



RESIDENTIAL LEASE AGREEMENT

DATE OF LEASE: ____/____/____

Landlord: DRI/CA 720 Northwestern, LLC Tenant: _____

Landlord agrees to rent and Tenant accepts this Lease on the following Conditions:

This is a Joint and Several Lease with Individual Rent Responsibility. All Tenants in the Unit are jointly responsible for all obligations under this Lease except for Rent, the Security Deposit amount (if required) and any Fees, which are the individual responsibility of each Tenant.

1. PROPERTY AND OCCUPANTS.

Landlord agrees to rent to Tenant the following Unit at:

- a. Apartment Property FUSE
b. Unit: Tenant's specific Building, Unit and Bedroom will be assigned to Tenant by Landlord prior to the beginning of the TERM listed in Paragraph 2.
c. ADDRESS OF Unit:
d. Desired Unit & Bedroom Description
1. Unit Type: ___ bed(s) ___ bath(s)
2. Floor Plan Style:
3. Bedroom Type (circle one): Standard
4. Bedroom (assigned on or before the lease commencement):
5. Unit (assigned on or before the lease commencement):

Landlord has the right to relocate Tenant to another bedroom and/or Unit of comparable floor plan style, bedroom type and level, if available, within the Apartment Property. In the event that Landlord must relocate Tenant, Landlord agrees to exercise best commercial efforts to relocate Tenant to a comparable Bedroom and/or Unit. Tenant acknowledges and agrees that Landlord cannot guarantee that Landlord will relocate Tenant to a comparable Bedroom or Unit type. In the event Tenant is relocated to a different Unit type, the Rent will be modified to the Rent for such Unit type at the Building. If Tenant requests a room reassignment, Landlord will attempt to accommodate the request but makes no guarantees that all requests can be accommodated. All requests for room reassignment must be provided to Landlord in writing.

The "Property" is defined as including each of the following:

- a. Tenant's use of a Bedroom in a Unit in the Apartment Property
b. Tenant's shared use of the Common Areas in the Unit and the Apartment Property (for purposes of this Lease, "Common Areas" are those areas within the Unit to which Tenant has access without going into another Bedroom and, within the Apartment Property, those areas to which all Tenants have general access);
c. Tenant's use of all appliances and furniture within the Common Areas of the Unit; and
d. If Bedroom or Unit is furnished: Tenant's sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of Tenant's furniture within Tenant's Bedroom;
e. Tenant's shared use of the mailbox assigned to Tenant by the Landlord.

2. TERM.

The term of this Lease shall commence at 12:00 p.m. on August 19, 2014 and shall end at 8 a.m. on August 7, 2015. This period is referred to as the "Term."

3. SECURITY DEPOSIT AMOUNT.

Tenant agrees to pay Landlord the sum of \$500.00 as a Security Deposit to this Lease. Landlord must give Tenant a written receipt for a Security Deposit, which receipt includes Landlord's name, the date it was received and a description of the Unit. The receipt must be signed by the person accepting the Security Deposit. If the Security Deposit is paid by means of an electronic funds transfer, Landlord has the option to give an electronic receipt; provided such receipt has an electronic or digital signature.

4. SECURITY DEPOSIT TERMS

Subject to the provisions of Paragraph 3 above, the following terms and conditions apply to a Security Deposit:

- a. Before moving into the Unit, Tenant must pay the Security Deposit amount listed in Paragraph 3.
b. Tenant may not apply or use the Security Deposit for payment of Rent under the Lease. Under no circumstances is Landlord obligated to apply the Security Deposit to Rent or other charges in arrears.
c. Tenant agrees that prior to returning the Security Deposit to the Tenant, Landlord may use all or part of the Security Deposit: to pay: (i) Landlord's costs to repair or restore damages Landlord has suffered or reasonably will suffer by reason of Tenant's non-compliance with law or this Lease to the Unit or the Property; (ii) all Rent in arrearage under this Lease; and (iii) unpaid sewer or utility charges paid by Landlord provided that within the time period required by law irrespective of whether Tenant has vacated or abandoned the Unit Landlord shall deliver an itemized list of the repairs completed by Landlord and the cost associated with such repairs. Landlord has the right, but not the obligation, to apply the Security Deposit if Tenant fails to pay Rent or Additional Rent, Utilities, and any other



applied fees provided **Landlord** delivers an itemized list of the nature and cost of the repairs to which required.

- d. **Landlord** will return the **Security Deposit**, less any outstanding charges, within the time frame required by local or state law to the new address **Tenant** gives **Landlord** in writing.
- e. **Landlord** must return all **Security Deposits** and interest minus unpaid **Rent** and money for damages within 45 days from the date **Tenant** vacates the **Unit**; provided **Tenant** gives notice to **Landlord** where such **Security Deposit** may be set.

It is expressly acknowledged and agreed by Tenant that the Security Deposit will not be Landlord's limit of damages if Tenant violates this Lease, and Tenant may be liable for damages in excess of the Security Deposit. Among other items, the cost of labor and materials for repairs, in excess of "normal wear" and the amount of delinquent payments of **Rent** and other charges, and late charges, may be charged by **Landlord** at the end of **Term**.

5. FEES.

In addition to paying **Rent**, **Tenant** agrees to pay **Landlord** the following deposits and fees:

- a. Application Fee: **\$35.00**
- b. Other Fees: _____

6. RENT.

Total **Rent** due for this **Lease** term is **\$X** and **Rent** will be due and payable in twelve (12) equal installments of **\$X** per month. There are no prorated **Rent** amounts under this **Lease**. **Tenant** must also pay additional charges as identified in this **Lease**. The first **Rent** payment is due on August 1st – prior to the **Lease** commencement date.

Tenant must pay Tenant's Rent on or before the 1st day of each month ("Due Date").

- a. **If Tenant doesn't pay all Rent on or before the 1st day of the month, Tenant will be obligated to pay an initial late fee of \$50 plus a late charge of \$10 per day for each and every day until the account is paid in full or \$150 in late fees are accrued, whichever occurs first.**
- b. If **Tenant** does not pay **Rent** on or before the due date, **Tenant** will be in default and all remedies under state law and this **Lease** will be available to **Landlord**.
- c. **Rent** shall not be considered late if it is received by **Landlord** the 1st day of the month such **Rent** is due; the **Due Date**.
- d. **Tenant** must pay full **Rent** when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. **Landlord** may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional **Rent** and lockout fees before the current **Rent** is credited.
- e. **Tenant** may not pay **Rent** in cash. **Tenant** must pay **Rent** by check, money order, certified funds, online payment, or as otherwise agreed by **Landlord** in writing. **Landlord** does not have to give **Tenant** a receipt for rental payments made by check or money order. **Landlord** may, at **Landlord's** option, require at any time that **Tenant** pay all **Rent** and other sums in certified or cashier's check, money order, or a single monthly check.
- f. Any accord, satisfaction, conditions or limitations noted by **Tenant** on or in any rental payment shall be null and void.
- g. **Tenant** is liable for all costs or charges associated with **Landlord** having to provide special services (unless required by law) to **Tenant** or at **Tenant's** request and for all fees or fines as described in Rules and Regulations.
- h. **Rent** payments are to be made payable to "FUSE". **Rent** must be paid to **Landlord** at the following address: 720 Northwestern Avenue, West Lafayette, IN 47906

7. RETURNED CHECKS.

If **Tenant's** payment is returned for any reason, **Tenant**:

- a. must pay a charge of \$20.00 as **Additional Rent** for each and every payment that is returned;
- b. will be responsible for any late **Rent** charges retroactive to the due date listed in **Paragraph 6**; and
- c. will be in violation of the **Lease** for failing to pay the **Rent** on time, unless the fee and any late **Rent** charges are paid within the notice requirements of local law.
- d. If during the term of this **Lease** two (2) of **Tenant's** personal checks are returned to **Landlord**, **Landlord** will require that all **Rent** and other sums due and owing from **Tenant** be made payable to **Landlord** in either certified or cashier's check or money order.

