

RENTAL CONTRACT

1. This rental contract, executed on the _____ day of _____, 201_____, witnesses that **Consolidated Property Management representing: _____**: (hereinafter called the Lessor) hereby leases to:

- Resident #1 _____
- Resident #2 _____
- Resident #3 _____
- Resident #4 _____
- Resident #5 _____
- Resident #6 _____

(Hereinafter called Lessee), and the Lessee hereby rents the premises know as:

For the term commencing on the _____ day of _____, 201_____, and ending on the _____ Day of _____, 201_____ at 12pm with keys returned to CPM office.

2. **OCCUPANCY:** The premises will be occupied by _____ persons only; any change in occupancy must be with Lessor’s written permission. All Lessees 18 years of age or older must be named on this lease as a lessee and no other occupants shall live in this unit. All occupants under the age of 18 must be listed below:

NAME	AGE ON DATE OF THIS CONTRACT	RELATIONSHIP TO LESSEE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to notify Lessor of change in tenancy may result in lease termination. Lessee shall be permitted overnight guests, but said guests shall be reasonable in number and no single guest shall occupy the Leased Premises for more that fourteen (14) consecutive days during the term of this lease without the express written permission of the Lessor. Violation of this policy will result in an immediate \$300.00 fine and possible legal proceedings if the violation is not immediately corrected.

3. **RENT:** AS FEES THE Lessee hereby agrees to pay the Lessor a total sum of \$_____ during the term of this lease, such rent and any additional fees to be paid in advance on the first day of each calendar month. All payments shall be made, without notice or demand from the Lessor, by check or money order payable to the Lessor. If rent is not received by the Lessor on or before the 5th of the month, the Lessee must pay a penalty of \$50.00 on the 6th of the month plus \$5.00 per day for every day after the 6th that the rent is delinquent; penalty is payable with the regular monthly rent. This late rent penalty clause does not waive the right of the Lessor to evict the Lessee for nonpayment if Lessor so elects. There will be a \$25 charge for any returned check plus any applicable late fees until the funds are replaced. Checks will be presented only once. A check returned for non-sufficient funds must be replaced by cash (for payment on NSF check only) or money order for the same amount plus a \$25.00 fee and applicable late fees, and no personal checks will be accepted afterward.

Note: This is a joint lease. All parties who sign this Lease are jointly and severally liable. If one Lessee becomes delinquent or otherwise breaches or violates the terms of this Lease, the remaining Lessees shall be held responsible for payment of the full rent or other damages assessed against the breaching Lessee.

SUMMARY OF MONTHLY CHARGES:

Base Rent=	\$ _____	Washer/Dryer Rental Fee=	\$ _____
Garage Rent=	\$ _____	Utility Billings=	\$ _____
Pet Fee=	\$ _____	Short-Term Fee=	\$ _____
Other (specify) =	\$ _____		
	\$ _____		

TOTAL DUE MONTHLY = \$ _____

4. DEPOSIT FEE: Lessee hereby agrees to pay the sum of \$ _____ as a Deposit fee for this lease. Said Deposit fee to be used to cover any unpaid rent, late fees, utility costs that are the responsibility of the Lessee, damages, and cleaning costs, painting cost or other charges against the premises. Lessee does not have the right to apply the security deposit to the last month's rent. At the termination of the lease period, after all keys are returned to the Lessor for the vacated premises, the Lessor will inspect the condition of the premises. If all the covenants and conditions contained herein are complied with by the Lessee and the premises left in satisfactory condition, any Refundable Deposit Fee shall be refunded by mail within 45 days after Lessor regains possession of the premises, or as soon as practical, thereafter. Lessor may remove and dispose of any item left on the Premises at the termination of this lease, without liability to the Lessee. Failure to return all keys including mail keys upon the expiration day of the Lease will result in a \$100.00 charge to replace locks and keys. Failure of any Lessee to remove personal furniture and/or belongings by the lease term expiration date will result in a charge of \$50.00 per apartment occupant, per labor hour for the time spent to have such items removed. Lessor may remove and dispose of such items left on the Premises at termination of this Lease, without liability of lessee.

