

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

4 VARSITY GATE
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: \$250.00, 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 TENANT NAME

20 TENANT PHONE

21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____

32 Landlord hereby leases to Tenant, for private residence, the premises known as
33 _____ North Dunn, Bloomington, Indiana 47408 ("Premises"), a _____ bedroom
34 _____ bathroom _____ level floor plan. Lease shall be upon the following terms and conditions:

- 35
36
- 37 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 Rent. The total rent for the term of this Lease shall be in the amount of
43 _____ Dollars
44 (\$ _____), which shall be paid in full and in advance, in
45 _____, (_____) equal installments of
46 _____ Dollars
47 (\$ _____). The first rent installment shall be due in advance on or before
48 _____ . Thereafter, rent installments shall be paid monthly beginning
49 _____ via check or money order made payable to Varsity Properties. Cash
50 will not be accepted as a method of payment. Online payments will be available through an outside
51 processing firm (processing fees may apply). Landlord reserves the right to accept only one (1) check or
52 money order as payment for each rent installment. Aside from the first rent installment (which is due
53 by the date set forth above), rent shall be made payable in advance on or before the first (1st) day of
54 each month without deduction or demand by mailing or delivering rent installments to 2015 North
55 Dunn Street, Bloomington, Indiana 47408.
56
 - 57 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 4. Late Payments. Tenant agrees to make all payments on or before the due date. Failure to do so causes
63 Landlord to incur damages in the form of added administrative expense and time, in an amount which is
64 uncertain. Accordingly, Tenant agrees that it is reasonable for the Landlord to charge a fee in the form
65 of liquidated damages. In the event that any balance (i.e. rent installment, service work order, utility,
66 etc.) is not paid in full on or before its due date, then Tenant agrees to pay a late payment fee in the
67 amount of Ten Dollars (\$10.00) for each day that said balance remains unpaid, up to a maximum
68 amount of One Hundred Dollars (\$100.00) for each such balance. A bad check constitutes nonpayment
69 and an NSF fee of Thirty-Five Dollars (\$35.00) will be charged in addition to any applicable late fees.
70 Landlord reserves the right to accept only certified funds after one (1) Tenant check has been returned
71 unpaid by the bank.
72
- 73 5. Non-Refundable Move-In Fee; Damage to Premises. Tenant agrees to pay a Non-Refundable Move-In
74 Fee of \$250.00, on or before the date set forth above, to cover certain costs associated with the
75 Premises, including but not limited to: changing locks prior to move-in, updating mailboxes,
76 application processing costs, administrative costs, general expenses associated with preparing or
77 maintaining the Premises, and/or other incidentals. Landlord and Tenant agree that Tenant will not pay
78 a security deposit for the Premises. Tenant agrees to take good care of the Premises throughout the
79 Lease Term (as described in more detail in Section 8 below), reasonable wear and tear excepted. In the
80 event that Tenant fails to pay any or all amount(s) that are due under this Lease, in the event that Tenant
81 causes or allows damage to the Premises that exceeds ordinary wear and tear, in the event that Tenant's
82 actions or inactions necessitate cleaning costs that exceed ordinary wear and tear, and/or in the event
83 that Tenant owes any other sum(s) to Landlord for any reason hereunder, then Tenant agrees to make
84 payment to Landlord, which shall include but not be limited to the following:
85
- 86 A. Damage(s): The cost associated with contracting for and the payment of any repairs,
87 replacements, repainting (necessitated in association with wall repair of any hole or wall
88 damage, cleaning and other such expenses relating to the Premises, fixtures, appliances,
89 systems and furniture (if applicable) incurred by the Landlord as a result of Tenant's actions,
90 excepting normal wear and tear, shall be assessed to Tenant.
 - 91 B. General Cleaning: In the event that Tenant's actions or inactions necessitate general cleaning
92 in a manner that exceeds ordinary wear and tear, then Landlord may bill to Tenant, and Tenant
93 agrees to pay to Landlord, the contractor price to perform the general cleaning.
 - 94 C. Painting Fee: For any painting and/or wall repairs needed in association with nail holes
95 larger than a pinhole or tack, adhesive strips, scuffs, scrapes, marks, dents, dings, and/or any
96 other damages that exceed ordinary wear and tear, Tenant agrees to pay for all such painting
97 and/or repairs.
 - 98 D. Door lock change: The sum of _____ Dollars
99 (\$_____) shall be charged to Tenant if the locks must be changed prior to the
100 end of the Lease Term.
 - 101 E. Rent and Late Fees: Any unpaid rent, late fees, bad check fees or portions thereof, as
102 provided by the terms of this Lease shall be assessed to Tenant.
 - 103 F. Utilities/City Fines: The cost of any unpaid City of Bloomington Tenant fines or invoices for
104 utilities for which the Tenant is responsible and which are left unpaid at the termination of this
105 Lease will be assessed to Tenant (i.e. Tenant is responsible for the cost of all applicable
106 utilities and fines for the entire Lease term).
 - 107 G. Abandoned Property and Debris: The cost of disposing of any abandoned property or debris
108 left in or around the Premises after Tenant has vacated the Premises will be assessed to
109 Tenant.
 - 110 H. Legal Fees: Tenant agrees to pay the cost of any attorney fees, court costs, discovery costs or
111 other such costs incurred by Landlord as a result of Tenant's breach of any term of this Lease,
112 or the defense of any lawsuit in which Landlord is deemed not in breach.
 - 113 I. Failure to Pay First Rent Installment: If Tenant fails to pay in full the first rent installment by
114 the due date listed in Section 2 of this Lease, then: (i) Landlord shall have no obligation to
115 give Tenant possession of the Premises, (ii) Landlord may cancel, rescind, and/or terminate
116 this Lease by giving written notice thereof to Tenant by mail and/or email, which shall be
117 effective as of the date and time that said notice is sent by Landlord, (iii) Landlord may keep
118 any portion of the first rent installment that Tenant has paid, if applicable, (iv) all future rents
119 due under this Lease shall be automatically accelerated without notice and immediately due
120 and payable, and/or (v) Landlord may terminate Tenant's right of occupancy and sue for
121 damages, future rents, re-letting costs, attorney fees, court costs, and/or other lawful charges.
 - 122 J. Failure to Move In / Non-Consummated Lease: If Tenant fails to consummate this lease, fails
123 to move in, and/or fails to take possession of the Premises within three (3) days of the
124 beginning of the Lease Term without the prior written approval of Landlord, then: (i)
125 Landlord shall have no obligation to give Tenant possession of the Premises, (ii) Landlord

