

**LEASE
AGREEMENT**

Rental Address: _____

1. **DISCLOSURE:** Fox Property and Development, LLC manages this company as agent and representative of the owner of the property.

2. **PARTIES AND LEASE TERM:** Fox Property and Development, LLC ("Landlord"), and

_____ As
("Tenant") enter into this lease ("Lease") for property located at

_____ ("Residence") and all appurtenances for the term commencing at the time of Move-in date ("Move-In") of August _____ and terminating at 1:00 pm August _____ ("Termination Date") upon the terms and subject to the conditions set forth in this Lease.

All persons living in the Residence for three (3) or more consecutive days must sign this Lease as Tenants.

3. Tenant will provide Landlord with a current phone number and email address throughout the duration of the Lease.

4. **JOINT & SEVERAL LIABILITY:** ALL TENANTS AND GUARANTORS SIGNING THIS LEASE are jointly and severally liable for any breach of this Lease, meaning that each Tenant or Guarantor is held responsible for the acts or omissions of other Tenants signing this Lease, their guests, or any other persons on or near the Residence as a result of Tenant's occupancy.

5. **RENTS:**

A. **RENT:** The total rent for the term of this Lease is: \$ _____.

B. **INSTALLMENTS:** Rent for the term of this Lease is to be divided into twelve installments/ each to be paid in ONE payment. The payments are made in the following manner:

i. September through July installments are to be paid in advance in equal Monthly installments of \$ _____, without deduction or demand and must be received by Landlord on or before the first day of the month, either at the Landlord's designated remote location, or via U.S. Mail, first-class postage pre-paid, addressed to Landlord's office.

ii. PRORATED AUGUST INSTALLMENT of \$ _____ is due and shall be paid in advance no later than August _____.

iii. Landlord will only accept monthly installments in one method of payment. If Tenant remits payment by cash or check, Tenant shall pay the entire monthly rent in full

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with cash in one (1) instance or one (1) check. This applies to all residence, including multi- person units. Partial rent payments for multi-person units will not be accepted, unless Tenant pays a \$25.00 handling fee for each payment applied to any one (1) particular rent installment.

iv. All rent checks or money orders for this Residence are to be made out to:

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v. All rent checks or money orders may be dropped off Monday through Friday between the hours of 9:00 am – 5:00 pm OR mailed to the following address:

**Fox Property and Development, LLC
Attn: Justin Fox
6440 Wellston Dr.
Bloomington, IN 47408**

C. **HOLDOVER RENTS:** In the event Tenant remains in the Residence after the expiration of the term or any renewal thereof without having executed a new written Lease or Lease extension, such holding over will not constitute a renewal or extension of this Lease. Landlord, at its option, may elect to treat Tenant as one who has not removed all personal belongings at the end of the term, and be entitled to all remedies against Tenant provided by law in that situation; or Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease. Failure to vacate the Residence by the expiration of the lease term will result in a holdover charge of 200% of the normal rent. Holdover tenancy constitutes a breach of this Lease and all other leases between Tenant and Landlord. Tenant must remove all personal belongings from the Residence before Tenant is considered to have vacated the Residence.

6. **SECURITY DEPOSIT:** Tenant will pay a Security Deposit in the amount of \$ _____ at the lease signing that Landlord will hold until the Lease is terminated. As provided by Indiana law, Security Deposit returns will be post-marked within forty-five (45) days if Tenant provides a forwarding address and after the Termination Date of this Lease. Upon termination of this Lease, an itemized statement of damages and/or the balance of the Security Deposit remaining after deduction of applicable charges will be returned to the Tenant Representative as designated by Tenant(s) in Section 7. Tenant may **not** apply the Security Deposit to rent payments or any damage Landlord has invoiced Tenant for prior to the Termination Date.

A. Tenant authorizes Landlord to deduct the following charges from Tenant's Security Deposit, if applicable:

- i. unpaid rent;
- ii. unpaid fees and charges provided by the terms of this Lease;
- iii. any attorneys' fees, court costs, and/or other expenses incurred by Landlord because of a breach of any provision(s) of this lease by Tenant;
- iv. reasonable cleaning expenses including any related Management costs. Dirt is not normal wear and tear. Cleaning is not considered normal wear and tear. Landlord professionally cleans the Residence prior to each new Lease term;
- v. the cost of professionally cleaning the carpet and/or reconditioning the hardwood floors at the end of the Lease term and any related Management costs;
- vi. the full replacement cost of any repairs or replacements of any fixtures,

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- systems, or appliances; painting or refurbishing of the Residence in excess of reasonable wear and tear and any related Management costs;
- vii. the cost of bank charges incurred by Landlord for checks returned NSF and any related Management fees;
- viii. packing, moving and storage charges for removal of personal property as provided by this Lease;
- ix. any consequential damages incurred by Landlord, cause by Tenant's breach of the Lease;
- x. damages to any common areas caused by Tenant; and
- xi. any other charges permitted by law or this Lease to be assessed to Tenant.

