

## RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (this "Lease") is made and entered into on [\_\_\_\_\_, 20\_\_] by and between Landlord (defined below) and Tenant (defined below). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises (defined below), for and subject to the terms and provisions set forth in this Lease.

1. Parties and Premises.

(A) As used in this Lease, "Landlord" means [\_\_\_\_\_].

(B) As used in this Lease, "Tenant" means [\_\_\_\_\_]. The individuals comprising Tenant and the children of such individuals, as set forth below, shall be the only occupants of the Premises. As of the date of this Lease, the children of the individuals comprising Tenant are [\_\_\_\_\_].

(C) As used in this Lease, "Premises" means that certain residence situated in [\_\_\_\_\_] County, Indiana and having an address of [\_\_\_\_\_].

2. Term. Subject to the terms and provisions of this Lease, Landlord leases the Premises to Tenant from twelve o'clock noon on [\_\_\_\_\_, 20[\_\_\_] until 11:59 p.m. on [\_\_\_\_\_, 20[\_\_\_], (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including without limitation, payment of Rent (defined below) and other amounts due to Landlord, Tenant shall enjoy quiet possession of the Premises, without hindrance from Landlord or any party claiming by, through or under Landlord, subject to the terms and conditions of this Lease. If for any reason Landlord is unable to deliver possession of the Premises to Tenant on the date specified above, then Landlord shall not be liable to Tenant for any resultant loss or damage and this Lease shall not be affected, except that the commencement of this Lease shall be extended by one (1) day for each day of such delay.

3. Rent.

(A) The total amount due under the Lease for the Term is \$[\_\_\_\_\_]. Rent for the Premises shall be paid in monthly installments of \$[\_\_\_\_\_] payable in advance, on or before the first day of each calendar month during the Term of the Lease at the location set forth below, without notice or demand ("Rent").

(B) Tenant shall also pay additional rent of \$[\_\_\_\_\_] per month to Landlord for [\_\_\_\_\_] ("Additional Rent"). Additional Rent shall also include any other amounts payable by Tenant to Landlord under this Lease.

(C) Unless Landlord notifies Tenant of a change in address, all payments must be mailed or delivered to Landlord at the following address: [\_\_\_\_\_].

(D) Rent for any partial month during the Term will be prorated accordingly, on a per diem basis. The first (1st) monthly installment of Rent shall be paid to Landlord contemporaneously with the execution of this Lease.

(E) Rent (including any Additional Rent) is due on the first (1st) day of each calendar month. Any payments paid after the [\_\_\_\_\_] day of any calendar month shall be deemed late. Any late payments

shall be charged a \$[ ] late fee for the first day rent is late. An additional fee of \$[ ] per day shall be assessed for each additional day Rent is late, until Rent is paid in full. Additionally, any Rent (including any Additional Rent) due to Landlord that is not paid when due shall bear interest, from the date due, at a rate of eighteen percent (18%) per annum. All late fees and interest shall be deemed Additional Rent payable by Tenant.

(F) Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. **PURSUANT TO INDIANA CODE 24-4.5-7-202, A FEE OF \$25.00 SHALL BE APPLIED BY LANDLORD TO ANY DISHONORED CHECK, WHICH FEE SHALL BE DEEMED ADDITIONAL RENT.** Any additional bank and handling charges that are assessed in the event of a dishonored check shall also be deemed Additional Rent. Landlord may require Tenant to replace any dishonored check with a money order, cashier's check, or bank check. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or bank check.

(G) Acceptable forms of payment of Rent (including Additional Rent) are (*select all that apply*):  personal check,  cashier's check,  bank check,  money order, and  ACH Direct Deposit (*separate instructions for ACH Direct Deposits will be provided to Tenant by Landlord*). No other forms of payment will be accepted by Landlord.

4. Security Deposit. Contemporaneously with the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$[ ] as security for the return of the Premises at the expiration of the term of this Lease in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of the Lease. Landlord may retain the Security Deposit for nonpayment of Rent or Additional Rent, damage to the Premises, replacement of damaged or missing items on the Premises, cleaning of the Premises beyond normal wear and tear, and/or to perform any obligation Tenant fails to perform under this Lease, or in connection with Landlord's remedies under this Lease. Tenant may not elect to use the Security Deposit as payment for any rent Tenant owes under this Lease. Any amount remaining from the Security Deposit, together with a written itemized accounting for any portion retained, will be returned by mail to Tenant not more than forty-five (45) days after expiration of the Term, provided that Tenant provides to Landlord, in writing, Tenant's new forwarding address. If Tenant consists of more than one person, Tenant agrees that Landlord may provide, at Landlord's discretion, the return or accounting to one representative of Tenant or pro-rata refunds to each person.

5. Utilities. Tenant shall be responsible for paying the following utilities for the Premises (*select all that apply*):  Water,  Sewer,  Electricity,  Gas,  Heat,  Air Conditioning,  Garbage,  Internet,  Cable/Satellite TV,  Telephone,  Association Fees, [ ] Other. Tenant shall arrange and pay for such utilities directly from the applicable service providers, and Landlord shall have no liability for any such utilities whatsoever. Tenant must transfer all utilities to be paid by Tenant into Tenant's name before moving into the Premises and maintain service throughout the Term of the Lease. Tenant shall pay all utility bills by the due date written on the applicable bill and include all late fees or other charges. If payment for the electrical, gas, water and/or sewer is not paid by the due date, the total amount will be treated as Additional Rent payable by Tenant and due to Landlord immediately. Tenant's failure to promptly pay for all utilities may result in a \$[ ] service charge.

6. Furnishings and Appliances.

(A) The following appliances are supplied with the Premises:  Refrigerator,  Stove/Oven,  Dishwasher,  Microwave,  Washer,  Dryer, and  Other \_\_\_\_\_ . Tenant agrees to keep all such appliances clean and in good repair, ordinary wear and tear accepted. Supplied appliances may not be removed from the Premises.

(B) The following furnishings are supplied with the Premises [\_\_\_\_\_] (the "Furnishings"). If any of the Furnishings break or are damaged, they are Tenant's responsibility to repair or replace. Landlord shall not have any obligation to repair or replace the Furnishings. Maintenance of the Furnishings is Tenant's sole responsibility, and Tenant will keep all such Furnishings in good repair, ordinary wear and tear accepted. Tenant's use of such Furnishings shall be "AS-IS" and at Tenant's own risk, and Landlord has not made, does not make and hereby disclaims any representations or warranties (including, without limitation, any warranty of merchantability or fitness for a particular purpose) as to the physical condition of the Furnishings or the suitability or usefulness of the Furnishings for Tenant's intended use. The Furnishings may not be removed from the Premises.

7. Use of Premises. The individuals named as "Tenant" in Section 1 of this Lease and any of their children named in such Section 1 are the only individuals who may occupy the Premises, and the Premises may be used only as a private residence for those individuals. Tenant may permit guests to stay with Tenant in the Premises for up to ten (10) days. Any guest staying with Tenant for longer than ten (10) days shall be considered an occupant of the Premises. Any guests of Tenant must abide by the applicable terms and provisions of this Lease, and Tenant shall be liable for any acts or omissions of Tenant's guests. Landlord must approve any change to those listed as Tenants in the Lease. If Tenant desires any change or increase to those shown as Tenants in the Lease, and provided any increase is not in violation of applicable occupancy codes, those individuals desiring tenancy must complete any application and approval process required by Landlord, in advance of any change, and after Landlord's approval must execute a new Lease. If Tenant fails to obtain Landlord's approval in advance of any change in occupancy, Tenant understands that this failure constitutes a Default as described in the Lease. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances in connection with the occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises. Tenant shall not use the Premises in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant agrees to limit use of the Premises to those uses consistent with the Premises' clean, safe, sanitary, and habitable condition. Neither Tenant nor Tenant's licensees or invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners. This prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions.

8. Pets. Pets are not allowed to reside in the Premises, unless written permission is granted by Landlord before the pet is moved in, which permission may be granted or withheld in Landlord's sole and absolute discretion. If allowed, pets will be subject to additional upfront and/or monthly fees, which will be non-refundable. The granting of consent for pets to others in properties owned by or under management of Landlord shall in no way be considered the granting of consent to Tenant.