8. DEFAULT CONDITIONS OF LEASE BY TENANT.

Tenant is found in default of this **Lease** if **Tenant**:

- a. fails to pay **Rent** or **Additional Rent** when it is due; or
- b. does anything which is not permitted by this **Lease**; or
- c. fails to do anything which is required by this **Lease**; or
- d. gives **Landlord** false information, including information or signatures on **Tenant's** or the Guarantor's/Co-signers rental application, on the **Lease** or the Guarantor Agreement; or
- e. fails to pay in timely manner, disconnects or shuts-off any of the utilities which are payable by **Tenant** or the other **Tenants** of the **Unit**; or



f. **Tenant** fails to pay any fine within 3 days after it is levied in accordance with this **Lease** or the **Rules and Regulations**.

9. ACCELERATION.

All monthly **Rent** for the rest of the **Lease** contract will be accelerated automatically without further notice or demand (before or after acceleration) and will be immediately due and delinquent if **Tenant** is evicted from the **Unit** or abandons the **Unit**.

10. OTHER REMEDIES.

In addition to all of **Landlord's** other rights and remedies under state law and this **Lease**, **Landlord** may report unpaid amounts to credit agencies. If **Tenant** defaults and moves out early, **Tenant** will pay **Landlord** any amounts stated to be rental amounts in **Paragraph 6**, in addition to other sums due. Upon **Tenant's** default, **Landlord** reserves all other available legal remedies, including, but not limited to, Lease termination. Late charges are liquidated damages for **Landlord's** time, inconvenience, and overhead in collecting late **Rent** (but are not for attorney's fees and litigation costs). **Landlord** may accelerate **Rent** – see **Paragraph 9**.

11. LEASE GUARANTEE.

If **Tenant** does not meet the residential rental criteria set forth in this Lease, each **Tenant** must provide **Landlord** a **Guarantee** in a form and substance acceptable to **Landlord** and executed by a qualified **Guarantor** acceptable to **Landlord**, in its sole and absolute discretion. The **Guarantee** for each **Tenant** must be delivered to **Landlord** within 7 days of **Tenant** signing this **Lease**. **Landlord** may cancel this **Lease** at any time thereafter, if **Tenant** does not provide the **Guarantee** to **Landlord**. **Tenant** will not be allowed to move-in without a complete **Lease** file including the **Guarantee**. If **Tenant** does not have a signed **Guarantee** form, **Tenant** is still liable for all **Lease** payments for the Term. **It is the Landlord's option as to whether to accept the Guarantee or not. It is not the option of the Tenant as to whether or not to have the Guarantee completed and returned to Landlord.**

INSURANCE.

It is acknowledged and agreed by **Tenant** that **Landlord** does not provide any insurance coverage for the **Tenant's** property. **Tenant** has the responsibility to protect himself/herself and to maintain appropriate insurance over **Tenant's** person and property. **Tenant** should always act on the assumption that no security systems exist because no system, including controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime or accidents. Such systems are subject to malfunction, human error, or ordinary avoidance. Further, repairs to gates, cameras, fences, and other such devices cannot always be completed immediately. **Tenant** acknowledges that he/she has read, understood and agrees with the above notice. **Tenant** has received no representations or warranties, either expressed or implied, as to the overall safety or security of the **Unit** and **Property**.

12. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.

Tenant expressly and unequivocally agrees to be liable to the **Landlord** and/or the **Landlord's** insurer in tort for damage to the **Unit** and the **Property**, including but not limited to fire and water damage, caused by **Tenant's** conduct, or the conduct of **Tenant's** occupants, guest, licensees, invitees or agents. **Tenant** agrees to comply in all respects with any policy of insurance covering said **Unit** and the **Property** or contents so as not to cause an increase in premium or void any insurance policy.

Tenant agrees that **Tenant** is responsible for:

- a. all personal property of **Tenant** and **Tenant's** family, guests or persons invited by **Tenant** in or on the **Property**, including automobiles;
- b. loss, damage, costs, injury or death caused by **Tenant** or **Tenant's** family, guests or persons invited by **Tenant** for the use of **Tenant's** property;
- c. any claim due to acts or from any failure to act by **Tenant** or **Tenant's** family, guests or persons invited by **Tenant**;
- d. payment for damages or costs of **Landlord** from any claim based upon the acts of **Tenant** or **Tenant's** family, guests or persons invited by **Tenant**.

13. Landlord UNABLE TO GIVE POSSESSION.

- a. **Landlord** will not pay damages to **Tenant** if **Landlord** cannot give possession for reasons beyond **Landlord's** reasonable control.
- b. If **Landlord** is unable to give possession of the **Unit** to **Tenant** on the date when the **Lease** is to start, **Rent** will be abated on a daily basis during the delay. **Tenant** must pay **Rent** or **Additional Rent** for any part of a month that **Tenant** has possession.
- c. **Tenant** may end the **Lease** if possession of the **Unit** is not given to **Tenant** within 60 days of the date the **Lease** begins. **Tenant** must give notice to **Landlord** in writing before the 6th day after the 60-day period has expired to end the **Lease**. The **Lease** will continue if **Tenant** does not give **Landlord** written notice that **Tenant** is ending **Lease**. All duties and obligations of **Tenant** under the **Lease** will remain in effect.

If **Landlord** violates this **Lease**, before **Tenant** may bring any action against **Landlord** for such violation, **Tenant** must first give **Landlord** written notice of the nature of **Landlord's** violation and allow **Landlord** 30 days to remedy it.



14. ACCEPT CONDITION OF UNIT – NOTICE OF CONDITION AFFECTING HABITABILITY.

- a. Roommate compatibility is not guaranteed.
- b. **Tenant** accepts the **Unit** and **Property** in its present condition and designates it fit and habitable.
- c. **Tenant** shall complete a **Move-in Condition Form** and return it to **Landlord** management's office within 48 hours of taking possession of the **Unit**. As part of this list, **Tenant** must test all smoke detectors. The purpose of the list is to document the condition of the **Unit** at the time the **Term** of the **Lease** commences.
- d. **Tenant** should keep a copy of the list signed by **Landlord** or **Landlord's** representative. If **Landlord** receives no list within the time given, **Tenant** acknowledges that there are no defects or damages. The **Unit** must be returned to **Landlord** in the same condition as it was provided, reasonable wear and tear excepted. **Tenant** is responsible for all damage to the **Unit** that occurs after acceptance, reasonable wear and tear excluded. **Tenant acknowledges and agrees that having to paint a Unit one (1) year after it was painted is not considered reasonable wear and tear.**