LESSEE MUST NOTIFY MANAGEMENT IN WRITING WITHIN FOUR DAYS OF VACATING THE PREMISES OF A FORWARDING ADDRESS WHERE LESSEE CAN RECEIVE MAIL. OTHERWISE, MANAGEMENT WILL BE RELIEVED OF SENDING LESSEE AN ITEMIZED LIST OF DAMAGES AND PENALTIES.

5. HOLDING OVER: During any Holdover Period, monthly rent payments shall increase to the current market rent in addition to \$100 fee per month (Month-to-Month Fee). If the unit is pre-leased and the current Lessee has not moved out on agreed lease end date the fine is \$100 for the first 24 hours over lease end date and additionally \$75.00 daily until keys have been turned into CPM office.

6. OTHER FEES: In case of accidental lockout, a \$50.00 charge will be assessed to let Lessee in. This assessment will be due immediately to agent representing Lessor. There will be a \$10.00 charge for any lost keys that must be replaced. This assessment will be due immediately to agent representing Lessor.

Hallways, patios, and balconies will be kept clear of trash bags, boxes, and Lessee's belongings. Lessee will be charged \$25.00 per bag or large item for removal of trash or belongings left in these areas.

If there are damages to the halls or common areas of the Premises, due effort will be made to determine the responsible party. The damage will be prorated to all residents in that hallway if offender is unknown

7. PETS: Lessee will not be allowed to have pets without written permission of the Lessor or his Agents. Lessee _____ is or _____ is not allowed to have pets. If allowed, the pet(s) are as described below:

If pets are allowed, as described above, Lessee will pay a \$200.00 nonrefundable pet fee plus \$_____per month in pet rent.

If Lessee is found to have an unauthorized pet, a **\$250.00** fine will be charged to the Lessee and legal proceedings begun if the situation is not immediately corrected.

8. UTILITIES AND SERVICES: It is agreed that Lessee shall furnish at his expense the following utilities and services:

Utilities:

_____Electric _____Gas _____Water _____Sewage

_____ For utilities that are paid by the Lessor, I agree to pay \$_____ a month to offset a portion of those costs.

Services:

_____Phone _____Cable _____Trash Removal _____Lawn Mowing _____Snow Removal

Utilities must be transferred into the Lessee's name on or before the move-in date and remain in the Lessee's name through the term of the Lease. Lessee shall be assessed a utility transfer fee of \$75.00 per utility per day for utility(s) which is not transferred to the Lessee's name within two business days of move-in.

In the case Lessee shall terminate said utilities and services, Lessee shall be liable to Lessor for payment of all costs, expenses, damages caused to the Lessor by the termination of said utilities and services. In cold weather months, Lessee must keep thermostat set to a minimum of sixty degrees even when Lessee is away from the Premises for any brief or extended period of time. Lessee will be fully responsible for the cost of damage due to frozen water lines where and when the temperature of the Premises is set at lower than sixty degrees.

9. USE OF PREMISES: Lessee agrees to make NO unlawful, improper, or offensive use of the premises. Lessee will occupy and use the premises for his private residence and for no other purpose; Lessee shall not keep any roomers or boarders or carry on any trade, business, instruction course, or public entertainment. Lessee shall not operate, or permit to operate, a radio, surround sound system, television set or musical instrument or entertain guests in any manner, which might disturb other tenants or neighbors. Lessee agrees to install no antennas or satellite dishes to the exterior of the building, on any porch or patio, or on the grounds of the complex.

Lessee shall not paint, paper, or otherwise redecorate or make alterations to the premises without written consent of the Lessor.

10. ASSIGNMENT & SUBLETTING: Lessee shall not assign this lease, or any interest under it, or sublet the premises or any part thereof or permit the use of occupancy of the premises or any part thereof by one other than the Lessee without the written permission of the Lessor.