9. Parking. If a garage for parking is present on the Premises, Tenant is permitted to use  parking spaces in the garage at a rental rate of \$[\_\_\_\_\_] per space, per month. Vehicles parked

at the Premises must be in working, drivable condition. Tenant may not repair Tenant's vehicles on the Premises or the surrounding property if such repairs take longer than one (1) day, unless in an enclosed parking garage. Vehicles may never, under any condition, be parked in or driven on the yard of the Premises. Tenant may not park more than one (1) vehicle at the Premises, per adult occupant of the Premises. Tenant has no rights in or to any particular parking space, and Landlord does not guaranty Tenant a parking space at the Premises or any property surrounding the Premises. If street parking is permitted by applicable laws, Tenant may be permitted to park vehicles on the street in front of the Premises in accordance with all such laws; however, Landlord does not guaranty the availability, quality or location of any street parking. In no event shall Landlord be liable for any damage or loss to Tenant's vehicles or to any personal property contained in such vehicles.

10. Surrender of Premises. Tenant will return the Premises to Landlord at the expiration of the Term in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. If Tenant fails to re-deliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement and cleaning. Tenant will surrender any keys and garage door openers for the Premises prior to the expiration of the Term. The cost of any work necessitated will be deducted from the Security Deposit, and if the Security Deposit is insufficient to cover work performed, Tenant will be obliged to pay the additional balance.

11. Check-In Inspection; Check-Out Procedure.

(A) Landlord (or a representative of Landlord) and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained in it will be sufficient and satisfactory proof of the condition of the Premises at the time of possession should a subsequent dispute arise. All systems and appliances on the Premises, including refrigerators, stoves, microwaves, dishwashers, washers, dryers, water heaters, furnaces, etc., will be deemed to be in working condition at the commencement of the Term, unless specifically noted to the contrary on the check-in inspection sheet. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Premises and is satisfied with the condition of the Premises, including all systems and appliances on the Premises. Taking possession of the Premises by Tenant is conclusive evidence to the fact that the Premises are in good order and satisfactory condition.

(B) Landlord (or a representative of Landlord) may, at its discretion, conduct a check-out/walk-through of the Premises when, or immediately before, Tenant re-delivers the Premises at the end of the Term.

12. Subletting; Assignment. Tenant shall neither sublet any part of the Premises nor assign the Lease, nor any interest in the Lease, without Landlord's prior written consent. Consent to a sublease or assignment shall be in the sole and absolute discretion of Landlord.

12a. Airbnb and Other Similar Sharing Services. Tenant may \_\_\_\_ / may not \_\_\_\_ [check one] list the Premises on Airbnb (or similar service).

13. Tenant's Maintenance and Care of the Premises.

(A) In addition to the duties imposed upon Tenant by this or other provisions of this Lease, Tenant shall at all times maintain the Premises in good condition and in reasonably clean and safe manner. In addition, Tenant shall not knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person within Tenant's control to do so. Tenant shall use felt pads, rugs or similar scratch prevention materials under all

furniture items or other items placed upon any hard surface flooring in the Premises. Bathmats or rugs shall be used on the floors in all bathrooms in the Premises to help prevent standing water on such floors. Tenant shall not place any additional locks on the Premises, including, but not limited to, exterior and interior doors. Landlord shall provide a key to the Tenant for the Premises and Landlord shall keep a duplicate key for access. Tenant shall not cause any of the locks or cylinders in the locks to be changed or re-keyed in any manner. Tenant must keep the Premises free and clear of all debris, garbage and rubbish.

(B) Except as may otherwise be permitted by applicable law, Tenant shall not perform or contract with third parties to perform any repairs of any kind on the Premises without the prior written consent of Landlord. If any repair which is the responsibility of either Tenant or Landlord becomes necessary, Tenant shall notify Landlord, in writing, as soon as possible and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at Tenant's sole expense and no deductions or offsets in Rent or Additional Rent will be permitted.

