



LEASE AGREEMENT

THIS LEASE AGREEMENT (the "lease") is made this Day of Month Year, by and between Rose-Lo Properties, LLC ("Lessor") and Tenant; Tenant; Tenant; Tenant; and Tenant (jointly and severally, "Tenant"). ALL TENANTS SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL TERMS OF THIS LEASE.

1. PREMISES. In consideration of the rent provided below and the covenants to be kept and performed by Tenant as set forth in this Lease, Lessor hereby leases to Tenant the "Premises" at the following address: Property Street Address, Bloomington, Indiana, Zip Code, together with all appliances, if any, which may be provided therein (collectively, the "Appliances").

- 2. OCCUPANTS. The following individuals will occupy the Premises:
a. Tenant
b. Tenant
c. Tenant
d. Tenant
e. Tenant

3. TERM. The term of this Lease begins at noon on August, Day, Year, and expires at noon on August Day Year (the "Expiration Date"). Such term and any holdover period by Tenant shall be collectively referred to in this Lease as the "Term". Failure by Lessor to deliver possession of the Premises to Tenant at the time herein agreed upon shall not subject Lessor to liability for damages beyond the amount of the Security Deposit received from Tenant.

4. RENT. The total rent due for the full term shall be \$0,000.00. Rent is to be paid by Tenant to Lessor via U.S. Mail, postage pre-paid, in advance on the first day of each calendar month (the "Due Date") in 12 equal monthly installments of \$0,000.00, unless said rent is required at possession as described below, at our office, P.O. Box 572, Carmel, IN 46082 or at such other address as Lessor shall direct from time to time. Online payment using a personal bank account is acceptable. All rent checks shall be made payable to Rose-Lo Properties, LLC. All monthly rent, holdover charges and other amounts due under this Lease shall be collectively referred to as "Rent". ALL PERSONS SIGNING THIS AGREEMENT UNDERSTAND AND ACKNOWLEDGE THAT THEY ARE ULTIMATELY RESPONSIBLE FOR THE TOTAL RENTAL PAYMENTS (NOT JUST THEIR OWN PROPORTIONATE SHARE).

a. MONEY DUE AUGUST 1, Year:

i. Security Deposit \$0,000.00

ii. Summer Rent Installments

1. August Year \$0,000.00



2. June Year	<u>\$0,000.00</u>
3. July Year	<u>\$0,000.00</u>
iii. Total Due Before Possession is Taken	<u>\$0,000.00</u>

- b. **HOLDOVER:** A **\$75.00 per hour** charge will be assessed to you as Rent for failure to move out of the Premises by noon of the Expiration Date.
- c. **LATE FEES:** A late fee of \$50.00 will be assessed if Rent has not been paid by the fifth day of each calendar month. Partial payments of rent are not considered a full rental payment. Each tenant and guarantor is responsible for the full Rent each month. At Lessor's election, Tenant may be deemed to be in default of this Lease if Rent is not paid by the Due Date of the calendar month in which the payment is due. A fee of \$50.00 will be assessed to Tenant in the event Tenant's check is returned for any reason. Thereafter, all Rent must be paid by cashier's check, money order or cash. Lessor may also sue for other damages related to said returned check. Tenant must replace each returned check with a cashier's check or money order within twenty-four (24) hours and applicable late fees, daily charges and interest will continue to accrue until payment in good funds is received by Lessor. Payments received will be applied in the following order: (1) damages, (2) late fees, charges and interest, (3) delinquent Rent, and (4) balance to current Rent.
- d. **ACCORD AND SATISFACTION:** No payment by Tenant or receipt by Lessor of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the Rent first due hereunder. No endorsement or statement on any check or letter accompanying any check or payment of Rent shall be deemed to be an accord and satisfaction, and Lessor may accept any such check or payment without prejudice to the right of Lessor to recover the balance of such Rent or to pursue any other right or remedy.

5. **UTILITIES.** Tenant shall directly pay and have in Tenant's name throughout the Term of the Lease whether Tenant is present at the Premises, all utilities for the Term of the Lease promptly when first due and prior to the assessment of any late charges. Tenant agrees not to terminate any utility service during the Term whether Tenant is present at the Premises. Tenant shall use all utilities in a reasonable manner and failure to do so may be deemed an Event of Default. **Tenant shall maintain the temperature at or above Sixty (60) Degrees Fahrenheit during the Lease Term to prevent frozen water pipes.** Lessor reserves the right to suspend any such services, when necessary, by reason of governmental regulations, labor disputes, civil commotion or riot, accident or emergency, or for repairs, alterations, or improvements that are, in the reasonable judgment of Lessor, desirable or necessary, or for any other reason beyond the power or control of Lessor. Lessor shall in no event or in any way be liable or responsible for any loss, damage or expense that Tenant may sustain or incur if the quality or character of any utility service is changed or is no longer available or suitable for Tenant. Tenant shall in no event be entitled to a claim for constructive eviction or disturbance of the right to possess the Premises or an abatement of any Rent or any other amount payable under this Lease because of the suspension

or inadequacy of the utility services or mechanical systems.

