

## LEASE OF RESIDENTIAL PROPERTY

THIS AGREEMENT is made on \_\_\_\_\_ between Campus Cribs, LLC, hereinafter referred to as "Lessor," and \_\_\_\_\_, hereinafter referred to as "Lessee," for the rental of the property hereinafter described, in consideration of the mutual promises, terms, and conditions contained herein.

### Lease of Property

1. Lessor does hereby lease to Lessee, on the terms and conditions specified herein, a single family residence located at and identified as **14\_\_\_\_\_ West Allen Street, 47403**, together with [furnishings and] appurtenances, hereinafter referred to as the "premises."

### Term of Lease

2. The term of this lease shall commence at 12:01 A.M. on **8-8-2014**, and shall end at 12:00 noon on **7-31-2015**, unless terminated at another time as herein provided in this agreement.

### Rent

3. Lessee agrees to pay to Lessor, as rent for the above described premises, the sum of \$\_\_\_\_\_ to be paid in equal monthly installments of \$\_\_\_\_\_, payable in advance on the first day of each month beginning on the date the lease commences, and continuing each month thereafter for the term of this Agreement. A late fee of \$100.00 will be assessed to rents received after the 5<sup>th</sup> of the month. A fee of \$35.00 will be assessed for bounced checks.

### Items Included in Rent

4. All services and utilities, including, but not limited to **electric, gas, water/sewage** are separately metered and shall not be included in rent and shall be the sole responsibility of Lessee. Lessor shall pay all taxes and assessments levied against the premises during the term of this Agreement.

### Security Deposit

5. (a) Lessee shall deposit with Lessor, prior to assuming occupancy of the premises, the sum of \$\_\_\_\_\_. Said sum shall be a security deposit to secure Lessee's performance of this Agreement, and to compensate Lessor for any unpaid rent, utility bills, cleaning, or repairs to the premises, except for repairs resulting from reasonable and natural wear and tear to the premises.

In case of damage to the premises or other obligation against the security deposit, Lessor shall mail to one written forwarding address the Lessee provides, within forty-five days (45) after the termination of this lease, an itemized list of damages claimed for which the security deposit may be used, including unpaid rent, utility charges the Lessee is required to pay under this lease, cleaning, and cost of repair for each damaged item. The list shall be accompanied by one check for the difference between the damages claimed and the amount of the security deposit held by Lessor. The Lessor's obligation to send Lessee an itemized notice of damages is contingent upon Lessee supplying Lessor, in writing, one address to which such notice shall be sent. In the event the security deposit is insufficient to cover Resident's damages, Resident shall pay the balance due within 30 days after receipt of notice.

(b) As policy, Lessor will paint the entire wall wherever a spackling or patching repair has been made. Painting will be done by a fully insured and bonded professional contractor. The cost will be charged against the security deposit. Carpet cleaning must be completed by an insured professional contractor after move out. The cost will be deducted from the security deposit. If all keys are not returned, a charge of \$40.00 will be deducted from the security deposit.

### **Repair and Maintenance**

6. (a) Lessor shall, at Lessor's own cost and expense, put said premises in a condition fit for occupancy as a residence by human beings, maintain the premises in said condition for the term of this Agreement, and repair any damage or other conditions rendering the premises untenantable under the laws or regulations of any governmental unit or agency having jurisdiction thereof, except for damage or injuries to the premises occasioned by Lessee, its guests, invitees, or licensees failure to exercise ordinary care in the occupation thereof, or upon destruction or severe damage to the premises as provided in *Paragraph 15* hereof. Lessee shall promptly notify Lessor in writing of any damage or condition rendering the premises untenantable, and Lessor shall not be charged with knowledge of such condition, for purposes of Lessor's duty to repair the same, prior to receipt of such written notice.

(b) Lessee acknowledges and agrees that he has examined the premises and any equipment and personal property subject to this Agreement; that he accepts said premises, equipment, and personal property as being in good, safe, and clean condition and repair and that he will keep the premises in good order and condition and surrender the premises on termination of occupancy in the same condition as they are on the date of this Agreement, excepting only reasonable wear and tear and damage by the elements.

(c) Lessee shall promptly reimburse Lessor for the cost of any repairs to the premises caused by Lessee's negligence, misuse, or abuse of the same, or by the negligence, misuse, or abuse of Lessee's guests, licensees, or invitees.

### **Occupancy and Use of Premises**

7. Lessee shall use the premises only as a private residence for not more than three unrelated adults and shall not use the premises for any other purpose or purposes whatsoever without the prior written consent of Lessor. Lessee shall comply with all statutes, ordinances, and regulations governing the use and occupancy of the premises, and shall not commit or permit any nuisance or waste to be committed therein.