126 may cancel, rescind, and/or terminate this Lease by giving written notice thereof to Tenant by
127 mail and/or email, which shall be effective as of the date and time that said notice is sent by
128 Landlord, (iii) Landlord may keep the full amount of the first rent installment, (iv) all future
129 rents due under this Lease shall be automatically accelerated without notice and immediately
130 due and payable, and/or (v) Landlord may terminate Tenant's right of occupancy and sue for
131 damages, future rents, re-letting costs, attorney fees, court costs, and/or other lawful charges.
132

133 The relief available to Landlord pursuant to this Section 2 (and/or in Section 21 below and/or anywhere
134 else in this Lease) shall be cumulative (and not exclusive) of all relief otherwise available to Landlord
135 pursuant to this Lease, at law, and/or in equity. No exercise or enforcement of Landlord's rights in this
136 Section (and/or in Section 21 below and/or elsewhere in this Lease) shall be held to exhaust any other
137 right or remedy of Landlord hereunder or at law or in equity. For instance, no exercise or enforcement
138 of Landlord's right to keep all or any portion of the first rent installment pursuant to the preceding
139 paragraphs shall be held to exhaust any other right or remedy of Landlord hereunder or at law or in
140 equity—including but not limited to Landlord's right to collect rent for the remainder of the Lease
141 Term.
142

143 In the event that Landlord must assess damages and/or any other charges to Tenant at or after the end of
144 the Lease Term as described above, then Landlord will mail to Tenant an itemized list of
145 damages/costs. Tenant agrees to pay to Landlord the amount of any such charges within thirty (30)
146 days from the date of said notice. Any dispute from Tenant to any such charge(s) must be submitted in
147 writing by Tenant to Landlord within ten (10) business days from the date of said notice.
148

149 6. Inspections. An inspection shall be performed upon both move-in and move-out, as specified by
150 Landlord. An inspection report and inventory shall be completed at move-in, describing the condition
151 of the Premises. The inspection report and inventory shall be made a part of this Lease. A move-out
152 inspection and inspection report and inventory shall also be prepared when the Lease terminates, as
153 specified by the Landlord. Any damage to the Premises caused by an act or omission of Tenant (or
154 guest or invitee of Tenant) and not identified on the move-in inspection report and/or inventory shall be
155 the Tenant's responsibility. Tenant's possession of the Premises indicates Tenant's acceptance of the
156 Premises in an "as-is" condition.
157