6. **SECURITY DEPOSIT.** The Security Deposit paid by you shall be held by us until this Lease expires or is terminated as security for Tenant's full and faithful performance of each term, covenant, and condition of this Lease. Payment is due when the lease is signed. Within forty-five (45) days after the later of: (i) termination of this Lease and complete surrender of the Premises; or (ii) the date on which Tenant has provided notice to Lessor in writing of a valid forwarding address ("Notice Period"), the Security Deposit shall be returned to Tenant, with the following charges subtracted therefrom: (1) any rental payments or portions thereof required by the terms of this Lease and not paid; (2) the amount of damages suffered by Lessor or which Lessor will reasonably suffer by reason of Tenant's Event of Default or noncompliance with federal, state or local laws, regulations, codes, ordinances or other enactments or orders, including attorney fees, paraprofessional fees or court costs incurred by Lessor for which Tenant is responsible pursuant to this Lease; (3) the cost of any repairs, replacements, redecorating and/or refurbishing of the Premises or any fixtures, systems or Appliances caused by other than reasonable wear and tear; (4) costs and reasonable expenses associated with a professional cleaning of the premises provided you do not leave the Premises in a clean and rentable condition, in Lessor's sole discretion, at the time you vacate; (5) **cost of professionally shampooing the carpet, professional painting interior walls, and professional cleaning in order to place the Premises back in move-in condition as required hereunder (mandatory)**; and (6) any other charges due under this Lease. Lessor will provide to Tenant an estimated cost of repair for each damaged item and an itemization of the amount due and deducted from the Security Deposit and directly charged or debited to the Tenant's account as additional Security Deposit prior to the end of the Notice Period. You may not apply the Security Deposit against rental payments or anticipate refund in event of early termination. A \$25.00 charge will be assessed to your Security Deposit for failure to be present or to have an authorized representative present at the move-out inspection.

7. **PERSONAL PROPERTY.** Lessor is not an insurer of Tenant's person or personal property. LESSOR SHALL NOT BE RESPONSIBLE FOR DAMAGE OR LOSS OF YOUR PERSONAL PROPERTY STORED IN THE PREMISES. **RENTER'S INSURANCE IS STRONGLY ENCOURAGED.** Tenant agrees that all of Tenant's personal property in the Premises or elsewhere shall be at the sole risk of Tenant, and that Tenant will carry such insurance as required in this Lease. Tenant agrees that Lessor, and its agents and employees, shall not be liable for any damage to the person or property of Tenant or any person occupying or visiting the Premises or related facilities, for any reason whatsoever. Tenant agrees to indemnify, defend and save and hold Lessor harmless from any damages, claims, or liability arising from or connected with Tenant's control or use of the Premises or related facilities. Tenant shall maintain renter's insurance at a reasonable amount. Tenant shall deliver appropriate evidence to Lessor as proof that such insurance is in force before possession of the Premises is given to Tenant. Lessor shall have the right to require that Lessor receive notice of any termination of such insurance.

EACH TENANT IS ADVISED TO SECURE "RENTER'S INSURANCE" FOR HIS/HER OWN POSSESSIONS AND PERSONAL LIABILITY. IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO CARRY INSURANCE TO COVER ANY AND ALL PERSONAL PROPERTY WITHIN THE LEASED



PREMISES OR WITHIN THE STORAGE AREAS PROVIDED BY THE LESSOR. TENANTS PAY RENT FOR THE LESSOR TO PROVIDE THE PREMISES, NOT TO GUARANTEE TENANT'S POSSESSIONS OR INSURE TENANT'S PERSONAL LIABILITY.

Tenants acknowledge that they have reviewed and understand this provision by providing their initials below:

8. **PARKING.** Execution of this Lease by Tenant does not give rise to any right to park within the leased Premises or adjacent property. Minimal parking in the driveway is available. Permits for street parking required through the City of Bloomington. All cars parked in the driveway must be registered to someone on the lease signed. It is the Tenant's obligation to comply with all local rules, regulations, ordinances and/or permitting requirements for the parking of vehicles. Vehicles parked improperly or illegally shall be subject to towing at the owner's expense.

9. **USE AND OCCUPANCY.** You shall personally use and occupy the Premises solely as a private dwelling for yourself and the Occupants listed in paragraph 2 above, unless the application provides otherwise. The number of occupants is not to exceed the number shown on this Lease. You shall use the Premises in such a manner as to comply with all local, county, and state laws and shall not use the Premises or permit it to be used for any disorderly or unlawful purpose or in any manner offensive to any other occupant of the surrounding neighborhood or the building of which the Premises is a part, if applicable. You shall keep the Premises and Appliances in a clean condition during occupancy. You shall not make any improvements nor paint the walls, woodwork or any other structure in the Premises nor shall you place wallpaper on the walls or any other area of the Premises without our prior written permission, to be granted, withheld or conditioned in our sole and complete discretion. All alterations, additions or improvements to the Premises made pursuant to Lessor's written consent shall be the property of Lessor and shall remain part of the Premises upon surrender of possession. Any alterations, additions or improvements made without Lessor's written consent, at Lessor's sole option, shall be removed and the Premises restored to its original condition at Tenant's sole expense. Tenants shall not access the roof for any reason without the prior written consent of the Lessor.

