

## *Residential Lease*

**1. Lease:** This lease made and executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called "Landlord," and \_\_\_\_\_, hereinafter called "Tenant." (All occupants 18 years and older must sign this document)

**2. Leased Premises:** The landlord does hereby lease and demise to the Tenant the premises commonly known as: \_\_\_\_\_ (Premises), which are located in the City of \_\_\_\_\_, \_\_\_\_\_ county, Indiana Zip \_\_\_\_\_.

**3. Term:** The initial term of this Lease shall commence on \_\_\_\_\_ and the last day of the term shall be \_\_\_\_\_. This lease will not terminate prior to the above termination date except in accordance with the terms hereof or the written agreement of the parties. The Landlord shall not be liable for failure to deliver commencement of this Lease to the date of possession is delivered to the Tenant.

**4. Extended Terms:** This lease shall be self-renewing for additional periods of 30 days unless a written notice of termination or notice to vacate shall be given by either party 30 days in advance of the last day of term or extended term. For each extended term the Landlord shall have the right to change the terms of this agreement including the amount of the rental payments due. Landlord shall give a minimum of 30 days advance notice for any such changes; such notice shall be in writing and mailed to \_\_\_\_\_

**5. Rent:** The Tenant promises to pay the landlord as rent the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the whole term provided, due and payable as follows:

- A. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on the \_\_\_\_ of the month not later than 5:00pm. Payable in advance, without relief from valuation or appraisal laws, paid directly to landlord and sent to: \_\_\_\_\_ or such other place as the Landlord may from time to time designate. Any rents lost in the mail will be treated as unpaid until received by Landlord and late fees will apply.
- B. All rent payments shall be paid by Cash or Money Order.
- C. No personal checks will be accepted.
- D. Prorated Rent: In the event that this lease shall commence on a day other than the first day of the rental period, or in the event that this lease will expire on a day other than the last day of the rental period, Tenant shall pay to the Landlord the full months rent of the current month and any credit will be applied to the following months rent.
- E. A \$50.00 service fee will be charged if Landlord must pick up the rent payment.

**6. Late Charges:** A \$25.00 late charge will be added to the rent due if not paid in full before 5:00pm on the \_\_\_\_ day of the month. A further charge of \$25.00 shall be added each day thereafter that the rent remains not paid in full. It is also agreed that a \$25.00 charge, plus applicable late fees, will be added to the amount of rent due should any check or money order be returned by the bank for any reason. Landlord will require all subsequent payments to be made by cashier's check or money order or cash. **ALL RENT MUST BE PAID IN FULL ON TIME.**

**7. Excess Expenses:** In the event that Tenant shall, by reason of Tenant's use or occupancy, cause the insurance, utilities, or other direct expenses of the Landlord to increase above their current or standard level, as reasonably determined by Landlord, Landlord shall have the right to require that Tenant reimburse Landlord for such excesses. In such event, Landlord shall itemize such excesses and invoice Tenant and Tenant shall pay any such excess to Landlord not later than the first day of the first month following receipt of such invoice.

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**8. Security Deposit:** \$\_\_\_\_\_ will be held as security, and not as rental payment, final or otherwise to ensure that the Tenant complies with all of the terms and conditions of this Lease.

A. Upon termination of this Lease, the security deposit will be returned to Tenant, except for any amount applied for the following purposes:

1. To reimburse Landlord for actual damages to the premises that are not the result of ordinary wear and tear expected in the normal course of habitation of a dwelling; and
2. To pay to Landlord all rent in arrearage and all rent due for premature termination of this Lease by Tenant; and
3. To reimburse landlord for utility and sewer charges paid by Landlord by which are the obligations of Tenant under this Lease and are unpaid by Tenant; and
4. To reimburse Landlord for the cost of re-keying locks on the unit if all keys possessed by tenant are not surrendered to the Landlord.

B. Provided that Tenant shall have supplied to Landlord in writing a valid mailing address to which to deliver to Tenant and all notices, Landlord shall mail to Tenant, within forty-five (45) days after the termination of occupancy of the premises by tenant, an itemized list of damages claimed by Landlord for which the security amounts due under this Lease for which Landlord intends to assess Tenant. In the event that such damages and assessments shall be less than the security deposits, Landlord shall include a check or money order for such difference, payable to Tenant. Landlord hereby advises tenant and tenant hereby agrees that in the event tenant shall have occupied the premises. Landlord shall be entitled to deduct from the security deposit such amounts as shall be reasonably required to reimburse landlord for a complete cleaning of the premises and all carpeting within the premises. Tenant further agrees that Landlord shall have the right to repaint any and all rooms in which tenant shall have damaged or irreparably marked the walls, including holes created to hang pictures, ect. Tenant agrees that all such cleaning and repainting shall not be deemed to be "ordinary wear and tear" for purposes of this Lease or Indiana law. NO INTEREST SHALL BE PAID ON SAID DEPOSITS.