15. USE.

- a. Only the **Tenant** listed on this **Lease** may live in the **bedroom**; however, **Tenant** acknowledges that that the **Unit** may be occupied by another **Tenant**; provided the additional **Tenant** has an executed **Lease** or is listed in **Paragraph 1** of this **Lease**.
- b. No one other than **Tenant** may occupy the bedroom. Persons not listed above must not stay in the bedroom for more than 2 consecutive days without **Landlord's** prior written consent, and no more than twice that many days in any one month. **Tenant** hereby agrees that **Landlord** may share **Tenant's** name and contact information with Roommates prior to commencement of the lease term.
- c. If **Tenant** allows another person to occupy any unrented/vacant bed space in the **Unit**, **Tenant** will be responsible for the **Rent** for that bed space. **Tenant** will be responsible for all costs associated with returning the unrented/vacant bedroom to its original condition. If the **Unit** consists of more than one bedroom, **Landlord** has the right, when any bedroom within the **Unit** is unoccupied, to place a new **Tenant** in the unoccupied bedroom unless **Tenant** and all other **Tenants** in the **Unit** agree to pay **Landlord**, as part of **Tenant's** reserve **Rent**, the **Rent** due and other charges due for such unoccupied bedroom. The fact that **Tenant** and **Tenant's** roommates may be in conflict with each other will not result in any termination of this **Lease**.
- d. **Tenant** may not commit any act or allow any activity to occur on the **Property**, which violates or breaks any Federal, State or local laws or ordinances, rules or regulations. **Tenant** may not use or allow the **Property** to be used for any disorderly or illegal purpose. The **Unit** may only be used as a private residence.
- e. **Tenant** may not store or allow any hazardous, flammable or toxic substances in or on the **Property**. **Tenant** may not do or allow any behavior in the **Property** which is a nuisance or which creates a risk of injury, loss or damage. **Tenant** may not engage in or allow any activity, which increases the costs of insurance or the **Landlord's** ability to either acquire or keep insurance coverage on the **Property**.

16. APPLIANCES AND FURNITURE.

- a. **Landlord** will provide the following appliances and furniture: Refrigerator/Freezer, Dishwasher, Range/Oven, Garbage Disposal, Washer & Dryer, Microwave, Living Room Flat Panel Television, Coffee Table, Bar stools, Mattress and Bed frame, Desk, Desk Chair, and Couch.
- b. **Landlord** will repair or replace non-working appliances.
- c. **Tenant** assumes full responsibility for items furnished by **Landlord** and agrees to return them to **Landlord** at the expiration of the Lease Term in as good condition as when **Tenant** received them, reasonable wear and tear excepted., **Tenant** shall not remove any of **Landlord's** furniture, fixtures or appliances from the room they were in on the Start Date of this Lease without **Landlord's** prior written consent, which may be withheld at **Landlord's** sole discretion. **Tenant** shall return all furniture, fixtures and appliances to their original positions prior to vacating the Bedroom or **Unit**. **Tenant** shall not remove **Landlord's** furniture, fixtures, and/or appliances from the **Unit** for any reason. **Tenant** shall be responsible for all loss, breakage, or other damage to furnishings and appliances.

17. LAUNDRY Facilities.

Individual Washer and Dryer are included in each unit. **Tenant** is required to clean lint trap after each Dryer use to prevent fire.

18. UTILITIES.

- a. **Landlord** will supply and pay for the following utilities / services: Basic Cable, Internet Service, Trash
- b. **Tenant** agrees to use utilities in a careful and conservative manner
- c. **Landlord** agrees to furnish trash removal at specific locations throughout the **Property** (this does NOT constitute door-to-door trash pickup), basic cable and internet service for the **Unit**. Internet service will be provided by **Landlord** in each bedroom through an arrangement with an outsourced service provider.
- d. Water service will remain in the **Landlord's** name throughout the lease term and all utility costs associated with domestic water and waste water will be allocated and individually billed back to the **Tenant**. **Landlord** determines each **Tenant's** amount due by dividing the **Property's** total domestic charges by the number of **Tenants** engaged in **Lease** contracts during the applicable billing cycle. **Landlord**, not the **Tenant**, is responsible for the cost of providing water to the Building Common Areas and facilities of the Building. **Tenant** will be required to pay those utilities described in this paragraph to **Landlord's** office within the sooner of 15 days after billed or the date upon which the next rent installment is due. If **Tenant's** water utility payment is late, **Landlord** may charge a one-time



late payment penalty of 5% of the amount due.

- e. Electrical service will remain the **Landlord's** name throughout the lease. All utility costs associated with the individual UNIT electricity will be allocated and individually billed back to each **Tenant**. **Landlord** determines each **Tenant's** amount due by dividing the UNIT's charges by the number of **Tenants** assigned within the UNIT during the applicable billing cycle. **Tenant** will be required to pay those utilities described in this paragraph to **Landlord's** office on the date upon which the next rent installment is due and within 15 days of notice for the last utility bill after the tenant vacates the unit. If **Tenant's** utility payment is late, standard late fees apply. **Landlord**, not the **Tenant**, is responsible for the cost of electrically serving the "common" areas and facilities of the BUILDING, such as patios, pool areas, picnic areas, walkways, and parking facilities.
- f. If, contrary to this **Lease**, an essential service (heat, running or hot water, electricity, gas or plumbing) is not provided, or if **Landlord** fails to maintain the **Property** in material compliance with the **Code** to such an extent that such failure constitutes an immediate danger to the health and safety of **Tenant** and **Tenant** or **Tenant's** family or guests are not responsible for such failure, after giving written notice to **Landlord**, **Tenant** may do one (1) of the following: 1) procure substitute service and, upon presenting paid receipts to **Landlord**, deduct the cost from the **Rent**; or 2) file suit against **Landlord** and recover damages based upon the reduced value of the **Unit**; or 3) procure substitute housing and be excused from paying **Rent** for that period; or **Tenant** may recover from **Landlord** the cost of substitute housing up to an amount equal to the **Rent** for each month or period thereof; or 4) request that **Landlord** correct the failure within 24 hours and, if **Landlord** fails to do so, withhold the monthly **Rent** or amount that reasonably reflects the reduced value of its **Premises**, it being agreed that **Rent** withholding cannot start until after 24 hours expires and applies only to days past the 24-hour waiting period; or 5) request that **Landlord** correct the failure within 72 hours. If **Landlord** fails to do so, terminate this **Lease**. If the **Lease** is thus terminated, **Tenant** must deliver possession and move out within 30 days or the termination is considered withdrawn.

INTERNET & TELEVISION SERVICE

Landlord is providing basic internet and basic cable service to **Tenants**. Service is subject to Network Access, Acceptable Use and performance level terms (see below). If **Tenants** want additional television channels, voice service or additional internet capacity, they will be at **Tenants'** expense and **Tenants** must make arrangements through the **Landlord**-approved provider. These additional services not paid by **Landlord** must remain on and paid for by **Tenants**, in **Tenants'** names, through their contracted ending date regardless of whether **Tenants** have moved out.

Landlord will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service and voice service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. **Tenants** hereby release **Landlord** from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

Network Access

Tenants may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. **Landlord** is not responsible for the purchase of these items and **Landlord** cannot guarantee compatibility with any device **Tenants** may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the **Tenant's** computer operating system or any other feature will be the responsibility of the **Tenant** to resolve. **Landlord** will not be responsible for software issues related to the user's personal computer.

Acceptable Use

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized. Sharing access to copyrighted material on the network is prohibited. Be advised that **Landlord** and **Landlord**-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. **Landlord** and **Landlord** approved-provider strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

Performance Rises

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but every reasonable effort will be made to ensure the highest possible quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency servicing will happen over the course of the year.

19. TRASH REMOVAL

Trash must be disposed of in accordance with the directions of the **Landlord**. All trash must be removed as it accumulates in the **Property**.



Trash may not be kept in closets, hallways, basements, etc.