10. **SUBLETTING.** Subletting is permitted only with Lessor's prior written consent, which consent may be granted, withheld, or conditioned in Lessor's sole and complete discretion. Tenant shall use the forms provided by Lessor. All Tenants and Sublessee(s) must sign the sublease agreement.

- a. **Sublet Fee:** A sublet fee of \$200.00 will be paid to Lessor at the time the sublet agreement is executed. At no time will the security deposit be used as a sublet fee or as a payment of the last month's rent.

- b. **Tenant's Liability:** Tenant shall remain fully liable to perform all of the terms and provisions of this lease.
- c. **Additional Deposit:** If the Tenant sublets the dwelling, the sublet tenants will be required to make a damage deposit to the Landlord equal to one month's rent. The security deposit originally made by the Tenant will be retained by the Landlord until the completion of the terms of their original lease. Should the sublet tenants cause damages which remain unpaid or leave prior to the completion of the lease, the Tenant authorizes Landlord to liquidate such unpaid bills from the sublet tenant's damage deposit; however, should those funds not be sufficient to cover the charges, the Tenants understand they are still liable and must pay the incurred rents or damages themselves. Upon successful completion by sublet tenants and if no bills remain unpaid, the sublet tenants and the Tenant shall receive their respective damage deposits from the management within a reasonable time.

11. **PETS. Absolutely no animals, birds, reptiles, or pets of any kind shall be permitted in the lease's premises.** If a Tenant is found in violation of this provision, visiting pets included, Tenant agrees to pay a **\$1,000 NON-REFUNDABLE PET DEPOSIT**, as well as **PET RENT OF \$100.00 PER MONTH** dating back to the original start date of the Lease and charged every month thereafter. Tenant will also be ordered to immediately remove the pet from the Premises and will be required to pay for all damages and pet related wear and tear, including the treatment cost for fleas.

12. **ACCESS.** To provide both routine and emergency maintenance service, Lessor retains a pass key to the Premises. In case of routine maintenance, Lessor shall attempt to give prior notice of entry, but may enter if Tenant cannot be contacted. Lessor reserves the right to show the Premises to prospective tenants before the Lease expires.

13. **NOISE.** Tenant agrees not to allow on the premises any excessive noises or activity. Tenant agrees not to conduct or permit to be conducted on the premises vocal or instrumental practice or instruction. If Lessor finds that Tenant's conduct (or that of other occupants of the leased premises or visitors) unreasonably disturbs nearby Tenants or threatens to cause, causes, or is likely to cause damage to the premises, Lessor shall have the right to pursue any and all remedies provided in this Lease or at law or in equity.

14. **LOCKS AND KEYS.** Lessor shall provide a lock for your exterior doors, which is considered safe by our industry. So as not to restrict our ability to provide you with maintenance and emergency service, you agree that no additional locks shall be placed upon any doors of the Premises, nor shall locks be changed without our prior written permission. Upon termination of this Lease, you shall return to us all keys to the Premises. At our option you will bear locksmith expense or pay us Seventy-Five dollars (\$75.00) in advance for lock out assistance.

15. **SECURITY/LIABILITY.** Tenant agrees to look solely to the public police force for security protection. Lessor shall have no liability regarding any personal injury or damage or loss of any personal property belonging to Tenant, Occupants or their invitees. Lessor will not be liable to any Tenant, Occupant or their invitees for damages or loss to person or property caused by other persons, including but not limited to burglary, assault, vandalism, terrorist act or activity, other crimes or acts of war. Tenant shall be responsible to obtain its own insurance to protect

against all losses. Lessor is not required to furnish security guards or patrols, security lighting, security gates or fences or other forms of security. Tenant agrees to exercise due care for the safety and security of the Tenant, Occupants and their invitees. Tenant, Tenant's authorized occupants, guests, family members, and invitees shall not harass, threaten, intimidate, or curse at or to any of Lessor's personnel or staff. Tenant understands that he/she is responsible for the conduct of Occupants, guests, family members, invitees and agents and any conduct in violation of this paragraph shall be grounds for eviction.

16. **FIRE AND OTHER HAZARDS.** Tenant shall not permit or do any hazardous act which might cause fire or that will increase the rate of insurance of the premises. If the premises become uninhabitable by reason of fire or other hazard not caused by negligence of Tenant, Tenant's family, agents, or visitors, the rental herein shall be suspended unless the same has been restored to a habitable condition within thirty (30) days. Landlord is not obligated to rebuild or restore the premises. Tenant will comply in all respects with any policy of insurance covering the premises, including complying with the demands of any insurance carrier with regard to safety of the premises. Tenant shall not store flammable liquids or materials, for example, newspaper, wood, clothes, or lighter fluid, near heat sources in the premises, for example, the furnace, hot water heater, and range. Tenant's use of kerosene heaters in the premises is strictly prohibited.

