Dunn Street, Bloomington, Indiana 47408.
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 - 58 Partial Payments. The Tenant agrees to pay the full amount of each rent installment when due. Any
59 partial payment of rent will be accepted (without prejudice to any enforcement of Landlord's rights and
60 remedies) but full late fees, as outlined in paragraph 4 below, will continue to accrue until said rent is
61 paid in full.

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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 Seventy Dollars (\$70.00) 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. Non-Refundable Move-In Fee; Damage to Premises. Tenant agrees to pay a Non-Refundable Move-In Fee of \$100.00, 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:
- 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. 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 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)

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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 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.
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,

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attorney fees, discovery fees, court costs and other such fees and expenses incurred by Landlord in Landlord's effort to enforce the terms and conditions of this Lease.

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

22. Limited Liability. Landlord shall not be responsible or liable for any damage or injury sustained by Tenant or any other person that Tenant permits to be in or around the Premises. Tenant hereby agrees to waive any and all claims against Landlord for personal injury and any loss or damage to property.
23. Application and References. Landlord offers this Lease to Tenant based upon the representations made on the applications submitted by Tenant. If any such statement is misleading, incorrect or false the Landlord shall have the right to terminate this Lease as any such misrepresentation shall constitute a default by Tenant of this Lease. Tenant hereby authorizes Landlord to conduct a reference check of the references provided by Tenant and Tenant understands if such check reveals any evidence of credit unworthiness or dishonesty the Landlord may terminate this Lease.
24. Renewal of Lease. If Tenant desires to renew this Lease for an additional term, Tenant must give Landlord written notice of such desire no less than ninety (90) days prior to the end of Lease term or November 30, _____, whichever comes first. Landlord reserves the right to deny Tenant's request to renew this Lease and to modify the amount of rent due for any such renewal.
25. Move-Out. Tenant agrees to follow all instructions for leaving the Premises upon the termination of this Lease incorporated herein. Specific move-out procedures are provided in Exhibit B.
26. Miscellaneous Provisions. This Lease shall be subject to the following miscellaneous provisions:
 - A. Entire Agreement. This Lease and the exhibits hereto represent the entire agreement by and between Landlord and Tenant. Landlord has made no representations or promises with respect to the Premises except those representations and promises contained herein. Landlord does not make verbal agreements. All agreements must be in writing and fully executed (i.e. signed by all parties).
 - B. No Waiver by Landlord. Landlord's failure to insist on the strict performance of any provision of this Lease or exercise any right or remedy shall not constitute a waiver of any breach of this Lease by Tenant or a waiver of Landlord's right to exercise any right or remedy. Landlord's acceptance of any full or partial rent payment by Tenant shall not constitute a waiver by Landlord of any breach or default by Tenant.
 - C. Severability. Should any provision(s) of this Lease be declared invalid or unenforceable by a court of competent jurisdiction or statute, the remaining provisions of this Lease shall remain in full force and effect. This Lease shall be construed under the laws of the State of Indiana and the venue for any dispute shall be in Monroe County, Indiana.
 - D. Common Areas. In the event that any recreational facilities and/or common area space shall be associated with the complex in which the Premises are located, Tenant acknowledges that such areas are under the exclusive control of the applicable Homeowners Association or the Landlord and that Tenant or any other person that Tenant permits to be in or around the Premises shall abide by all applicable rules and regulations governing such areas and use such areas at their own risk.
 - 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.

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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. Because of the large number of residents' cars in the complex, it is not possible to issue and monitor visitor's permits. Therefore, the Landlord suggests that visitor's park in visitors' parking spaces only. Remember, cars not displaying a parking permit will be towed from the complex parking areas. During football games and other major events at the Memorial stadium or Assembly Hall, the entrance to the complex may be blocked and only cars with permits will be allowed to enter the complex.
 - h. All parked cars may be relocated via tow truck following notice for the purpose of asphalt repair, snow removal, parking lot improvements/painting, construction, etc.

507 EXHIBIT B: CLEANING AND MOVE-OUT PROCEDURES

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509 CLEANING AND REPAIR CHARGES

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

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514 MOVE-OUT PROCEDURES

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

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519 Kitchen

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- 521 1. Clean under, behind, and sides of stove and refrigerator.
- 522 2. Clean the top of refrigerator. Clean walls and floor behind and under stove and refrigerator.
- 523 3. Refrigerator should be emptied, defrosted, and cleaned. If leaving unit weeks or months prior to lease-
524 end date, refrigerator should be turned off (unplugged) with doors propped open.
- 525 4. Range and vent hood should be cleaned and free of debris, grease, and all marks/stains, including
526 cleaning residues.
- 527 5. Interior and exterior cleaning of dishwasher, which must be in working order.
- 528 6. Garbage disposal must be in working condition.
- 529 7. Cabinets need to be completely emptied and cleaned inside and out.
- 530 8. Countertops and sink areas must be cleared and cleaned.
- 531 9. Kitchen floor cleaned.

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532 Bathroom

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- 534 10. Bathtub sink, shower, and toilet cleaned and in good working condition.
- 535 11. Medicine cabinet other cabinets emptied and cleaned.
- 536 12. Sink should be free of dirt, grime, soap scum, mildew, and mold, and must be free of cleaning residue.
- 537 13. Towel racks, shower rods, and other bath hardware needs to be intact and cleaned.
- 538 14. Floor must be cleaned.

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

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

(Signature)

(Permanent Street Address)

(Printed Name)

(City, State, Zip Code)

(Cell Phone Number)

(School E-Mail Address)

(Date)

(Parent's E-Mail Address)

(Signature)

(Permanent Street Address)

(Printed Name)

(City, State, Zip Code)

(Cell Phone Number)

(School E-Mail Address)

(Date)

(Parent's E-Mail Address)

(Signature)

(Permanent Street Address)

(Printed Name)

(City, State, Zip Code)

(Cell Phone Number)

(School E-Mail Address)

(Date)

(Parent's E-Mail Address)

(Signature)

(Permanent Street Address)

(Printed Name)

(City, State, Zip Code)

(Cell Phone Number)

(School E-Mail Address)

(Date)

(Parent's E-Mail Address)

(Signature)

(Permanent Street Address)

(Printed Name)

(City, State, Zip Code)

(Cell Phone Number)

(School E-Mail Address)

(Date)

(Parent's E-Mail Address)

LANDLORD SIGNATURE

VARSIY PROPERTIES

By: _____
(Agent for Landlord)

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