Additionally, **Tenant** may never place trash or debris outside of the front door to the unit, outside trash chutes, in any common area of the building, or on the patio or balcony. If **Tenant** violates local ordinances for removal of trash/recycling and **Landlord** is fined, **Tenant** must pay the fine and any costs incurred by **Landlord** as a result of **Tenant's** actions.

20. PETS.

No animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the **Property** unless **Landlord** has authorized so in writing. Except as expressly provided below, if **Landlord** allows an animal, **Tenant** must sign a separate Pet Addendum and pay a pet deposit and pet fee. A pet deposit is considered a general **Security deposit**.

Landlord will authorize a therapy animal or an emotional support animal after first receiving a written affidavit from a qualified health care professional verifying the **Tenant's** disability under Section 504 of the Fair Housing Act or relevant provisions of the Americans With Disabilities Act and the need for a therapy animal or emotional support animal; provided such animal does not pose a direct threat to the safety of other occupants of the **Property**. In such situation **Landlord** will not require a pet deposit and/or a pet fee. If **Tenant** knows he/she will require a therapy animal or emotional support animal prior to or at the time of **Lease** signing, he/she must notify the **Landlord** of the requirement. If the emotional support animal is particularly disruptive, or the **Tenant** fails to take proper measures to ensure that the support animal does not unreasonably interfere with other tenants, **Landlord** reserves the right to deny the accommodation or file for eviction of the **Tenant**. **Tenant** must not feed stray or wild animals. If **Landlord** consents to **Tenant** having a non-therapy animal and/or non-emotional support animal, **Landlord** will require **Tenant** to pay a pet security deposit and execute a Pet Addendum. The pet deposit is \$300 and must be paid at the time the PET ADDENDUM is signed. If **Tenant** or any guest violates the pet restrictions (with or without **Tenant's** knowledge), **Tenant** will be subject to charges, damages, eviction, and other remedies provided in this **Lease**. If a pet has been in the **Unit** at any time during the **Tenant's** term of occupancy (with or without **Landlord's** consent), **Landlord** will charge **Tenant** for defleing, deodorizing, and shampooing the **Unit**. Initial and daily pet-violation charges and pet-removal charges are damages for **Landlord's** time and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules. **Landlord** may remove an unauthorized pet by leaving, in a conspicuous place in the **Unit**, a 24-hour written notice of intent to remove the pet. **Landlord** will turn the pet over to a humane society or local authority. **Landlord** won't be liable for loss, harm, sickness, or death of the pet. **Tenant** must pay for the pet's reasonable care and kenneling charges. **Landlord** has no lien on the pet for any purpose.

21. UNAUTHORIZED VEHICLES.

- a. **Tenant** may not park any vehicle on the **Property** unless **Landlord** and **Tenant** execute a **Parking Addendum** allowing the **Tenant** to park a vehicle on the **Property**.
- b. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the **Property** at any time.
- c. **Tenant** may not make repairs to automobiles on the **Property**.
- d. **Landlord** may tow, at **Tenant's** expense, any vehicle determined by **Landlord** to have been abandoned or parked in violation of this **Lease**, the **Parking Addendum**, other property parking regulations or otherwise in violation of law.

22. NOTICES.

Landlord and **Tenant** must send all notices by email messaging, pre-paid postage via certified or registered mail or via hand delivery. Delivery shall include hand delivery by **Landlord** of the notice to the **Unit** or in the **Tenant** mailbox or hand delivery to the Management Office by **Tenant** deemed sufficient.

23. IDENTIFICATION OF OWNER AND AGENTS.

The owner or authorized management agent of **Landlord** is Ally Markiewicz, General Manager. The telephone number is (765) 838-3515. The person authorized to act as agent on behalf of Owner and for Purpose of Service of Process and Receiving for Notices is Ally Markiewicz, General Manager. The telephone number is (765) 838-3515.

24. WRITTEN CHANGES TO THE LEASE.

All of the promises and understandings between **Landlord** and **Tenant** are contained in this **Lease**. There are no other promises or understandings between the parties. Any changes to this **Lease** must be in writing signed by both **Landlord** and **Tenant**. Neither **Landlord** nor any of **Landlord's** representatives have the authority to make any oral promises, representations or agreements. This **Lease** constitutes the entire agreement between **Landlord** and **Tenant**. **Landlord's** representatives have no authority to waive, amend, or terminate this **Lease** or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on **Landlord** or **Landlord's** representatives unless in writing. Notwithstanding, **Landlord** reserves the right, and **Tenant** hereby acknowledges such right, to adopt new or modify existing rules and regulations upon notice to **Tenant**.

25. MAINTENANCE.

Landlord agrees to do any maintenance or structure repairs that are needed to the **Unit**. **Tenant** agrees to keep the **Unit** clean, neat and safe. **Landlord** shall act with customary due diligence to:

- a. keep common areas reasonably clean;
- b. maintain fixtures, furniture, hot water, heating, and A/C equipment;



- c. substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- d. make all reasonable repairs, subject to **Tenant's** obligation to pay for damages for which **Tenant** is liable.

Tenant agrees to:

- a. immediately report to **Landlord** any damages or needed repairs; and
- b. pay for repairs which are needed due to the fault of **Tenant** or any of **Tenant's** family or guests.

Landlord may temporarily turn off equipment and/or interrupt utilities to **Tenant's Unit** and/or the **Property** to avoid property damage or to perform work requiring such interruption as determined in **Landlord's** sole judgment. **Landlord** will not be liable for any inconvenience, discomfort, disruptions or interference with **Tenant's** use of the **Property** because **Landlord** is making repairs, alterations or improvements to the **Unit** or the **Property**. If **Tenant** requests any repairs, and **Landlord** approves such request, the repairs will be done during **Landlord's** usual working hours unless **Tenant** requests in writing that such repairs be done during other hours. If **Landlord** approves such request **Tenant** will have to pay in advance any additional charges resulting from such request.

Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the **Unit**, including:

Tenant shall (a) remove any visible moisture accumulation in or on the **Unit**, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the **Unit** at reasonable Rises, (e) clean and dust the **Unit** regularly, and shall keep the **Unit**, particularly the kitchen and bath, clean and dry.

Tenant shall promptly notify **Landlord** in writing of the presence of any of the following conditions:

- a. A water leak, excessive moisture, or standing water inside the **Unit** or any Common Areas.
- b. Mold or mildew growth in or on the **Unit** that persists after **Tenant** has tried to remove it as directed above,
- c. A malfunction in any part of the heating, air-conditioning, or ventilation system in the **Unit**.

Tenant shall be liable to **Landlord** for damages sustained to the **Unit** or to **Tenant's** person or property as a result of **Tenant's** failure to comply with the terms of this subsection. If **Landlord** incurs the cost of pest control in **Tenant's Unit** or the **Property** as a result of **Tenant's** actions all **Tenants** in the **Unit** shall be responsible for the cost.

If **Landlord** believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to **Tenant**, **Landlord** may terminate this **Lease** by giving **Tenant** at least 5 days written notice. **Landlord** may also remove personal property if it causes a health or safety hazard. If the **Lease** is so terminated, **Landlord** will refund prorated **Rent** and all deposits, less lawful deductions.

26. CHANGES TO THE PROPERTY.

Tenant must get written permission from **Landlord** before **Tenant** makes any changes, improvements or additions to the **Unit**. **Tenant** agrees that **Landlord** will not pay for changes made to the **Unit** unless **Landlord** agreed in writing to pay for the changes.

