

1 **VARSITY PROPERTIES**
2 2015 NORTH DUNN STREET
3 BLOOMINGTON, INDIANA 47408

CEDAR CREEK
TELEPHONE: 812.334.0333
FACSIMILE: 812.331.7731

4
5 UNIT NUMBER: _____ MONTHLY RENT INSTALLMENT(S): \$ _____
6
7 DATE LEASE BEGINS: _____ INSTALLMENT 1 OF _____, DUE: _____
8
9 DATE LEASE ENDS: _____ SECURITY DEPOSIT: \$ _____
10
11 MAIN TENANT CONTACT: _____
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13 **LEASE AGREEMENT**

14
15 THIS LEASE AGREEMENT ("Lease") is made this _____ day of _____,
16 _____, by and between Varsity Properties ("Landlord") and the individual(s) listed below (hereinafter
17 referred to jointly and severally as "Tenant");
18

19 TENANT NAME

TENANT PHONE

20 _____
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sample

31 Landlord hereby Leases to Tenant, for private residence, the premises known as
32 _____ N. Dunn St., Bloomington, Indiana 47408 ("Premises"), a _____ bedroom
33 _____ bathroom _____ level floor plan. Lease shall be upon the following terms and conditions:
34

- 35 1. Term of Lease. The term of this Lease shall begin on _____, _____, at a time
36 scheduled by Landlord, and end on _____, _____, at 8:00 AM, unless sooner
37 terminated or renewed per the terms and conditions of this Lease. Move-out inspection must be
38 completed as scheduled by Landlord on the final day of the Lease.
39
- 40 2. Rent. The total rent for the term of this Lease shall be in the amount of _____ Dollars
41 (\$ _____), which shall be paid in full and in advance, in
42 _____, (_____) equal monthly installments of
43 _____ Dollars
44 (\$ _____). Rent installments shall be paid monthly beginning
45 _____ via one (1) check or money order made payable to Varsity
46 Properties. Payment by separate checks to the office each month may result in a ten percent (10%)
47 penalty of that installment's full amount, however checks sent via mail will be accepted separately.
48 Cash will not be accepted as a method of payment. Credit/debit card transactions and online payments
49 will be available through an outside processing firm (processing fees may apply). Landlord reserves the
50 right to accept only one (1) check or money order as payment for each rent installment. Rent shall be
51 made payable in advance on or before the first (1st) day of each month without deduction or demand by
52 mailing or delivering rent installments to 2015 North Dunn Street, Bloomington, Indiana 47408.
53
54
- 55 3. Partial Payments. The Tenant agrees to pay the full amount of each rent installment when due. Any
56 partial payment of rent will be accepted (without prejudice to any enforcement of Landlord's rights and
57 remedies) but full late fees, as outlined in paragraph 4 below, will continue to accrue until said rent is
58 paid in full.
59
- 60 4. Late Payments. Tenant agrees to make all payments on or before the due date. Failure to do so causes
61 Landlord to incur damages in the form of added administrative expense and time, in an amount which is

62 uncertain. Accordingly, Tenant agrees that it is reasonable for the Landlord to charge a fee in the form
63 of liquidated damages. In the event that any balance (i.e. rent installment, service work order, utility,
64 etc.) is not paid in full on or before its due date, then Tenant agrees to pay a late payment fee in the
65 amount of Ten Dollars (\$10.00) for each day that said balance remains unpaid, up to a maximum
66 amount of Seventy Dollars (\$70.00) for each such balance. A bad check constitutes nonpayment and an
67 NSF fee of Thirty-Five Dollars (\$35.00) will be charged in addition to any applicable late fees.
68 Landlord reserves the right to accept only certified funds after one (1) Tenant check has been returned
69 unpaid by the bank. Upon Tenant's request Landlord will "hold" checks for the requested time however
70 any and all late fees will still apply.