**9. Use of Premises:** The Tenant will occupy and use said premises for a single-family, private residence and for no other purpose whatsoever. The Tenant warrants and certifies that:

\_\_\_\_\_ and no other persons shall occupy this residence.  
The tenant shall not make nor permit any use of the premises which is directly or indirectly forbidden by public law, ordinance, governmental regulation, or other restrictions, nor which is dangerous to life, limb or property, nor which will or tends to injure the reputation of the premises or the building, nor which will be obnoxious to any other tenant of the building or residents of the neighborhood.

**10. Tenants Duties:** Tenant agrees to meet the following obligations, including, but not limited to:

A. All minor maintenance repairs not caused by ordinary wear and tear, and upkeep of the grounds and building shall be at the sole expense of the Tenant, except that Tenant shall not be liable for any costs or expense payable by any Homeowner's Association nor any cost or expense of repair maintenance, or replacement which is included within the landlord's duties. In the event of a roof leak or other defect in the premises, which it is the duty of the landlord to repair; tenant shall notify Landlord of such leak or defect immediately following its discovery and shall provide Landlord with adequate access and opportunity to cure such leaks and defects.

**B. Tenant shall bear the costs of replacing all light bulbs, furnace filters, fuses, and broken glass, including repair of frames and screens in windows and storm doors.**

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C. Tenant shall, at its own expense and at all times keep the premises, including yard, sidewalk, appliances, and furnishes, in a clean and sanitary condition and shall surrender the same, at termination hereof, in condition as good as when received. Such duties shall include keeping the grass mowed to a height not greater than six (4") inches, keeping weeds pulled, or eliminated, and removing any and all trash from the yard and all other exterior portions of the premises. All trash shall be kept covered sealed and/or waterproof containers and shall be disposed of through the use of trash disposal services of the municipality or any other reasonable means available to Tenant prior to excessive accumulation thereof.

D. Tenant hereby acknowledges that all drains servicing the unit are open and functional. Tenant shall bear cost of correcting any drain stoppage problems not reported by Tenant within forty-eight (48) hours after commencement of this agreement.

E. Tenant hereby acknowledges that the units is free and clear of all pests (including, but not limited to roaches, ants, bees, fleas, mice, rats, ect.) at the time tenant takes possession. Tenant shall bear the cost of correcting any pest control problems not reported by tenant prior to accepting possession.

F. Tenant shall agree to bear the cost of curing any damage to the property caused by Tenant, Tenant's visitors, or any other third party. Tenant shall be obligated to protect the premises during the term or extended term of this Agreement and shall be responsible for damages even if inflicted by others.

G. Tenant shall notify the Landlord of any changes in job status and current work, home, school and cell phone numbers.

H. Tenant shall at all times comply, and shall cause the premises to remain in compliance, with any and all laws, rules, regulations, and ordinances of the United States of America, State of Indiana, the consolidated city of Indianapolis, the Health and Hospital Corporation, and any other governmental or quasi-governmental entity, unit or municipal corporation having jurisdiction over the premises or Tenant's use and occupancy of the premises. Tenant shall promptly report to the Landlord the receipt of any orders from any such authority or agency and any inspection by any such authority or agency. In the event that the actions or inactions of Tenant or any other person on the premises, other than Landlord or its agents, shall result in the violation of any such law, rule, regulation or ordinance, tenant shall promptly pay any and all fines, penalties, and other amounts which may become due by reason of such violation and hereby agrees to indemnify, hold harmless, and protect and defend Landlord from any liabilities, fines, penalties, attorneys' fee, and /or expenses which may incurred by landlord by reason of the actions or inactions of tenant.

I. Tenant shall not bring onto the premises any hazardous or dangerous materials or wastes (Hazardous materials), as defined by federal, state, and or local law, except in such quantities and for such uses as are typical of a law-abiding household. Tenant shall immediately report to Landlord the existence of any Hazardous Materials, which are discovered on the premises.

K. Tenant shall notify landlord within 24 hours of the delivery to the premises of any and all mail addressed to Landlord.

**11. Utilities:** Unless otherwise specified, Tenant shall pay all charges, fees and/or assessments for utilities, including, but not limited to gas, oil, coal, electricity, water, sewage, telephone, sanitary disposal, and trash/garbage removal. Any exceptions shall be set forth within. Tenant's liability for such amounts shall not terminate upon termination of this lease by reason of default by Lessees. Utilities shall include cable television charges.

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**A. The utilities listed above are to be transferred or reconnected in the Tenants name within 24 hours from this Lease date and maintained in an active status during the term of this Lease.** Tenant is responsible for all damages resulting from any utilities not being maintained during the entire term of this Lease or any extension thereof.

**B. The Landlord shall have the right to add any past due SEWER CHARGES directly to the rent balance.**

C. In the event landlord is responsible for certain utilities, Landlord reserves the right to be reimbursed for the increases in the cost of said utilities due to the use in the premises of appliances not furnished by Landlord.

D. Electrical space heaters and window air conditioners are prohibited without specific clearance of electrical circuit safety and prior written consent to the landlord. The premises shall at all times be heated only by its furnace and not by any other means without the prior written consent of Landlord.

