BESTBSURENTALS
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LEASE AGREEMENT

THIS LEASE, MADE AND ENTERED INTO THE _____ DAY OF _____, 20_____, BY AND BETWEEN _____ HEREINAFTER CALLED TENANT, AND BESTBSURENTALS HEREINAFTER CALLED LANDLORD, LESSOR IS A LICENSEE. WITNESSETH, THAT IN CONSIDERATION OF THE MUTUAL COVENANTS, HEREIN CONTAINED AND TO BE PERFORMED BY EACH PARTY, THE SAID LANDLORD AND TENANT AGREE AS FOLLOWS:

1. LEASED PREMISES. LANDLORD DOES BY THESE PRESENTS, LEASE SAID PREMISES UNTO SAID TENANTS SITUATED AT AND COMMONLY KNOWN AS _____ IN THE CITY OF MUNCIE, DELAWARE COUNTY, STATE OF INDIANA. BESTBSURENTALS HEREINAFTER CALLED LANDLORD; LANDLORD IS BESTBSURENTALS AS MANAGEMENT OF RESOLUTION BK PROPERTIES, LLC.

2. TERM. THE PREMISES ARE LEASED FOR THE TERM COMMENCING ON THE _____ DAY OF _____, AND TERMINATING ON THE _____ DAY OF _____. PROVIDED TENANT IS NOT IN DEFAULT, AND SUBJECT TO LANDLORD'S CONSENT, TENANT SHALL HAVE THE OPTION OF EXTENDING THE TERMS OF THIS LEASE AGREEMENT BY EXECUTING AN ADDENDUM PROVIDED BY THE LANDLORD.

3. RENT. EACH TENANT HEREBY AGREES TO PAY TO THE LANDLORD A TOTAL SUM OF _____ TO BE PAID IN TWELVE (12) CONSECUTIVE MONTHLY RENT PAYMENTS, EACH IN THE AMOUNT OF _____. THE FIRST RENT PAYMENT IS DUE ON THE COMMENCEMENT DATE OF THIS LEASE AGREEMENT. EACH OF THE FOLLOWING ELEVEN (11) CONSECUTIVE MONTHLY RENT PAYMENTS SHALL BE DUE ON THE 1ST DAY OF EACH MONTH THROUGH THE TERM OF THE LEASE. ALL RENT AND BESTBSURENTALS FEES ARE TO BE PAID AT BESTBSURENTALS.COM VIA BESTBSURENTALS THIRD PARTY RENTPOST.COM. RENTPOST CHARGES AN ACH PROCESSING FEE OF $1.00 PER ACH PAYMENT, AND OTHER PROCESSING FEES IF RENT IS PAID IN OTHER PAYMENT TYPES. THE E-MAIL PROVIDED ON THIS LEASE BY THE TENANT WILL BE USED TO SETUP TENANT(S) RENTPOST ACCOUNT.

A. THE TENANT UNDERSTANDS AND AGREES THAT THE RENT WILL BE DUE AND PAYABLE ON THE 1ST DAY OF EACH MONTH. SHOULD SAID RENT NOT HAVE BEEN PAID BY THE FIRST DAY OF THE MONTH, THE TENANT SHALL BE LIABLE FOR A LATE FEE OF $25.00 ON THE 1ST, WITH AN ADDITIONAL $10.00 PER DAY EACH DAY THEREAFTER, BEGINNING ON THE THIRD DAY OF THE MONTH. A PAYMENT RETURNED BECAUSE OF INSUFFICIENT FUNDS IS CONSIDERED NON-PAYMENT OF THE RENT AND THE TENANT SHALL BE SUBJECT TO A $35.00 SERVICE CHARGE THE FIRST TIME A PAYMENT IS RETURNED PLUS ANY LATE FEE INCURRED. THE TENANT SHALL BE LIABLE FOR A $40.00 SERVICE CHARGE ANYTIME THEREAFTER FOR RETURNED PAYMENTS PLUS ANY LATE FEE INCURRED. IN ADDITION, LANDLORD MAY DEMAND ALL FUTURE RENTS TO BE PAID BY BANK CHECK OR MONEY ORDER.

B. THIS PROPERTY IS LEASED TO THE ABOVE NAMED TENANT WITH _____ OTHERS, MUTUALLY AGREED UPON TENANTS, WHO SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL DAMAGES OR OTHER EXPENSES INCURRED REGARDLESS OF CAUSE OR PERSONAL RESPONSIBILITY.

C. TENANT(S) SHALL BE IN DEFAULT OF THIS CONTRACT IF RENTS ARE NOT RECEIVED BY THE LANDLORD BY THE FIFTH (5TH) DAY OF THE MONTH. UPON DEFAULT, TENANT SHALL BE SUBJECT TO EVICTION, FORFEITURE OF SECURITY DEPOSIT, ALL COLLECTION FEES, AND ALL LITIGATION FEES FOR ACCELERATION OF REMAINDER OF RENTS TO THE END OF THIS CONTRACT. LANDLORD WILL COLLECT RENTS ON THE 1ST DAY OF EACH MONTH. DEFAULT ALSO DEFINED IN PARAGRAPH 14.

4. SECURITY, DAMAGE, AND CLEANING DEPOSIT. EACH TENANT SHALL DEPOSIT THE SUM OF _____ AS A SECURITY, DAMAGE, AND CLEANING DEPOSIT AND NOT AS RENTAL PAYMENT, FINAL OR OTHERWISE, FOR THE FULL AND FAITHFUL PERFORMANCE OF ALL TERMS AND CONDITIONS OF THIS LEASE. THE DEPOSIT SHALL BE RETURNED TO THE TENANT(S) WITHIN FORTY-FIVE (45) DAYS FOLLOWING THE SATISFACTORY COMPLETION OF THIS LEASE. IN THE EVENT OF A BREACH OR DEFAULT BY THE TENANT(S) IN RESPECT TO ANY OF THE TERMS OR CONDITIONS OF THIS LEASE, LANDLORD MAY APPLY SUCH SUM OR ANY PART THEREOF TO ANY COSTS, DAMAGES, LOSSES OR INJURIES CAUSED BY TENANT(S) BY SUCH BREACH OR DEFAULT AND WITHOUT IN ANY MANNER WAIVING OR LIMITING LANDLORD'S RIGHTS TO FURTHER HOLD TENANT(S) LIABLE FOR COSTS, DAMAGES, LOSSES OR INJURIES OTHERWISE DUE. UPON VACATING THE PROPERTY, OR TERMINATION OF THE LEASE, TENANT(S) SHALL BE EQUALLY CHARGED (FROM DEPOSIT) THE FINAL SEWAGE BILL, THE COST OF CLEANING, CARPET CLEANING, AND FLOOR WAXING INCURRED BY LANDLORD. WHEN BESTBSURENTALS MOVES A TENANT OUT OF RENTPOST, THE TENANT WILL GET AN E-MAIL STATING "SECURITY DEPOSIT FORFEIT". THIS IS A DEFAULT TO THE RENTPOST SYSTEM, AND DOES NOT INDICATE AN AUTOMATIC SECURITY DEPOSIT FORFEIT, AN ITEMIZED 45 DAY LETTER WILL BE SENT TO THE TENANT.