158 7. Use of Premises. Tenant agrees to use the Premises exclusively as a private residence only for those
159 individuals identified as a Tenant in this Lease. Tenant agrees not to make any changes of any nature to
160 the Premises without first obtaining Landlord's written consent. Tenant agrees not to store items or
161 personal property outside the confines of the interior of the Premises. Tenant further agrees to abide by
162 all rules or regulations governing the subject neighborhood where the Premises are located, a copy of
163 which are attached hereto as Exhibit A. Landlord reserves the right to amend or modify said rules, as
164 Landlord believes reasonably necessary and Tenant agrees to abide by such amendments and
165 modifications. Tenant may not use the Premises to give instruction in music or physical training.
166 Tenant agrees not to cause or permit any disturbance, noise or other annoyance detrimental to the
167 reasonable comfort of the neighborhood (three or more written or verbal warnings of this disturbance
168 offense shall be deemed just cause for eviction and shall constitute a default of this Lease).
169

170 8. Upkeep. Tenant agrees, during the term of this Lease, to take good care of the Premises, its fixtures,
171 appliances and equipment. Tenant agrees to keep the Premises, at Tenant's sole cost and expense, in a
172 clean, aesthetically pleasing and sanitary condition. Tenant agrees to take appropriate precaution
173 against the presence of insects, bugs and vermin (Landlord is not responsible for and this Lease will not
174 be affected by the presence of insects, bugs and vermin but Landlord will arrange for treatment, if
175 necessary, at Tenant's cost). Tenant agrees to promptly notify Landlord of any damage or need for
176 repairs to the Premises. Tenant agrees to refrain from activity in or around the Premises that could
177 damage or decrease the value of the Premises. Tenant agrees to place all trash in suitable containers
178 and dispose of said trash in the area designated for disposal. **At the termination of this Lease, Tenant**
179 **agrees to return the Premises to Landlord in the same condition as received by Tenant.** Tenant
180 agrees to be responsible for any loss or damage caused by an act or omission of Tenant or any other
181 person that Tenant permits to be in or around the Premises.
182

183 9. Utilities. Tenant agrees to place all applicable utilities to Premises in the name of Tenant prior to the
184 Lease start date and to leave all such utilities in Tenant's name for the entire duration of the Lease.
185 Failure to do so may result in the Premises being without utilities upon Tenant's move-in. In the event
186 that Tenant fails to honor the aforementioned obligation regarding the placement of utilities in Tenant's
187 name and Landlord is billed for utilities used during the Lease term, then Landlord may charge Tenant
188 an administrative fee of Thirty Dollars (\$30.00) per occurrence. Tenant also agrees to pay for all such
189 utilities within ten (10) days of such notice. Tenant agrees that Landlord shall not be responsible for

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
253

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.

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

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
317

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 fee-based. Aside from certain limited "Visitor" parking – which is reserved for visitors, not tenants – Tenant acknowledges that Landlord does not provide free parking to tenants at the Premises. Tenant agrees that parking is permitted at the Premises only if Tenant has first filled out and submitted to Landlord the Application for Parking Permit and Parking Rules and Regulations form, and if Tenant has first paid all parking charges applicable to Tenant. Tenant agrees that any vehicle must be approved by Landlord and all parking charges must be paid to Landlord before Tenant may park said vehicle at the Premises. Parking permits may not be shared. Each individual Tenant on this Lease who wishes to park a vehicle at the Premises must fill out and submit to Landlord the Application for Parking Permit and Parking Rules and Regulations form, and pay the applicable parking charges, for each individual Tenant's vehicle. Violation of this section on Parking (and/or the Application for Parking Permit and/or Parking Rules and Regulations, which are incorporated herein) constitutes a default of this Lease.

Landlord does not guarantee parking for each individual signing this Lease as Tenant. The number of parking spaces is controlled by local zoning regulations as of the time the subject complex was constructed. All vehicles must have valid paid parking permits. Tenant agrees that Landlord may have unauthorized and/or otherwise illegally-parked vehicles towed from the Premises, in accordance with the Application for Parking Permit and/or Parking Rules and Regulations. Landlord shall not be liable for any towing charge or damage to Tenant's vehicle resulting from unauthorized parking by Tenant or others. Landlord reserves the right to cancel and/or invalidate the parking permit(s) of Tenant for an indefinite term if Tenant is found in violation of any provision of Lease, Lease exhibits, Lease modifications, and or Lease addendums, and Lease renewals, and/or any Application for Parking Permit and/or Parking Rules and Regulations applicable to Tenant, provided that Landlord provides Tenant with reasonable notice no less than twenty four (24) hours prior the effective date and time of permit(s) invalidation.
20. Destruction of Premises. In the event that the Premises become uninhabitable by reason of fire, accident or other cause beyond Tenant's reasonable control and totally not caused by the negligence of Tenant or any other person that Tenant permits to be in or around the Premises, then rent shall be due only up to the date of such damage or destruction. If Landlord chooses to rebuild/repair the Premises,

318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380

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. 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

381 and that Tenant or any other person that Tenant permits to be in or around the Premises shall abide
382 by all applicable rules and regulations governing such areas and use such areas at their own risk.
383