E. Damage resulting from the Tenants appliances will be charge back to the Tenant.

F. The landlord shall have no liability for any injury or damage, whatsoever which may arise or accrue from his failure to furnish cold or hot water, electricity, heat or operational failure of appliances supplied pursuant to this lease, regardless of such failure. All claims for such injury or damage being hereby expressly waived by the tenant. Landlord shall have no liability for any damage or injury resulting from any utility meter, pit, pipe, wire, device or usage. Any such liability shall be that of the utility company or the Tenant.

**12. Care of Premises:** If the tenant fails to maintain or correct any condition as called for in this agreement, then the landlord shall have the right, after giving (7) seven days written notice, to make corrections. Tenant shall pay all charges for labor incurred by landlord at a rate of \$50.00 per hour or at customary billing rate as may be set by Landlord, whichever shall be greater. Labor charges shall be assessed for all labor of landlord or landlord's agents or employees which shall be incurred by reason of Tenant's failure to comply with this lease, including repairs which are not ordinary wear and tear, collection efforts, filing of claims and court appearances. Failure to comply with the provisions in this paragraph shall constitute in immediate default under this lease without the necessity of written notice by Landlord to Tenant.

**13. Landlord Duties:** With respect to the premises, Landlord shall repair and replace the furnace, roof, structural components, driveway, garage, exterior site improvements, built in air conditioning equipment, water heater, water softener (if any is installed in the premises at the time of this lease), appliances provided with the premises pursuant to this lease (except if misuses by tenant), building exterior surfaces, and utility service facilities (such as exterior water lines, meters, gas lines, electric lines, sewer pipes, service the premises) Landlord shall keep in full force the insurance require of it pursuant to this Lease and shall timely pay all real property taxes on the premises.

**14. House Rules:** Tenant agrees to abide by an and all reasonable house rules concerning such matters as noise, odors, disposal or refuse, pets, parking and use of the common area. Any house rules, which are in effect at the time of the execution of this lease, are attached as an addendum to his document. Any house rules adopted after execution of this lease shall be promptly provided by tenant in writing in accordance with the notice provisions of this Lease. Tenant will also comply with all rules and regulations of the Homeowner's Association, if any.

**15. Vehicles:**

A. Tenant represents that Tenant owns the following vehicle(s), which will be parked at the premises:

\_\_\_\_\_ No other vehicle shall be

\_\_\_\_\_ Tenant Initials

regularly parked at the premises. Tenant shall notify landlord immediately if any of the above vehicles are sold or replaced with any other vehicles.

B. NO AUTOMOBILES, TRUCKS, TRAILERS, NOR OTHER VEHICLES ARE TO BE DRIVEN OR PARKED ON LAWN AREAS. All vehicles found parked on the lawn areas will be towed immediately, without additional notice, at the Tenant's expense.

C. Disabled vehicles and/or vehicle parts shall be towed or removed from the premises after a seven (7) day written notice is given to the Tenant. THE TENANT AGREES TO PAY ALL TOWING AND STORAGE CHARGES TO REDDEEM VEHICLE.

D. Tenant will be charged \$50.00 per occurrence for each violation of the above vehicle restrictions.

**16. Pets: (Pet Addendum Attached)**

A. No pets will be brought on the premises, inside or out, even temporarily without prior written consent of the Landlord. Any animal(s) on the premises shall be the responsibility of the Tenant who accepts full liability for any damaged or injury caused by the animal(s) to anyone or to the premises during the term of tenancy.

B. No outside doghouses, pens, fences, cages, ect., may be erected without prior written consent of the Landlord.

C. Tenant will be charged \$25.00 per day, or any fraction thereof, that any pet, other than those agreed to in writing, is on the premises, whether visiting or otherwise.

D. No Rottweilers, Pit bulls, boxers or any other aggressive bred dogs allowed.

**17. Condition of Premises:** The tenant has examined the premises before signing this lease and agrees that the premises, building, equipment, fixtures, appliances, and the room or rooms of the building are in good sanitary condition. Prior to accepting possession of the premises, Tenant shall provide Landlord with a list of any noted damage to the unit, equipment, fixtures, or appliances. Possession shall be deemed to the acceptance of the premises in "as-is" condition unless such list is delivered before possession.

**18. Waiver of Implied Warranty of Habitability:** LANDLORD HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF HABITABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OF THIS PREMISE, WITHOUT LIMITATION. TENANT HEREBY ACKNOWLEDGES SUCH DISCLAIMER AND HEREBY WAIVES ANY AND ALL CLAIMS FOR LOSSES OR DAMAGES OF ANY KIND BASED UPON ANY IMPLIED WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISE.

**19. Alterations and Repairs:**

A. Tenant shall not paint, wallpaper, nor otherwise redecorate the premises nor shall additional appliance or special electrical or mechanical equipment be installed or operated without the prior written consent of the Landlord. Tenant shall not install any additional locks nor change existing locks. The Tenant will post no signs on the property. The landlord will not be obligated in any way to pay, indemnify, nor insure any contractors or other service persons performing at the request of the Tenant and not directly hired by the Landlord. Neither Tenant, nor anyone acting on behalf of or at the direction of Tenant shall do anything to cause a lien, assessment, or any other cloud upon the title to be placed against the premises.