5. USE AND OCCUPANCY. THE TENANT(S) SHALL USE THE PROPERTY FOR RESIDENTIAL PURPOSES. ONLY THE TENANTS ON THE LEASE ARE PERMITTED TO RESIDE ON THE PREMISES. THE TENANT(S) SHALL NOT PERMIT ANY ILLEGAL OR IMPROPER USAGE OR CREATE ANY DISTURBANCES, NOISES, OR OTHER ANNOYANCE DETRIMENTAL TO THE REASONABLE COMFORT OF THE OTHER TENANTS OR PERSONS IN THE NEIGHBORHOOD. ANY VIOLATION OF THIS SECTION SHALL BE CONSIDERED A MATERIAL BREACH OF THIS LEASE AND SUBJECT THE TENANT(S) TO IMMEDIATE EXPULSION FROM THE PREMISES.

6. UTILITIES. TENANT(S) IN ADDITION TO THE MONTHLY RENT SHALL HAVE ALL UTILITIES IN THEIR NAME(S) INCLUDING, ELECTRIC, GAS, SEWAGE AND WATER. ALL UTILITIES AND SERVICES INCURRED BY SAID TENANT(S) MUST BE PAID BY THE DUE DATE. IF UTILITIES ARE NOT PAID BY DUE DATE, BESTBSURENTALS WILL ISSUE A $50 LATE FEE PER EVERY 30 DAYS EACH UTILITY IS UNPAID. ALL UTILITIES SHALL BE CONNECTED PRIOR TO LEASE START TO INSURE CONTINUED SERVICE, AND REMAIN "CONNECTED" UNTIL THE END OF THE LEASE. SEWAGE IS SETUP WITH THE MUNCIE SANITARY DISTRICT, A PDF FORM AND VOIDED CHECK ARE REQUIRED BY THE MUNCIE SANITARY DISTRICT FOR THE TENANT TO SETUP AUTOMATIC ACH WITHDRAWAL ON THE BILL DUE DATE. UTILTY ADDENDUMS ARE INCLUSIVE TO THIS LEASE FOR DUPLEX UNITS. ALL UTILITY COMPANY CONTACT INFORMATION CAN BE FOUND AT BESTBSURENTALS.COM/UTILITIES.

7. SUBLETTING OR ASSIGNMENT. TENANT(S) SHALL NOT ASSIGN, MORTGAGE, ENCUMBER OR TRANSFER THIS LEASE IN WHOLE OR IN PART, OR SUBLET THE LEASED PREMISES OR ANY PART THEREOF, NOR GRANT A LICENSE OR CONCESSION IN CONNECTION THERE WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. FURTHERMORE, ANY APPROVED SUBLEASE AGREEMENTS BECOME A PART OF THIS LEASE AGREEMENT. PRIMARY TENANT(S) ON THIS LEASE ARE RESPONSIBLE FOR LEASE PAYMENTS AS DIRECTED BY THE LEASE AND SUB-TENANT(S) ARE RESPONSIBLE TO PRIMARY TENANT FOR THEIR PAYMENT. IF SUB-LEASING TO A SUBLETTER IS APPROVED BY THE LANDLORD, TENANT AGREES TO PAY TO LANDLORD A $200.00 RE-

LEASING ADMINISTRATIVE FEE. IF RE-LEASING TO A NEW TENANT FOR A FULL LEASE TERM, SIGNED TENANT FORFEITS SECURITY DEPOSIT.

8. RESERVED RIGHTS. LANDLORD RESERVES THE FOLLOWING RIGHTS:

A. TO ENTER THE PREMISES DURING ALL REASONABLE HOURS TO EXAMINE AND PROTECT SAME, TO SHOW THE PREMISES TO PROSPECTIVE BUYERS OR RENTERS, OR TO MAKE SUCH REPAIRS, ADDITIONS OR ALTERATIONS, AND FOR ANY OTHER PURPOSE WHATSOEVER RELATED TO THE SAFETY, PROTECTION, PRESERVATION, INSPECTION, OR IMPROVEMENTS OF THE PREMISES OR THE BUILDING.

B. TO ENTER THE PREMISES AT ANY TIME OR TIMES DURING THE LAST SIXTY (60) DAYS OF THE TERM, IF DURING OR PRIOR TO THAT PERIOD TENANT(S) VACATES THE PREMISES, TO DECORATE, REMODEL, REPAIR, ALTER OR OTHERWISE PREPARE THE PREMISES FOR OCCUPANCY.

C. TO CONSTANTLY RETAIN AND USE PASSKEYS TO THE PREMISES. EXERCISE OF RESERVED RIGHTS BY LANDLORD SHALL NEVER RENDER LANDLORD LIABLE IN ANY MANNER TO TENANT(S) OR TO ANY PERSON IN THE PREMISES.

- 9. **RULES AND REGULATIONS.** BOTH THE LANDLORD'S PRINTED RULES AND REGULATIONS, AND THE RULES AND REGULATIONS OF THE UNIVERSITY AREA LANDLORD ASSOCIATION (U.A.L.A.), ARE MADE PART OF THIS LEASE, WHICH TOGETHER FORM THE ENTIRE LEASE AGREEMENT. FAILURE OF TENANT TO OBSERVE AND EXERCISE COMPLIANCE WITH THESE RULES AND REGULATIONS WILL CONSTITUTE A BREACH OF THIS AGREEMENT. LANDLORD RESERVES THE RIGHT TO MAKE REASONABLE CHANGES OR ADDITIONS TO SUCH RULES AND REGULATIONS AND TENANT(S) AGREE TO COMPLY WITH SUCH NEW RULES AND REGULATIONS.