11. CONDITION OF PREMISES: Lessee agrees to maintain the premises in good order and repair and in a clean and sanitary condition. The Lessor agrees to make any necessary repairs to mechanical systems except that Lessee agrees to be responsible for all repairs and maintenance to premises caused by Lessee's or Lessee's guests' neglect or improper use.

12. SMOKE DETECTORS. Lessee shall inspect and test the smoke detector during the Term and shall ensure that each smoke detector installed in the Lease Premises remains functional and is not disabled. If the smoke detector is battery operated, Lessee shall replace the batteries in the smoke detector(s). Lessor shall

repair or replace an inoperable smoke detector within twenty-four hours after Lessor is given written notification of the need to replace or repair the smoke detector. Lessee shall not tamper with, remove, or **replace any parts of equipment of the smoke detector except to replace batteries. Lessee shall pay the cost of damage to the smoke detector, to the Lease Premises, and to Lessor's premises caused or allowed by failure to** comply with the obligations of this paragraph. Lessee shall maintain the smoke detector and test the smoke detector at least once every 30 DAYS to ensure that the smoke detector is in operational condition. Lessor shall not be liable for any injury (including death) to persons or damage to property resulting from Lessee's failure or to notify Lessor as provided herein.

13. GRILLS. The 2008 Indiana Fire Code Section 308.3.1 prohibits the use of charcoal burners and other open-flame cooking devices on all combustible balconies or within 10 feet of combustible construction: unless the building, balconies and decks are protected by an automatic sprinkler system. This regulation has come about due to national incidence of fires caused by the use of grills in areas when the construction is wood and vinyl siding, etc. The balcony and adjacent construction in the vast majority of multifamily units are made of combustible materials.

14. STORAGE FEES AND COSTS. If Lessor is granted possession of the Leased Premises by a court of law, or obtains possession of the Leased Premises by other lawful means, and Lessee's possessions are removed and placed in storage, Lessee agrees to pay for all moving and storage costs. Lessee further agrees that any third party who moves and/or stores Lessee's possessions shall acquire a warehouseman's lien on Lessee's stored possessions, and if the same are not timely reclaimed (30 days), the warehouse may sell the possessions and retain the proceeds of such sale as payment of the storage costs, transfer costs, and all other related fees and costs.

15. ENTRY RIGHTS: Lessor reserves the right to enter the Leased Premises at all reasonable hours for the purpose of inspection for needed repairs, to make repairs and alterations, or to exhibit the Premises to prospective tenants or purchasers.

16. LESSOR'S NONLIABILITY: Lessor shall not be liable for damages to person or property sustained by the Lessee or his invitees or other persons, while on or about the premises or building or grounds; nor shall Lessor be liable for losses or theft of Lessee's property in the premises, storage areas, or parking area. **If there is a forced entry from someone breaking into the Leased Premises or vehicle, Lessee is required to call the police immediately.** Lessor will not compensate Lessee or anyone else for damages proximately caused by any other source whatsoever, or by criminal acts, fire, storm, and flood, and rain or wind damage, acts of negligence of any person, or from bursting or leaking of water pipes. If the magnitude of damage to the Lessor's property is so excessive that the Lessee is unable to occupy the property during the course of Lessor's repairs and must therefore vacate the property, the Lessor is not obligated in any way to compensate the Lessee for the cost of Lessee's relocation. The Lessor will be the sole judge on what constitutes excessive property damage and what conditions would require a tenant to vacate their apartment. Lessee is advised to carry renter's insurance for personal contents in the rental unit, for vehicles kept in parking areas of the unit, and for relocation expense reimbursement.

17. DEFAULT: Upon failure to pay any installment of rent when due, additional rent, or late rent charges, or if the Lessee shall violate any other term, condition or covenant of this lease, this lease and all rights of the Lessee shall terminate, at the election of the Lessor. If the Lessee shall abandon the premises, the Lessee hereby appoints the Lessor to be Lessee's agent to re-rent the premises, if Lessor so elects; and the Lessor shall be entitled to damages in the amount of the rent for the remaining term as specified herein, and any costs of reletting the premises, cumulative and in addition to any remedies of the Lessor at law or in equity. Upon default by the Lessee, the Lessee shall pay all costs and expenses, including attorney's fees and court costs, incurred by the Lessor in connection with its exercise of any rights or remedies it may have under this leases because of such default. Eviction of a Lessee for breach of Lease agreement will not release the Lessee from liability for rent payments for the balance of the term of the lease.

