

1 **VARSITY PROPERTIES**  
2 2015 NORTH DUNN STREET  
3 BLOOMINGTON, INDIANA 47408  
4

**CEDAR CREEK**  
TELEPHONE: 812.334.0333  
FACSIMILE: 812.331.7731

5 UNIT NUMBER: \_\_\_\_\_ MONTHLY RENT INSTALLMENT(S): \$ \_\_\_\_\_

6  
7 DATE LEASE BEGINS: \_\_\_\_\_ INSTALLMENT 1 OF \_\_\_\_\_, DUE: \_\_\_\_\_

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9 DATE LEASE ENDS: \_\_\_\_\_ SECURITY DEPOSIT: \$ \_\_\_\_\_

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11 MAIN TENANT CONTACT: \_\_\_\_\_  
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13 **LEASE AGREEMENT**

14 THIS LEASE AGREEMENT ("Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_,  
15 \_\_\_\_\_, by and between Varsity Properties ("Landlord") and the individual(s) listed below (hereinafter  
16 referred to jointly and severally as "Tenant"):  
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19 TENANT NAME

TENANT PHONE

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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:  
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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.  
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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 (1<sup>st</sup>) day of each month without deduction or demand by  
52 mailing or delivering rent installments to 2015 North Dunn Street, Bloomington, Indiana 47408.  
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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.  
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4. Late Payments. Tenant agrees to make all payments on or before the due date. Failure to do so causes Landlord to incur damages in the form of added administrative expense and time, in an amount which is uncertain. Accordingly, Tenant agrees that it is reasonable for the Landlord to charge a fee in the form of liquidated damages. In the event that any balance (i.e. rent installment, service work order, utility, etc.) is not paid in full on or before its due date, then Tenant agrees to pay a late payment fee in the amount of Ten Dollars (\$10.00) for each day that said balance remains unpaid, up to a maximum amount of Seventy Dollars (\$70.00) for each such balance. A bad check constitutes nonpayment and an NSF fee of Thirty-Five Dollars (\$35.00) will be charged in addition to any applicable late fees. Landlord reserves the right to accept only certified funds after one (1) Tenant check has been returned unpaid by the bank. Upon Tenant's request Landlord will "hold" checks for the requested time however any and all late fees will still apply.

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

- A. Damage(s): The cost associated with contracting for and the payment of any repairs, replacements, repainting (necessitated in association with wall repair of any hole or wall damage – other than holes, in reasonable number, made by standard straight pins or thumb tacks), cleaning and other such expenses relating to the Premises, fixtures, appliances, systems and furniture (if applicable) incurred by the Landlord as a result of Tenant's actions, excepting normal wear and tear will be deducted from the Tenant's security deposit.
- B. General Cleaning Fee: The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is hereby paid by the Tenant as a fee (not as a deposit) for the purpose of cleaning the unit at the conclusion of the Lease term. If the cost of cleaning exceeds this amount the remaining balance will be deducted from deposit.
- C. Carpet Cleaning Fee: The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is hereby paid by the Tenant as a fee (not as a deposit) for the purpose of cleaning the carpet at the conclusion of the Lease term. If the cost of cleaning exceeds this amount the remaining balance will be deducted from deposit.
- D. Painting Fee: The sum of Twelve Dollars (\$12.00) per coat per wall is hereby paid by the Tenant as a fee (not as a deposit) for painting of walls necessitated in association with marks, wall repairs, food/spills etc. The cost associated with wall repairs will vary based on size.
- E. Door lock change: The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is hereby paid by the Tenant as a fee (not as a deposit) for the purpose of changing door locks at the conclusion of the Lease term. If the cost of changing door locks exceeds this amount the remaining balance will be deducted from deposit.
- F. Administration Fee: The sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is hereby paid by the Tenant as a fee (not as a deposit) for administrative services rendered in the security deposit return process.
- G. Rent and Late Fees: Any unpaid rent, late fees, bad check fees or portions thereof, as provided by the terms of this Lease, will be deducted from the Tenant's security deposit.
- H. Utilities/City Fines: The cost of any unpaid City of Bloomington Tenant fines or invoices for utilities for which the Tenant is responsible and which are left unpaid at the termination of this Lease will be deducted from the Tenant's security deposit (i.e. Tenant is responsible for the cost of all applicable utilities and fines for the entire Lease term).
- I. Abandoned Property and Debris: The cost of disposing of any abandoned property or debris left in or around the Premises after Tenant has vacated the Premises will be deducted from the Tenant's security deposit.
- J. Legal Fees: The cost of any attorney fees, court costs, discovery costs or other such costs incurred by Landlord as a result of Tenant's breach of any term of this Lease, or the defense of any lawsuit in which Landlord is deemed not in breach, will be deducted from the Tenant's security deposit.
- K. Non-Consummated Lease: The full amount of the security deposit will be forfeited if Tenant fails to consummate this Lease Agreement and does not take possession of the Premises.