71
72 5. Security and Damage. Tenant shall deposit with Landlord an amount of _____ Dollars
73 _____
74 (\$ _____) on or before _____ as a security deposit for
75 the performance of each and every provision of this Lease. Tenant may not deduct any rent payments
76 from the security deposit. Tenant authorizes Landlord to deduct the following charges, those noted
77 below and those applicable, from the security deposit:
78

- 79 A. Damage(s): The cost associated with contracting for and the payment of any repairs,
80 replacements, repainting (necessitated in association with wall repair of any hole or wall
81 damage – other than holes, in reasonable number, made by standard straight pins or thumb
82 tacks), cleaning and other such expenses relating to the Premises, fixtures, appliances, systems
83 and furniture (if applicable) incurred by the Landlord as a result of Tenant's actions, excepting
84 normal wear and tear will be deducted from the Tenant's security deposit.
85 B. General Cleaning Fee: The sum of _____ Dollars
86 (\$ _____) is hereby paid by the Tenant as a fee (not as a deposit) for the purpose
87 of cleaning the unit at the conclusion of the Lease term. If the cost of cleaning exceeds this
88 amount the remaining balance will be deducted from deposit.
89 C. Carpet Cleaning Fee: The sum of _____ Dollars
90 (\$ _____) is hereby paid by the Tenant as a fee (not as a deposit) for the purpose
91 of cleaning the carpet at the conclusion of the Lease term. If the cost of cleaning exceeds this
92 amount the remaining balance will be deducted from deposit.
93 D. Door lock change: The sum of _____ Dollars
94 (\$ _____) is hereby paid by the Tenant as a fee (not as a deposit) for the purpose
95 of changing door locks at the conclusion of the Lease term. If the cost of changing door locks
96 exceeds this amount the remaining balance will be deducted from deposit.
97 E. Administration Fee: The sum of _____ Dollars
98 (\$ _____) is hereby paid by the Tenant as a fee (not as a deposit) for
99 administrative services rendered in the security deposit return process.
100 F. Rent and Late Fees: Any unpaid rent, late fees, bad check fees or portions thereof, as
101 provided by the terms of this Lease, will be deducted from the Tenant's security deposit.
102 G. Utilities/City Fines: The cost of any unpaid City of Bloomington Tenant fines or invoices for
103 utilities for which the Tenant is responsible and which are left unpaid at the termination of this
104 Lease will be deducted from the Tenant's security deposit (i.e. Tenant is responsible for the
105 cost of all applicable utilities and fines for the entire Lease term).
106 H. Abandoned Property and Debris: The cost of disposing of any abandoned property or debris
107 left in or around the Premises after Tenant has vacated the Premises will be deducted from the
108 Tenant's security deposit.
109 I. Legal Fees: The cost of any attorney fees, court costs, discovery costs or other such costs
110 incurred by Landlord as a result of Tenant's breach of any term of this Lease, or the defense
111 of any lawsuit in which Landlord is deemed not in breach, will be deducted from the Tenant's
112 security deposit.
113 J. Non-Consummated Lease: The full amount of the security deposit will be forfeited if Tenant
114 fails to consummate this Lease Agreement and does not take possession of the Premises.

115
116 This provision shall in no way limit Landlord's right to recover amounts which may be owed by Tenant
117 in excess of the security deposit. Upon the termination of this Lease an itemized list of damages will be
118 mailed to chosen Tenant (to be provided by Tenant on page 10) at the chosen individual's permanent
119 address as listed in this Lease. If the balance of the security deposit is in excess of the damages, then
120 said balance will be returned to Tenant at the agreed upon forwarding address, without interest, within
121 forty-five (45) days after the termination of this Lease or any subsequent renewals of this Lease.
122 Landlord will not divide any security deposit refund among separate Tenants and is not responsible for
123 apportioning the balance of any security deposit among Tenants. If the amount of damages caused by
124 Tenant is in excess of the security deposit amount, then Tenant agrees to pay to Landlord the amount of

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any such excess within thirty (30) days from the date of said notice. Security Deposit disputes must be submitted in writing and within ten (10) days from the date of said notice.