B. Tenant paid the following amount at the time of the lease signing and/or the following payment terms apply:

Security deposit in the amount of \$ _____.

C. If the Security Deposit is inadequate to cover the deductions, Tenant is obligated to pay Landlord the amount by which the charges exceed the deposit. Tenant and Landlord agree that if this Lease is renewed or extended, or if a new Lease is entered into after the expiration of this Lease, that the Security Deposit will not be returned until the appropriate time following the expiration of such renewal, extension, or new Lease, unless an additional Security Deposit for the renewal, extension or new Lease has been paid by Tenant to the Landlord.

D. DAMAGES: Tenant is required to maintain the Residence in its current condition, and is responsible for any damages, including painting and cleaning costs or other charges delineated in Paragraph 6, beyond normal wear and tear to the Residence. Damages caused by Tenant, their guests, or any other persons on or near the Residence as a result of Tenant's occupancy shall be repaired by Landlord at Tenant's expense. Tenant will pay for repairs within ten (10) days of receiving notice of the cost of repairs. The cost of repairs includes overhead and profit percentage in addition to the cost of time and materials. Tenant will not be liable for ordinary wear and tear to the Residence.

7. **TENANT REPRESENTATIVE:** As designated by Tenant(s), _____ will serve as the "Tenant Representative" with whom Landlord may communicate regarding the Lease throughout the Lease term, including, but not limited to, arrangements for Move-In and Move-Out, showings and maintenance.

8. **DELINQUENT RENT, LATE FEES, BAD CHECKS:** Time is of the essence of this Lease. Landlord's ability to provide service to Tenant rests in large part on receiving monthly rental income promptly. Tenant shall be charged an administrative fee of \$50.00 for each payment not paid within seven (7) days after the due date. Partial payments or a returned check is considered nonpayment. There will be a \$30.00 charge for a returned check in addition to the late fees. Charges for fees or fines to Tenant's account balance are due and payable within thirty (30) days of the charge. All rents that are not paid within 30 days of due date will result in an additional \$200.00 charge and Landlord will proceed with the eviction and collections process for Tenant's account.

Any other charges beyond rent, not paid by Tenant within 30 days will also be subject to late fees. All payments made by Tenant shall be applied to the outstanding charges according to the date of accrual, with the oldest outstanding charges paid first. All sums

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as to which Tenant is in default of payment shall bear a delinquency fee in the amount of eighteen percent (18%) per annum thereon and shall be charged to the following month's payment.

- 9. **PARKING:** Tenant shall have the right to access and use _____parking space(s) located in the Residence designated parking area. The location, rules, and regulations governing access and use of such parking will be determined by Landlord. Tenant without demand or notice shall pay a monthly parking fee of \$_____, payable at the same time and in the same manner as the monthly rent installments. Tenant will only receive the number of parking passes that is allotted to them in this Lease. All Tenant vehicles in the designated parking area must have a Landlord issued parking sticker displayed in window at all times vehicle is parked on Residence or in reserved parking spots, or it may be towed at owner's expense. If a parking pass is lost, Landlord will charge Tenant \$50.00 for a replacement pass.

The parking lot(s) will be monitored by a towing company. Vehicles without Landlord issued parking passes, disabled or abandoned vehicles, or vehicles parked in unauthorized locations may be towed at vehicle owner's expense. Landlord is not responsible for **any** damages to cars in the parking lot at any time for any reason. Landlord is not responsible for securing Tenant any parking other than the parking spaced provided by this Lease and is not responsible for any changes in parking rates, regulations, or availability of any additional parking.

- 10. **UTILITIES:** Tenant is responsible for establishing utility services starting on the Move-In date of Lease and will pay for all utilities unless Landlord agrees otherwise. Landlord's initials below indicate landlord is responsible to pay or provide the following utility:

Water _____
 Gas _____
 Heat _____
 Electric _____

- A. Tenant is responsible for establishing utility service and placing utility accounts into their name effective upon start date of the Lease for all utilities above **not indicated paid by Landlord.** Tenant is responsible for keeping all those utility accounts active for the duration of the Lease. If utility service Tenant is responsible for is discontinued during the Lease term, Landlord may re-establish service and charge Tenant accordingly. The utilities may not be turned off at any time during the Lease term.
- B. Tenant will use all utilities in a reasonable manner related to Tenant's use and failure to do so will result in additional rent charges or Lease termination. If Tenant is responsible for the temperature of Residence, Tenant will maintain the Residence temperature at or above sixty five (65) degrees Fahrenheit during winter months to prevent frozen water pipes. Tenant is responsible for damage caused by failure to maintain appropriate temperature (i.e. pipe breaks as a result of frozen pipes).
- C. Landlord may use the utilities and facilities in Residence for any activity or use ordinarily necessary within the scope of Landlord's rental business, including but not limited to, adding improvements, performing maintenance, doing repair work, storage of furnishings, tools and equipment, and renting rooms, so long as same does not require Tenant to vacate his sleeping room or unreasonably interfere with his use of other facilities.

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- D. Tenant will not install a window air condition unit in a Residence without prior, written approval by Landlord. If anon-Landlord approved window unit is found, Landlord will remove the unit at the cost of the Tenant.
- E. Tenant will not adjust or tamper with the thermostat for the furnace or air conditioner (if provided) in Residence where Landlord pays utilities. Landlord will adjust the thermostat. Any tampering with a Landlord set thermostat (or box) will result in a fine of \$150 per instance.
- F. Tenant shall, at Tenant's sole cost and expense, pay for all monthly or other periodic charges for any cable television, telephone and additional internet service if desired.
In no event shall Landlord be responsible for the quality, quantity, failure or interruption of any utility service to the Residence.

11. **ACCEPTANCE OF RESIDENCE, NO ALTERATIONS:** At the commencement of this Lease term, Tenant will be offered a Move-In Inspection. Tenant may forego the walk through but must return the Move-In Inspection provided by Landlord with the necessary signature(s) and/or initials required by Tenant within ten (10) days of Move-In. Tenant's failure to return the Move-In Inspection within ten (10) days shall constitute an admission that the Residence was provided in satisfactory condition with no damages. At that time, Tenant has inspected the Residence and accepts it as satisfactory in its present condition. **Tenant will only receive parking pass once the signed Move-In Inspection has been received by landlord.** In the event that Tenant occupied the Residence prior to the start of the Lease term, Tenant is deemed to have accepted the Residence in an "as is" condition at the commencement of the Lease term.

Tenant shall not cause or permit any alterations, additions or changes of or upon any part of the Residence (interior or exterior) without first (on each occasion) obtaining the express prior written consent of Landlord. All alterations, additions or changes to the Residence shall be made in accordance with all applicable laws and shall become the property of Landlord. Tenant shall not change the interior paint color, install any fixtures, hooks, hangers, shelves, shelf liners or contact paper (in drawers or cabinets) or wallpaper or take any other action to alter the interior of the Residence. Tenant will not use masking tape, small tacks, or small nails to hang items on walls of Leased Residence. Tenant will not use large nails or adhesive tape to hang items on the wall of Leased Residence. Tenant will pay for the repair and repainting of any surface where nails, tacks or adhesive tape was used.

Tenant will not place nails or staples in any wood moldings, trim, fascia, roof, shingles or gutter of Residence. Tenant will not post signs, lights, placards or any objects on the exterior Residence or property without permission from Landlord. Tenant will not staple, nail, or in any way adhere Holiday lights into the roof, gutters, wood services such as molding, fascia, etc. Tenant will be responsible for the cost of the repair to the Residence if damaged due to nails or staples. Tenant will not install, place or attach radio or television wires, serials, or connections or satellite dishes to Residence without prior consent of Landlord.

Landlord has the right to change, alter, or modify Leased Residence, building, grounds, or common areas at any time during the Lease.

12. **PET POLICY:** Tenants shall not maintain any pets on or about the Residence without a signed Pet Agreement. All rules and regulations governing pets are set forth in the Pet Agreement.

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13. **USE OF PROPERTY:** Residence shall be used by Tenant only for the purpose of a dwelling unit and for no other use or purpose. Only the individuals who sign this Lease shall reside in the Residence. Tenant will not use Residence and/or common areas for any commercial purpose. The number of occupants of Residence will not exceed the number of Tenants signing this Lease. The failure of any person occupying Residence to sign this Lease is deemed a breach of the Lease by those who have signed. Only Tenants are permitted to reside at Residence. Occasional overnight guests may be accepted, but all persons living in the Residence for three (3) or more consecutive days must sign this Lease as Tenants.

Residence will be used in such a manner as to comply with all local, state, and federal laws and regulations. Tenant agrees not to use Residence or permit Residence to be used for any disorderly or unlawful purpose or in any manner offensive to any other occupant of the building or to any neighbors.

14. **INTERIOR UPKEEP AND CLEANING:** Tenant will maintain Residence in good repair and in a clean and sanitary condition, free of dirt, debris, vermin, etc. during the Lease term. This includes areas such as bedrooms, bathrooms, porches and common areas. Tenant will keep Residence clean and free of debris during extended Indiana University breaks. Landlord reserves the right to have the Residence cleaned at Tenant's expense if Landlord discovers any unsightly or unsanitary conditions.

Tenant will prevent water leaks by keeping shower curtains closed while bathtub and/ or shower is in use; will avoid water on the floor; and will not flush sanitary tissue products, gum wrappers, Kleenex, cigarette butts, paper towels or other such items.

Tenant is responsible for keeping drainage lines free and clear of clogs and other damage. Tenant will keep garbage disposal, sinks, toilets, bathtubs, and showers free from clogs. Tenant is responsible for the cost associated with reopening drainage lines and other damages associated with clog during duration of the Lease.

15. **CARPET CLEANING:** Tenant will be responsible for having the carpets in Residence commercially cleaned at the end of the Lease. If carpet cleaning at the end of Lease term is performed at Landlord's expense, cost of carpet cleaning will be charge to Tenant and deducted from the Deposit. In the event that the Tenant's carpet requires cleaning during the Lease Term, due to Tenant's actions, Tenant will pay for the cleaning reimbursement within 10 days of receiving notice of the cost of carpet cleaning.

16. **EXTERIOR UPKEEP ANP LANDSCAPING:** Tenant will keep the porch and yard of Leased Residence free of debris, cigarette butts, bottles, yard games, etc. Email notice will be sent to Tenant if Landlord deems exterior of property a possible sanitation or health risk or in violation of City ordinance and Tenant is found responsible for such exterior conditions. Tenant will have 24 hours from the emailed notice to cleanup specified area. If area is not cleaned to Landlord's approval, Tenant agrees to reimburse Landlord for cleanup at the rate of \$60.00 per hour with a minimum charge of \$30.00.

Tenant will not have furniture on front porch of Residence except for exterior lawn furniture. Tenant will follow all local, state, and federal laws, including fire codes, regarding exterior use of property.

17. **INSPECTIONS/ACCESS TO RESIDENCE:** Tenant will allow access to the Residence

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by Landlord or its agents, during reasonable hours, for the purpose of inspecting and protecting same, to show the Residence to prospective buyers or renters, to make such repairs, additions, or alteration as may be deemed necessary, including pest control (if applicable) and furnace filters. Landlord will provide notice to enter Residence via email or phone. For routine maintenance and inspections, Landlord will provide prior evening's notice via email. Interior repairs and regular maintenance work will occur between 8:00am to 5:00pm Monday through Friday unless an emergency exists. During Landlord's leasing season, Landlord will provide general notice in advance with one hour's specific notice via email or phone. Landlord may show Residence to prospective Tenants between the hours of 8:00 am to 7:00 pm. Maintenance or warranty requests submitted by Tenant are considered approval for Landlord to enter Residence. No notice will be given by Landlord for landscaping work. In the event Landlord reasonably believes that an emergency exists, Landlord may enter the Residence with no advance notice. Emergency entry may occur outside regular maintenance hours. Landlord will provide general notice via email or phone during scheduled Indiana University break when performing routine maintenance and general repairs.

18. **REPAIRS & MAINTENANCE:** Please report all non-emergency repairs and maintenance items to Justin or Jerry Fox. For all requests, Tenant will include a name, phone number to be reached at, property address with unit number (if applicable), and a brief description of the problem.

Tenant is responsible for, but is not limited to, the following Maintenance: light bulbs; smoke alarm batteries; clogged drains, garbage disposals, and/or toilets; and cleaning appliances so that they continue to function properly.

Landlord may not always be able to provide exact times or specifics of when a repair will be made. If Tenant decides to restrict the times or insists on being present for any repair, the time frame in which repair is completed may be significantly affected. If Tenant is deemed to be the party responsible for the repair, or if Landlord is requested to address any maintenance that falls under Tenant's responsibility, Tenant will pay for repairs within 10 days of receiving notice of the cost of repairs. For more details, please refer to Paragraph 6, Section D: DAMAGES.

19. **EMERGENCY SERVICE:** The Fox Property and Development Emergency phone number is **773-454-9538**. Tenant will use the emergency phone number for emergencies only.

20. **MISSING KEYS/LOCKOUTS:** Tenant is responsible for lockouts. For all cases that Landlord is notified of Tenant's lockout of Residence, there will be a \$50.00 service charge payable at the time Landlord or agent arrives to provide entry into Residence. Tenant must provide a photo ID. If key has been lost, a new key will be provided the next day at a cost of \$25.00 for each new key provided to Tenant. This fee also applies to any lost mailbox keys. Keys will only be provided to individuals on this Lease Agreement.

Tenant will not install or change locks. Landlord does not guarantee the presence and/or functionality of locks on bedroom doors. It is the Landlord's discretion to add additional locks and may be at the cost of Tenant if so requested.

Landlord will deduct from security deposit \$25.00 per key not returned to Landlord on or before the Termination Date of Lease. Acceptance of a key to the Residence from Tenant is NOT an acceptance by Landlord of surrender of the Residence by Tenant vacating the property in violation of the Lease.

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21. **DUTY TO REPORT:** Tenant will report all damages (either caused by Tenant, guests, or normal wear and tear) to Landlord within 24 hours of occurrence. Such items for repair may be, but not limited to, broken windows, broken doors, holes in walls, appliance repairs, etc. Landlord is responsible for cost of repair if damage was result of normal wear and tear.

Tenant must notify Landlord immediately of water leaks, damage, any defect or uninhabitable condition. Water leaks may include, but are not limited to, faucets, sinks, toilets, tubs, dishwashers, washers, showers or roofs. Landlord shall not be liable nor responsible for any damages resulting from such leaks or overflows caused by Tenant's use. Tenant is responsible for all cleaning associated with overflows or leaks due to Tenant's use. Tenant will use emergency service provided by Landlord to report any water leaks that are actively dripping or pooling from ceilings or roofs. Landlord will repair leaks in pipes within a reasonable time frame established within normal commercial guidelines upon receipt of Tenant's emailed notice.

22. **SNOW/ICE, LAWN/LANDSCAPING & CLEANING SERVICES:** Landlord initials below signifies agreement that Landlord will provide the following service(s):

- all lawn/landscaping service _____
- common area _____
- cleaning service _____
- snow & ice removal _____
- trash removal (dumpster) _____

SNOW & ICE REMOVAL: If Landlord is responsible for snow and ice removal as indicated above, Landlord will perform snow removal in the event there are 2 inches or more of snow on the ground. For all other snow and ice weather conditions, removal will be performed on an as needed basis to be determined by Landlord. TRASH: Tenant shall be responsible for the proper storage and the final collection and disposal of all garbage, trash, and rubbish. Tenant will place such items in outside containers provided. Trash must be placed completely in the containers so that the lids will close completely. Tenant will abide by the City of Bloomington's Trash Ordinance and is responsible for all fines assessed by the City of Bloomington ("City") to their Residence/unit (if applicable). Tenant will not store bags of trash in Residence between trash pick-ups. Tenant is responsible for all household trash and its removal. A common area dumpster will be provided somewhere on the premises. No large items other than what will fit in a single trash bag are allowed in the dumpster. Misuse of common area dumpsters is grounds for a \$200/instance fine or eviction.

23. **IMPERMISSIBLE ACTIVITIES:** Tenant will refrain from gambling, illegal use or illegal possession of drugs, illegal intoxication, illegal consumption of alcoholic beverages, providing alcoholic beverages to underage persons, illegal activity, or the use or possession of firearms or fireworks in the Residence. A violation of this provision is a breach of the Lease. Tenant is responsible for all damages and costs incurred by the Landlord due to any violation of this provision.

24. **GUESTS & VISITORS:** Visitors will be permitted at reasonable time and are subject to rules in the Lease. Tenant will not have more than 2 unrelated guests per Tenant at any time. A loud "party" atmosphere is not allowed. Tenant is, responsible for damages or undue wear and tear placed on the Residence due to large gatherings.

25. **NOISE, REMOVAL FOR UNREASONABLE CONDUCT:** All Tenants have the right to quiet enjoyment of their Residence. Tenant will refrain from acts or practices that

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disturb their neighbors including noise that can be heard beyond the walls of the Residence. Local Bloomington Noise Ordinance rules and regulations must be adhered to. Violations of this provision are a breach of the Lease, and Landlord may exercise all remedies available to it under the Lease and/or Indiana Law, up to and including eviction.