This provision shall in no way limit Landlord's right to recover amounts which may be owed by Tenant in excess of the security deposit. Upon the termination of this Lease an itemized list of damages will be mailed to chosen Tenant (to be provided by Tenant on page 10) at the chosen individual's permanent address as listed in this Lease. If the balance of the security deposit is in excess of the damages, then

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said balance will be returned to Tenant at the agreed upon forwarding address, without interest, within forty-five (45) days after the termination of this Lease or any subsequent renewals of this Lease. Landlord will not divide any security deposit refund among separate Tenants and is not responsible for apportioning the balance of any security deposit among Tenants. If the amount of damages caused by Tenant is in excess of the security deposit amount, then Tenant agrees to pay to Landlord the amount of 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

- 185 10. Access. Tenant shall permit Landlord or Landlord’s agents and employees to enter the Premises during  
186 all reasonable hours to examine and protect the Premises, to show the Premises to prospective buyers or  
187 renters, to make repairs, additions, alterations, preventive maintenance or treatment and for any other  
188 reasonable necessity requiring such entry. Landlord will attempt to give Tenant reasonable notice of  
189 any such intended entry into the Premises, when possible. Landlord may enter the premises at any time  
190 in the event that Landlord determines that an emergency or other situation exists which requires  
191 immediate attention. Tenant may not add/change interior door locks without Landlord’s consent.
- 192 11. Maintenance. Landlord agrees to keep the Premises, including any furniture and appliances furnished,  
193 in reasonable repair during the term of this Lease. Tenant agrees to promptly report the need for  
194 maintenance to Landlord, including emergency maintenance. When the need for maintenance has been  
195 caused by the willful or irresponsible conduct of Tenant, Tenant’s family, guests, invitees, agents,  
196 employees or any other person that Tenant permits to be in or around the Premises, Landlord will repair  
197 the Premises on account for Tenant. The cost of any such repair work necessitated by Tenant, Tenant’s  
198 family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around  
199 the Premises shall be billed to Tenant and paid by Tenant within ten (10) days of such billing. Further  
200 terms and conditions regarding the maintenance of the Premises are as follows:
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- 202 A. Tenant Negligence. Tenant accepts and understands that Tenant will be responsible for  
203 charges associated with the Landlord’s maintenance, repair or replacement caused by Tenant  
204 negligence, including but not limited to, such items as stopped-up stools, malfunctioning  
205 garbage disposals due to improperly disposed items (such as glass, coins, bottle caps,  
206 silverware, excessive food product, etc.), damage caused by running the dishwasher with  
207 stopped-up sink, improper use of appliances, damaged locks, lost mail keys (to be charged at  
208 the rate of Forty Dollars (\$40.00) per key), holes in the walls and ceiling, excess moisture (i.e.  