17. **SMOKE DETECTORS.** In compliance with the policies set forth Bloomington Housing and Neighborhood Development, Lessor provides, and Tenant hereby acknowledges that rental unit is equipped with a functional smoke detector. Tenant is responsible for ensuring that each smoke detector remains functional and is not disabled. If the smoke detector is battery operated, the tenant shall replace the batteries in the smoke detector as necessary. If Tenant believes that the smoke detector is not functional, it shall notify the Lessor immediately and in writing. The Smoke Detector Compliance Form issued by the Bloomington Housing and Neighborhood Development Department is attached hereto as Exhibit A and shall be executed by the parties to this agreement.

18. **REPAIRS AND MAINTENANCE.** Tenant shall notify Lessor in writing (email being acceptable) of any and all repairs that need to be made to the premises. Tenant shall notify Lessor by telephone of any and all emergency repairs as soon as Tenant becomes aware of the situation.

- a. **PERFORMING REPAIRS AND CHARGES:** Though we promptly attend to unit maintenance, you can be charged for any matters that may be deemed controllable by you, such as improper disposal of solid matter in garbage disposals or drains that clog pipes or toilets. The plumbing fee in such cases is a minimum of One Hundred Dollars (\$100.00) but may be greater depending on the type of repair required. We shall contract for all repairs and you are without authority to do so. Notwithstanding the foregoing, routine cleaning and maintenance matters are Tenant's responsibility. Tenant will be required to replace all burned out light bulbs and the smoke detector battery which is required by city ordinance. Tenant agrees to not place any drain cleaners in pipes nor to flush non-disposable items down the toilet. Expenses associated with repairing pipes or cleaning sewers resulting from this action will be charged to Tenant. Tenant shall pay all charges required for maintenance hereunder based on the contractor's invoice for such maintenance, plus

Landlord's management fee of ten percent (10%) of such invoice.

- b. **COLD WEATHER PRECAUTIONS:** During cold periods, minimum heat levels of 60 degrees must be maintained to prevent freezing pipes. Cabinet doors where sinks are located should be left open so heat from the room may be allowed to circulate around pipes. Bathrooms also should have cabinet doors left open. You agree to advise us immediately of any needed repairs at the Premises of any kind. You agree to pay for repairs to the Premises, the building of which the Premises are a part, and the common areas in and around such building, when caused by your misuse or that of Occupants, guests, family members, invitees, agents, servants or visitors.
- c. **LAWN CARE, SNOW, AND TRASH REMOVAL:** Lessor will be responsible for lawn and landscaping care. Tenants are responsible for snow removal and shall comply with Bloomington Municipal Code Section 12.04.070 and 6.07.010. Rose-Lo Properties LLC will clear walks if not done so within the city guidelines of twenty-four hours. This charge will be deducted from the security deposit. Tenants are required to abide by the City of Bloomington's requirements for weekly trash removal.

19. **MOVING.** You must move-out by 12:00 noon on the Expiration Date, or such other assigned time as given by Landlord. Any packing cases, barrels or boxes that are used in moving must be removed by you or by the moving company. Appliances provided with the Premises may only be moved by us and must always remain at the Premises. Tenant agrees upon moving out to follow all instructions for cleaning and leaving the Premises.

20. **HARM TO PREMISES.** If the Premises become uninhabitable by reason of fire or other disaster not caused by your negligence, or that of the Tenants or your agents or servants, the rental herein shall be suspended until the same has been restored to a habitable condition; provided, however, Lessor is not obligated to rebuild or restore the Premises. In the event the leased premises are destroyed by fire or other disaster, and Landlord does not rebuild, this lease shall terminate, and rent paid in advance will be prorated to cover only time up to the destruction of the premises.

21. **EVENT OF DEFAULT.** Each of the following shall be an "Event of Default" by Tenant: (i) Tenant fails to pay any payment of Rent or any other amount due from Tenant under this Lease on the date when the payment or amount is first due; (ii) Tenant vacates the Premises prior to the Expiration Date; (iii) Tenant is otherwise in default of the Tenant's obligations under the terms and conditions of this Lease or any Addenda hereto; (iv) a petition in bankruptcy or for appointment of a receiver is filed by or against Tenant; or (v) any statement made by Tenant in the Application For Lease delivered to Lessor in conjunction with this Lease is subsequently determined to be false or Tenant has omitted any information requested therein. Upon the occurrence of an Event of Default, Lessor may immediately, and without notice: (1) terminate this Lease and recover from Tenant any or all of the following: (a) all accrued Rent then due; (b) all future Rent due for the remainder of the Term and any other amounts due from Tenant under this Lease; and (c) any other damages sustained by Lessor as a result of Tenant's breach of this Lease

including, without limitation, attorneys' and paraprofessional fees and court costs; and (2) re-enter and retake possession of the Premises and recover any and all resulting damages including, without limitation, all costs and reasonable attorneys' and paraprofessional fees. The parties expressly agree that the eviction by a court or otherwise of Tenant for a breach of this Lease shall not release Tenant from liability for Rent for the balance of the Term of the Lease. It is expressly acknowledged and understood by Tenant that the foregoing shall not be construed to limit Lessor's right to pursue any other remedies provided at law or under principles of equity upon the occurrence of an Event of Default. In the event of a court suit, you agree to pay a minimum fee of \$250.00 to cover costs of the suit whether an attorney is used or not. Tenant agrees that in the event Lessor retains an attorney to enforce any of the terms and obligations of this Lease, that such attorney and/or attorneys' staff is specifically authorized to seek and obtain copies of Tenant's current credit report, and that Tenant shall be responsible for the attorneys' and paraprofessionals' fees incurred by Lessor in connection with such enforcement. The said attorney/attorney's staff may also discuss the debt with a third party for purposes of verifying Tenant's employment, bank account or other assets for the collection of the debt.

22. **SURRENDER.** Upon the termination of this Lease, Tenant shall surrender the Premises to Lessor in the same order and condition in which Tenant received the Premises at move-in. Tenant shall remove all of Tenant's personal property from the Premises and the related facilities and repair any damage caused to the Premises by such removal prior to the termination of this Lease. Damage to walls by nails, screws and furniture shall not be considered ordinary wear and tear. At Lessor's option, if Tenant fails to remove its personal property by such termination date, Lessor shall have the right to remove and dispose of such property in such manner as Lessor, in its sole discretion, determines appropriate.

23. **INTERPRETATION.** In reading and interpreting this Lease, the singular of any word shall mean or apply to the plural and the masculine form shall mean and apply to the feminine. The terms "we", "our" and "us" refer to Lessor and "you", "your" or "Tenant" refers to Tenant. The terms "premises", "apartment", "unit", "house" or "condominium" are interchangeable.

24. **SEVERABILITY.** Should any section, clause, paragraph or part of this Lease be declared invalid by court of competent jurisdiction or by statute, the remaining sections, clauses, paragraphs and parts shall continue and remain in full force and effect.

25. **EXECUTION OF COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

26. **GOVERNING LAW AND VENUE.** The parties agree that Indiana law will apply in interpreting this Lease. The parties knowingly, voluntarily and intentionally waive the right either of them may have to litigate or submit any dispute regarding or relating to the Lease to any court or venue outside Monroe County, Indiana, and agree that the courts in Monroe County, Indiana, will have jurisdiction over any dispute.

27. **JOINT AND SEVERAL LIABILITY.** Each person signing this Lease as a tenant

agrees to be jointly and severally liable to us for any breach of this Lease, which means that each of you will be held responsible for the entire amount due under this Lease and for the acts and omissions of the other tenants signing this Lease, or their guests, as well as your own. At Lessor's option, each signatory to the Lease is bound to the Lease, whether co-tenants or co-signers have signed the Lease or not.

28. **WAIVER.** Lessor's failure to enforce any right or provision under this Lease shall not constitute a waiver of Lessor's right to enforce said right or provision at any other time nor any other right or provision. No such waiver by Lessor shall be effective unless in writing by Lessor.

29. **EXPIRATION.** Notwithstanding the Expiration Date set forth in this Lease, Lessor may terminate this Lease on forty (40) days' prior written notice to Tenant if the Premises are listed for sale or Lessor wishes to take over the Premises for itself or business-related purposes.

30. **INSPECTIONS.** Tenant agrees to contact Lessor within forty-eight (48) hours of moving in to schedule a joint inspection of the Premises. If Tenant fails to do so, Lessor may either conduct such inspection alone or determine that Tenant has accepted the Premises in clean and good condition in all respects upon moving in. When moving out Tenant agrees, fourteen (14) days prior to vacating the Premises, to contact Lessor to arrange a joint move-out inspection. Tenant also agrees that a move-out inspection may be scheduled during normal business hours of 9 a.m. to 5 p.m., Monday thru Friday, unless noted. If no notice is given, Tenant agrees to allow Lessor to conduct an inspection on Tenant's behalf and determine damages due. If Tenant fails to notify Lessor in writing of intent to vacate the Premises or provide each Tenant's forwarding address, Tenant agrees to allow Lessor to hold Tenant's Security Deposit and deem said Security Deposit abandoned by Tenant after the Premises have been vacated. Tenant waives all rights of an accounting and return of Security Deposit by failing to comply with this paragraph.

31. **NON-DISCRIMINATION.** Neither Lessor nor its managing agent discriminates based on race, color, religion, sex, handicap, familial status or national origin.

32. **NOTICES.** Notices shall be in writing and served by delivery in person or by United States regular mail, postage prepaid, to Lessor at the address for payment of Rent; and to Tenant at the Premises; or at such other addresses as either party may designate to the other party by written notice given in the manner described herein.

33. **MISCELLANEOUS.** Time is of the essence in this Lease. NO ORAL STATEMENTS MADE BY OUR EMPLOYEES OR AGENTS SHALL BE BINDING UPON US UNLESS REDUCED TO WRITING. The terms and conditions contained in this Lease, together with any additional provisions contained in all Addenda attached hereto, the Application For Lease, the Income Certification form, the Move-In Inspection form and any other agreements which by reference herein are made a part of this Lease, shall be conclusively deemed the agreement between the Tenant and the Lessor, and shall supersede all prior discussions, agreements, writings and representations between Lessor and Tenant with respect to the transaction contemplated herein, and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants, shall be binding upon the parties unless made in writing and

signed by the parties sought to be bound. This Lease shall not be recorded.

34. **STORAGE FEES AND COSTS.** If Lessor (i) is granted possession of the Premises by a court of law, or (ii) obtains possession of the Premises by other lawful means, and Tenant's possessions are removed and placed in storage, Tenant agrees to pay for all moving and storage costs. Tenant further agrees that any third party who moves and/or stores Tenant's possessions shall acquire a warehouseman's lien on Tenant's stored possessions, and if the same are not timely reclaimed, the warehouse may sell the possessions and retain the proceeds of such sale as payment of the storage costs, transfer costs, and all other related fees and costs.

35. **CRIMINAL ACTIVITY STRICTLY PROHIBITED.** Tenant, any member of Tenant's household, Tenant guest or other person under Tenant's control, shall not: (i) engage in criminal activity, including drug-related criminal activity, in or near the Premises ("Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 802 of Title 21 of the United States Code)); (ii) engage in an act intended to facilitate criminal activity, including a Drug-related criminal activity, in or near the Premises; (iii) permit the Premises to be used for or to facilitate criminal activity, including Drug-related criminal activity, regardless of whether the individual engaging in such activity is Tenant, a member of Tenant's household or a guest; (iv) engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (as set forth in Ind. Code 35-48 et seq.) at any location, whether in or near the Premises or otherwise; (v) engage in any other illegal activity, including but not limited to (1) unlawful discharge of firearms in or near the Premises, and (2) any other activity that otherwise jeopardizes the health, safety, and welfare of Lessor, its agents, employees, invitees or licensees, or other tenants or their guests, and (3) any other activity that involves imminent or actual property damage. Tenant represents and warrants to Lessor that Tenant is not, and shall not become, a person or entity with whom Lessor is prohibited from dealing or engaging in transactions (a "Prohibited Party") under: (i) Executive Order 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective as of September 24, 2001 (including, but not limited to, those persons and entities named on the Annex attached thereto), (ii) anti-terrorist sanction regulations implemented by the Office of Foreign Assets Control, U.S. Department of Treasury ("OFAC") (including, but not limited to, those persons and entities named on the OFAC's Specially Designated Nationals and Blocked Persons list), or (iii) any other regulation, statute, executive order, or governmental action. Tenant further represents and warrants that Tenant is not and shall not engage in any dealings or transactions or be otherwise associated with a Prohibited Party. VIOLATION OF ANY ONE (1) OF THE ABOVE PROVISIONS SHALL BE CONSIDERED AN EVENT OF DEFAULT HEREUNDER AND GROUNDS FOR IMMEDIATE TERMINATION OF THIS LEASE. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

36. **WAIVER OF JURY TRIAL AND RIGHT TO COUNTERCLAIM.** Lessor and Tenant hereby waive any right to a trial by jury in any action or proceeding, including any counterclaim by Tenant in any such action or proceeding, arising out of or in any way connected with this Lease, the relationship of Lessor and Tenant, the Premises or Tenant's use and occupancy thereof or any claim of injury or damage resulting from an occurrence in, about, or related to the

Premises or related facilities, including, but not limited to, consequential and punitive or exemplary damages. Tenant hereby agrees that any counterclaim that the Tenant may assert in any summary proceeding or other action or proceeding brought by Lessor to recover or obtain possession of the Premises shall be tried in a separate action or proceeding from the action or proceeding brought by Lessor.

37. **LESSOR'S NON-LIABILITY AND HOLD HARMLESS CLAUSE.** Tenant hereby agrees: (i) that Lessor and its officers, agents, representatives, licensees, and employees shall not be liable to Tenant for death or damage to either person or property, caused in whole or in part or in any way connected with; and (ii) to indemnify and hold Lessor and its officers, agents, representatives, licensees, and employees free and harmless, at Tenant's sole cost, from any and all liability, claims, loss, damage, or expenses, including attorney fees, sustained by any person, including Tenant, in, on, or about the Premises or the related facilities by Tenant's consent, invitation or license, whether express or implied; caused in whole or in part or in any way connected with:

- a. failure of any plumbing, heating, sewage, electricity, water, or gas system resulting from any explosion, fire, water, moisture, mold, fungus, or biological organism, or from any other cause whether or not similar to the foregoing causes;
- b. failure of any fixtures, including but not limited to locks, latches, fire and safety equipment resulting from any defect, misuse, vandalism, or from any other cause, whether or not similar to the foregoing causes.
- c. the condition in, on, or about the Premises or related facilities.
- d. the act of any co-Tenant or occupant of the Premises or the building of which it is a part, if any.
- e. the act of any person in, on, or about the Premises or the building of which it is a part, if any.
- f. any casualty or accident in, on, or about the Premises or the building of which it is a part, if any.
- g. the negligence of Lessor or its officers, agents, representatives, licensees, and employees; provided, however, that such death or damage to either person or property is not caused by the sole negligence, willful misconduct or gross negligence of Lessor.
- h. any casualty, accident or loss arising from Tenant's failure to perform its obligations under this Lease; or
- i. any other cause whether similar to the foregoing causes.

The liability of the Tenant to indemnify Lessor, as set forth above, shall not extend to any claim



for which Lessor shall be effectively protected by insurance. If any such liability shall exceed the effective and collectable insurance proceeds, Tenant shall be liable for such excess. "Indemnify" as that term is used in this paragraph, means to protect, or insure against damage, loss, liability, claims, expenses or injury. The importance of Tenant agreeing to indemnify and hold Lessor and its officers, agents, representatives, licensees, and employees free and harmless is that, in the event that Lessor is required to make payments to a third party who is in, on, or about the Premises or related facilities by Tenant's consent, invitation, or license, whether express or implied, for or in any way connected with any of the events heretofore listed, Tenant will reimburse Lessor for such payments of money for which Lessor does not receive reimbursement by way of insurance proceeds. THE PROVISION HAS BEEN DISCUSSED WITH ME BY LESSOR OR ITS OFFICERS, AGENTS, REPRESENTATIVES, LICENSEES, OR EMPLOYEES; I HAVE READ THIS PROVISION; I UNDERSTAND THIS PROVISION; AND I KNOWINGLY AND WILLINGLY AGREE TO THIS PROVISION.

Tenant's Initials

Mo/Day/Year
Date

Tenant's Initials

Mo/Day/Year
Date

Tenant's Initials

Mo/Day/Year
Date

Tenant's Initials

Mo/Day/Year
Date

Tenant's Initials

Mo/Day/Year
Date

38. **ADDENDA TO LEASE.** The following Addenda are hereby incorporated by reference into and made a part of this Lease, whether or not the same are attached hereto. Tenant acknowledges that it has received and reviewed each Addendum listed below. (List all that apply at date of signing.)

____ No Addenda OR _____ Lead-Based Paint Disclosures Addendum
 Rules and Regulations
____ Others: _____



WHEREFORE, we the undersigned, do hereby execute and agree to this Lease Agreement.

LANDLORD:

By: _____

Date: _____

Debbie Rosenberg, Owner
Rose-Lo Properties, LLC
P.O. Box 572
Carmel, IN 46082

TENANTS: Any person living in the leased premise for mot than three (3) days must sign this lease.

Tenant Number 1:

Signature

Printed Name

Social Security Number

Date of Birth

Permanent Address

City, State, Zip

Phone / Cell Number

Email Address

Tenant Number 2:

Signature

Printed Name

Social Security Number

Date of Birth

Permanent Address

City, State, Zip

Phone / Cell Number

Email Address



Tenant Number 3:

_____ Signature	_____ Printed Name
_____ Social Security Number	_____ Date of Birth
_____ Permanent Address	_____ City, State, Zip
_____ Phone / Cell Number	_____ Email Address

Tenant Number 4:

_____ Signature	_____ Printed Name
_____ Social Security Number	_____ Date of Birth
_____ Permanent Address	_____ City, State, Zip
_____ Phone / Cell Number	_____ Email Address

Tenant Number 5:

_____ Signature	_____ Printed Name
_____ Social Security Number	_____ Date of Birth
_____ Permanent Address	_____ City, State, Zip
_____ Phone / Cell Number	_____ Email Address



Exhibit A

Smoke Detector Compliance Form

Property Address: _____

LANDLORD:
Owner(s) of Property: _____ Managing Agent (if applicable): _____

TENANT(S):
Printed: _____ Signed: _____

Date: _____

Tenants are required to sign off on working smoke 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

A landlord who violates Indiana Code 22-11-18-3.5 (1) at the time the landlord delivers a rental unit to a tenant, or (2) if the smoke detector is wired into the rental unit's electrical system, by failing to repair or replace the inoperable smoke detector not later than seven (7) days after receiving written notice by certified mail (return receipt requested, of the need to repair or replace the inoperable smoke detector), commits a Class B infraction (up to a \$1,000 fine). However, the offense is a Class A infraction (up to a \$10,000 fine) if the landlord has a prior violation for an offense under this section.



**Rose-Lo Properties, LLC
RESIDENTIAL LEASE GUARANTY**

THIS RESIDENTIAL LEASE GUARANTY (“Lease Guaranty”), is executed and made as of the Day of Month, Year, by the person(s) whose name(s) are signed below (“Guarantor(s)”), in favor of Rose-Lo Properties, LLC (“Lessor”) or its agent.