B. Landlord shall have the right to make any and all repairs, replacements, and alterations to the premises, which landlord deems appropriate. Landlord shall provide Tenant with reasonable notice of such work.

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**20. Insurance:** The landlord will insure the building and his property only, not the Tenants property in or on the premises. The tenant agrees to insure Tenants own personal property and liability and agrees to make no claim against the Landlord for any loss or damage regardless of whatever causes such loss. Tenant shall provide a certificate of insurance to landlord prior to possession of the premises by Tenant. Landlord reserves the right to require additional coverage and to require that subrogation shall be waived by Tenant's insurer.

**21. Destruction or Condemnation:** In the event the property becomes uninhabitable during the term or extended term of this lease, do to no fault of the Tenant, Tenant and Landlord shall each have the right to declare this Lease to be terminated as of the date of such uninhabitability, in which event the landlord shall refund any prepaid rents with in (10) ten working days. The landlord shall not be held accountable or legally obligated to perform any further services or to pay any damages and shall refund all or part of the Security Deposit if the Tenant is entitled thereto under Section 7 hereof.

**22. Entry and Inspection:** The Landlord, his assigned agent(s), and/or his employees may enter the premises at any reasonable hour with reasonable notice to inspect, repair maintain, improve or show the premises. If service personnel, landlord, his agents or his employees are restricted from entrance for any reason (such as but not limited to, changed locks, pets, entry refused by occupants, ect.) the Tenant will pay a service charge to Landlord based on the prevailing rate for such services. If said entrance restrictions occurs during the showing of a premises for rental or sale this charge will be tripled. The landlord shall have the right to retain and use a passkey to the premises. The Landlord hereby reserves the right to affix "For Rent" and/or "For Sale" signs on the property. The exercise of these rights of the Landlord shall never be deemed an eviction or disturbance of Tenant's peaceable use and possession of the premises and shall never render the landlord liable in any manner to Tenant or any person(s) in the premises. Upon request received from any law enforcement agency, landlord may permit entry of representatives of such agencies for any legitimate and reasonable purpose, and tenant hereby waives and all right to object to such entry and any reasonable inspection and waives all claims against landlord for such entry and inspection.

**23. Health Hazards and Termination:** Landlord shall have the right, upon notice to Tenant, to enter the premises and test for and remediate any and all potential health hazards which might exist in the premise, including, but not limited to asbestos, lead (in paint, plumbing, or otherwise), radon, and urea formaldehyde. Landlord shall have the right to terminate this lease following reasonable notice to Tenant in the event that Landlord, the health and hospital corporation of Marion County, the Indiana Department of Environmental Management, or any other governmental authority or court administrative body with competent jurisdiction shall determine that an actual or potential health hazard exists in or near the premises and that the health of Tenant of any other occupant of the premises is threatened in any way by such hazard. In the event of such termination, landlord shall pay the reasonable moving costs of Tenant, shall repay any prepaid rent, shall return all tenant's security deposit, an shall waive all damages incurred by landlord for unpaid rent following the date of notice to tenant of the potential health hazard, and tenant shall thereupon be deemed to have waived, to the extent permitted by law, any and all claims, known or unknown and actual or contingent against Landlord for damages based on the existence of such alleged health hazard.

**24. Smoke Detectors:** Tenant hereby acknowledges that Landlord has installed (2) two functional smoke detectors in the premises, in accordance with applicable laws and ordinances. Said smoke detectors were tested on this day by Landlord in Tenant's presence is found to be operational. At least once each monthly Tenant shall test such smoke detectors to insure that they are in operational condition. \_\_\_\_\_ **Tenants Initials.**

A. In the event that one or more of the smoke detectors shall not be in operational condition. Tenant shall immediately advice Landlord in writing and Landlord shall be responsible for prompt installation and/or replacement of each defective smoke detector or battery. Tenant shall not tamper with or remove any smoke detector or battery but shall allow landlord to perform any and all maintenance of the smoke detectors and replacement of the batteries.

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B. Tenant agrees to keep a working battery installed in each of the smoke detectors at all times. IN the event that one or more of the smoke detectors shall not be in operational condition. Tenant shall immediately advice landlord in writing and landlord shall be responsible for prompt installation and/or replacement of each defective smoke detector. Tenant shall not tamper with or remove any smoke detectors but shall allow landlord to perform any and all maintenance of the smoke detectors.

C. In the event that one or more of the smoke detectors shall not be in operational condition, Tenant shall immediately replace each defective smoke detector or battery and provide landlord written notification of the location and make/model and/or serial number of each replacement smoke detector.

Tenant shall immediately replace any batteries, which have been removed by tenant, with or without permission of Landlord, at tenant's sole expense. Under no circumstances shall tenant render a smoke detector non-operational. Tenant hereby grants to landlord the right to inspect the premises for operational smoke detectors not less often than each there calendar months. Tenant hereby acknowledges that Landlord has a duty to provide to the county prosecutor any and all evidence of violation of Tenant's statuary duties with respects to maintenance and non interference with said smoke detectors. Landlord hereby advises tenant that the serial numbers and/or make/model of the smoke detectors located within the premises, installed by landlord, and presently in good operational condition.