- 384 E. Other Tenant Defaults. If, prior to the start date provided herein, Tenant defaults in the
385 performance of any other agreement with Landlord which Tenant and Landlord may have together,
386 then Landlord shall have the option of terminating this Lease.
387
- 388 F. Availability of Premises. Landlord is not responsible for any delay of Tenant's occupancy caused
389 by construction, repairs, cleaning, a previous resident's holding over, damage to the premises,
390 and/or unforeseen delay. In such an instance, Landlord will provide temporary living
391 accommodations to Tenant, without abatement of the rent provided herein. Tenant hereby agrees
392 to accept the alternate / temporary living accommodations provided by Landlord, and that Tenant
393 will continue to pay the rent required by this Lease.
394
- 395 G. Reasonable Notice and Postings. Reasonable notice and or balance statements will be posted via
396 one or more of the following: Premises front door, Tenant voicemail, Tenant e-mail and/or Tenant
397 text message. Tenant is responsible for providing Landlord with updated contact information.
398
- 399 H. Trash Service: Landlord will provide private trash service where permissible by the City of
400 Bloomington. If private trash service is not permitted at Premises by the City of Bloomington
401 Tenant is responsible for proper disposal and the cost of any such disposal.
402
403

404 EXHIBIT A: RULES AND REGULATIONS
405

406 The following Rules and Regulations ("Rules"), as referenced on page 3, paragraph 7 of this Lease, must be
407 observed and followed by Tenant, as such Rules help to ensure that Tenant has the opportunity to reside in a
408 pleasant and orderly community.
409

- 410 A. The sidewalks, courts, entry passages, halls, stairways, decks, and patios shall not be obstructed by
411 any means by Tenant, or used for any purpose other than that of entry or non-destructive
412 enjoyment.
413
- 414 B. No trash, bags, etc. shall be left outside of Tenant's door, hallway, stairway, entry passages, courts,
415 sidewalks, etc. Trash shall be disposed of immediately in the dumpsters provided.
416
- 417 C. The front porches, patios, and decks are not common areas and shall only be used by the Tenant of
418 the attached unit or guests of such Tenant.
419
- 420 D. Tenant and their guests shall maintain order in the building and shall not make or permit any
421 improper noises or conduct, etc. in the building or interfere in any way with other Tenants or those
422 having business with them.
423
- 424 E. The use of all pianos, radios, television sets, stereos, etc. and other sound or musical devices shall
425 be kept at a low sound level as not to be heard outside the unit.
426
- 427 F. Landlord acknowledges Tenant's right to have parties provided the Tenant conducts said parties in
428 good order and destructive behavior is avoided. The number of persons on a floor or deck must
429 conform to safety codes and safety standards established by courtesy patrol and law enforcement
430 officers.
431
- 432 G. No vehicles—motorbikes, bicycles, etc.—shall be allowed in the corridors, halls, or elsewhere in
433 the building or on sidewalks, and Landlord reserves the right to remove any and all objectionable
434 items and nuisances. Parking for these shall be in the parking area only.
435
- 436 H. Nothing shall be thrown out of the windows or doors, or down the passages, stairways, etc of the
437 building or unit by Tenant or guest of Tenant.
438
- 439 I. The bathroom and kitchen facilities, sinks drains, bathtub drains, etc. shall not be used for any
440 purposes other than those for which they were constructed, and no sweepings, rubbish, rags,
441 tampons, ashes, sanitary napkins, paper towels, grease or other substances, etc. shall be thrown or
442 deposited therein. Violation shall constitute the Tenant being charged for repairs resulting from
443 these violations as set forth in the Lease.
444
- 445 J. Any damage resulting to any part of the Premises, including appliances, sinks, bathtubs, showers,
446 fixtures, walls, woodwork, carpeting, stairways, siding, balconies, closets, flooring, windows,
447 window coverings, furnace, air conditioner, hot water heater, garbage disposal, etc. from misuse,
448 or negligence shall be paid for by the Tenant per the terms of the Lease.
449
- 450 K. Unit damage from the weather by means of open doors or windows shall be paid for by the Tenant
451 consistent with the terms of the Lease.
452
- 453 L. No painting or wall papering shall be done or alterations made to any part of the Premises by
454 putting up or changing any partition, door or window, and no nailing, boring or screwing into the
455 woodwork or walls shall be used to hang pictures. Tenant may use small nails, tacks, or adhesive

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
507
508

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 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 \$50.00.
 - 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.
- S. LED light strips are strictly prohibited from use in the premises. The use of LED light strips will result in painting and removal charges to the tenant.

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
570
571
572

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.

573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631

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

VARSIITY PROPERTIES

By: _____
(Agent for Landlord)

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