10. TENANT'S DUTIES. THE TENANT(S) SHALL: (A) KEEP THE UNIT IN A CLEAN AND SANITARY CONDITION DURING THEIR OCCUPANCY. DURING THE TIME THAT THE LANDLORD IS SHOWING THE PROPERTY TO PERSPECTIVE NEW TENANTS, THE CURRENT TENANTS WILL MAINTAIN THE PROPERTY IN A CLEAN AND NEAT CONDITION. IF NECESSARY, LANDLORD MAY, AT HIS DISCRETION, HIRE A SERVICE TO ENTER THE PROPERTY AND CLEAN AT THE EXPENSE OF THE CURRENT TENANTS; (B) PAY FOR ALL DAMAGES TO THE PREMISES OR TO ANY OTHER TENANT OR OTHER PERSONS CAUSED BY WASTE, MISUSE OR NEGLECT OF THE TENANT OR HIS GUESTS; (C) **NOT ALLOW DOGS, CATS, OR OTHER DOMESTIC ANIMALS OR PETS ON THE PREMISES**; (D) BE RESPONSIBLE FOR ANY COST OF REPAIR OF ANY STOPPAGE CAUSED TO THE PLUMBING OR DAMAGE TO OTHER EQUIPMENT, APPLIANCES, OR FIXTURES IN OR ON THE PREMISES CAUSED BY MISUSE; AND (E) RETURN UNIT AND ALL FURNISHINGS PROVIDED BY LANDLORD TO A CLEAN AND SANITARY CONDITION AT THE END OF THE RENTAL TERM. TENANT(S) WILL BE CHARGED $75.00 FOR EACH CIGARETTE BURN, TEAR, CUT, OR STAIN ON ANY CARPETING, FLOORING, OR COUNTER SURFACE IF THE LANDLORD DEEMS THE CARPETING, FLOORING, OR COUNTER TOP IS STILL USABLE. IF THE CARPETING, FLOORING OR COUNTER TOP NEEDS TO BE REPLACED DUE TO SUCH DAMAGE, TENANT(S) WILL BE RESPONSIBLE FOR THE ENTIRE COST OF REPLACEMENT. DETERMINATION OF REPAIR OR REPLACEMENT WILL BE AT THE DISCRETION OF THE LANDLORD. LANDLORD RESERVES THE RIGHT TO BILL TENANTS FOR DAMAGES TO THE LEASED PREMISES DURING THE TERM OF THIS LEASE. IF THIS BILL IS NOT PAID BY THE DUE DATE, BESTBSURENTALS WILL ISSUE A $50 LATE FEE PER EVERY 30 DAYS UNPAID.

11. ALTERATIONS & MAINTENANCE OF PREMISES: TENANT(S) SHALL NOT CAUSE OR PERMIT ANY ALTERATIONS, ADDITIONS OR CHANGES OF OR UPON ANY PART OF THE LEASED PREMISES WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE LANDLORD. EXCEPT FOR REASONABLE WEAR AND TEAR, TENANT(S) SHALL, AT TENANT'S OWN EXPENSE, KEEP THE PREMISES INCLUDING WALLS, CEILINGS, FLOORS, WOODWORK, PAINT, PLASTER, PLUMBING, LIGHT FIXTURES, HARDWARE, GLASSWARE AND ALL OTHER FIXTURES AND EQUIPMENT IN GOOD ORDER, REPAIR, AND IN CLEAN, SANITARY CONDITION. IF A CHANGE IS MADE WITHOUT LANDLORD CONSENT, A $100 FINE CAN BE CHARGED BY LANDLORD. **MAINTENANCE:** ALL MAINTENANCE REQUESTS BY TENANT TO BE SUBMITTED AT: BESTBSURENTALS.COM.

12. LANDLORD'S OBLIGATIONS. THE LANDLORD SHALL: PROMPTLY AFTER WRITTEN NOTICE FROM TENANT, MAKE ALL REPAIRS NECESSARY TO MAINTAIN THE FOLLOWING IN THE SAME CONDITION AS THEY ARE NOW IN: 1. THE EXTERIOR AND STRUCTURAL WALLS, STRUCTURAL FLOORS, FOUNDATIONS, AND ROOF OF THE LEASED PREMISES. (2) WATER, SEWAGE, GAS AND ELECTRICAL LINES FROM THE PUBLIC MAINS UP TO THE POINT OF ENTRY TO THE LEASED PREMISES. (3) LANDLORD WILL MAINTAIN THE PLUMBING AND HEATING SYSTEMS IN THE LEASED PREMISES TO THE EXTENT THAT SUCH REPAIRS ARE NOT NECESSARY BY REASON OF THE FAULT OF TENANT(S). TENANT SHALL PAY FOR REPAIRS TO THE APPLIANCES FURNISHED, THE PLUMBING, HEATING AND COOLING SYSTEMS IF SUCH REPAIRS ARE CAUSED BY THE FAULT OF THE TENANT OR TENANT'S GUEST OR AGENTS. TENANT SHALL PAY FOR ALL OTHER REPAIRS NOT REQUIRED TO BE MADE BY LANDLORD TO MAINTAIN THE LEASED PREMISES IN THE SAME CONDITION THEY IN. TENANT ACCEPTS THE LEASED PREMISES IN THEIR PRESENT CONDITION, AND THE LANDLORD SHALL: (A) IMMEDIATELY NOTIFY TENANT, BY CERTIFIED MAIL, DELIVERED NOTICE OR POSTED NOTICE, OF ANY CHANGES AS TO THE PERSON OR ADDRESS OF THE LANDLORD; (B) BE RESPONSIBLE FOR THE MOWING OF THE YARD. (C) LANDLORD IS NOT RESPONSIBLE FOR ITEMS STORED IN THE BASEMENT.

13. ABANDONMENT. IN THE EVENT TENANT SHALL ABANDON OR VACATE THE PREMISES BEFORE THE END OF THE TERM, THE PREMISES OR ANY PART THEREOF MAY BE REPOSSESSED BY THE LANDLORD AND RE-LET UPON TERMS SATISFACTORY TO IT, AND THE TENANT SHALL BE LIABLE FOR ANY RESULTING DEFICIENCY. TENANT'S LIABILITY FOR DEFICIENCY INCLUDES, BUT IS NOT LIMITED TO: REDECORATING COSTS, REPAIR COSTS, LOSS OF RENT FOR DAYS OF VACANCY, AND COSTS OF OBTAINING A NEW TENANT. LANDLORD MAY APPLY TENANT'S SECURITY DEPOSIT TO RECTIFY ANY DAMAGE CAUSED BY TENANT'S VACATING OR ABANDONMENT. APPLICATION OF THE SECURITY DEPOSIT SHALL NOT WAIVE OR LIMIT LANDLORD'S RIGHT TO FURTHER HOLD TENANT LIABLE AND RESPONSIBLE FOR COSTS AND DAMAGES, LOSSES, INJURY OR ANY OBLIGATION DUE HEREUNDER.

14. DEFAULT OF LEASE. LANDLORD SHALL HAVE THE ABSOLUTE RIGHT OF CANCELING AND TERMINATING THIS LEASE SHOULD RENT BECOME DELINQUENT OR ANY VIOLATION OF THE "RULES AND REGULATIONS" AND THEREUPON, THE BALANCE OF RENTS REMAINING UNDER THE CONTRACT BECOMES IMMEDIATELY PAYABLE. UPON DEFAULT, IT SHALL BE LAWFUL FOR LANDLORD TO RE-ENTER AND REPOSSESS THE PREMISES, TO REMOVE ALL PERSONS THEREFROM AND TO TAKE EXCLUSIVE POSSESSION OF AND REMOVE ALL PROPERTY THEREFROM WITH OR WITHOUT JUDICIAL PROCESS, AND ALL RIGHTS OF THE TENANT SHALL IMMEDIATELY CEASE. FOR THE PURPOSE OF SUCH RE-ENTRY TENANT HEREBY WAIVES NOTICE OF ANY SUCH FAILURE OR DEFAULT AND DEMAND FOR POSSESSION OF THE PREMISES. THE LANDLORD SHALL FURTHER HAVE THE RIGHTS PROVIDED IN PARAGRAPH 13 ABOVE DESPITE THE FACT THAT THE TENANT DID NOT ABANDON OR VACATE THE PREMISES. THE FAILURE ON THE PART OF THE LANDLORD TO RE-ENTER OR REPOSSESS THE PREMISES OR TO EXERCISE ANY OF ITS RIGHTS HEREUNDER UPON ANY DEFAULT SHALL NOT PRECLUDE THE LANDLORD FROM THE EXERCISE OF ANY SUCH RIGHTS UPON SUBSEQUENT DEFAULTS. THE ACCEPTANCE OF PAST DUE RENT WILL IN NO EVENT ACT AS A WAIVER OF LANDLORD'S RIGHT TO TERMINATE THIS LEASE FOR NON-PAYMENT OF RENT WHEN DUE, NO NOTICE OR DEMAND SHALL BE REQUIRED FOR ENFORCEMENT. IN THE EVENT OF A DEFAULT, THE TENANT(S) SHALL VACATE THE PREMISES IMMEDIATELY UPON THE WRITTEN DEMAND

OF THE LANDLORD.

15. CONTINUING LIABILITY. IN THE EVENT THE TENANT VACATES, IS REMOVED OR EVICTED FROM THE PREMISES, OR THE LEASE IS TERMINATED PRIOR TO THE STATED EXPIRATION OF THE TERM OF THIS LEASE, TENANT AGREES THAT HIS LIABILITY TO PAY THE RENT AND UTILITIES FOR WHICH HE IS RESPONSIBLE, SHALL CONTINUE FOR THE TERM OF THIS LEASE, UNLESS LANDLORD RE-LETS THE PREMISES, WHICH LANDLORD SHALL BE REQUIRED TO MITIGATE. TENANT SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE MISUSE OR LACK OF NECESSARY UTILITIES (I.E. GAS AND ELECTRIC DURING WINTER SEASON) UNTIL THIS LEASE AGREEMENT EITHER EXPIRES OR IS TERMINATED.

16. ATTORNEY'S FEES. TENANT AGREES TO PAY ATTORNEY'S FEES ACTUALLY INCURRED, AS WELL AS ALL COLLECTION AGENCY FEES, AND COURT COSTS, INCLUDING BUT NOT LIMITED TO MOVING EXPENSES, STORAGE, FOR THE ENFORCEMENT BY THE LANDLORD OF ANY AND ALL PROVISIONS OF THIS LEASE. COLLECTION AGENCY FEES: TENANT(S) UNDERSTAND AND AGREE, IN THE EVENT OF DEFAULT OF THIS LEASE, IN ADDITION TO THE ABOVE, COLLECTION AGENCY FEES EQUAL TO 100% OR MORE OF THE DELINQUENT BALANCE AND WILL BE ADDED TO THE AMOUNT DUE ON THE ACCOUNT.

17. ASSIGNMENT AND SUBORDINATION. ALL RIGHTS OF THE LANDLORD IN THIS LEASE AGREEMENT AND IN THE LEASED PROPERTY MAY BE ASSIGNED, PLEDGED, MORTGAGED, TRANSFERRED OR OTHERWISE DISPOSED OF, EITHER IN WHOLE OR IN PART, WITHOUT NOTICE TO THE TENANT. THE ASSIGNEE SHALL BE FREE FROM ANY AND ALL DEFENSES, SET-OFFS OR COUNTER-CLAIMS WHICH THE TENANT MAY BE ENTITLED TO ASSERT AGAINST THE LANDLORD.

18. INSURANCE. TENANT SHALL HOLD THE LANDLORD HARMLESS FOR ANY DAMAGE TO HIS PERSONAL PROPERTY. IT IS UNDERSTOOD THAT LANDLORD DOES NOT MAINTAIN ANY INSURANCE FOR THE BENEFIT OF TENANT. IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO CARRY INSURANCE TO COVER ANY AND ALL PERSONAL PROPERTY WITHIN THE DEMISED PREMISES, INCLUDING, BUT NOT LIMITED TO FIRE, WATER, OR SEWER BACKUP DAMAGE.

19. CHOICE OF LAW. THIS LEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA.

20. CASUALTY LOSSES. IN THE EVENT THAT MORE THAN TWENTY-FIVE PERCENT (25%) OF THE SQUARE FOOTAGE OF THE DEMISED PREMISES IS DAMAGED, DESTROYED OR RENDERED UNTENANTABLE BY FIRE OR OTHER CASUALTY, LANDLORD MAY ELECT TO TERMINATE THIS LEASE BY GIVING NOTICE OF SUCH ELECTION TO TENANT ON OR BEFORE THE DAY WHICH IS NINETY (90) DAYS AFTER SUCH FIRE OR OTHER CASUALTY, STATING THE DATE OF TERMINATION, WHICH TERMINATION SHALL BE NOT MORE THAN THIRTY (30) DAYS NOR LESS THAN TWENTY-ONE (21) DAYS AFTER THE DATE ON WHICH SUCH NOTICE OF TERMINATION SHALL HAVE BEEN GIVEN; AND (1) UPON THE DATE SPECIFIED IN SUCH NOTICE THIS LEASE AND THE TERM HEREOF SHALL CEASE AND EXPIRE; AND (2) ANY FIXED ANNUAL RENT AND ADDITIONAL RENT PAID FOR A PERIOD AFTER SUCH DATE OF TERMINATION SHALL BE REFUNDED TO TENANT UPON DEMAND. IF THE LEASED PREMISES ARE DAMAGED OR DESTROYED IN WHOLE OR IN PART BY FIRE OR OTHER CASUALTY AND THE TENANT(S) DO NOT WANT TO TERMINATE THE LEASE, THEN THE OBLIGATIONS OF TENANT TO PAY FIXED RENT AND TO PERFORM ALL OF THE OTHER COVENANTS AND AGREEMENTS ON THE PART OF TENANT TO BE PERFORMED PURSUANT TO THIS SHALL NOT BE DIMINISHED OR AFFECTED.

21. KEYS. THE TENANT(S) SHALL RECEIVE KEYS ON THE INCEPTION DATE OF THE LEASE AS LONG AS ALL TENANTS HAVE PAID THE FIRST MONTH OF RENT. THE KEYS ARE NOT TO BE DUPLICATED EXCEPT BY THE LANDLORD, AND IF A KEY IS LOST OR STOLEN, TENANT(S) WILL PAY ALL CHARGES INCURRED IN THE REPLACEMENT OF THE LOCKS AND THE MAKING OF NEW KEYS. CHANGING OF LOCKS BY THE TENANT(S) CONSTITUTES A BREACH OF THIS LEASE AND WILL BE TREATED AS ANY OTHER BREACH UNDER PARAGRAPH 14 OF THIS LEASE. KEY CODES ARE ONLY FOR TENANTS ON THIS LEASE, BESTBSURENTALS CAN AT ANY TIME RESCIND KEY CODE ENTRY, AND TENANT WILL INCUR A $35.00 FEE FOR KEY CODE CHANGES,