6. Inspections. A joint inspection with at least one (1) Tenant to this Lease will be scheduled upon both move-in and move-out. The move-in inspection shall take place prior to Tenant's move into the Premises at a date and time as scheduled by Landlord. NOTE: Only those persons a party to this Lease shall be permitted to participate in such inspections upon verification by Landlord that Tenant's security deposit and first rent installment have been paid in full. An inspection report and inventory shall be completed during the move-in inspection describing the condition of the Premises and shall be signed by at least one Tenant to the Lease prior to move-in. The inspection report and inventory shall be made a part of this Lease. A move-out inspection and inspection report and inventory shall also be conducted at a specific time the date the Lease terminates scheduled by the Landlord. Any damage to the Premises caused by an act or omission of Tenant (or guest or invitee of Tenant) and not identified on the move-in inspection report and/or inventory, other than normal wear and tear, shall be the Tenant's responsibility. Tenant's possession of the Premises indicates Tenant's acceptance of the Premises in an "as-is" condition.
7. Use of Premises. Tenant agrees to use the Premises exclusively as a private residence only for those individuals identified as a Tenant in this Lease. Tenant agrees not to make any changes of any nature to the Premises without first obtaining Landlord's written consent. Tenant agrees not to store items or personal property outside the confines of the interior of the Premises. Tenant further agrees to abide by all rules or regulations governing the subject neighborhood where the Premises are located, a copy of which are attached hereto as Exhibit A. Landlord reserves the right to amend or modify said rules, as Landlord believes reasonably necessary and Tenant agrees to abide by such amendments and modifications. Tenant may not use the Premises to give instruction in music or physical training. Tenant agrees not to cause or permit any disturbance, noise or other annoyance detrimental to the reasonable comfort of the neighborhood (three or more written warnings of this disturbance offense shall be deemed just cause for eviction and shall constitute a default of this Lease).
8. Upkeep. Tenant agrees, during the term of this Lease, to take good care of the Premises, its fixtures, appliances and equipment. Tenant agrees to keep the Premises, at Tenant's sole cost and expense, in a clean, aesthetically pleasing and sanitary condition. Tenant agrees to take appropriate precaution against the presence of insects, bugs and vermin (Landlord is not responsible for and this Lease will not be affected by the presence of insects, bugs and vermin but Landlord will arrange for treatment, if necessary, at Tenant's cost). Tenant agrees to promptly notify Landlord of any damage or need for repairs to the Premises. Tenant agrees to refrain from activity in or around the Premises that could damage or decrease the value of the Premises. Tenant agrees to place all trash in suitable containers and dispose of said trash in the area designated for disposal or pick-up or trash. At the termination of this Lease, for any reason, Tenant agrees to return the Premises to Landlord in the same condition as received by Tenant, normal wear and tear excepted. Tenant agrees to be responsible for any loss or damage caused by an act or omission of Tenant, Tenant's family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises.
9. Utilities. Tenant agrees to place all applicable utilities to Premises in the name of Tenant prior to the Lease start date and to leave all such utilities in Tenant's name for the entire duration of the Lease. In the event that Tenant fails to honor the aforementioned obligation regarding the placement of utilities in Tenant's name and Landlord is billed for utilities used during the Lease term, then Landlord may charge Tenant an administrative fee of Thirty Dollars (\$30.00) per occurrence. Tenant also agrees to pay for all such utilities within ten (10) days of such notice. Tenant agrees that Landlord shall not be responsible for any failure in utility service arising from causes beyond Landlord's reasonable control. It is Tenant's responsibility to arrange for utilities prior to the beginning of Tenant's tenancy. Failure to do so may result in the Premises being without utilities upon Tenant's move-in. Utility provider information is as follows:
- | | |
|---|--------------|
| Duke (Electric) | 800.521.2232 |
| City of Bloomington Utilities (Water/Sewer) | 812.339.1444 |
10. Access. Tenant shall permit Landlord or Landlord's agents and employees to enter the Premises during all reasonable hours to examine and protect the Premises, to show the Premises to prospective buyers or renters, to make repairs, additions, alterations, preventive maintenance or treatment and for any other reasonable necessity requiring such entry. Landlord will attempt to give Tenant reasonable notice of any such intended entry into the Premises, when possible. Landlord may enter the premises at any time in the event that Landlord determines that an emergency or other situation exists which requires immediate attention. Tenant may not add/change interior door locks without Landlord's consent.

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Landlord shall have the right to terminate this Lease as any such misrepresentation shall constitute a default by Tenant of this Lease. Tenant hereby authorizes Landlord to conduct a reference check of the references provided by Tenant and Tenant understands if such check reveals any evidence of credit unworthiness or dishonesty the Landlord may terminate this Lease.