(C) Tenant shall not make any additions, improvements, or alterations to the Premises unless prior written consent is given by Landlord, which may be given or withheld in Landlord's sole and absolute discretion. Any additions, improvements, or alterations made by Tenant must be completed in compliance with all local, state, and federal laws. As used herein "additions, improvements, or alterations" includes, without limitation, lock changes, painting, replacing fixtures, installing wallpaper, attaching shelves, installing curtains or shades, or other permanent or semi-permanent changes to the Premises. Additionally, no trampolines, pools, satellite dishes, TV antennas, air conditioners, spas, swing sets, or other similar features shall be added to the Premises by Tenant unless express written permission is given by Landlord, which permission may be granted or withheld in Landlord's sole and absolute discretion.

(D) Tenant shall be responsible for all costs related to any repair or maintenance of any plumbing stoppage or slow-down caused by Tenant, whether accidental or purposeful. Tenant agrees not to place into any drain lines of the Premises any non-approved substances, such as cooking grease, sanitary napkins, diapers, children's toys or other similar object that may cause a stoppage. Tenant shall notify Landlord of any plumbing leak or slow drainage within twenty-four (24) hours. Landlord shall use reasonable efforts to remedy the plumbing problem. Tenant shall only use a plunger to attempt to fix a slow or stopped drain, and shall not pour chemical or other drain cleaners into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups occasioned by Tenant's negligence.

(E) It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Landlord has informed Tenant of the need for prevention of moisture in the Premises and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, and around outside walls) for mold prevention. In signing this Lease, Tenant has examined the Premises and certifies that Tenant has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are an important part of Tenant's Lease obligations.

(F) After the first ten (10) days of the Term of this Lease, pest control shall be the sole responsibility of the Tenant, including, without limitation, prevention and remediation. Tenant shall keep the Premises free of all pests, including without limitation, rodents, fleas, bed bugs, ants, cockroaches,

gnats, flies, and beetles. Tenant shall pay for all costs associated with remediating pests from the Premises and shall inform Landlord at first sighting of any pests in order to avoid any infestation of pests. In signing this Lease, Tenant agrees that Tenant has examined the Premises and certifies that it has not observed any pests in the Premises.

(G) To the maximum extent permitted by law, Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees or invitees of Tenant to grow, produce, possess, consume, use, smoke, or ingest any marijuana, cannabis or any products or ingestibles containing marijuana or cannabis in any location in, on or about the Premises; the foregoing prohibition to be absolute and without exception and shall include any growing, production, possession, use or consumption pursuant to any medical use or medical prescription, or any medical, retail or recreational marijuana activities that may otherwise be permitted under any local, state or federal laws, rules or regulations now or hereafter in effect. Tenant's violation of this Section shall be an immediate and incurable Default of this Lease.

(H) No ice melt, salt or similar product may be used on the Premises. Any damage to the Premises (including, without limitation, concrete walkways and stairs) caused by Tenant's use of ice melt, salt or similar product shall be the sole responsibility of Tenant, and Tenant shall be responsible for the cost and expense any repairs required as a result thereof.

(I) If a pool is present on the Premises, Tenant ( is /  is not) responsible for maintaining the condition of the pool. Tenant acknowledges that pools are potentially dangerous (especially to small children). Tenant assumes full responsibility for any injuries to Tenant and any family, visiting friends, dependents, guests, licensees or invitees of Tenant in connection with any pool on the Premises. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all penalties, damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from any pool on the Premises.

(J) Tenant ( is /  is not) responsible for lawn/yard maintenance and snow removal. If Tenant is responsible for lawn/yard maintenance, such maintenance shall include, without limitation, mowing, watering, edging and pruning of trees, shrubs and bushes, and Tenant shall at all times keep the lawn/yard of the Premises sufficiently watered, well maintained and in good condition. If Tenant is responsible for snow removal, Tenant shall promptly remove snow and ice from the sidewalks and walkways serving the Premises.

(K) If Tenant changes the locks without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall be responsible for all costs of Landlord to enter the Premises by force, including, without limitation, any damage to the Premises. If Tenant is locked out of the Premises, and Landlord must unlock the door for Tenant, then Tenant will be charged a \$[ ] service charge, to be paid as Additional Rent.