27. LANDLORD'S ENTRY ONTO THE PROPERTY.

Tenant may not unreasonably withhold consent to **Landlord's** entry to the **Unit** in order to: (i) inspect the **Unit**; (ii) make necessary repairs or agreed to repairs, decorations, alterations or improvements; (iii) supply necessary or agreed to services. **Landlord** or **Landlord's** agent may enter the **Unit** by any means necessary:

- a. by giving **Tenant** reasonably prior written notice at reasonable times of intent to enter **Unit**; or
- b. without notice to **Tenant** in the event of an emergency or situation if the case of emergency threatens the safety of occupants or the **Property**; or
- c. With reasonably prior written or oral notice to **Tenant** to show the common area of the **Unit** and any vacant bedroom to a prospect

28. LANDLORD'S RESPONSIBILITY.

Except as otherwise provided in this **Lease**, **Landlord** is not responsible for any loss, expense, injury or damage to any person or property caused to items including, but not limited to, theft; fire; ice, snow, or rain; water; plumbing or pipe leaks; malfunction of appliances; interruption of any utilities or services of the property; power surges; sprinkler systems.

Except for **Landlord's** liability arising under applicable law, **Tenant**, for **Tenant and for Tenant's guests**, releases **Landlord** and **Landlord's** respective successors, together with each of their officers, directors, shareholders, employees, attorneys, agents and affiliates (collectively, the "released parties") from any and all claims and/or damages (i) for loss or theft of **Tenant's** or **Tenant's** guests' personal property and/or (ii) which may arise out of any accidents or injuries to **Tenant**, members of **Tenant's** family or **Tenant's** guests, in or about the bedroom, the unit, the building, or the **Property**, even if such claim or damage was caused in whole or in part by the negligence of the released parties. **Tenant** assumes for **Tenant and all members of Tenant's family and Tenant's guests**, any and all risks from any accidents in connection with use of the **Unit**, the Common Areas, the **Property** and **Property Facilities** or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for **Tenant's** use and at the user's sole risk. **Tenant** hereby indemnifies **Landlord** and each of the released parties from and against any and all claims, liabilities, actions, costs and damages which **Landlord** or any of them may suffer or incur as a result of **Tenant's** negligence, willful misconduct, and/or violations of this **Lease**.



29. SECURITY DEVICES.

Tenant acknowledges and agrees that Landlord is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security (collectively, "Security Services") and, in the event and to the extent Landlord furnishes any such Security Services, Landlord can, at its sole and absolute discretion discontinue any of such items provided at any time without notice.

30. LANDLORD'S RIGHTS.

The following are in addition to rights of Landlord under the law.

- a. If Tenant breaks any condition of this Lease, any Addendum to this Lease, or the Rules and Regulations, Landlord can:
 - 1) collect any past due Rent and utility payments and any sums which are due for the rest of the Term from Tenant;
 - 2) collect from Tenant for damages caused by Tenant or Tenant's breaking any conditions of the Lease or Tenant's doing of any act which is not permitted by the Lease;
 - 3) after giving five (5) days written notice to Tenant in the event of monetary defaults or ten (10) days written notice to Tenant for all other defaults, terminate the Lease and go to court to evict Tenant and take all necessary and appropriate action to gain possession of the Unit;
 - 4) go to court to recover:
 - (a) Rent or Additional Rent, which is due from Tenant;
 - (b) Damages; and
 - (c) to the extent allowed by law, reasonable costs and expenses which are spent by Landlord to enforce this Lease, including court costs, collection costs and attorneys' fees.
- b. These are not the only rights Landlord has if Tenant breaks this Lease. Besides ending this Lease and getting a court order to evict Tenant, Landlord can sue Tenant for unpaid Rent and other damages, losses or injuries. If Landlord receives a court order for a money judgment against Tenant, Landlord can use the court process to take Tenant's personal goods, motor vehicles and other assets.

FIRE OR OTHER CASUALTY. If in Landlord's reasonable judgment, the Bedroom, the Building or the Property is materially damaged by Fire or other casualty, Landlord may terminate this Lease within a reasonable time after such determination by giving Tenant written notice of such termination. If Landlord does terminate the Lease, and Tenant did not cause the loss, Landlord will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If Landlord determines that material damage has not been caused to the Unit, the Building or the Property, or, if Landlord has elected not to terminate this Lease, Landlord will, within a reasonable time, rebuild the damaged improvements. Notwithstanding the foregoing, in the event Tenant makes a written request to Landlord to make the repairs to the Unit but Landlord fails to make such repairs within 14 days, then Tenant may terminate this Lease. If Tenant so terminates this Lease, Tenant must vacate its Property within 30 days.

31. LOSS OF LANDLORD'S RIGHTS.

Landlord does not give up rights by accepting Rent, Additional Rent or by delaying, or not enforcing any condition in this Lease, provided, however, that if Landlord accepts full payment of the Rent then Landlord cannot evict Tenant for failure to pay Rent when due.

32. TAKING OF PRIVATE Property.

- a. Legal authorities are able to take property after paying for it. This is known as "condemnation".
- b. Tenant agrees that if the Property, part of the Property, or the land on which the Property is located is taken:
 - 1) Landlord can end this Lease for any part of the Property that is taken;
 - 2) Landlord is not responsible for claims of Tenant for inconvenience or loss of use of the Property or any part of the Property; and
 - 3) Tenant, by signing this Lease, has given to Landlord any rights, which Tenant may have to any money paid by the legal authorities for the taking of the Property.

33. UNENFORCEABLE LEASE CONDITIONS.

If any court determines that any condition or part of this Lease is illegal or unenforceable, the rest of the Lease shall continue in full force and effect.

34. SALE OF PROPERTY.

A new owner can end this Lease by giving Tenant 60 days' written notice if there is:

- a. a sale or transfer of the Property; or
- b. a sale of the land or buildings in which the Unit is located.
- c. Upon the sale of the Property the Security Deposits and all interest thereon shall be transferred from Buyer to Seller. The successor to Landlord must notify all Tenants within 14 days of the purchase that he is now holding the Security Deposits and interest and provide the new Landlord's name, address, phone number and those of the managing agent and agent for service of process.

35. TRANSFER BY LANDLORD

Landlord may transfer this Lease. If transferred, Tenant's obligations go to the new Landlord. The new Landlord will have all of the rights that



the current **Landlord** has under this **Lease**. **Landlord** may transfer this **Lease** without first getting **Tenant's** approval.

36. ASSIGNMENT.

Upon written notice to **Landlord** from **Tenant** that **Tenant** requests to assign and sublease this **Lease**, **Landlord** will accept a reasonable subtenant. If **Landlord** is unsuccessful in reletting the **Unit**, then **Tenant** remains liable under the **Lease** as provided herein. Providing notification to the **Landlord** does not modify or amend the terms and conditions of this **Lease**, release the **Guarantor**, and does not guarantee that an acceptable replacement **Tenant** will be identified.

Replacing a **Tenant** is allowed *only when Landlord consents in writing*. If **Tenant** permits another person to live in **Unit** or provides key to a person not named on this **Lease**, **Tenant** will be subject to a fine. If departing or remaining **Tenants** find a replacement **Tenant** acceptable to **Landlord** before moving out and **Landlord** expressly consents to the replacement, then:

- a. Such substitute **Tenant** will be obligated to the standard application fee, which shall be immediately due and payable;
- b. The departing **Tenant** must pay for all damage to the **Unit** and the **Property** as provided in this **Lease**;
- c. the replacement **Tenant** must meet the rental criteria
- d. the replacement **Tenant** must fully complete and execute a new **Lease** and all addenda, and cause a new **Guarantee** to be executed and delivered;
- e. a rekeying fee will be due if rekeying is requested or required; and
- f. the departing **Tenant** will no longer remain liable for all **Lease Contract** obligations for the rest of the original **Lease Contract** term.