24. Renewal of Lease. If Tenant desires to renew this Lease for an additional term, Tenant must give Landlord written notice of such desire no less than ninety (90) days prior to the end of Lease term or December 31, 2010, which ever comes first. Landlord reserves the right to deny Tenant's request to renew this Lease and to modify the amount of rent due for any such renewal.
25. Move-Out. Tenant agrees to follow all instructions for leaving the Premises upon the termination of this Lease incorporated herein. Estimated costs and expenses, which will be Tenant's responsibility, for failure to leave the Premises as provided by Landlord at move-in are provided in Exhibit B (page 9).
26. Miscellaneous Provisions. This Lease shall be subject to the following miscellaneous provisions:
- A. Entire Agreement. This Lease and the exhibits hereto represent the entire agreement by and between Landlord and Tenant. Landlord has made no representations or promises with respect to the Premises except those representations and promises contained herein. Landlord does not make verbal agreements. All agreements must be in writing and full executed (i.e. signed by all parties).
 - B. No Waiver by Landlord. Landlord's failure to insist on the strict performance of any provision of this Lease or exercise any right or remedy shall not constitute a waiver of any breach of this Lease by Tenant or a waiver of Landlord's right to exercise any right or remedy. Landlord's acceptance of any full or partial rent payment by Tenant shall not constitute a waiver by Landlord of any breach or default by Tenant.
 - C. Severability. Should any provision(s) of this Lease be declared invalid or unenforceable by a court of competent jurisdiction or statute, the remaining provisions of this Lease shall remain in full force and effect. This Lease shall be construed under the laws of the State of Indiana and the venue for any dispute shall be in Monroe County, Indiana.
 - D. Common Areas. In the event that any recreational facilities and/or common area space shall be associated with the complex in which the Premises are located, Tenant acknowledges that such areas are under the exclusive control of the applicable Homeowners Association or the Landlord and that Tenant, Tenant's family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises shall abide by all applicable rules and regulations governing such areas and use such areas at their own risk.
 - E. Other Tenant Defaults. If, prior to the start date provided herein, Tenant defaults in the performance of any other agreement with Landlord which Tenant and Landlord may have together, then Landlord shall have the option of terminating this Lease.
 - F. Availability of Premises. Tenant's initial access to the Premises is dependent upon the previous Tenants vacating the Premises. Landlord will take reasonable steps to insure such vacating by previous Tenants but does not accept any liability for unforeseen circumstances. In such an instance, Landlord will provide temporary living accommodations, without abatement of the rent provided herein.
 - G. Reasonable Notice and Postings. Reasonable notice and or balance statements will be posted via one or more of the following: Premises front door, Tenant voicemail, and/or Tenant e-mail. Tenant is responsible for providing Landlord with updated contact information.
 - H. Trash Service: Landlord will provide private trash service where permissible by the City of Bloomington. If private trash service is not permitted at Premises by the City of Bloomington Tenant is responsible for proper disposal and the cost of any such disposal.

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of due for the remainder of the Lease along with any and all additional charges for fines and expenses shall become immediately due as set forth within the Lease. Each different violation shall be handled as a separate violation and shall be charged per violation occurrence. Remedies for fines may also be adjudicated in small claims court.

- R. Specific rules regarding vehicle parking for Tenant and Tenant’s guests shall be promulgated at the time parking permits are distributed. The general guidelines are as follows, but specific instructions may also be issued when permits are distributed.
 - a. All Tenants of the complex who have a car must fill out an application for a parking permit. Vehicles not displaying an official parking permit will be towed at vehicle owner’s expense. Parking regulations shall be enforced at all times per instructions issued with the permit.
 - b. Once the parking permit is issued, Tenant will be on file regarding name, address, unit number, car make and model, license number, etc. Parking permits are non-transferable.
 - c. Only one permit per each Tenant on the Lease will be issued. A copy of the Lease is needed to verify that you are a resident. No extra permits will be issued.
 - d. Properly affix your parking permit on the driver’s side at the bottom of the front windshield on a permanent basis.
 - e. In the event that the Tenant should need to replace their parking permit, and the original permit is not returned for any reason, replacement permits will cost \$100.00.
 - f. Each year a new parking permit will be issued.
 - g. Because of the large number of residents’ cars in the complex, it is not possible to issue and monitor visitor’s permits. Therefore, the Landlord suggests that visitor’s park in visitors’ parking spaces only. Remember, cars not displaying a parking permit will be towed from the complex parking areas. During football games and other major events at the stadium or Assembly Hall, the entrance to the complex may be blocked and only cars with permits will be allowed to enter the complex.
 - h. All parked cars may be relocated via tow truck following notice for the purpose of asphalt repair, snow removal, parking lot improvements/painting, construction, etc.
- S. Tenant agrees to use reasonable efforts to reduce any loss resulting from spoiled food in the event that the refrigerator in Tenant’s unit fails (i.e., storing temperature sensitive food items in a neighbor’s refrigerator or a cooler, etc.)