(L) The Premises has been equipped with  hard wired /  battery powered smoke detectors and carbon monoxide detectors. Indiana code 32-31-5-7 requires that (a) at the time the landlord delivers a rental unit to a tenant, the landlord shall require the tenant to acknowledge in writing that the rental unit is equipped with a functional smoke detector, and (b) neither the landlord nor the tenant may waive, in a rental agreement or a separate writing, the requirements under IC 22-11-18-3.5. Indiana Code 22-11-18-3.5 details the installation of smoke detectors according to code. Indiana Code 32-31-7-5 requires the tenant to ensure that each smoke detector installed in the tenant's rental unit remains functional and is not disabled. If the smoke detector is battery operated, the tenant shall replace batteries in the smoke detector as necessary. If the smoke detector is hard wired into the rental unit's electrical system, and the tenant believes that the smoke detector is not functional, the tenant shall provide notice to

the landlord by written notification of the need to replace or repair the smoke detector. Tenant agrees these detectors are in working order and agrees to periodically test and maintain the smoke detectors and keep them in working order.

(M) If the Premises is part of a multi-unit building, Tenant, shall have the non-exclusive right to use the common hallways of such building for access to and from the Premises, such use to be in common with Landlord, other tenants in the building and other persons permitted by the Landlord to use the same. If Tenant causes any damage to the common hallways, beyond normal wear and tear, Tenant shall pay as Additional Rent. All costs to repair such damage to Landlord within thirty (30) days after receipt of an invoice.

14. Landlord's Maintenance of the Premises. Landlord agrees to maintain the structure, roof and foundation of the Premises, and if provided for in the Premises, the heating and air conditioning system, hot and cold plumbing, sanitary sewer systems, ventilation, electrical systems and appliances of the Premises unless the repairs required are a result of any act or omission of Tenant (excluding normal wear and tear). In such case that the damage is a result of the act or omission of Tenant, Tenant will be responsible for all costs to repair such damage. Landlord will carry out all required repairs in as reasonable time as possible in accordance to applicable laws, but will not be liable to Tenant for any disruptions or inconvenience to Tenant as a result of damages or repairs or any claim that the Premises is uninhabitable (except to the extent of any non-waivable warranty of habitability provided by applicable laws).

15. Default. If Tenant is late in the payment of any installment of Rent or Additional Rent, or in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of [\_\_\_] days, then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (i) declare the Term of the Lease ended and Landlord shall notify Tenant to quit the Premises (Such Notice to Quit may be given verbally, in writing by US Mail or delivered to the Premises; and such verbal or written notification, by mail or delivery to the Premises, shall constitute sufficient notice and Tenant shall vacate the Premises in accordance with the Notice); (ii) Landlord may institute eviction proceedings against Tenant and all other persons residing in the Premises and/or take possession of the Premises.; (iii) recover all present and future damages, costs and other relief to which Landlord is entitled; (iv) pursue Landlord's lien remedies; (v) pursue breach of contract remedies; and/or (vi) pursue any and all available remedies in law or equity. If possession is terminated by reason of a Default before the Term expires, Tenant shall still be responsible for the Rent and Additional Rent occurring for the remainder of the Term, but Landlord will use reasonable efforts to mitigate such damages.

16. No Abandonment. If Premises shall be deserted or vacated by Tenant or the Tenant appears absent from the Premises and there is reason to believe that Tenant will not be returning to the Premises (as determined by Landlord in its reasonable discretion), and Tenant defaults in the payment of Rent, Landlord may consider Tenant in default under this Lease and may pursue all remedies available to it under this Lease.

17. Re-Entry & Remedies. If Landlord re-enters the Premises as a result of abandonment by Tenant:

(A) Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent due for the remainder of the Term, court costs and reasonable attorneys' fees;

(B) In accordance with all applicable laws, Tenant's personal property and the personal property of any guest, invitee, licensee or occupant may be removed from the Premises and left on the street or alley or, at Landlord's option, it may be removed and stored or disposed of at Landlord's sole

discretion. Any expense related to storage of Tenant's personal property is the sole responsibility of Tenant. Landlord shall not be deemed a bailee of the removed property, and Landlord shall not be held liable for either civil or criminal action as a result of the removal. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third-party and for any legal expense, cost, fine or judgment awarded to any third-party as a result of Landlord's actions pursuant to this Section of the Lease;

(C) Landlord may attempt to re-let the Premises for such rent and under such terms as Landlord believes appropriate;

(D) Landlord may enter the Premises, clean and make repairs and charge Tenant accordingly;

(E) Any money that Landlord receives from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

(F) Tenant will surrender all keys and peacefully surrender and deliver up possession of the Premises.

18. Default by Landlord. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice specifying the nature of Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default.

19. Indemnification; Insurance.

(A) Tenant shall indemnify, defend, and save Landlord harmless from all injury, loss, claim or damage to any person or property while on the Premises, or arising in any way out of Tenant's use or occupancy of the Premises and/or the Furnishings. Landlord and Landlord's agents, contractors, and employees shall not be liable for, and Tenant waives all claims for, damage to person or property sustained by Tenant, resulting from any accident or occurrence in, on or about the Premises and/or the Furnishings, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep the Premises and/or the Furnishings in repair; (iii) injury done or occasioned by wind, water, or other natural element; (iv) any defect in, or failure of, plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing-up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain or any other pipe or tank in, on or about the Premises and/or the Furnishings; (viii) the escape of steam or hot water; (ix) water, snow, or ice being on or coming through the roof, skylight, doors, stairs, walks, or any other place on or near the Premises; (x) the falling of any fixtures, plaster or stucco; (xi) fire or other casualty; (xii) any act, omission or negligence of co-tenants or of other persons or occupants of the Premises; and (xiii) any hazardous materials or conditions on the Premises and/or the Furnishings.

(B) Tenant shall, at Tenant's sole cost and expense, obtain renter's insurance covering the full value of all personal property of Tenant in the Premises, and providing liability coverage to Tenant in an amount not less than \$[\_\_\_\_\_], which policy shall name Landlord as an additional insured. Tenant shall maintain such renter's insurance at all times during the Term of the Lease. Tenant shall provide a certificate of insurance to Landlord demonstrating that Tenant has procured the required insurance coverage, within ten (10) days after the commencement of the Term of this Lease and within ten (10) days after any renewal or change in such insurance coverage. If Tenant fails to procure the

required insurance, allows such insurance to be cancelled or to lapse, or fails to timely provide the required certificates of insurance, the same shall be a Default of this Lease. Landlord, in its sole discretion and for its sole benefit, shall cause the Premises to be insured as it deems appropriate. Tenant shall have no right or claim to any insurance or insurance proceeds of Landlord. Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard, or contents insurance.

20. Holdover. Tenant must vacate the Premises and remove all of Tenant's personal property from the Premises before 11:59 p.m. on the date the Term expires. If Tenant fails to so vacate the Premises, Landlord may immediately commence eviction proceedings at its sole discretion. If, after the Lease expires, Tenant remains in possession of the Premises and continues to pay Rent without a written agreement as to possession (and Landlord accepts such Rent), then the tenancy will be regarded as a month-to-month tenancy, at a monthly rental of \$[\_\_\_\_\_], payable in advance, and subject to all the terms and conditions of the Lease.

21. Entry by Landlord. Landlord may enter the Premises (or cause its agents or contractors to enter the Premises) at reasonable hours for reasonable purposes (such as repairs, inspections or re-letting to prospective new tenants), after giving reasonable notice to Tenant. Landlord may also enter the Premises in the event of an emergency, without notice, or in the event of Tenant's abandonment of the Premises. Tenant's request for service or repairs shall be considered Tenant's approval of all necessary access to the Premises by Landlord or Landlord's agents or contractors, in connection with such service or repairs. If Tenant does not allow access to the Premises when Landlord or Landlord's agents or contractors have agreed to perform any services or repairs to the Premises, Tenant will be assessed a \$[\_\_\_\_\_] service charge, to be paid as Additional Rent. Landlord may also display "For Rent" or "For Sale" signs on the Premises, including, without limitation, in the windows of the Premises or the front yard.