**25. Alleged or Actual Criminal Activity:** Tenant shall not commit and shall not permit any person on the Premises to commit any crime, including, not limited to the following:

A. "Drug Related Criminal Activity," which means the illegal manufacture, sale, distribution, use. Or possession with the intent to manufacture, sell, distribute, or use of controlled substance (as defined in section 102 of the Controlled Substance Act, 21 U.S.C. 802);

B. Intent to facilitate criminal activity; us of the premises for or for the facilitation of criminal activity; unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, as defined in Indiana Code article 35-48, at any location, whether or not at the premises;

C. Engaging in any illegal activity, including, but not limited to, any act defined or described in Indiana Code Sections 35-42-4-2, 35-45-9-1, and 35-45-2-1; and

D. Any breach of this lease which jeopardized the health, safety, or welfare of the Landlord, his agent, other Tenants, or any other persons, or involving imminent or actual serious property damage.

Conviction of any crime shall not be condition precedent to the declaration of a material event of default by Landlord ad a result of the above actions, and Landlord shall be allowed to rely upon the evidence presented by the Police, Marion county Prosecutor, neighbors, or personal observation to establish by a preponderance of the evidence that one or more of the above enumerated crimes were probably committed on the premises during the term of this lease. Tenant hereby agrees that a default under this subsection shall not be curable and that Landlord's determination that a crime was probably committed shall irrefutable.

**26. Defaults by Tenant:** Each of the following shall constitute a material event of default under this lease:

A. Nonpayment of rent, late charges, and any and all other amounts which may become due Landlord from tenant within (5) five business days following the last day of the month;

B. Failure of tenant to perform any duty set forth in the lease;

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- C. Any action by tenant that is prohibited by this lease;
- D. Failure of Tenant to take such action or to refrain from taking such action as shall be necessary to cure continuing violations of laws, rules, ordinances, or regulations of governmental authorities or applicable subdivision or condominium governing committees;
- E. Abandonment of the premises before the end of the term or extended term of this Lease; and
- F. Any misrepresentation of this lease application or any other data executed or provided by Tenant or Guarantor.

**27. Landlord Remedies:** Upon the occurrence of any event of default which shall remain uncured, Landlord shall have all rights, powers, and privileges contained in this Lease and at law or in equity, including, but not limited to, the following:

- A. The right to declare this Lease immediately terminated, to reenter the premises, and to remove tenant and tenants possessions; in such event, tenant shall peacefully surrender possession of the premises to Landlord; and
- B. The right to recover from Tenant any and all past due and accrued rent, future rent through the end of the current lease term, and all costs and expenses of returning the premises to good rentable condition and reletting the premises to a satisfactory replacement tenant; and,
- C. The right to pursue any other remedy now or hereafter available to Landlord under the laws and judicial decisions of the State of Indiana.

Under no circumstance shall landlord be liable to tenant for damages to personal property or reputation of Tenant, which may be caused by eviction of Tenant following a judicial termination that Landlord is entitled to possession of the premises. Tenant shall be responsible to Landlord and Landlord's agents and judicial officers, if appropriate, for payment of all costs and expenses of eviction and removal and storage of personal property of tenant or others. In all events tenant shall be responsible to landlord for payment of any or all court costs and fees, payments made to tenant to induce tenant to move, reasonable attorneys' fees, reasonable collection costs, and costs and expenses of litigation and repossessions, without limitation, which shall be incurred by Landlord following and event of default by Tenant. Tenant agrees that any third party who moves and/or stores tenant's possessions shall acquire a warehouseman's lien on those stored possessions and if they are not timely reclaimed, the warehouseman may sell the subject goods in payment of the storage costs, transfer costs, and all other related fees and costs. The Tenant further agrees to pay \$59.00 for each eviction filed, plus an hour labor charge of \$50.00 for procession the eviction, in addition to the above expenses and fees.

In addition to all other charges stated herein, Tenant further agrees to pay interest at the rate of one and one-half percent (1.5%) per month, or eighteen (18%) annual percentage rate, in arrears, on any amounts which shall remain due and payable to Landlord more than fifteen (15) days and upon any amounts which shall become due and payable by Tenant to Landlord following an event of default from and after the date of such amount shall become due. Any and all amounts which become due Landlord from Tenant, whether before or after an event of default, shall be deemed to be "rent" and Tenant shall be liable for payment thereof in accordance with this lease or within five (5) business days following written demand for payment by Landlord, whichever shall occur earlier.