22. FEDERAL EPA LEAD-BASE PAINT DISCLOSURE IS MADE PART OF THIS LEASE. INDEMNIFICATION AND RELEASE. REGARDLESS OF WHETHER OR NOT, SEPARATE, SEVERAL, JOINT OR CONCURRENT LIABILITY MAY BE IMPOSED UPON LANDLORD, TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM AND AGAINST ALL DAMAGES, CLAIMS AND LIABILITY ARISING FROM OR CONNECTED WITH TENANT'S CONTROL OR USE OF THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO PERSON OR PROPERTY. THIS INDEMNIFICATION SHALL NOT INCLUDE ANY MATTER FOR WHICH THE LANDLORD IS EFFECTIVELY PROTECTED AGAINST BY INSURANCE. IF LANDLORD SHALL WITHOUT FAULT, BECOME A PARTY TO LITIGATION COMMENCED BY OR AGAINST TENANT, THEN TENANT SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS. THE INDEMNIFICATION PROVIDED BY THIS SECTION SHALL INCLUDE LANDLORD'S LEGAL COST AND FEES IN CONNECTION WITH ANY SUCH CLAIM, ACTION OR PROCEEDING. TENANT DOES HEREBY RELEASE LANDLORD FROM ALL LIABILITY FOR ANY ACCIDENT, DAMAGE OR INJURY CAUSED TO PERSON OR PROPERTY ON OR ABOUT THE LEASED PREMISES, WHETHER DUE TO NEGLIGENCE ON THE PART OF LANDLORD AND NOTWITHSTANDING WHETHER SUCH ACTS OR OMISSIONS BE ACTIVE OR PASSIVE. LANDLORD AND TENANT DO EACH HEREBY RELEASE THE OTHER FROM ALL LIABILITY FOR ANY ACCIDENT, DAMAGE OR INJURY CAUSED TO PERSON OR PROPERTY, PROVIDED, THIS RELEASE SHALL BE EFFECTIVE ONLY TO THE EXTENT THAT THE INJURED OR DAMAGED PARTY IS INSURED AGAINST SUCH INJURY OR DAMAGE AND ONLY IF THIS RELEASE SHALL NOT ADVERSELY AFFECT THE RIGHT OF THE INJURED OR DAMAGED PARTY TO RECOVER UNDER SUCH INSURANCE POLICY.

23. MISCELLANEOUS. TENANTS AND GUARANTORS ACKNOWLEDGE THE READING AND UNDERSTANDING OF THIS LEASE AND DO FURTHER ACKNOWLEDGE THAT THE LEASE IS INCLUSIVE OF THE RULES AND REGULATIONS, HERETO ATTACHED, AND ALL THE TERMS AND CONDITIONS AS SET FORTH IN THIS DOCUMENT.

CHECK LIST FOR VACATING HOUSE

_____DEFROST THE FREEZER AND EMPTY ICE TRAYS. CLEAN ALL FOOD STUFFS FROM THE REFRIGERATOR AND FREEZER, UNPLUG, AND LEAVE THE DOOR OPEN.

_____CLEAN STOVE, OVEN, RACKS, REFRIGERATOR, DISHWASHER, WASHER, DRYER, SINK, KITCHEN, CABINETS, CABINET SHELVING, AND FLOOR.

_____SWEEP STAIRS, BASEMENT FLOOR, PORCHES, AND COLLECT ALL TRASH FROM YARD INCLUDING CIGARETTE BUTTS.

_____CLEAN BATHROOM(S) -TUBS, SHOWER, SINKS, TOILETS, AND FLOOR.

_____CLEAN LIVING ROOM, BEDROOMS, AND DINING ROOM. THIS INCLUDES CLEANING WINDOW SILLS, WIPING DOWN ALL

WOODWORK, CLEANING LIGHT FIXTURES, CEILING FANS, VACUUMING ALL CARPETS AND HEAT REGISTERS.
_____REPLACE BURNED OUT LIGHT BULBS, EXPIRED SMOKE ALARM BATTERIES, AND REPAIR ANY BROKEN ITEMS.
_____REMOVE ALL TRASH, PLACE IN PLASTIC BAGS AND PLACE BESIDE ALLEY AT NORMAL TRASH PICK UP SITE.
_____NOTIFY THE GAS, ELECTRIC, WATER, SEWAGE, AND CABLE TV COMPANIES OF YOUR DEPARTURE AND YOUR FORWARDING ADDRESS.
_____CHANGE ADDRESS AT: HTTPS://WWW.USPS.COM/
_____CLOSE AND LOCK ALL WINDOWS AND DOORS, LEAVE BEDROOM KEYS IN BEDROOM DOORS, LEAVE HOUSE KEYS IN AN ENVELOPE WITH THE TENANT NAME IN THE DOCUMENT HOLDER BY THE FRONT DOOR. (IF BEDROOM KEY IS LOST, IT IS A $35 CHARGE.)
_____NOTIFY LANDLORD IF TENANT WANTS A MOVE OUT INSPECTION APPOINTMENT, APPOINTMENTS ARE SCHEDULED WHEN ALL TENANT(S) ITEMS ARE MOVED OUT, AND VACATING HOUSE LIST IS COMPLETE.

IT IS THE TENANTS RESPONSIBILITY TO LEAVE THE PREMISES IN A CLEAN AND GOOD CONDITION. IF THE ABOVE MENTIONED ITEMS ARE NOT TAKEN CARE OF SATISFACTORILY, A CLEANING SERVICE WILL BE ENGAGED AT A COST OF UP TO $35.00 PER HOUR (PER PERSON TO COMPLETE), PLUS COST OF REPAIR AND/OR REPLACEMENT PARTS. THIS AMOUNT WILL BE DEDUCTED FROM TENANTS SECURITY, DAMAGE, AND CLEANING DEPOSIT. ANY PERSONAL PROPERTY REMAINING IN THE UNIT AT THE END OF THE TERM SHALL BE DEEMED ABANDONED BY TENANT, AND MAY BE DISPOSED OF BY LANDLORD AS LANDLORD SEES FIT. TENANTS SHALL BE CHARGED $100.00 FOR EACH LOAD OR PARTIAL LOAD OF TRASH.

GENERAL AGREEMENT OF PARTIES:
THIS LEASE AND ANY SUBSEQUENT RENEWALS, EXTENSIONS OR MODIFICATIONS, SHALL EXTEND TO AND BE BINDING UPON THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE PARTIES. THIS PROVISION, HOWEVER, SHALL NOT BE CONSTRUED TO PERMIT THE ASSIGNMENT OF THE LEASE EXCEPT AS MAY BE PERMITTED HEREBY. WHEN APPLICABLE, USE OF THE SINGULAR FROM OF ANY WORD SHALL MEAN OR APPLY TO THE PLURAL AND THE NEUTER FORM SHALL MEAN OR APPLY TO THE FEMININE OR MASCULINE. THE CAPTIONS AND ARTICLE NUMBERS APPEARING IN THIS LEASE ARE INSERTED ONLY AS A MATTER OF CONVENIENCE AND ARE NOT INTENDED TO DEFINE, LIMIT, CONSTRUE OR DESCRIBE THE SCOPE OF INTENT OF SUCH PROVISIONS. NO WAIVER BY LANDLORD OF ANY DEFAULT BY TENANT SHALL BE EFFECTIVE UNLESS IN WRITING, NOR OPERATE AS A WAIVER OF ANY OTHER DEFAULT OR OF THE SAME DEFAULT ON A FUTURE OCCASION. LANDLORD'S ACCEPTANCE OF RENT SHALL NOT BE DEEMED A WAIVER AS TO ANY PROCEEDING DEFAULT. ANY NOTICES TO BE GIVEN HEREUNDER SHALL BE IN THE UNITED STATES MAIL BY CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID.