26. **RODENTS, VERMIN, PESTS:** Tenant must notify Landlord via email or fax within the first 30 days of occupancy of rodent, vermin, or pest control problems. Tenant is responsible for any costs associated with removal of rodents, vermin or pest control in Residence after 30 days of occupancy. If Tenant contacts Landlord to address the problem after 30 days of occupancy, Tenant will pay for pest control within 10 days of receiving notice of the cost of extermination. Tenant will be responsible for any costs associated with pest control within the first thirty days of occupancy if it is determined that the cause of the pests is directly related to Tenant's occupancy. Please be aware that professional sprays contain harmful chemicals to person and the environment. Fox Property and Development, LLC follows the advice established by the "bug people" at Indiana University and encourages Tenant to do the same, which states that extermination materials purchased at hardware stores are just as effective as professional spray. Landlord, in Landlord's sole discretion, may use of extermination materials purchased by Landlord, instead of professional spray.
27. **SUMMER ABSENSES:** If Tenant decides not to live in the Residence during the summer break, the Tenant shall not leave the Residence in an "abandoned" type state. Tenant must remove all perishable food items, dirty dishes, trash, etc. prior to leaving the Residence vacated for periods of time exceeding twenty-one (21) days. If such items are found, the Landlord will remove the items from the Residence at Tenant's expense.
28. **ABANDONMENT:** Upon termination of this Lease or abandonment of Residence by Tenant, if Tenant abandons or leaves any property in Residence, Landlord shall have the right, without notice to Tenant, to store, sell, or otherwise dispose of the property at Tenant's cost and expense, without being liable in any respect to Tenant. Tenant agrees to notify the Landlord if the Residence will be empty for more than twenty-one (21) days.
29. **SUBLEASING:** Tenant will not sell, assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Residence or any part of thereof without specific written approval of Landlord. Tenant may sublet with a new tenant ("Sublessee") to fulfill the Lease with Landlord provided certain conditions are met:
 - A. Sublessee will complete an online housing application for review and approval by Landlord.
 - B. Sublessee may be required to pay an additional Security Deposit.
 - C. Tenant and Sublessee will complete and sign a Sublet Agreement Form for Landlord's review and approval.
 - D. A fee of \$150.00 shall be paid in full prior to Landlord's approval of Sublessee.
 - E. All rent and fees shall be paid in full prior to Landlord's approval of Sublessee .
 - F. It is expressly understood that Landlord shall be under no obligation to consent to any subletting or assignment. Such consent may be withheld for any reason. Sublessee must be approved by Landlord and all

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Tenants listed on Lease prior to living in Residence. Written notice via email serves as acceptance from Tenants.

- G. Security Deposits from Tenant and Sublessee shall continue to be held until the end of the Lease as if no subletting had occurred, subject to return per the requirements of Indiana law and the terms of this Lease.
 - H. Sublessee agrees to follow the provision outlined in the Lease.
 - I. Tenant is to continue making monthly installments of rent to Landlord.
 - J. Tenant will provide a copy of the Lease to Sublessee. If Tenant fails to provide copy at start of sublet, Landlord will charge \$25.00 to provide a copy of the Lease to Sublessee.
30. **FIRE, OTHER HAZARDS AND DESTRUCTION OF RESIDENCE:** Tenant will not permit or do any hazardous act that might cause fire. In accordance with Indiana State Law: no gas grills, charcoal grills, or any other items using large flames shall be within ten (10) feet of combustible construction. This includes house/apartment building, decks, porches, and patios. If the Residence becomes uninhabitable by reason of fire or other hazard not caused by negligence of Tenant, Tenant's invitee, or other person on or near the Residence due to Tenant's occupancy, the rent due pursuant to this Lease will be suspended unless the Residence is restored to a habitable condition within sixty (60) days. Rent will not be suspended if Landlord is able to offer and if Tenant accepts temporary accommodations. Landlord is not obligated to rebuild or restore the Residence. In the event Landlord does not rebuild or restore, this lease shall terminate, and rent paid in advance will be prorated up to the date of destruction of Residence.
31. **CONDEMNATION:** If the entire Residence, or such portion thereof as will make the remainder unsuitable for the use permitted by this Lease, is condemned by any legally constituted authority, or if a conveyance or other acquisition in lieu of such condemnation is made, then this Lease shall terminate as of the date possession is required by the condemner. If a portion of the Residence is condemned but the remainder is still suitable for the use permitted by this Lease, this Lease shall not terminate but a portion of the rent for the rest of the term shall be abated in proportion to the amount of the Residence taken. All compensation paid in connection with the condemnation shall belong to and be the sole property of Landlord, except Tenant shall be entitled to any compensation awarded for Tenant's moving expenses.
32. **LANDLORD'S NON-LIABILITY:** Landlord is not liable for injury, damage, or loss, however caused, to any property or person on Residence. This includes, but is not limited to, damage to possessions, liability, or extra living expenses in the event of forced evacuation of the Residence caused by natural disaster, fire, theft, smoke or water damage; Tenant acknowledges Landlord's recommendation to obtain insurance for his or her protection against such risks; Landlord provides no insurance for property of Tenant. The Tenant hereby assumes full responsibility for all claims and risks, including but not limited to, those risks normally covered in standard "Renter's insurance" policies.
33. **INSURANCE:** Tenant will not do any act in or around the Residence that may increase the rate of insurance thereon; and to abide by all City of Bloomington ordinances and regulations and all other laws applicable to Residence. Landlord shall at all times during the term of this Lease carry a policy of insurance which insures the Residence, against loss or damage by fire or other casualty (namely, the perils against which insurance is afforded by a standard fire insurance policy and extended coverage endorsement); **provided, however, that Landlord shall not be responsible for, and shall not be obligated to insure against, any loss of or**