37. ENDING THE LEASE EARLY.

This Lease may not be ended early by Tenant unless it is agreed to in writing by both Landlord and Tenant and a new Tenant (approved by Landlord) is found to replace the existing Tenant. Landlord has no obligation to end this Lease before the expiration of its Term. If Landlord agrees to end the Lease prior to the expiration of the term, Landlord shall return Tenant's Security Deposit and interest as provided in this Lease. The Application Fees and other Fees are never refundable.

UNLAWFUL EARLY MOVE-OUT: **Tenant** will be liable for all **Rent**, fees, and other charges due during the **Lease** contract term if **Tenant**:

- a. fails to move in, or fails to give written move-out notice
- b. moves out without paying **Rent** in full for the entire **Lease Contract** term; or
- c. moves out at **Landlord's** demand because of **Tenant's** default; or
- d. is judicially evicted.

Tenant is expected to return the **Unit** to the condition in which possession was taken in order to avoid incurring damage charges. **Landlord** will inspect the **Unit** after **Tenant** vacates to assess damages and make any necessary repairs to the **Unit** before the replacement **Tenant** moves in. The payment for these repairs must be received by **Landlord** before the **Lease** is considered fully executed.

SERVICE MEMBERS CIVIL RELIEF ACT: If, during the term of this lease, LESSEE enters military service or, if while in military service lessee receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, LESSEE may terminate this lease by delivery of a written notice and a copy of the military orders to LESSOR. LESSEE must immediately deliver written notice to LESSOR upon receipt of military orders, change of station or deployment orders or letter. The termination will be effective 30 days after the first date on which the next rental payment is due and payable after the notice is delivered. This paragraph is intended to comply with the Service members Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this lease, the lease shall be interpreted so as to be in compliance with the SCRA.

38. ENDING THE LEASE.

- a. **This Lease will end at the time and date listed in Paragraph 2.** The **Landlord** may not extend the term of this **Lease** without the written consent of the **Tenant**. The **Tenant** may not extend the term of this **Lease** without the written consent of the **Landlord**. **Failure to leave at the end of Lease shall be a violation of this Lease.**
- b. If **Landlord** fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, **Tenant** may pursue remedies under state and local law, including the possibility of terminating this **Lease**, by following this procedure:
 - 1) **Minor Defects.** If **Landlord** fails to maintain the **Property** in compliance with state or local building codes ("**Code**") and **Tenant** or **Tenant's** family or guests are not responsible for the failure, **Tenant** may:
 - (a) Request in writing that **Landlord** make repairs within a reasonable amount of time, and if **Landlord** fails to do so **Tenant** may withhold an amount of **Rent** that reasonably reflects the reduced value of the **Unit**. **Rent** withholding begins from the fifteenth day until repairs are made; or
 - (b) Request in writing that **Landlord** make repairs within a reasonable amount of time and if **Landlord** fails to do so, **Tenant** may have the repairs made and deduct up to \$500.00 or ½ of the month's **Rent**, whichever is more, but not to exceed one month's **Rent**. Repairs must be done in compliance with the **Code**. Receipt for the repairs must be given to **Landlord** and no more than the cost of the repairs can be deducted from the **Rent**; and also
 - (c) File suit against **Landlord** for damages and injunctive relief.
 - 2) **Major Defects.** If **Landlord** fails to maintain the **Property** in compliance with the **Code**, and the failure renders the **Premises** not reasonably fit and habitable, **Tenant** may request in writing that **Landlord** make repairs within 14 days. If after 14 days repairs are not made, **Tenant** may immediately terminate this **Lease**. **Tenant** must deliver possession and move out in 30 days or **Tenant's**



notice is considered withdrawn.

- 3) **Tenant** must make a written request for repair or remedy of the condition – after which **Landlord** shall have a reasonable time consistent with state and local law for repair or remedy;
 - 4) if the repair or remedy still has not been accomplished within that reasonable time period, **Tenant** may ultimately terminate this **Lease** by giving **Landlord** a final written notice.
- c. If this **Lease** is ended and **Tenant** does not leave on the **Lease** ending date, **Tenant** must pay in addition to the normal **Rent**, a per day charge as **Holdover Rent** calculated at two hundred percent (200%) of the per diem **Rent**. This **Holdover Rent** is due for each day that **Tenant** stays in possession of the **Unit**.
 - d. If **Landlord** determines not to renew this **Lease**, it shall give notice of such intention not to renew to **Tenant** not less than 30 days prior to the expiration of the term of this **Lease**.
 - e. If **Landlord** would like to renew the **Lease** with **Tenant**, **Landlord** must offer an option to renew within 90 days of the **Lease** Termination date.

39. LEAVING THE UNIT.

DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Landlord will mail **Tenant's Security deposit** refund (less lawful deductions) and an itemized accounting of any deductions within the time period required under local law, but in no event later than 45 days of **Tenant** vacating the **Property**, it being understood and agreed that if the repairs cannot be completed within 45 days, **Landlord** shall provide **Tenant** estimated costs within 30 days and actual costs within 30 days thereafter.

Tenant will have *surrendered* the **Unit** when: (1) at the lease termination date and time and no one is living in the **Unit** in **Landlord's** reasonable judgment; or (2) all **Unit** keys and access devices have been turned in where **Rent** is paid—whichever date occurs first.

Tenant will have abandoned the **Unit** when all of the following have occurred: (1) everybody appears to have moved out in **Landlord's** reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in **Landlord's** reasonable judgment; (3) **Tenant** has been in default for non-payment of **Rent** for 5 consecutive days, or water, gas, or electric service for the **Unit** not connected in **Landlord's** name has been terminated or transferred; and (4) **Tenant** has not responded for 2 days to **Landlord's** notice left on the outside of the main entry door, stating that **Landlord** considers the **Unit** abandoned. A **Unit** is also "abandoned" 10 days after the death of a sole **Tenant**.

40. TENANT'S DUTIES AT END OF THE LEASE.

In addition to any other duties, which **Tenant** has under this **Lease**, **Tenant** will:

- a. leave the **Unit** when the **Lease** ends and return all keys and access devices/remotes to **Landlord**;
- b. return the **Unit**:
 1. clean and free of garbage or trash; and in good order and repair, reasonable wear and tear accepted; and
 2. comply with all other terms of this **Lease**.

Tenant may also be present at the time of the move-out inspection at the end of the lease, if requested. **Tenant** must contact management to schedule an appointment for the inspection at least seven (7) days prior to the move out date assigned on page 1 of this **Lease**.

A copy of the move-out procedures, which details the cleaning and **Unit** standards as well as the potential charges, may be obtained from **Landlord** at **Tenant's** request. **Tenant** is responsible for cleaning the **Unit**, including all common areas, thoroughly and following all of **Landlord's** cleaning instructions prior to move-out. If **Tenant** does not clean **Unit** to **Landlord's** specifications then **Landlord** will charge **Tenant** a reasonable fee for the cleaning of the **Unit**. Common area damages will be split amongst all **Tenants** in **Unit**. Bedroom damages will be split amongst all **Tenants** who have leases for that specific bedroom.