THE PARTIES AGREE THAT ALL NEGOTIATIONS ARE MERGED INTO THIS DOCUMENT AND THAT THERE ARE NO ADDITIONAL TERMS OR CONDITIONS NOT COVERED IN THIS AGREEMENT. ANY AND ALL MODIFICATIONS TO THIS AGREEMENT SHALL BE EXECUTED IN WRITING. GUARANTOR ACKNOWLEDGES THAT THE TENANT MAY EXTEND THE TERMS OF THIS LEASE AGREEMENT BY EXECUTING AN ADDENDUM PROVIDED BY LANDLORD, AND THAT GUARANTOR SHALL REMAIN FULLY OBLIGATED HEREUNDER. THE ELECTION BY THE LANDLORD OF ONE PARTICULAR REMEDY DOES NOT PROHIBIT THE LANDLORD FROM SEEKING ANY AND ALL OTHER REMEDIES.

THIS IS A BINDING AGREEMENT AND YOUR SIGNATURE BINDS YOU TO ITS TERMS IMMEDIATELY UPON SIGNING. BOTH TENANT AND GUARANTOR ARE JOINTLY LIABLE FOR ALL RENTS, DEPOSITS, DAMAGES AND OTHER OBLIGATIONS UNDER THIS LEASE. GUARANTOR UNCONDITIONALLY AND ABSOLUTELY GUARANTEES THE FULL AND PROMPT PAYMENT AND PERFORMANCE WHEN DUE OF ALL OF THE OBLIGATIONS OF TENANT UNDER THE LEASE. THE LIABILITY OF EACH PERSON SIGNING THIS GUARANTY AS GUARANTOR IS JOINT AND SEVERAL WITH THE LIABILITY OF EACH OTHER PERSON SIGNING THIS GUARANTY AND WITH THE LIABILITY OF TENANT, AND EACH GUARANTOR IS LIABLE FOR THE FULL AMOUNT OF THE OBLIGATIONS. IT IS UNDERSTOOD THAT THIS LEASE AGREEMENT MAY BE EXECUTED IN COUNTER PARTS, EACH OF WHICH ARE DEEMED AN ORIGINAL. A FACSIMILE SIGNATURE SHALL BE CONSIDERED AN ORIGINAL SIGNATURE, AS DOES A SCANNED/EMAILED SIGNATURE. I UNDERSTAND THAT MY SIGNATURE AUTHORIZES THE LANDLORD TO CONDUCT A BACKGROUND AND CREDIT CHECK AT HIS DISCRETION.

TENANT SECTION (PLEASE PRINT)
FIRST _____MI____LAST_____
SOC SEC # _____
DOB _____
CELL PHONE (____)_____
HOME ADDRESS _____
CITY _____
STATE _____
ZIP _____
E-MAIL ADDRESS _____
TENANT SIGNATURE _____DATE_____
LANDLORD SIGNATURE BestBSUrentals DATE_____

PARENT/GUARANTOR SECTION
FIRST _____MI____LAST_____
SOC SEC # _____
DOB_____
CELL PHONE (____)_____
HOME ADDRESS _____
CITY _____
STATE _____
ZIP _____
E-MAIL ADDRESS _____
GUARANTOR SIGNATURE _____DATE_____
LANDLORD SIGNATURE BestBSUrentals DATE_____

THIS PAGE CAN BE FAXED TO US AT 317 713 1193, OR SCANNED AND E-MAILED TO US AT BESTBSURENTALS@YAHOO.COM.
GUARANTOR ACKNOWLEDGES THE READING AND UNDERSTANDING OF THIS LEASE AGREEMENT AND DOES FURTHER ACKNOWLEDGE THAT THE LEASE IS INCLUSIVE OF THE RULES AND REGULATIONS, HERETO ATTACHED, AND ALL THE TERMS AND CONDITIONS AS SET FORTH IN THIS DOCUMENT. EACH OF THE LESSEES FURTHER REPRESENTS THAT THEY ARE EIGHTEEN (18) YEARS OF AGE OR OLDER.

BESTBSU RENTALS

RULES AND REGULATIONS

EACH TENANT SHALL:

1. KEEP THE PREMISES IN A CLEAN AND SANITARY CONDITION. USE SAFE CLEANING SUBSTANCES ON WOOD OR LAMINATE FLOORING. USE CAUTION WHEN MOVING ANYTHING ON VINYL & WOOD FLOORING.
2. PROPERLY DISPOSE OF RUBBISH, GARBAGE, AND WASTE IN A CLEAN AND SANITARY MANNER AT REASONABLE AND REGULAR INTERVALS. ASSUME ALL COSTS OF EXTERMINATION AND FUMIGATION FOR INFESTATION CAUSED BY TENANT(S).
3. TENANT(S) MUST PAY FOR ALL DAMAGE CAUSED BY WIND OR RAIN, RESULTING FROM A WINDOW, DOOR OR STORM DOOR LEFT OPEN. REPAIR OR REPLACEMENT OF THE DAMAGED ITEMS WILL BE AT THE LANDLORDS DISCRETION.
4. REPLACE ALL EXPIRED SMOKE ALARM BATTERIES, LIGHT BULBS AND BROKEN GLASS AT THE EXPENSE OF THE TENANT(S).
5. NOT INTENTIONALLY OR NEGLIGENTLY DESTROY, DEFACE, DAMAGE, IMPAIR, OR REMOVE ANY PART OF THE PREMISES, THEIR APPURTENANCES, FACILITIES, EQUIPMENT, APPLIANCES, OR FIXTURES, NOR SHALL SAID TENANT(S) PERMIT ANY MEMBER OF HIS FAMILY, INVITEES, LICENSEE OR OTHER PERSON ACTING UNDER HIS CONTROL TO DO SO.
6. NOT PERMIT A NUISANCE OR COMMON WASTE. REMOVE MUSIC EQUIPMENT IF LANDLORD REQUESTS.
7. NOT ALLOW PETS TO BE KEPT ON THE PROPERTY. IF FOR ANY REASON A PET IS DISCOVERED IN OR ON THE LEASED PREMISES, THERE WILL BE AN AUTOMATIC CLEANING CHARGE FOR FLOORING, A $500.00 FEE PER PET, AND A SECOND DAMAGE DEPOSIT DUE IMMEDIATELY. PERMITTING A PET ON THE PROPERTY SHALL BE CONSIDERED A MATERIAL BREACH OF THE LEASE AND AUTOMATIC EVICTION MAY RESULT.
8. NOT PERMIT LOUD NOISE, SOCIAL GATHERINGS, OR MUSIC THAT DISTURBS NEIGHBORS. COMPLAINTS FROM NEIGHBORS OR POLICE REGARDING THE SAME SHALL BE CONSIDERED A MATERIAL BREACH OF THIS LEASE.
9. NOT PERMIT BEER KEGS ON OR ABOUT THE PREMISES. TENANT AGREES TO PAY LANDLORD $500.00 PER VIOLATION PAYABLE IMMEDIATELY.
10. PRIOR TO VACATING PREMISES, COMPLETE ALL ITEMS IN THE CHECK LIST FOR VACATING HOUSE. (PAGE 3 & 4 ATTACHED.) THE TENANTS, IMMEDIATELY UPON DEMAND FROM THE LANDLORD, MUST PAY FOR ANY DAMAGES CAUSED TO THE PROPERTY BY TENANTS. FAILURE TO PAY FOR SUCH DAMAGES WILL BE CONSIDERED A DEFAULT OF THE LEASE, AS DESCRIBED IN PARAGRAPH 14 OF THE LEASE AGREEMENT.
11. NOT DISPOSE GREASE OR SOLID NON-BIODEGRADABLE WASTE THROUGH SINK DRAINS OR TOILETS. ALL GREASE SHOULD BE DISPOSED OF WITH REFUSE IN THE PROPER CONTAINERS. FLUSHING OF SANITARY PRODUCTS (TAMPONS, PADS, ETC.) OR ANY OTHER SUBSTANCE OTHER THAN HUMAN WASTE OR TOILET PAPER IS FORBIDDEN. THE TENANT(S) IS RESPONSIBLE FOR ALL DAMAGE AND COSTS RELATED FROM FAILURE TO COMPLY WITH THIS RULE.
12. BE RESPONSIBLE FOR ANY MISUSE OF, OR DAMAGE/DESTRUCTION TO THE PREMISES, APPLIANCES, OR FIXTURES DUE TO NEGLIGENCE ON TENANT(S) PART WILL BE REPAIRED OR REPLACED AND THE COST CHARGED TO TENANT(S).
13. NOT USE NAILS, PUSH PINS, COMMAND HOOKS, TAPE, OR GLUE ON THE WALLS TO HANG PICTURES, ETC. A CHARGE OF $10.00 PER NAIL, PIECE OF TAPE OR SPOT OF GLUE WILL BE ASSESSED TO TENANT(S) FOR THE REMOVAL BY LANDLORD.
14. NOT HAVE FURNITURE IN THE YARD OR THE PORCH WHICH ARE NOT DESIGNED FOR THAT PURPOSE.
15. WILL REGULARLY KEEP YARD FREE OF TRASH AND DEBRIS. THIS INCLUDES, BUT IS NOT LIMITED TO, CIGARETTE BUTTS, CANS, BOTTLES, TRASH OR DEBRIS. IF NECESSARY, LANDLORD WILL REMOVE SAID DEBRIS AT A CHARGE OF $100.00 PER HOUR TO TENANTS.
16. WILL KEEP SIDEWALKS AND PARKING AREAS CLEAR OF SNOW AND ICE.
17. NOT PERMIT ANYONE WHOSE NAME IS NOT ON THE LEASE TO LIVE ON THE PROPERTY. TENANT AGREES TO FORFEIT DEPOSIT THIS VIOLATION IS FOUND, AND A SECOND DEPOSIT IS DUE IMMEDIATELY.
18. NO SMOKING IN THE PREMISES INCLUSIVE OF HOOKAHS & BONGS. IF A HOOKAH OR BONG IS FOUND, A $500 FINE IS PAYABLE IMMEDIATELY; ANY CLEANING, INCLUSIVE OF OZONE TREATMENTS PER ROOM REQUIRED OR REPAIRS NEEDED AS A RESULT OF SMOKING WILL BE CHARGED TO THE TENANT(S) IN FULL.
19. A FINE OF $500 IS PAYABLE IMMEDIATELY FOR HOSTING OR PERMITTING A PARTY AT THE LEASED PREMISES.
20. KEEP ALL DOORS AND WINDOWS LOCKED UPON TENANT(S) LEAVING THE PREMISES. THE LANDLORD IS NOT RESPONSIBLE FOR THEFT OF ANY ITEM.
21. NOT PERMIT OUTDOOR GRILLS TO BE USED ON PORCHES, OR WITHIN 5 FEET OF THE HOUSE. FIRE PITS ARE NOT PERMITTED.
22. NOT UNPLUG OR TURN OFF DEHUMIDIFIERS IN BASEMENTS, A $50 PER VIOLATION IS PAYABLE TO LANDLORD IMMEDIATELY.
23. NOT PARK AUTOMOBILES IN THE YARD. AUTOMOBILES SHALL BE TOWED AWAY AT OWNER EXPENSE.
24. NOT BE PERMITTED ON THE ROOF OF PROPERTY FOR ANY REASON. IF ANY OF THE TENANTS ARE FOUND ON THE ROOF, ALL TENANTS CAN BE HELD LIABLE FOR THE ROOF, AND IMMEDIATE EVICTION.
25. PARKING SPACES ARE PROVIDED FOR TENANTS' USE ONLY. EACH TENANT SHALL HAVE NO MORE THAN ONE (1) PARKING SPACE. PARKING OF RACE CARS, JUNK CARS, BOATS, OR STORAGE OF ANY VEHICLE THAT IS NOT OPERABLE IS PROHIBITED. IF A CITY OF MUNCIE PASS IS ISSUED TO THE PROPERTY AND IS LOST BY THE TENANT, A $40 FEE WILL BE ISSUED. STICKERS ARE TO BE PLACED ON THE LEFT REAR BUMPER.
26. NOT PERMIT A SATELLITE DISH TO BE ATTACHED TO THE HOUSE IN ANY MANNER.
27. NOT PERMIT TRAMPOLINES OR HOVERBOARDS ON THE PROPERTY.
28. IF UTILIZED, RELOCATE PLASTIC POOLS EVERY 48 HOURS IN ORDER TO PREVENT DAMAGE TO LAWN.
29. NOT PERMIT BEER PONG TABLES IN THE PROPERTY. IF A BEER PONG TABLE IS FOUND A $200.00 FINE PER VIOLATION IS PAYABLE TO LANDLORD IMMEDIATELY.
30. NOT FACILITATE SHOWINGS ON BEHALF OF BESTBSURENTALS TO PROSPECTIVE OR FUTURE TENANTS THAT BESTBSURENTALS SCHEDULED A SHOWING APPOINTMENT WITH.

IN CASE OF AN EMERGENCY, CONTACT THE PROPER LOCAL AUTHORITIES AND THE LANDLORD.

I, AS TENANT, HAVE READ AND UNDERSTAND THE ABOVE RULES AND REGULATIONS AND AGREE TO ABIDE BY ALL.