WITNESSETH: THAT

WHEREAS, Lessor has entered into a Lease Agreement with, _____, _____, _____, _____, and _____, (collectively, “Tenant”), dated Month Day, Year, as the same may be amended or extended from time to time, with or without the knowledge of Guarantor(s) (the “Lease”); and

WHEREAS Lessor will enter in the Lease only if Tenant’s compliance with, and payment, performance, and observation of, all the payments, covenants, terms, conditions, and agreements in the Lease to be complied with, or paid, performed or observed, by Tenant is guaranteed by the Tenant’s parent(s), guardian or other responsible third party; and

WHEREAS, to induce Lessor to enter the Lease, Guarantor(s) is willing to guarantee Tenant’s compliance with, and payment, performance and observation of, all of the payment’s covenants, terms, conditions and agreements in the Lease to be complied with, or paid, performed or observed, by Tenant upon the terms and conditions hereinafter set forth; and

WHEREAS, Guarantor(s) has received a copy of the Lease and is familiar with its terms, and Guarantor(s) understands Tenants may modify or extend the terms of the Lease and Lessor has no duty to inform Guarantor(s) of same.

NOW, THEREFORE, Guarantor(s) (jointly and severally, if applicable) agrees as follows:

1. Guarantor(s) hereby absolutely and unconditionally guarantees to Lessor the prompt and full compliance with, and payment, performance and observance of, in any and all events, all of the payments, covenants, terms, conditions and agreements in the Lease (as the same now exists or as altered, amended, modified, supplemented, extended or renewed at any time or from time to time hereafter) to be complied with, or paid, performed or observed, by Tenant, and hereby agrees to pay all expenses, including reasonable attorneys’ fees, paid or incurred by Lessor in endeavoring to enforce compliance with, or payment, performance or observance of, any such payment, covenant, term, condition or agreement and/or in endeavoring to enforce this Lease Guaranty.

2. Guarantor(s) shall be and remain absolutely liable to Lessor in all events for compliance with, and payment, performance and observance of, all of the payments, covenants, terms, conditions and agreements in the Lease (as the same shall exist at any time or from time to

time hereafter, including any amendments thereto, whether Guarantor(s) has knowledge of such amendments or not) to be complied with, or paid, performed or observed, by Tenants to the same extent as if Guarantor(s) were primary party to the Lease.

3. Upon default by Tenant in the compliance with, or the payment, performance and observance of, any payment, covenant, term, condition and agreement in the Lease (as the same shall exist at any time or from time to time hereafter) to be complied with or paid with, or paid, performed or observed, by Tenant, Guarantor(s) shall, and hereby agreed to, promptly cure such default and pay all damages, costs and expenses which Lessor may incur as a result thereof, and Lessor may forthwith proceed on a court of competent jurisdiction to enforce this Lease Guaranty against Guarantor(s) without having first proceeded against or exhausted its remedies against Tenant.

4. Lessor may, at any time or from time-to-time hereafter without notice to Guarantor(s), and without affecting, discharging, or impairing Guarantor's liability hereunder, (a) agree with Tenant to alter, amend, modify, supplement, extend, renew, or otherwise change the Lease, in whole or in part, and/or (b) delay, fail, forbear or neglect to enforce the Lease or any right or remedy thereunder against Tenant. Guarantor's liability hereunder shall not be affected, discharged or impaired by the bankruptcy or insolvency of Tenant, its successor or assigns, or by the disaffirmation or abandonment of this Lease by any trustee or receiver of Tenant, its successors and assigns.

5. Guarantor(s) hereby expressly waives: (a) notice of the acceptance of this Lease Guaranty; (b) notice of the existence, creation, alteration, amendment, modification, supplementation, extension, renewal or any other change in the Lease; (c) notice of default, and all other notices, presentation and demands whatsoever; and (d) all diligence on the part of Lessor in enforcement of compliance with, and payment, performance and observance of, any payment, covenant, term, condition and agreement in the Lease.

6. No delay on the part of Lessor in the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise by Lessor of any right or remedy hereunder shall preclude other or future exercise thereof or the exercise of any other right or remedy.

7. This Lease Guaranty shall be binding upon Guarantor(s), his/her personal representative, successors, and assigns, and shall inure to the benefit of Lessor, its successors, and assigns.

8. The parties and Guarantor(s) agree that Indiana law will apply in interpreting this Lease. The Guarantor(s) knowingly, voluntarily, and intentionally waive the right either of them may have to litigate or submit any dispute regarding or relating to the Lease to any court or venue outside Monroe County, Indiana, and agree that the courts in Monroe County, Indiana, will have jurisdiction over any dispute.



IN WITNESS WHEREOF, Guarantor(s) has executed this Residential Lease Guaranty as of the day and year first above written.

Guarantor Signature: _____

Printed: _____

Guarantor
Email Address: _____

Permanent Address: _____

SSN# or DL#: _____

Telephone Number: _____

Tenant Name: _____

Tenant
Email Address: _____

Leased Address: _____

*Due to personal information original documents on file