209 sloppy showering), burned out light bulbs and other such items. Labor for Landlord’s  
210 maintenance staff is charged at the rate of Thirty Dollars (\$30.00) per hour for work  
211 completed during normal business hours and Fifty Dollars (\$50.00) per hour for work  
212 completed during times outside normal business hours (weekends, evenings, etc.). In the  
213 event that Tenant fails to make payment for such maintenance within ten (10) days, said  
214 amount shall be subject to interest at the rate of eighteen percent (18%) per annum, or Ten  
215 Dollars (\$10.00) per day as described in paragraph 4, at the discretion of Landlord, and may  
216 be deducted from Tenant’s security deposit.
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- 218 B. Excessive Utilities. Landlord shall not be responsible to Tenant for reimbursement of  
219 excessive water/sewer bills due to running or overflowed stools, busted pipes or faucets, the  
220 reimbursement of excessive electric bills resulting from open or broken doors or windows, or  
221 other such charges. It is Tenant’s responsibility to promptly report the need for the  
222 maintenance of such items to Landlord.
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- 224 C. Securing Premises. Tenant agrees to take appropriate precaution against unauthorized entry  
225 into the Premises by locking and securing doors and windows. Tenant agrees to promptly  
226 report doors and windows that will not lock to Landlord.
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- 228 D. No Reduction in Rent. Tenant agrees that no reduction of rent shall be claimed or allowed to  
229 Tenant due to any inconvenience or discomfort arising as a consequence of any maintenance,  
230 repair or replacement made in or around the Premises when such maintenance, repair or  
231 replacement is beyond the reasonable control of Landlord.
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- 233 12. Personal Property. Tenant is responsible for obtaining and maintaining insurance on Tenant’s personal  
234 property. Landlord is not responsible or liable in any way for damage or loss to Tenant’s personal  
235 property. Landlord advises Tenant to obtain renters insurance. Any personal property left in the  
236 Premises after the termination of this Lease for any reason shall be deemed abandoned. Tenant hereby  
237 authorizes Landlord to dispose of any such personal property as Landlord deems advisable and Tenant  
238 hereby expressly releases Landlord of and from any and all claims and liability for damage or loss of  
239 personal property left in or around the Premises by Tenant upon the termination of this Lease or the  
240 abandonment of the Premises.
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- 242 13. Joint and Severally Liable. Each individual signing this Lease as a Tenant agrees to be jointly and  
243 severally liable to the Landlord for the full performance required hereunder and for any damages  
244 resulting from a breach or default of Tenant’s obligations. “Joint and severally liable” is a legally  
245 binding phrase which means, among other obligations, each individual signing this Lease as a Tenant is  
246 legally responsible to the Landlord for any and all obligations required hereunder (rent, damages, etc.)  
247 versus a pro-rata share of any such obligation.