### **Quiet Enjoyment**

8. Lessee shall be entitled to the quiet enjoyment of the premises during the term of this Agreement. Lessee shall be responsible at all times for the conduct of his guests, licensees, and invitees while they are on the premises and shall perform no act that shall prevent other tenants from quiet enjoyment of the premises. Resident agrees to comply with the "Quiet Nights Initiative", a Bloomington City Code. Resident may be subject to fines/eviction if excessive noise violations occur.

### **Pets**

9. Lessee shall not keep or permit on the premises any dog, cat, bird, or other pet. A \$300.00

nonrefundable pet fee will be collected for authorized pets with a signed pet addendum. If Lessee keeps or permits any pet on the premises in violation of this provision, Lessor may at his option charge a fee of \$300.00 for unauthorized pets.

#### **Alterations and Improvements**

10. Lessee shall make no alterations or improvements to the premises, or do any painting or permanent redecorating during the term of this Agreement, without first obtaining the express prior written consent of Lessor. Unless otherwise provided by express written agreement of the parties, any and all alterations and improvements to the premises made by Lessee with the consent of Lessor, including carpeting and any other improvement that cannot be removed without substantial alteration or disturbance of the premises, shall remain on the premises on Lessee's termination of occupancy and shall become the property of Lessor.

#### **Waiver of Damage**

11. Lessee hereby expressly releases Lessor from any and all liability for loss or damage to Lessee, or to any property of Lessee, caused by water leakage, breaking of pipes, theft, vandalism, natural disaster, fire, ice, snow, or any other cause beyond the reasonable control of Lessor. Lessee is required to carry RENTERS INSURANCE.

#### **Hold Harmless Clause**

12. Lessee shall indemnify and hold Lessor free and harmless from any and all liability, claims, loss, damage, or expenses, including counsel fees and cost, arising by reason of any death, injury, or property damage sustained by any person, including Lessee, agent, guest, invitee, licensee, or employee of Lessee, where such death, injury, or property damage is caused or allegedly caused by any negligent or intentional act of Lessee or any guest, licensee, or invitee of Lessee, or by Lessee's failure to perform any covenant, term, condition, or act required by this Agreement.

#### **Right of Entry by Lessor**

13. Lessor reserves the right to re-enter the premises, and to authorize such re-entry by any agent or employee of Lessor, for the purpose of repair, maintenance, or inspection of the premises, or to exhibit the premises to actual or prospective purchasers or tenants. Such entry shall be made only at reasonable times and upon forty-eight (48) hours notice to Lessee; provided that Lessee or any duly authorized agent of Lessor may enter without prior notice in an emergency or in the event of surrender and abandonment of the premises by Lessee.

#### **Assignment and Sublease**

14. Lessee shall not assign this Agreement or sublet all or any portion of the premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld. An assignment/subleasing fee of \$100.00 will be charged. Any assignment or subletting of the premises without the prior written consent of Lessor shall be void and shall, at the option of Lessor, terminate this Agreement. Lessor's consent to any assignment or subletting shall not be deemed a waiver of this provision or a consent by Lessor to any subsequent assignment or subletting.

#### **Destruction or Severe Damage**

15. In the event that the premises are destroyed by fire, water, or other disaster, or are

damaged so severely as to render them substantially uninhabitable and to require substantial time and expense to restore them to a tenantable condition, Lessor may, at his sole option, elect either to: (1) terminate this Agreement and all obligations of the parties hereunder; or (2) make such repairs as are necessary to restore the premises to a tenantable condition. If Lessor elects to repair and restore the premises, and such repairs cannot be completed within thirty (30) days, then Lessee may, at his option, either: (1) terminate this Agreement; or (2) continue as Lessee hereunder, but without obligation to pay rent for any period in excess of thirty (30) days which it takes to complete repairs to the premises. Lessee shall be responsible for the cost of damages caused by negligence, misuse, or abuse from Lessee, Lessee's guests, invitees, or licensees.

### **Eminent Domain**

16. Should any or all of the premises be taken by any agency or entity under the power of eminent domain, this Agreement shall terminate as of 12:01 A.M. on the earlier of: (1) the date title to the portion taken by eminent domain vests; or (2) the date actual physical possession of such portion is taken by the agency or entity exercising the eminent domain power. Any and all compensation or damages awarded for such taking, except amounts awarded to Lessee for moving or for damages to Lessee's personal property, shall belong to Lessor. Lessee shall have no claim against Lessor or the agency or entity exercising the eminent domain power for the value of any unexpired portion of the term of this Agreement.