_____ _____

(TENANT SIGNATURE) (DATE)

UNIVERSITY AREA LANDLORD ASSOCIATION (U.A.L.A.)
RULES & REGULATIONS

TENANTS SHALL:

- KEEP THE PREMISES IN A CLEAN AND SANITARY CONDITION AT ALL TIMES.
- PROPERLY DISPOSE OF RUBBISH, GARBAGE, AND WASTE IN A CLEAN AND SANITARY MANNER AT REASONABLE AND REGULAR INTERVALS. AT TIMES WHEN CITY-PROVIDED CONTAINERS ARE FULL, ADDITIONAL GARBAGE SHALL BE PROPERLY PLACED IN CLOSED, PLASTIC GARBAGE BAGS FOR CITY SANITARY EMPLOYEES TO COLLECT AND DISPOSE OF.
- KEEP TRASH TOTES IN DESIGNATED AREA PER LANDLORD RECOMMENDATION/POLICY.
- REGULARLY KEEP YARDS, PARKING LOTS, SIDEWALKS, AND PORCHES FREE OF TRASH AND DEBRIS.
- NOT HAVE FURNITURE IN THE YARD OR ON PORCHES WHICH IS NOT DESIGNED FOR THAT PURPOSE.
- KEEP SIDEWALKS CLEAN OF SNOW AND ICE.
- NOT PERMIT LOUD NOISE, SOCIAL GATHERINGS, OR MUSIC THAT DISTURBS NEIGHBORS.
- NOT HOST PARTIES, NO EXCEPTIONS. LANDLORD RESERVES THE RIGHT TO CHARGE A FINE OF $500 PER VIOLATION, DUE AND PAYABLE IMMEDIATELY. ANY NOISE OR COMMON NUISANCE VIOLATION WILL BE CONSIDERED A BREACH OF THIS LEASE, AND MAY RESULT IN EVICTION.
- NOT PARK AUTOMOBILES, MOTORCYCLES, OR ANY MOTOR VEHICLE IN THE YARD. SUCH VEHICLES SHALL BE TOWED AWAY AT VEHICLE OWNER'S EXPENSE.
- PARK NO MORE THAN ONE VEHICLE PER TENANT AT THE PREMISES.
- NOT PERMIT THE PARKING OF BOATS, CAMPERS, OR TRAILERS AT THE PREMISES.
- ENSURE THAT EACH VEHICLE PARKED ON THE PREMISES IS PROPERLY AND ENTIRELY PARKED CLEAR OF THE STREET AREA.
- KEEP LANDLORD ADVISED OF ANY CHANGE IN TENANT CELL PHONE NUMBERS, E-MAIL ADDRESSES OR HOME ADDRESS.
- PROPERLY USE ALL ELECTRIC, GAS, HEATING, PLUMBING, AND OTHER FIXTURES AND APPLIANCES.
- NOT DISPOSE OF GREASE OR SOLID NON-BIODEGRADABLE WASTE THROUGH THE SINK OR TOILETS.
- NOT INTENTIONALLY OR NEGLIGENTLY DESTROY, DEFACE, DAMAGE IMPAIR, OR REMOVE ANY PART OF THE PREMISES, THEIR APPURTENANCES, FACILITIES, EQUIPMENT, APPLIANCES, OR FIXTURES NOR SHALL SAID TENANT(S) PERMIT ANY MEMBER OF HIS/HER FAMILY, INVITEES, LICENSEE OR OTHER PERSON ACTING UNDER HIS CONTROL TO DO SO.
- REPLACE ALL EXPIRED LIGHT BULBS AND BROKEN GLASS AT THE EXPENSE OF THE TENANT(S).
- NOT REMOVE SMOKE ALARM BATTERIES FOR ANY REASON EXCEPT TO REPLACE WITH NEW BATTERIES.
- DURING HEATING SEASON WHEN TEMPERATURES DROP BELOW FREEZING, TENANT(S) SHALL NOT TURN OFF FURNACE OR LOWER THERMOSTAT BELOW 55 DEGREES. SUCH CONDITIONS MAY REQUIRE TENANT(S) TO MAINTAIN A SMALL STREAM OF WATER FROM ALL FAUCETS LOCATED ON THE INTERIOR OF OUTSIDE WALLS OF THE PROPERTY. TENANT(S) WILL BE HELD FINANCIALLY RESPONSIBLE FOR ANY AND ALL DAMAGE. THIS INCLUDES DAMAGE FROM PIPES THAT BECOME FROZEN DUE TO LITTLE OR NO HEAT.
- NOT PERMIT ANYONE WHOSE NAME IS NOT ON THE LEASE TO LIVE IN THE PROPERTY.
- NOT PERMIT OUTDOOR GRILLS TO BE USED ON COVERED PORCHES, DECKS, OR WITHIN 5 FEET OF THE HOUSE.
- NOT BE PERMITTED ON THE ROOF OF THE PROPERTY FOR ANY REASON.
- NOT STORE GASOLINE OR OTHER FLAMMABLE ITEMS ON THE PREMISES, UNLESS OTHERWISE SPECIFIED BY LANDLORD.
- NOT PERMIT ANY ILLEGAL ACTIVITY ON THE PREMISES.
- NOT PERMIT FIREARMS ON THE PREMISES.

LANDLORD SHALL:

- PROVIDE TENANT WITH A CLEAN, SAFE, AND WELL-KEPT PROPERTY UPON THE COMMENCEMENT OF THIS LEASE.
- RESPOND TO ANY PHONE CALL RECEIVED FROM TENANT(S) REGARDING HOUSING PROBLEMS WITHIN 24 HOURS, AND SOONER IN THE CASE OF AN EMERGENCY.
- MAKE NECESSARY REPAIRS WITHIN A REASONABLE AND APPROPRIATE AMOUNT OF TIME.
- PROVIDE TO TENANT(S) AN ESTIMATED TIME FRAME FOR THE COMPLETION OF REPAIRS, AND LANDLORD SHALL COMMUNICATE WHAT RESPONSIBILITY TENANT(S) WILL HAVE IN ORDER FOR WORK TO BE COMPLETED.
- PROVIDE REASONABLE NOTICE PRIOR TO SHOWING PROPERTY TO PROSPECTIVE TENANTS. IT IS UNACCEPTABLE FOR LANDLORD TO SHOW UP WITHOUT REASONABLE NOTICE TO TENANTS.

IF AT ANY TIME TENANT(S) DOES NOT RECEIVE APPROPRIATE FOLLOW-UP REGARDING HOUSING MAINTENANCE, HE/SHE IS ENCOURAGED TO REPORT THE INCIDENT TO THE U.A.L.A. AT UALAONLINE.ORG.

PROPERTY ADDRESS: _____

_____	_____	BestBSUrentals	_____
TENANT SIGNATURE	DATE	LANDLORD SIGNATURE	DATE
_____		317-713-1193	
TENANT PHONE NUMBER		LANDLORD PHONE	

INITIALS _____