41. ATTORNNMENT.

Tenant hereby agrees that **Tenant** will recognize as its **Landlord** under this **Lease** and shall attorn to any person succeeding to the interest of **Landlord** in respect of the land and the buildings on or in which this **Unit** is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

42. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.

Tenant agrees that **Landlord** does not promise, warrant or guarantee the safety and security of **Tenant**, **Tenant's** guests or **Tenant's** personal property against the negligent, reckless or criminal actions of other residents or third parties, except as required by law. In addition, **Landlord** shall not be liable for any damages or injury to **Tenant**, **Tenant's** guests or **Tenant's** personal property or to any person entering the **Unit** or the **Property**, or for injury to person or property arising from casualty occurring in or about the **Unit** or **Property**, except as required by law. **Tenant** agrees to indemnify and hold **Landlord** harmless from all claims, costs, and expenses arising from injury to person or property of **Tenant** or any of **Tenant's** guests regardless of the cause, unless the injury is due to **Landlord's** negligent or intentional conduct, except as prohibited by law.



43. ADDITIONAL TERMS.

See attached addendum(s), including a summary of the Chicago Residential Landlord Tenant Ordinance, for any additional terms, which are part of this **Lease**.

44. RULES AND REGULATIONS

Landlord may make reasonable rules and regulations to protect:

- 1) the **Property** and the property of other **Tenants**, neighbors, or other people; and,
- 2) the comfort, safety or rights of other **Tenants**, neighbors, or other people.

Tenant Accountability: **Tenants** found to be in violation of any portion of the **Lease** or these **Rules and Regulations** may be subject to the following: a private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the **Property**, fines, eviction or criminal and/or civil prosecution.

Violations of these RULES AND REGULATIONS will result in Tenant being billed for Landlord's costs, in addition to fines as follows:

- First: A written warning in the form of a first breach of rental agreement will be issued to the **Tenant** stating the first breach.
Second: A \$250 charge will be assessed against the **Tenant**.
Third: A \$1000 charge will be assessed against the **Tenant**.
Fourth: Possible Eviction

The fines above may be increased at Manager's discretion and **Landlord may elect to fine or evict Tenant for any single violation of the rules and regulations**, should manager reasonably believe the infraction was severe enough to warrant such action. Fines will double and/or result in eviction in the event the **Tenant** is found to have lied to or deceived the **Landlord** when discussing the details of a lease violation.

VANDALISM

Vandalism of any **Bedroom, Unit**, and/or **Property** is prohibited.

SECURITY CAMERAS

The common areas or certain parts of the common areas of the **Property** may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under Indiana statutes and legal action by **Landlord**. No cameras exist in any restroom or tanning bed room. These common areas are the only areas, besides the **Unit**, on the **Property** where there is a reasonable expectation of privacy.

BALCONIES, PATIOS AND WINDOWS

All Balcony and patio areas are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the **Property** and within the **Unit**, they are not to be permitted on balconies or patios. Additional lights are not permitted on the balconies or patios. Only patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. Gas and charcoal grills are not allowed on patios or balconies. **Tenant** further agrees that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule. **Landlord reserves the right to remove and discard any items or rubbish stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire Unit unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the Tenants occupying said Unit.**

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If **Landlord** provides blinds on windows, **Tenant** may not remove such blinds. If **Tenant** installs draperies over the blinds, any damage will be repaired at **Tenant's** expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a **Unit**, or displayed on the inside of **Unit** so as to be visible from the outside of **Unit**. Screens, if provided, must remain permanently in place at all times and should never be removed.

Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the **Unit** caused by leaving windows or doors open during inclement weather will be the responsibility of **Tenant**.

Any item coming off a patio or balcony, or out of a window, is strictly prohibited, regardless of intent or if item was thrown, falls, or is otherwise ejected. Tenant understands that in the event that ANY items come off a balcony or window, Tenant will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. Any investigation of alleged incidents will be reported to Purdue University. In the event of abuse of the balcony or violation of this rule, Landlord reserves the right to secure the balcony door so that Tenant may not access the balcony.

NO SOLICITATION OR DISTRIBUTION OF MATERIALS

Tenant(s) may not distribute, post or hang any signs or notices in any portion of the **Property**, without written approval from **Landlord**. Solicitation shall not be permitted at the **Property**, either by **Tenant** or others.



LOCKS AND KEYS

Locks **may not** be changed or added by **Tenant** without prior written permission of **Landlord**. Locks must be left in place upon vacating the **Unit**. **Landlord** must have keys to all changed locks. All keys and, if applicable, gate cards and remotes must be returned to **Landlord** upon termination of occupancy.

If **Tenant** finds it necessary to have authorized personnel unlock **Unit** or Bedroom, a \$20.00 fee will apply, payable at the time service is rendered. **Landlord** will furnish **Tenant** with one key to the main entry door, one key to the Bedroom (if applicable), and one key to the mailbox. **Tenant** will be charged \$50.00 per lost Bedroom key, \$30.00 per lost mailbox key, and \$75.00 per gate remote or key fob not returned, or for those requiring replacement during the **Term** of **Tenant's** occupancy. Each **Tenant** may only possess one main entry door key; therefore, if the main entry door key is lost and **Tenant** requires a replacement, locks will be changed and **Tenant** will be charged \$75.00 for the lock rotation. **Tenant** agrees that such keys are provided solely for **Tenant's** own use; duplicates will not be made of such nor will keys be loaned to any person. **Landlord** reserves the right to suspend this service at any time.

NO SMOKING

Smoking is strictly prohibited in the **Unit**, all amenity areas, and common areas (including the pool deck). Any **Tenant** found in violation of this policy will be immediately fined by management and risks fines imposed by city ordinances.

STAFF COMPLIANCE

Tenants are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this **Lease** or by law, shall subject **Tenant** to an immediate fine of up to \$1,000 and/or eviction.

PARTIES

Consumption of alcohol must be in compliance with all federal, Indiana, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the **Property**. Kegs are prohibited on the **Property** and within the **Unit** and on balconies. **Glass containers of any type or any other container containing alcohol are not permitted in common areas of the Property. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.**

Landlord or its agents may make periodic inspections of **Tenant's Unit** in order to ascertain any physical problems and also to ensure that **Landlord's** property is being cared for properly. If during the course of an inspection, stolen property (I.E., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and **Tenants of Unit** may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. **Tenant(s)** using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the **Landlord's** discretion.

Tenant, on behalf of **Tenant** and **Tenant's** guests and invitees, agrees to use and occupy the **Unit** in strict accordance with all applicable laws, regulations and ordinances, including without limitation those of Purdue University. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this **Lease**, and in addition to any other remedy allowed in **Lease** or at law, shall subject the **Tenant** to an immediate fine at minimum \$150.00 and/or eviction. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

PLUMBING AND GARBAGE DISPOSAL

Sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rag, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by **Tenant**.

Tenant agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event **Landlord** is called to fix a disposal and such materials are found therein, **Landlord** reserves the right to charge **Tenant** for the expense occurred.

MAIL

The mailbox is to be used jointly by all the **Tenants** assigned to **Tenant's Unit**. Packages may be received at the office. However, **Landlord** takes **no responsibility for lost, damaged or stolen property left with the office**. If **Tenant** decides to have packages dropped at the office, **Tenant** is doing so at **Tenant's** own risk. **Landlord** encourages all **Tenants** to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. **Landlord** reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if **Landlord** is not comfortable accepting a particular package.

If the Postmaster serving the Apartment **Property** has instituted or begins instituting during this **Lease** "single drop delivery", **Landlord** will place **Tenant's** mail in the mail box, but assume no liability for misdelivery, delays in delivery and/or failure of delivery.