**28. Abandonment:**

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- A. The demised premises shall be considered abandoned if:
1. The tenants have failed to pay, or have failed to offer to pay, rent due under the rental agreement; and,
  2. The circumstances are such that a reasonable person would conclude that the tenants have surrendered possession of the dwelling unit.
- B. Tenant may not be liable for the cost of removing and storing personal property abandoned by the Tenant if Tenant relinquishes in writing all claims to such abandoned property and authorize its disposal by Landlord, in which case landlord shall be entitled only to Handling costs. In the event that after notice Tenant shall not relinquish all claims to the abandoned property and shall refuse to remove the abandoned property from the premises or landlord's possession, or in the event the tenant cannot be found within 10 calendar days with reasonable effort by landlord, then landlord shall have the option to elect to deliver the abandoned property to third parties free of any claims by Tenant or discard all such abandoned property (retaining non thereof for the use of Landlord). In the event that the proceeds to landlord from the sale of such abandoned property shall be less than the greater of the handling fee or handling costs, Landlord shall have the right to add such shortage to the damages payable by Tenant to landlord.
- C. Tenant agrees that any third party who moved and/or stores each abandoned property shall acquire a warehouseman's lien thereon pursuant to Indiana Code Chapter 26-7-6 and, if they are not timely reclaimed, the warehouseman may sell the abandoned property in payment of the storage costs, transfer costs, and all other related fees and costs. To the extent permitted by law, Tenant hereby waives receipt of personal notice that the abandoned property is to be sold by the warehouseman and hereby agrees that the address for notice purposes set forth herein shall be the address for personal service of notice under Indiana Code 26-7-8-2(b). Any such warehouseman is herein agreed by the parties to be an intended third party benefactor of this section 2b.

**29. Holdover Tenant:** If Tenant does not deliver possession by the agreed upon date, rent for the next rental period shall be due. In the event of such an unauthorized holding over by Tenant, the possession of Tenant shall be deemed to be that of a trespasser and the liquidated damages payable by Tenant during such holdover period shall be equal to two hundred percent (200%) of the rent described in the Lease, prorated on a daily basis. In addition, such holdover tenant shall be liable to Landlord for all expenses, payments, charges, obligations, liabilities, remedies, and duties described in this Lease and shall be deemed to have indemnified landlord from any and all losses, costs, or other liabilities which landlord may incur by reason of such holding over, including liability of Landlord to other tenants who shall have executed a written lease for rental of the premise, marketing expenses, legal fees, court costs, litigation expenses, moving expenses, ect. Tenant shall be responsible to Landlord and landlord's agents and judicial officers, if appropriate, for payment of all costs and expenses of eviction and the removal and storage of personal property of tenant. Tenant agrees that any third party who moves and/or stores tenant's possessions shall acquire a warehouseman's lien on those stored possessions and, if they are not timely reclaimed, the warehouseman may sell the subject goods in payment of the storage costs, transfer costs and all other related fees and costs.

**30. Indemnification and release:** Tenant hereby indemnifies, agrees to hold harmless Landlord, and agrees to protect and defend landlord from and against any and all damages, claims and liabilities arising from or connected with Tenant's control or use of the premises. Tenant's obligations to landlord shall include any litigation commenced by or against tenant by a third party whom names or joins landlord in such litigation. This indemnification shall include without limitation, all landlord costs, fees and expenses, which shall be incurred by Landlord in connection with prosecuting or defending any such claim, action or proceeding. Tenant does hereby release landlord from any and all liability for any accident, damage or injury which may be caused to any person or property, including the property of Tenant, on or about the premises, including any damages which may be caused by bursting or leaking of pipes.

**31. Quiet enjoyment:** Except as set forth in this lease, landlord covenants and agrees that if the tenant shall perform all of the covenants and agreements wherein stipulated to be performed of the part of the Tenant, the tenant shall at all times during the term hereof have the peaceful and quiet enjoyment and possession of the premises without any manner of hindrance from the Landlord of any person lawfully claiming through the Landlord.

**32. Notices and Management:** Any notice which landlord may be required to give may be served in person or by mailing the same, postage prepaid, to Tenant at the premises or such other places as maybe designated by tenant in writing from time to time. Should tenant violate any terms of this Lease, this lease shall be considered notice of intent to file legal action and no further notice need be served.

**Tenant is hereby advised that the premises are under the management of \_\_\_\_\_ Whose address and telephone number is as Follows:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tenant is further advised by Landlord that the person who is authorized to receive service of process and to receive and receipt for notices and demands is \_\_\_\_\_ whose address is as follows: \_\_\_\_\_ Tenant is hereby requested to correspond directly with the above named persons. At the termination of possession of the premises tenant shall deliver written notice to lessor by Certified Mail, with a return receipt requested, of Tenants forwarding address. In the event that tenant shall fail to provide written notice to landlord following such termination, then for purposes of providing notice of default, and itemized list of damages, notice of intent to withhold al or party of the security deposit (is applicable), and services of process following default and vacation of the premises, unless and until an Landlord shall have received notice from Tenant by certified mail, return receipt requested, to the contrary and naming a different person to receive notice or indication a new address to which landlord is to send notices, the following person and address are herewith designated as the person and address to whom and to which such notices, lists, and summons shall be sent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Initials of Tenants**

In default thereof, Lessor may serve notice and summons upon the Clerk of the Township Small Claims Court in \_\_\_\_\_ County, Indiana, which has jurisdiction over landlord and tenant disputes involving the leased premises. All other notices and demands authorized or required or required to be given by Lessor to Lessee hereunder may be hand delivered or mailed to lessees at the leased premises.

**33. Waiver; Venue:** No failure of the Landlord to enforce any provision hereof shall be deemed a waiver, nor shall acceptance of the partial payment of the rent be deemed a waiver of the Landlord's right to the full amount thereof.

Notwithstanding anything contained herein or at law or equity to the contrary. Tenant hereby waives any and all claims for loses or damages against landlord and all of landlord's agents and employees to the extent that such claims shall exceed the amount of rent described hereinabove for the person commencing on the date of alleged landlord default ending upon the date tenant shall have vacated the premises. Such waiver shall not affect the rights and liabilities of Landlord and tenant with respect to the Security Deposit. The parties agree that the exclusive venue for all litigation involving this lease or enforcement shall be in court domiciled in county of residences, state of Indiana.

\_\_\_\_\_ Tenant Initials

**34. Joint and Several Liability:** All persons executing this Lease as "Tenant" or "Guarantor" expressly acknowledge and agree that they shall be jointly and severally liable for each and every term, provision, covenant and condition of "tenant" expressed in this Lease, without limitation. In the event that one or more of the undersigned Tenants shall vacate or abandoned the premises and shall thereafter be unwilling or unavailable to execute modifications of this Lease, such individuals shall nevertheless remain jointly and severally liable with other signatories as Tenant hereto for payment of the rent expressed in this lease as of this dated and for the remainder of the Lease term and for any all extended terms until the termination of tenancy shall remain liable for any and all damages, defects, costs, expenses and other amounts which may become due and payable to Landlord in accordance with this Lease, notwithstanding that such individual may no longer be in possession of the premises. An individual executing this Lease as Tenant or Guarantor may be released from his or her obligations hereunder only in the following ways:

- A. Satisfaction in full terms, provision, covenant, and conditions of this Lease, as amended from time to time, by tenant;
- B. Written release thereof by Landlord; or
- C. Order from a court of competent jurisdiction releasing such individual from liability.

No release of liability of any Tenant or Guarantor from liability under this lease shall have the effect of releasing the liability of any other tenant or guarantor.

**35. Subletting or Assignment:** The tenant shall not assign or convey this lease or any interest thereof, sublet any portion of this premises, or allow any person not listed herein to reside on the property without prior written consent of Landlord.

**36. Interpretation:** In interpreting this lease, all captions and titles shall be disregarded, and, when applicable, the singular of any word shall mean or apply to the plural, and masculine form shall mean and apply also to feminine and neuter and vice versa.

**36. Interpretation:** In interpreting this Lease, all captions and titles shall be disregarded, and, when applicable, the singular of any word shall mean or apply to the plural, and masculine form shall mean and apply also to feminine and neuter and vice versa.

**37. Further Conditions:** Tenant is receiving a copy of this Lease as of signing. A fee of \$50.00 is required to obtain another copy.

**38. Limitation of Landlord's Liability:** The term "Landlord" as used in this lease, as far as covenants or agreements on the part of Landlord are concerted, shall be limited to mean and include only the owner or owners of landlord's interest in this lease at the time in question, and in the event of any transfer or transferees of such interest, except a transfer by way of security, Landlord herein named (and in the case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all liability as respects the performance of any covenants or agreements on the part of Landlord contained in this lease thereafter to be performed, provided that any funds in the hands of such landlord or then transferor at the time of such transfer in which tenant has an interest shall be turned over to the transferee and any amount then due and payable to Tenant by Landlord or then transferor under any provisions of this lease, shall be paid to tenant, and provided further that upon any such transfer, the transferee shall be deemed to have assumed, subject to the limitations of this paragraph, all the covenants, agreements and conditions in this lease contained to be performed on the part of the Landlord, it being intended hereby that covenants and agreements of Landlord contained in this lease shall subject as foresaid be binding on Landlord its successors and assigns, only during and in respect of their respective successive periods of ownership. In any event and notwithstanding any other provisions of this lease, neither landlord nor any officer, director, agent, partner, beneficiary, trustee, or employee of landlord or any subsequent owner of the Real Estate shall be personally responsible or liable for this performances or nonperformance of any agreement, covenant, or obligation of Landlord contained in this Lease, and the tenant shall look solely to the premises as the sole asset for the payment and satisfaction of all obligations and liabilities hereunder of landlord or any subsequent owner of the real estate.

\_\_\_\_\_ Tenant Initials

**39. Lead-Based Paint:** The purpose of this section is to comply with the provisions of 24 C.F.R. part 35 and 40 C.F.R. Part 745 involving the disclosure of known lead-based paint hazards within rental properties constructed prior to 1978.

**Lead Warning Statement:** *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

Landlord's Disclosure (please initial)

a. Presence of lead-based paint or lead-based paint hazards (check one below)

\_\_\_\_\_ known lead-based paint and/or lead-based paint hazards are present in housing:  
(explain)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Landlord has no knowledge of Lead-Based paint and/or lead based paint hazards in the housing.

b. Records and reports are available to Landlord (check one below)

\_\_\_\_\_ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Landlord has no record or records pertaining to lead based paint and/or lead-based paint hazards in the housing.

Tenants Acknowledgements: (Please Initial)

\_\_\_\_\_ c. Tenant has received copies of all information listed above.  
\_\_\_\_\_ d. Tenant has received the Pamphlet Protecting your Family From Lead In Your Home.

Agent's Acknowledgement (Please Initial)

\_\_\_\_\_ e. Agent has informed the Landlord of Landlord's obligations under 42 U.S.C 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Federal law requires that this section of the Lease be retained by Landlord and Agent not fewer than three (3) years.

\_\_\_\_\_ Tenant Initials

**THE UNDERSIGNED HEREBY ACKNOWLEDGE READING, UNDERSTANDING, AND AGREEING TO THE ABOVE. THIS LEASE AGREEMENT CONSTITUTES ALL AGREEMENTS BETWEEN THE LANDLORD AND THE TENANT AND NO ORAL MODIFICATIONS OR AGREEMENTS EXISTS. ANY CHANGES IN THE AGREEMENT SHALL BE MADE IN WRITING AND SIGNED BY BOTH THE LANDLORD AND THE TENANT. ALL COVENANTS AND REPRESENTATIONS HEREIN CONTAINED ARE BINDING UPON AND SHALL INCUR TO THE BENEFIT OF THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATION, AND ASSIGNS OF THE LANDLORD AND THE TENANT.**

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

Landlord and or Agent: \_\_\_\_\_

By: \_\_\_\_\_

Date Accepted by Landlord \_\_\_\_\_

\_\_\_\_\_ Tenant Initials

# Standard Pet Addendum

\_\_\_\_\_ (hereinafter "landlord") and  
\_\_\_\_\_ (hereinafter  
"Tenant") hereby acknowledge the existence of a certain Residential Lease between  
them dated \_\_\_\_\_ regarding the property located  
\_\_\_\_\_ and in return for adequate  
consideration, of which the sufficiency and receipt of same is hereby acknowledged,  
agree that aft provisions of the original Lease are to remain in force with the exception  
of those which are modified by this or any prior Addendum. Tenant desires to keep a  
pet named \_\_\_\_\_ hereinafter known as Pet, and  
described as \_\_\_\_\_ in the dwelling Tenant  
occupies under the Lease referred to above, and because this Lease specifically  
prohibits keeping pets without the Landlord's permission, Tenant agrees to the following  
terms and conditions in exchange for this permission:

- 1) Tenant shaft keep Pet under control at all times.
- 2) Tenant shall keep Pet restrained, but not tethered, when it is outside their dwelling.
- 3) Tenant shall adhere to local ordinances, including leash and licensing requirements.
- 4) Tenant shaft not leave Pet unattended for any unreasonable periods.
- 5) Tenant shall clean up after Pet and dispose of Pet's waste properly and quickly.
- 6) Tenant shall not leave food or water for Pet or any other animal outside their dwelling where it will attract other animals.
- 7) Tenant shall keep Pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Landlord or its agent.
- 8) Tenant shall provide Pet with regular health care, to include inoculations as recommended and shall provide Landlord with written evidence of such health care provided to Pet.
- 9) Tenant shall provide Pet with an identification tag.
- 10) Tenant shall get rid of Pet's offspring within eight weeks of birth.
- 11) Tenant shall pay immediately for any damage, loss, or expense caused by Pet, and in addition, Tenant will add \_\_\_\_\_ to their security/cleaning deposit, any of which may be used for cleaning, repairs, or delinquent rent when Tenant vacates. This added deposit, or what remains of it when pet damages have been assessed, will be returned to Tenant within 14 days after they have proved that they no longer keep this Pet and any damages caused by Pet are repaired, unless the term or extended term ends within 60 days and the tenant has not yet renewed.
- 12) Tenant agrees that this Addendum applies only to the specific pet described above and that no other pet may be substituted.
- 13) Tenant shaft furnish Landlord with a picture of Pet.
- 14) Tenant acknowledges that Landlord reserves the right to revoke permission to keep Pet should Tenant break this Addendum. .
- 15) Tenant shaft pay an additional \_\_\_\_\_ rent per rental period until they have proved that they no longer keep this Pet.
- 16) ABSOLUTLY NO ROTTWEILERS, PIT BULLS, BOXERS OR OTHER "AGGRESSIVE" DOGS ALLOWED.

Dated: \_\_\_\_\_

Landlord/Agent: \_\_\_\_\_

Tenant: \_\_\_\_\_

\_\_\_\_\_ Tenant Initials

Tenant: \_\_\_\_\_

## Standard Lease Addendum

\_\_\_\_\_  
(Hereinafter "Landlord") and \_\_\_\_\_ (hereinafter "Tenant")  
hereby acknowledge the existence of a certain Residential Lease between  
them dated the \_\_\_\_\_ regarding property located at:  
\_\_\_\_\_; and in return  
for adequate consideration, of which the sufficiency and receipt of same is  
hereby acknowledged, agree as follows:

1. That all provisions of the original Lease Agreement are to remain in  
force with the exception of those which are modified by this or any prior  
addendums;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Landlord/Agent: \_\_\_\_\_

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_

\_\_\_\_\_ Tenant Initials