509 EXHIBIT B: ESTIMATED MOVE-OUT COST SCHEDULE

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511 CLEANING AND REPAIR CHARGES

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513 Landlord will deduct cleaning and repair charges from Tenant's security deposit or bill Tenant if the
 514 aforementioned deduction from the security deposit is not adequate to cover such cost. The charges below are
 515 representative only (i.e., not all inclusive) and are estimates. The actual cost to clean or repair said items could
 516 be higher.

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518 KITCHEN CLEANING

BATHROOM CLEANING

MISCELLANEOUS

519

520 Stove/Oven	\$45 and up	Shower door	\$25 and up	Drip pans	\$5 each
521 Stove hood	\$15 and up	Tub/Shower	\$45 and up	Carpet cleaning	Contractor Price
522 Fridge/Freezer	\$45 and up	Sinks/Cabinets	\$15 and up	Trash removal	\$20 and up
523 Dishwasher	\$15 and up	Counter tops	\$15 and up	Wallpaper	\$150 and up
524 Microwave	\$15 and up	Medicine cabinet	\$15 and up	Painting	\$10/wall/coat
525 Disposal	\$25 and up	Mirrors	\$15 and up	Holes in wall	\$40 and up
526				Drywall repair	\$35 and up
527				Air vents	\$10 and up

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REPLACEMENT CHARGES

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530 In the event that any item is missing or damaged beyond reasonable repair, Tenant must replace such item(s), or
 531 such item(s) and the accompanying labor will be deducted from Tenant's security deposit or billed to Tenant if
 532 said security deposit is not adequate to cover such cost. The charges below are representative only (i.e., not all
 533 inclusive) and are estimates. The actual cost to repair or replace said items could be higher.

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535 Window glass	\$100 and up	Garbage disposal	\$65 and up
536 Patio door glass	\$150 and up	Mirrors for bathroom	\$150 and up
537 Window screens	\$35 each	Doors	\$150 and up
538 Patio screens	\$75 and up	Light Fixtures	\$50 and up
539 Keys	\$15 each	Standard or flood light bulbs	\$2 and \$7 each
540 Lock	\$35 and up	Counter tops	\$250 and up
541 Fire extinguisher	\$25 and up	Mini blinds	\$15 and up
542 Toilet seats	\$25 and up	Towel racks	\$15 and up
543 Vinyl flooring	Contractor Price	Carpet	Contractor Price
544 Crisper shelf	\$120 per shelf		

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572 Landlord is authorized to send security deposit refund minus all applicable deductions per Lease to the following
573 individual, at the individual's permanent address as listed below:

574 _____
575 _____
576 (Tenant Name)

577
578 **By signing below, Tenant acknowledges that Tenant has read, understands, and agrees to the terms and**
579 **conditions of this Lease.** Tenant's permanent address will be used for any communications after Lease term.

580
581 _____
582 (Signature)

_____ (Permanent Street Address)

583
584 (Printed Name)

_____ (City, State, Zip Code)

585
586 (Social Security Number)

_____ (School E-Mail Address)

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588 (Date)

_____ (Cell Phone Number)

589
590
591 (Signature)

_____ (Permanent Street Address)

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593 (Printed Name)

_____ (City, State, Zip Code)

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595 (Social Security Number)

_____ (School E-Mail Address)

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597 (Date)

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600 (Signature)

_____ (Permanent Street Address)

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602 (Printed Name)

_____ (City, State, Zip Code)

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604 (Social Security Number)

_____ (School E-Mail Address)

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606 (Date)

_____ (Cell Phone Number)

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609 (Signature)

_____ (Permanent Street Address)

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611 (Printed Name)

_____ (City, State, Zip Code)

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613 (Social Security Number)

_____ (School E-Mail Address)

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615 (Date)

_____ (Cell Phone Number)

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618 (Signature)

_____ (Permanent Street Address)

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620 (Printed Name)

_____ (City, State, Zip Code)

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622 (Social Security Number)

_____ (School E-Mail Address)

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624 (Date)

_____ (Cell Phone Number)

625
626 LANDLORD SIGNATURE

627
628 **VARSIY PROPERTIES**

629
630 By: _____
631 (Agent for Landlord)

2015 N. Dunn St., Bloomington, IN 47408
812.334.0333