GUESTS / DELIVERIES



Landlord acknowledges the right of **Tenant** to entertain guests, but requires that order and tranquility prevail at all times. Any guest staying overnight for more than 2 consecutive 24-hour periods must receive written approval from **Landlord**. **Tenant** will be charged \$50 per night and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. **Tenant** will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this **Lease**.

Tenant's guests must abide by these RULES AND REGULATIONS. As host, **Tenant** is held accountable and is responsible for the conduct of **Tenant's** guests at all times. All guests entering the building must be registered through **Landlord's** guest registry system and have a valid photo ID on their person at all times.

Landlord will utilize resident's phone number and/or email address to verify guests in the guest registration system. Therefore it is the responsibility of the **Tenant** to notify **Landlord** if there is a change in telephone number, email address, or general contact information. **Landlord** reserves the right to deny any guest access to the **Property** for any reason including non-payment of rent by **Tenant**.

No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from **Tenant**.

Guests become the responsibility of **Tenant** once they enter the building. From the time the guest enters the building until he/she reaches an apartment, they are the guest of the **Tenant** who submitted their name to the guest registry system.

Tenant will be responsible for the cost of repairs for any and all damages caused by an excess number of people within the **Unit**. **Tenant** is responsible for the actions of **Tenant's** guests at all times while guests are on the **Property** or in any **Unit**. **Landlord** may exclude guests or others who, in **Landlord's** judgment, have been violating the law, violating this **Lease** or any property rules, or disturbing other **Tenants**, neighbors, visitors, or **Landlord's** representatives. **Landlord** may also exclude from any patio/balcony or anywhere on the **Property** a person who refuses to or cannot identify himself or herself as **Tenant** or **Tenant's** guest. **Tenant's** failure to comply with **Landlord's** request of exclusion of a guest will result in eviction of **Tenant**. **Landlord** reserves the right to limit the number of guests of permitted to enter the building.

NOISE

Tenant, members of **Tenant's** family, and guests shall at all times maintain order in **Unit** and at all places on the **Property**, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Landlord reserves the right at any time to fine **Tenant**, contact guarantors, or declare **Tenant** in violation of the **Lease** due to excessive noise and disturbances. **Landlord** and/or its agents on duty are the sole judge(s) of excessive volume Rises, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to **Landlord** or **Landlord's** representative immediately. **Tenant** waives all rights to privacy when noise coming from **Unit** is so loud that **Tenant** is unable to hear **Landlord** knock.

Tenant will be found in violation of this Lease and will be subject to fines and other disciplinary action if Landlord receives notice from the Police Department that noise Rises were excessive.

COMMON AREAS

Tenant recognizes that the common area facilities, which may include such items as an Exercise Room, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "**Facilities**"), have been made available by **Landlord** to **Tenant**.

Policies for Facilities are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these Facilities and/or eviction.

Only **Tenant** and invited guests accompanied by **Tenant** may use the **Facilities** provided by **Landlord**. **Facilities** may be used by such persons only in strict compliance with posted policies and procedures. From time to time supplemental rules and regulations may be adopted by **Landlord** with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to **Tenants**.

Neither **Tenant** nor **Tenant's** guests may use the **Facilities**, parking lots or grounds in such a manner that interferes with the enjoyment of other **Tenants**.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Use of common areas within the **Property** shall be governed by these RULES AND REGULATIONS and any Policies posted in the **Facilities** and shall be used at the risk of **Tenant** and **Tenant's** family and guests. No guest shall be permitted within the **Facilities** unless **Tenant** is also present. **Tenant indemnifies Landlord and holds Landlord harmless against all claims for personal injury sustained by Tenant and Tenant's family and/or guests in their use and enjoyment of the Facilities.** Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the **Property**.

In order to use **Facilities**, **Tenant** agrees that:

- a. **Tenant** shall not permit any guests to use **Facilities** without **Tenant** present;



- b. **Tenant** shall use **Facilities** in a prudent manner, consistent with the customary use of the **Facilities**;
- c. **Tenant** shall not use **Facilities** in a manner which is offensive or dangerous to **Tenant** or any users of **Facilities**;
- d. **Tenant** will follow policies as established by **Landlord** in connection with the operation of **Facilities**;
- e. **Landlord** shall have the right to discontinue providing any or all **Facilities** at any time and for any reason;
- f. **Landlord** does not provide attendants or supervision of any kind for **Facilities**;
- g. **Landlord** has made no representation (i) that **Landlord's** representatives have any expertise in the operation of **Facilities**, (ii) that **Facilities** are fit for any particular purpose or (iii) as to the physical condition and operation of **Facilities**; and
- h. **USE OF Facilities BY Tenant SHALL BE WHOLLY AT Tenant's OWN RISK.**

Landlord reserves the right to prohibit use of **Facilities** to any individual that **Landlord**, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized PETS are not allowed within the **Facilities** or **Unit** at any time for any reason. A \$500 fine will be assessed to **Tenant** for any violation of this policy by **Tenant** or **Tenant's** guest.

In connection with **Tenant's** use of **Facilities**, **Tenant** is responsible for payment for damages or costs to **Landlord** from any claim based upon the acts of **Tenant** or OCCUPANT or **Tenant's** guests (which are prohibited from using **Facilities**); and

Tenant may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.

SUNDECK USE

Tenants and **Tenant's** guests are required to wear **Landlord**-issued wristbands on the sundeck at all times. **Tenants** will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband will be required to leave the sundeck and will be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the sundeck. Individuals caught smoking or possessing glass will be subject to an immediate \$500 fine and will be required to leave the sundeck. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.

All food or beverage containers must be stored in a cooler at all times on the sundeck. All cans of any kind and disposable water bottles must be in a drink insulator while being consumed. Plastic cups and non-disposable Nalgene type sports bottles are acceptable without a drink insulator. Styrofoam cups and plates are prohibited on the sundeck at all times.

FIRE SAFETY

Immediately call 911 in the event of a fire emergency.

Landlord shall furnish smoke detectors in good working order, when **Tenant** first takes possession. **Tenant** must immediately report smoke detector malfunctions to **Landlord**. Neither **Tenant** nor others may disable smoke detectors. If **Tenant** disconnects or intentionally damages the smoke detector or does not replace batteries as needed, **Tenant** may be liable to **Landlord** for necessary damages as stated in Indiana statutes. If **Tenant** disables or damages the smoke detector or fails to report malfunctions to **Landlord**, **Tenant** will be liable to **Landlord** and others for any loss, damage, or fines from fire, smoke, or water. **Tenant** is responsible for the cost of battery replacement for the smoke detectors. Smoke detectors and carbon monoxide detectors are not to be removed or tampered with. **Tenant** shall be responsible for replacement of missing batteries. **Tenant** agrees to maintain a working battery in all detectors and to report any malfunctioning detectors to **Landlord**. By signing this **Lease Tenant** acknowledges receipt of all required detectors.

Tenant agrees:

- a. to notify **Landlord** immediately in writing if **Tenant** perceives there to be any problem, defect, malfunction or failure with the smoke detectors in **Unit**;
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed.
- c. that **Landlord** is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
- d. that **Tenant** assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s); and
- e. that **Landlord** is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences.

If **Tenant's Unit** contains an overhead sprinkler system, **Tenant** must take care not to unintentionally trigger the overhead sprinkler system in **Tenant's Unit**. **Tenant** may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. **Landlord** will not be responsible for any damage that occurs as a result of such situations.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