### **Acts Constituting Breach by Lessee**

17. Any of the following acts or omissions shall constitute a breach of this Agreement by Lessee:

(a) Lessee's failure to pay any rent or other sum payable under this Agreement on the date it becomes due.

(b) Lessee's nonperformance or breach of any term, covenant, condition, or provision of this Agreement.

(c) Lessee's abandonment of said premises for a period of more than fourteen (14) days without the express prior written consent of Lessor.

(d) An adjudication that Lessee is a bankrupt, or appointment of a receiver to take possession of all or substantially all of Lessee's property.

(e) The supplying of incorrect or materially misleading information by Lessee in connection with the application for rental of the premises.

(f) A sublease or assignment by Lessee in violation of *Paragraph 14* of this Agreement.

### **Lessor's Remedies for Breach of Lease**

18. In the event that Lessee commits a breach of this Agreement, as defined in *Paragraph 17* hereof or otherwise, Lessor may, in addition to any other legal or equitable remedies that may be available to Lessor:

(a) Continue this Agreement by not terminating Lessee's right to possession of the premises, and continue to enforce all of Lessor's rights and remedies under the terms hereof, including the right to recover the rent specified herein as it becomes due; or

(b) Terminate this Agreement and Lessee's right to possession of the premises in the manner

provided below, and commence an action against Lessee to recover possession of the premises and for such damages as may be available at law.

#### **Attorneys' Fees**

19. Lessor shall be entitled to recover costs and reasonable attorneys' fees in any action or proceeding to secure any rights under this Agreement or enforce any remedies available hereunder or at law.

#### **No Holdover on Termination**

20. Lessee shall have no right to continue in possession of the premises upon expiration of the term of this Agreement, and shall promptly vacate the premises upon expiration of such term; provided, however, that the parties hereto may, prior to or upon expiration of this Agreement, enter into a written agreement for Lessee's continued possession and occupancy of the premises on such terms and conditions as are mutually acceptable. The holding over of one (1) day shall constitute a full month's rent becoming due and payable. If resident fails to remove personal property, it shall be deemed abandoned and Lessor shall have no responsibility or liability for the safekeeping or loss of, or damages to such abandoned property.

#### **Subordination of Lease**

21. This Agreement and the Lessee's interest in the premises are and shall be subject, subordinate, and inferior to any lien or encumbrances now existing or hereafter placed on the demised premises by Lessor, to all advances made under any such lien or encumbrance, to the interest payable on any such lien or encumbrance, and to any and all renewals and extensions of such liens or encumbrances.

#### **Waiver of Breach**

22. The waiver by Lessor of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision hereof:

#### **Time of Essence**

23. Time is expressly declared to be of the essence of this Agreement.

#### **Joint and Several Liability**

24. Should more than one person execute this Agreement as Lessee, all such persons shall be jointly and severally liable for all the terms, conditions, covenants, and provisions contained herein; provided, however, that any act or signature of one or more of the persons executing this Agreement as Lessee, and any notice or refund given to or served on one of the persons executing this Agreement as Lessee shall be fully binding on all such persons.

#### **Effect on Heirs and Assigns**

25. Subject to the limitations contained herein with respect assignments of Lessee's interest under this Agreement, all provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their heirs, executors, representatives, successors, and assigns.

#### **Sole Agreement of Parties**

26. This Agreement constitutes the sole and complete agreement of the parties concerning the demised premises, and correctly sets forth the rights and obligations of the parties hereto. Any

agreement or representation between the parties hereto respecting the subject matter of this Agreement, whether oral or in writing, which is not expressly set forth in this instrument, is null, void, and of no legal effect.

**Modification**

27. This Agreement may be modified only by a written agreement signed by both Lessor and Lessee, and any attempted oral modification of this Agreement, whether real or purported, shall be of no force or effect.

**Severability**

28. In the event that any part of this Agreement is construed or declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein.

**Notices**

29. All notices or communications required or permitted by this Agreement shall be deemed duly served and given when personally delivered to the party to whom directed or in lieu of such personal service, when mailed, first-class postage prepaid, and:

(a) If directed to Lessee, addressed to Lessee at the address of the premises;

(b) If directed to Lessor, when addressed to Lessor at 1575 Linda Lane, Bloomington, IN 47401, or at such other address as may be specified by Lessor from time to time.

Executed at Bloomington, Indiana, on the day and year first above written.

LESSOR

\_\_\_\_\_  
By: Heidi Smith, Agent Date

LESSEE

\_\_\_\_\_  
Signature Date  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Date  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Date  
Printed Name: \_\_\_\_\_