22. Subordination. The Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Premises. Tenant agrees that from time to time it will deliver to Landlord or Landlord's mortgagee or designee within ten (10) days of the date of Landlord's or Landlord's mortgagees or such other designee's request documentation confirming the subordination of this Lease to any current or future mortgage or mortgages placed on the Premises by Landlord and Tenant's agreement to attorn to any party acquiring rightful possession of the Premises by or through any such mortgage.

23. Lead-Based Paint. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Tenant hereby acknowledges receipt of a Lead-Based Paint disclosure form and EPA Lead-Based Paint Advisory Pamphlet if home was built prior to 1978.

24. Miscellaneous.

(A) All notices required to be sent under the Lease must be in writing and either be: (i) delivered as provided by applicable law; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. certified mail, postage prepaid, return receipt requested. All notices required to be sent to Landlord must be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant may be sent or delivered to the Premises.

(B) In the event that Landlord commences legal action against Tenant to enforce any part of this Lease or applicable laws, Landlord shall be entitled to recover all costs and reasonable attorneys' fees incurred by Landlord in connection therewith.

(C) The Lease is governed by and construed in accordance with the laws of the State of Indiana. Venue is proper in the County in which the Premises are located.

(D) This Lease and any attached exhibits or addendums constitute the entire agreement between parties. Unless otherwise provided in this Lease, this Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

(E) The Section titles or captions in the Lease are for convenience only and shall not be deemed to be part of this Lease.

(F) Whenever the terms referred to in this Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to "Tenant" mean each and every person comprising Tenant or an individual person or combination of persons comprising Tenant as may be required by the specific context.

(G) No right under the Lease may be waived except by written instrument executed by the party who is waiving that right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

(H) If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance is found, at any time or to any extent, to be invalid or unenforceable, a legally valid provision as similar as possible to the invalidated provision will be substituted therefor, and the remainder of the Lease, or the application of that term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

(I) Tenant hereby understand and agrees that if Tenant leaves personal property within the Premises after vacating the Premises, then Landlord can determine that such property has been abandoned by Tenant. If Tenant abandons any personal property, then it shall be deemed that Tenant has specifically and irrevocably waived all title and interest in such property and grants Landlord the full authority to dispose of such property without notice, a court order, or accountability.

(J) TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

(K) This Lease shall be subject to, and Tenant shall comply with, all covenants, conditions and restrictions affecting the Premises, including, without limitation, the declaration, bylaws, and/or rules and regulations of any condominium association and/or homeowner's association governing the Premises (collectively, the "Association Documents"). Tenant's failure to comply with such covenants, conditions and restrictions, including, without limitation, the Association Documents, shall be a Default of this Lease. Additionally, Tenant shall immediately reimburse Landlord for any fines or other charges incurred by Landlord due to Tenant's violation of the Association Documents.

(L) Any partial payment made by Tenant will be allocated first to the payment of Additional Rent and second to unpaid Rent. Landlord's acceptance of any partial payment does not waive Landlord's

right to require immediate payment of the unpaid balance of Rent, or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

(M) No assent, express or implied, to any Default of any one or more of the agreements in the Lease will be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

(N) If more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that each and every person comprising Tenant are each, together and separately, responsible for all of Tenant's obligations.

(O) Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees or invitees of Tenant to smoke in the Premises, including, without limitation, the use of any vapor products.

(P) If any individual comprising Tenant dies before the end of the Term, any remaining individuals comprising Tenant shall continue to carry out the terms of the Lease. If the deceased individual is the sole Tenant under the Lease, a representative of the deceased Tenant may terminate this Lease by providing verified written documentation testifying to such Tenant's death.

(Q) Pursuant to Indiana Code 32-31-3-18, the person residing in Indiana to manage the Premises is: \_\_\_\_\_, Telephone # \_\_\_\_\_ and the person who is reasonably accessible to Tenant and is authorized to act as agent for Landlord is: \_\_\_\_\_, Telephone # \_\_\_\_\_.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year provided with their respective signatures below.

**TENANT:**

**LANDLORD:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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