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14. Tenant Disputes and Legal Advice. Landlord is not responsible in any way for resolving disputes among or between the individual Tenants to this Lease. Landlord advises Tenant to seek the advice of a licensed attorney with any and all legal questions including but not limited to Tenant disputes.
15. Pets. Tenant agrees that cats are permitted on the premises only if there is a pet addendum filled out completely and signed. Tenant agrees that any cat must be approved by Landlord.
16. Subletting Not Permitted. Tenant agrees not to sublet or assign the Premises. Any such sublet or assignment shall be void and subject to eviction.
17. Winterizing. Tenant agrees to take appropriate winterizing precautions to help insure that the plumbing servicing the Premises does not freeze. Tenant agrees that the heat within the Premises shall not be turned below sixty (60) degrees Fahrenheit and that electricity and water will remain on and in Tenant's name throughout the term of this Lease. Tenant's failure to take appropriate winterizing precautions could result in Tenant being assessed charges associated with any maintenance, repair or replacement necessitated by such failure.
18. Prohibited Items and Actions. Tenant agrees not to keep any water beds on or about the Premises, or any other article or item that would be likely to damage the interior or exterior of the Premises or be hazardous to life or property. Tenant agrees not to act in a manner that might cause injury to Tenant or others and to refrain from activity that might damage the Premises or surrounding common areas.
19. Parking. Landlord does not guarantee parking for each individual signing this Lease as Tenant. The number of parking spaces is controlled by local zoning regulations as of the time the subject complex was constructed. All vehicles must have valid parking permits. Landlord shall not be liable for any towing charge or damage to vehicle resulting from unauthorized parking by Tenant or others. Landlord reserves the right to invalidate the parking permit(s) of Tenant for an indefinite term if Tenant is found in violation of any provision of Lease, Lease exhibits, Lease modifications, and or Lease addendums and renewals provided that Landlord provides Tenant with reasonable notice no less than twenty four (24) hours prior the effective date and time of permit(s) invalidation.
20. Destruction of Premises. In the event that the Premises become uninhabitable by reason of fire, accident or other cause beyond Tenant's reasonable control and totally not caused by the negligence of Tenant, Tenant's family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises, then rent shall be due only up to the date of such damage or destruction. If Landlord chooses to rebuild/repair the Premises, Landlord may provide adequate alternative living accommodations at Landlord's expense without abatement of rent.
21. Default and Remedies. If the Tenant fails to make payments, when due, in any amount required by this Lease or if Tenant fails to perform as required by any provision of this Lease, Tenant shall be in default. In the event of such default, Landlord may re-enter and take possession of the Premises and have Tenant and Tenant's property removed there from. In the event of such default or eviction, all remaining rent shall become immediately due and payable without further notice. In the event of such default or eviction, Landlord may re-let the Premises upon terms and conditions as deemed appropriate by Landlord and such re-letting shall in no way affect the liability of Tenant. Any amounts obtained by Landlord via such re-letting shall be first applied toward the expenses associated with the re-letting of the Premises with the remainder, if any, to be applied toward Tenant's obligations hereunder. Tenant agrees that Landlord is not limited to the remedies referenced above and may seek any other remedy against Tenant as allowed under applicable law. Tenant agrees to be responsible and pay for any legal expense, attorney fees, discovery fees, court costs and other such fees and expenses incurred by Landlord in Landlord's effort to enforce the terms and conditions of this Lease.
22. Limited Liability. Landlord shall not be responsible or liable for any damage or injury sustained by Tenant, Tenant's family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises. Tenant hereby agrees to waive any and all claims against Landlord for personal injury and any loss or damage to property.
23. Application and References. Landlord offers this Lease to Tenant based upon the representations made on the applications submitted by Tenant. If any such statement is misleading, incorrect or false the 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

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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, \_\_\_\_\_, whichever 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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EXHIBIT A: RULES AND REGULATIONS

The following Rules and Regulations (“Rules”), as referenced on page 3, paragraph 7 of this Lease, must be observed and followed by Tenant, as such Rules help to insure that Tenant has the opportunity to reside in a pleasant and orderly community.

- A. The sidewalks, courts, entry passages, halls, stairways, decks, and patios shall not be obstructed by any means by Tenant, or used for any purpose other than that of entry or non-destructive enjoyment.
- B. No trash, bags, etc. shall be left outside of Tenant’s door, hallway. Stairway, entry passages, courts, sidewalks, etc. Trash shall be disposed of immediately in the dumpsters provided.
- C. The front porches, patios, and decks are not common areas and shall only be used by the Tenant of the attached unit or guests of such Tenant.
- D. Tenant and their guests or visiting relatives shall maintain order in the building and shall not make or permit any improper noises or conduct, etc. in the building or interfere in any way with other Tenants or those having business with them.
- E. The use of all pianos, radios, television sets, stereos, etc. and other sound or musical devices shall be kept at a low sound level as not to be heard outside the unit.
- F. Landlord acknowledges Tenant’s right to have parties provided the Tenant conducts said parties in good order and destructive behavior is avoided. The number of persons on a floor or deck must conform to safety codes and safety standards established by courtesy patrol and law enforcement officers.
- G. No vehicles—motorbikes, bicycles, etc.—shall be allowed in the corridors, halls, or elsewhere in the building or on sidewalks, and Landlord reserves the right to remove any and all objectionable items and nuisances. Parking for these shall be in the parking area only.
- H. Nothing shall be thrown out of the windows or doors, or down the passages, stairways, etc of the building or unit by Tenant or guest of Tenant.
- I. The bathroom and kitchen facilities, sinks drains, bathtub drains, etc. shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, tampons, ashes, sanitary napkins, or other substances, etc. shall be thrown or deposited therein. Violation shall constitute the Tenant being charged for repairs resulting from these violations as set forth in the Lease.
- J. Any damage resulting to any part of the Premises, including appliances, sinks, bathtubs, showers, fixtures, walls, woodwork, carpeting, stairways, siding, balconies, closets, flooring, windows, window coverings, furnace, air conditioner, hot water heater, garbage disposal, , etc. from misuse, or negligence shall be paid for by the Tenant per the terms of the Lease.
- K. Unit damage from the weather by means of open doors or windows shall be paid for by the Tenant consistent with the terms of the Lease.
- L. No painting or wall papering shall be done or alterations made to any part of the Premises by putting up or changing any partition, door or window, and no nailing, boring or screwing into the woodwork or walls shall be used to hang pictures. No tape or stick up holders shall be used (adhesives cause expensive repair bills because when they are removed they usually remove the supporting wallboard paper backing). Violation shall result in Tenant paying for correction of the violations, including painting, per the terms of the Lease.
- M. All glass, locks, trimmings, etc. in or on the doors, walls, and windows, etc. belonging to the building shall be kept whole, and whenever any part thereof shall be broken, the same shall immediately be reported for repair and the Tenant shall be responsible for the cost of the repair, which is to be paid as set forth within the Lease.
- N. If Tenant desires shades inside the window, other than the blinds which are furnished by the Landlord, the Tenant must request from the Landlord such installation to be performed. The Tenant shall pay the cost of the installation to be performed. The Tenant shall pay the cost of the repair, which is to be paid as set forth in the Lease.
- O. One key for the entry door will be provided for each Tenant to the Lease. If you become locked out of the Premises after business hours or on weekends, you will need to call J & S Locksmith at (812) 332-4533. Identification is required for re-entry purposes. The service is available at no charge during normal business hours through the Varsity Properties office.
- P. Any change of locks by the Tenant is prohibited. Lock changes may be handled through the office of the Landlord only. Cost of the lock and labor for the installation is to paid buy the Tenant to the Landlord as the labor rates set forth within the Lease.
- Q. Should Tenant be in default with respect to any rule stated herein, Landlord will provide notice of said violation to Tenant. If the Tenant does not immediately correct the violation, the Tenant may be fined up to \$25 per day so long as the violation continues. Fines shall become a charge to the Tenant and shall be payable by the terms set forth within the Lease. If Landlord issues three (3) or

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more notices of Rule violations Tenant, the Landlord may terminate the Lease and the full amount 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.)



499 EXHIBIT B: ESTIMATED MOVE-OUT COST SCHEDULE

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501 CLEANING AND REPAIR CHARGES

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503 Landlord will deduct cleaning and repair charges from Tenant’s security deposit or bill Tenant if the  
504 aforementioned deduction from the security deposit is not adequate to cover such cost. The charges below are  
505 representative only (i.e., not all inclusive) and are estimates. The actual cost to repair said items could be higher.  
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REPLACEMENT CHARGES

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509 In the event that any item is missing or damaged beyond reasonable repair, Tenant must replace such item(s), or  
510 such item(s) and the accompanying labor will be deducted from Tenant’s security deposit or billed to Tenant if  
511 said security deposit is not adequate to cover such cost. The charges below are representative only (i.e., not all  
512 inclusive) and are estimates. The actual cost to repair or replace said items could be higher.  
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514 Window glass	\$100 and up	Garbage disposal	\$65 and up
515 Patio door glass	\$150 and up	Mirrors for bathroom	\$150 and up
516 Window screens	\$35 each	Doors	\$150 and up
517 Patio screens	\$75 and up	Light Fixtures	\$50 and up
518 Mail Keys	\$40 each	Standard or flood light bulbs	\$2 and \$7 each
519 Lock	\$35 and up	Counter tops	\$250 and up
520 Fire extinguisher	\$25 and up	Blinds	\$20 and up
521 Toilet seats	\$25 and up	Towel racks	\$15 and up
522 Vinyl flooring	Contractor price	Carpet	Contractor price
523 Crisper shelf	\$120 per shelf		

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525 MISCELLANEOUS CHARGES

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527 Drip pans	\$5 each
528 Carpet cleaning	Contractor price
529 Trash removal	\$30 and up
530 Wallpaper	\$150 and up
531 Painting	\$12 per wall per coat
532 Holes in wall	\$50 and up
533 Drywall repair	\$35 and up
534 Air vents	\$10 and up

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

563 \_\_\_\_\_  
564 \_\_\_\_\_  
565 (Tenant Name)

566 \_\_\_\_\_  
567 **By signing below, Tenant acknowledges that Tenant has read, understands, and agrees to the terms and**  
568 **conditions of this Lease.** Tenant's permanent address will be used for any communications after Lease term.  
569 \_\_\_\_\_

570 \_\_\_\_\_  
571 (Signature) \_\_\_\_\_ (Permanent Street Address)

572 \_\_\_\_\_  
573 (Printed Name) \_\_\_\_\_ (City, State, Zip Code)

574 \_\_\_\_\_  
575 (Cell Phone Number) \_\_\_\_\_ (School E-Mail Address)

576 \_\_\_\_\_  
577 (Date) \_\_\_\_\_ (Parent's E-Mail Address)

578 \_\_\_\_\_  
579 \_\_\_\_\_

580 (Signature) \_\_\_\_\_ (Permanent Street Address)

581 \_\_\_\_\_  
582 (Printed Name) \_\_\_\_\_ (City, State, Zip Code)

583 \_\_\_\_\_  
584 (Cell Phone Number) \_\_\_\_\_ (School E-Mail Address)

585 \_\_\_\_\_  
586 (Date) \_\_\_\_\_ (Parent's E-Mail Address)

587 \_\_\_\_\_  
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589 (Signature) \_\_\_\_\_ (Permanent Street Address)

590 \_\_\_\_\_  
591 (Printed Name) \_\_\_\_\_ (City, State, Zip Code)

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593 (Cell Phone Number) \_\_\_\_\_ (School E-Mail Address)

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595 (Date) \_\_\_\_\_ (Parent's E-Mail Address)

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597 (Signature) \_\_\_\_\_ (Permanent Street Address)

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599 (Printed Name) \_\_\_\_\_ (City, State, Zip Code)

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601 (Cell Phone Number) \_\_\_\_\_ (School E-Mail Address)

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603 (Date) \_\_\_\_\_ (Parent's E-Mail Address)

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606 (Signature) \_\_\_\_\_ (Permanent Street Address)

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608 (Printed Name) \_\_\_\_\_ (City, State, Zip Code)

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610 (Cell Phone Number) \_\_\_\_\_ (School E-Mail Address)

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612 (Date) \_\_\_\_\_ (Parent's E-Mail Address)

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615 LANDLORD SIGNATURE  
616 \_\_\_\_\_  
617 **VARSIITY PROPERTIES**

618 \_\_\_\_\_  
619 By: \_\_\_\_\_ 2015 N. Dunn St., Bloomington, IN 47408  
620 (Agent for Landlord) 812.334.0333