

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

VARSIITY GATE
TELEPHONE: 812.334.0333
FACSIMILE: 812.331.7731

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 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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18
19 TENANT NAME

TENANT PHONE

20 _____
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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:
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.
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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 (1st) 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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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.

11. Maintenance. Landlord agrees to keep the Premises, including any furniture and appliances furnished, in reasonable repair during the term of this Lease. Tenant agrees to promptly report the need for maintenance to Landlord, including emergency maintenance. When the need for maintenance has been caused by the willful or irresponsible conduct of Tenant, Tenant's family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises, Landlord will repair the Premises on account for Tenant. The cost of any such repair work necessitated by Tenant, Tenant's family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises shall be billed to Tenant and paid by Tenant within ten (10) days of such billing. Further terms and conditions regarding the maintenance of the Premises are as follows:

A. Tenant Negligence. Tenant accepts and understands that Tenant will be responsible for charges associated with the Landlord's maintenance, repair or replacement caused by Tenant negligence, including but not limited to, such items as stopped-up stools, malfunctioning garbage disposals due to improperly disposed items (such as glass, coins, bottle caps, silverware, excessive food product, etc.), damage caused by running the dishwasher with stopped-up sink, improper use of appliances, damaged locks, lost mail keys (to be charged at the rate of Forty Dollars (\$40.00) per key), holes in the walls and ceiling, excess moisture (i.e. sloppy showering), burned out light bulbs and other such items. Labor for Landlord's maintenance staff is charged at the rate of Thirty Dollars (\$30.00) per hour for work completed during normal business hours and Fifty Dollars (\$50.00) per hour for work completed during times outside normal business hours (weekends, evenings, etc.). In the event that Tenant fails to make payment for such maintenance within ten (10) days, said amount shall be subject to interest at the rate of eighteen percent (18%) per annum, or Ten Dollars (\$10.00) per day as described in paragraph 4, at the discretion of Landlord, and may be deducted from Tenant's security deposit.

B. Excessive Utilities. Landlord shall not be responsible to Tenant for reimbursement of excessive water/sewer bills due to running or overflowed stools, busted pipes or faucets, the reimbursement of excessive electric bills resulting from open or broken doors or windows, or other such charges. It is Tenant's responsibility to promptly report the need for the maintenance of such items to Landlord.

C. Securing Premises. Tenant agrees to take appropriate precaution against unauthorized entry into the Premises by locking and securing doors and windows. Tenant agrees to promptly report doors and windows that will not lock to Landlord.

D. No Reduction in Rent. Tenant agrees that no reduction of rent shall be claimed or allowed to Tenant due to any inconvenience or discomfort arising as a consequence of any maintenance, repair or replacement made in or around the Premises when such maintenance, repair or replacement is beyond the reasonable control of Landlord.

12. Personal Property. Tenant is responsible for obtaining and maintaining insurance on Tenant's personal property. Landlord is not responsible or liable in any way for damage or loss to Tenant's personal property. Landlord advises Tenant to obtain renters insurance. Any personal property left in the Premises after the termination of this Lease for any reason shall be deemed abandoned. Tenant hereby authorizes Landlord to dispose of any such personal property as Landlord deems advisable and Tenant hereby expressly releases Landlord of and from any and all claims and liability for damage or loss of personal property left in or around the Premises by Tenant upon the termination of this Lease or the abandonment of the Premises.

13. Joint and Severally Liable. Each individual signing this Lease as a Tenant agrees to be jointly and severally liable to the Landlord for the full performance required hereunder and for any damages resulting from a breach or default of Tenant's obligations. "Joint and severally liable" is a legally binding phrase which means, among other obligations, each individual signing this Lease as a Tenant is legally responsible to the Landlord for any and all obligations required hereunder (rent, damages, etc.) versus a pro-rata share of any such obligation.

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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.)

500 EXHIBIT B: ESTIMATED MOVE-OUT COST SCHEDULE

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502 CLEANING AND REPAIR CHARGES

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

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

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526 MISCELLANEOUS CHARGES

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

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562 Landlord is authorized to send security deposit refund minus all applicable deductions per Lease to the following
563 individual, at the individual's permanent address as listed below:
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565 _____
566 (Tenant Name)

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568 **By signing below, Tenant acknowledges that Tenant has read, understands, and agrees to the terms and**
569 **conditions of this Lease.** Tenant's permanent address will be used for any communications after Lease term.
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571 _____
572 (Signature)

_____ (Permanent Street Address)

573 _____
574 (Printed Name)

_____ (City, State, Zip Code)

575 _____
576 (Cell Phone Number)

_____ (School E-Mail Address)

577 _____
578 (Date)

_____ (Parent's E-Mail Address)

579 _____
580 (Signature)

_____ (Permanent Street Address)

581 _____
582 (Printed Name)

_____ (City, State, Zip Code)

583 _____
584 (Cell Phone Number)

_____ (School E-Mail Address)

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586 (Date)

_____ (Parent's E-Mail Address)

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588 (Signature)

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590 (Printed Name)

_____ (City, State, Zip Code)

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592 (Cell Phone Number)

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594 (Date)

_____ (Parent's E-Mail Address)

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596 (Signature)

_____ (Permanent Street Address)

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598 (Printed Name)

_____ (City, State, Zip Code)

599 _____
600 (Cell Phone Number)

_____ (School E-Mail Address)

601 _____
602 (Date)

_____ (Parent's E-Mail Address)

603 _____
604 (Signature)

_____ (Permanent Street Address)

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606 (Printed Name)

_____ (City, State, Zip Code)

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_____ (School E-Mail Address)

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610 (Date)

_____ (Parent's E-Mail Address)

611 _____
612 LANDLORD SIGNATURE

613 _____
614 **VARSIY PROPERTIES**

615 _____
616 By: _____
617 (Agent for Landlord)

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