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damage to any personal property of Tenant or which Tenant may have in or on the Residence or personal property of others in, in or about the Residence, or any fixtures installed by or paid for by Tenant in the Residence (which shall require the express prior written consent of landlord), and Landlord shall not be liable for any loss or damage to such property, regardless of cause, including the negligence of Landlord and its employees, contractors, agents, customers and invitees. Each Tenant is advised to secure "Renter's Insurance" for his/her own possession and personal liability. It shall be the responsibility of Tenant to carry insurance to cover any and all personal property within the Residence or storage areas provided by Landlord.

34. MECHANIC'S LIENS: Tenant shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Residence or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking With a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Residence nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid Mechanic's Lien.

35. INDEMNIFICATION AND RELEASE. Regardless of whether or not, separate, several, joint or concurrent liability may be imposed upon Landlord, Tenant shall defend, indemnify and hold harmless Landlord from and against all damages, claims and liability arising from or connected with Tenant's control or use of the Residence, including without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Landlord is effectively protected against by insurance. If Landlord shall, without fault, become a party to litigation commenced by or against Tenant, then Tenant shall defend, indemnify and hold Landlord harmless. The indemnification provided by this Section shall include Landlord's legal costs and attorney's fees in connection with any such claim, action or proceeding. Tenant does hereby release Landlord from all liability for any accident, damage or injury caused to person or property on or about the Residence, whether due to negligence on the part of Landlord and notwithstanding whether such acts or omissions be active or passive.

36. MISCELLANEOUS PROHIBITIONS: Tenants are not allowed on the roof of Residence at any time. Any damage caused to roof due to Tenant's use will be responsibility of the Tenant.

Tenants will not have waterbeds, water chairs, and similar water storing furniture in Leased Residence. Hot tubs or pools of any size, including "kiddie" pools/ will not be allowed.

Tenants will not have kegs at the Leased Residence at any time. Tenants will be charged \$50.00 per keg for each day a keg is observed at the Residence. Additionally, Landlord may seek any and all remedies available under the Lease and/or Indiana Law for breach of the Lease, up to and including eviction. Tenant is responsible for any damaged caused by having a keg in the Residence.

Tenant will not build or place a bar in the Residence, the exterior of the Residence and

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the surrounding property. Any bars found in Residence will be removed and the Tenant will be charged an hourly rate of \$50.00 per hour with a minimum charge of \$50.00 for removal of bar.

Tenant will not be permitted to store anything in Residence before or after the Lease Term.

37. LANDLORD'S REMEDIES UPON TENANT'S DEFAULT: In the event the Tenant fails to comply with any terms and conditions herein, such failure shall constitute a breach of the Lease, and Landlord shall be entitled to seek any and all remedies available under the law, including eviction. In the event Landlord incurs legal fees/ court costs or other expenses in the enforcement of its rights under this Lease or in the collection of any amounts due, Landlord shall be entitled to recover any and all such fees, costs and expenses from Tenant. Any property on the Residence that is owned, controlled/or in the custody of possession of the Tenant shall constitute additional security hereunder/ and the Landlord shall have automatic lien thereon. In the event that Tenant fails to take possession of or abandons, or is evicted from the Residence, Tenant agrees that the rent obligation continues throughout the entire term of the Lease. In the event of Tenant's breach of the Lease, if Landlord incurs cost such as advertising, showings or other expenses related to its efforts to mitigate damages, Tenant shall be responsible for Landlord's cost. This Lease may be canceled, at Landlord's discretion, in the event of a breach of any other Lease between any of the parties.

38. NO WAIVER OF TERMS: No failure by Landlord to insist upon the strict performance of any terms or condition of this Lease or to exercise any right or remedy available on a breach and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term or condition. No term or condition of this Lease required to be performed by Tenant and no break of such term or condition shall be waived altered or modified except in writing by Landlord.

39. EVENTS OF DEFAULT: Any of the following shall be deemed an Event of Default:

A. The failure to pay any installment of rent or any other monetary obligation due from Tenant to Landlord hereunder when the same becomes due and the failure continues for seven (7) days.

B. Tenant/s failure to perform or observe any other covenant/ term or condition of this Lease to be performed or observed by Tenant and if curable, the failure continues for ten (10) days after written notice thereof is given to Tenant by Landlord.

C. Abandonment of the Leased Residence.

D. The filing or execution or occurrence

of:

i. An involuntary petition in bankruptcy against Tenant and the failure of Tenant, in good faith to promptly commence and diligently pursue action to dismiss the petition within sixty (60) days of the filing of same.

ii. A petition against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, and the failure of Tenant in good faith to promptly commence and diligently pursue action to dismiss the petition within sixty (60) days of the filing of same.

iii. A general assignment for the benefit of creditors by Tenant.

- iv. The taking by any party of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity.

40. LANDLORD'S REMEDIES:

Upon the occurrence of any Event of Default, Landlord may, at its option, in addition to any other remedy or right it has hereunder or by law:

(a) Repossession or Eviction. If Tenant is in Default, Landlord may immediately institute eviction proceedings and/or take possession of the Residence. Landlord will take appropriate steps to re-rent the Residence as soon as practicable in an effort to mitigate damages. If eviction proceedings are filed, Landlord will charge an additional fee to Tenant in the amount of the court filing fees and attorney fees, in addition to all other amounts owed by Tenant.

(b) Without terminating this Lease, Landlord may relet the Residence without the same being deemed an acceptance of a surrender of this Lease or a waiver of Landlord's rights or remedies and Landlord shall be entitled to all amounts due by Tenant under the Lease. Any reletting by Landlord may be for a period equal to or less than, or extending beyond the remainder of the original term, or for the whole or any part of the Residence, separately or with other Residence or for any sum, or to any lessee or for any use Landlord deems appropriate.

41. ATTORNEY'S FEES: Tenant shall pay the reasonable legal costs and attorney's fees and other out-of-pocket expenses of Landlord incurred in enforcing any covenant, term or condition of this Lease, or, if Landlord is the prevailing party, in Landlord defending itself against suit brought by the Tenant.

42. TENANT APPLICATION: The Tenant Application is incorporated as an Addendum by reference into this Lease. Tenant affirms to representations in the Application to be true and correct. Falsification or misrepresentations of the information required on the Application is a breach of the Lease, giving Landlord the right to exercise any and all remedies available to it under the Lease and/or Indiana law, up to and including cancellation or eviction. All Tenant Applications must be submitted by each Tenant prior to the Lease Signing.

43. COPIES: Tenant will receive one copy of the Lease per Residence, which will typically be provided at the time of the lease signing. If additional copies are required by Tenant, Landlord will charge \$25.00 per Lease copy provided, including copies requested by Sublessees.

45. GENERAL AGREEMENT OF PARTIES: This Lease shall extend to and be binding upon the heirs/ personal representatives/ successors and assigns of the parties. This provision/ however, shall not be construed to permit the assignment of this Lease or subletting hereunder, both of which are expressly prohibited without the consent of Landlord. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or apply to the feminine or masculine.

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The captions and article number appearing in this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of such provisions. No waiver by Landlord of any default by Tenant shall be effective unless in writing/ n o r operate as a waiver of any other default or of the same default on a future occasion. Landlord's acceptance of rent shall not be deemed a waiver as to any preceding default. Any notices, demands or service of process to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

A. If to Landlord at:

Fox Property and Development, LLC
6440 Wellston Dr., Bloomington, IN 47408
Attn: Justin Fox

B. If to Tenant:

C. Such address may be changed by either party by written notice to the other party as to the new address given as above provided. If there is more than one Tenant, their obligation shall be joint and several. Landlord hereby advises Tenant that Landlord will manage the Residence .

46. OTHER CONDITIONS AGREED TO:

Landlord Initials: _____ Date: _____ Tenant Initials: _____ Date: _____

We do hereby agree to the foregoing Lease and all its provision executed this ____ day of _____, 20__.

Landlord:

Fox Property and Development, LLC

By Justin Fox

Tenant(s):

Name: _____ SSN: _____ DOB: _____

Phone: _____ email: _____

Address: _____

Signature: _____

Name: _____ SSN: _____ DOB: _____

Phone: _____ email: _____

Address: _____

Signature: _____

Name: _____ SSN: _____ DOB: _____

Phone: _____ email: _____

Address: _____

Signature: _____

Name: _____ **SSN:** _____ **DOB:** _____

Phone: _____ **email:** _____

Address: _____

Signature: _____

Name: _____ **SSN:** _____ **DOB:** _____

Phone: _____ **email:** _____

Address: _____

Signature: _____