If Lessee's possessions are removed and placed into storage after default, Lessee agrees to pay for all moving and storage costs. Lessee further agrees that any third party that moves and/or stores Lessee's possessions shall

acquire a warehouseman's lien on those stored possessions, and if they are not reclaimed within thirty days, the warehouseman may sell the subject goods in payment of the storage cost, moving cost, and all other related fees and costs.

18. RENEWAL POLICY: If Lessee has not signed a renewal or lease extension, Lessor has the right to show the unit to prospective tenants and to lease the unit to new Lessees at the end of the lease term. Month to month leases will require a 60 day written notice by either the Lessor or the Lessee to terminate the contract.

19. PARKING. Lessee shall not park any vehicles in any yard, or sidewalks or blocking any dumpster. Lessor shall not be responsible for any damage to vehicles or to contents of such vehicles. Except with the prior written consent of Lessor, Lessee shall keep within the Apartment Community only those vehicles listed and on file with the Apartment Community. Lessee grants to Lessor the undisputed right to remove, at Lessee's expense, any vehicle in the parking areas owned by or for which resident is responsible that in Lessor's opinion is inoperable. Lessee further agrees that any vehicle owned by or for which Lessee is responsible remaining after termination of this Lease may be removed by Lessor at Lessee's expense and Lessor shall not be responsible for any damage resulting from such removal. Carports and garages, if any are not to be used by Lessee unless Lessor and Lessee enter into an addendum therefore.

20. INSURANCE: LESSOR STRONGLY ENCOURAGES LESSEE TO OBTAIN APPROPRIATE RENTER'S INSURANCE COVERAGE. Lessor is not an insurer of Lessee's person or personal property. Lessee agrees that all of Lessee's personal property in the apartment or elsewhere in the Apartment Community shall be at the sole risk of Resident, and that Lessee will carry such insurance as Lessee deems necessary therefore. Lessee agrees that Lessor, and its agents and employees, shall not be liable for any damage to the person or property of Lessee or any person occupying or visiting the Leased Premises or the Community for any reason whatsoever. Lessee agrees to indemnify, defend and save and hold Lessor harmless from any damages, claims, or liability arising from or connected with Lessee's control or use of the Leased Premises or Community facilities.

21. IN WITNESS THEREOF, Lessor and Lessee has caused this lease to be executed on the day and year first above written.

22. COMPLETE AGREEMENT: This lease agreement together with attached Addenda "A" and additional addenda below, if any, constitutes the full and complete agreement by and between the Lessor and the Lessee and no other agreements or representations have been made. All parties who may occupy the premises shall sign the lease. All parties signing this lease are jointly and severally liable. Each party will be held responsible for the acts of each Lessee and their guests.

The undersigned agree(s) that they have received the following items for the leased premises:

- _____ COPY OF THE SIGNED RENTAL CONTRACT
- _____ MOVE-IN INSTPECTION FORM TO BE COMPLETED AND RETURNED WITHIN 10 DAYS OF MOVE IN, KEEPING A COPY FOR YOUR OWN FILE
- _____ LEASE ADDENDM—MOVE-OUT CHARGES
- _____ MOLD ADDENDUM
- _____ BED BUG ADDENDUM
- _____ HOUSING GUIDELINES
- _____ PET AGREEMENT
- _____ PARKING/CAR REGISTRATION
- _____ LEAD BASE PAINT ADDENDUM

LESSEE: ALL ON LEASE MUST SIGN AND DATE:

SIGNATURE:

DATE:

E-MAIL:

PHONE

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

AGENT:

SIGNATURE

DATE

Addenda:
