



LEASE AGREEMENT for 2018-2019

PO Box 1288
Bloomington IN 47402
Phone: 812.332.2311
Fax: 812.334.9110
www.fierstrentals.com

RENTAL ADDRESS: _____

1. **DISCLOSURE:** Fierst Rentals, LLC, manages this property as agent and representative of the owner of the property.

2. **PARTIES & LEASE TERM:** Fierst Rentals, LLC, ("Landlord"), and (print names) as ("Resident"):

enter into this lease ("Lease") for property located at _____ (rental address), Bloomington, Indiana, ("Residence") for the term beginning at the time of the move-in inspection on **August 17th, 2018**, and terminating at **1:00 pm, August 5th, 2019**, ("Termination Date") upon the terms and subject to the conditions set forth in this Lease. All persons living in the Premises for three (3) or more consecutive days must sign this Lease as Residents. Resident will provide Landlord with a current telephone or cellular phone number and email address throughout the duration of Lease.

3. **JOINT & SEVERAL LIABILITY:** ALL RESIDENTS AND GUARANTORS SIGNING THIS LEASE are jointly and severally liable for any breach of this Lease, meaning that each Resident or Guarantor is held responsible for the acts or omissions of other Residents signing this Lease, their guests, or any other persons on or near the Residence as a result of Resident's occupancy.

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4. RENTS:

(A) RENT: The rent for the term of this Lease is \$ _____

(B) INSTALLMENTS: September through May Rent is to be paid in advance in equal monthly installments of \$ (_____), without deduction or demand and must be received by Landlord on or before the first day of the month, either via US Mail, first-class postage pre-paid, addressed to PO Box 1288, Bloomington, IN 47402, or at the Landlord's designated drop-off location.

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(C) AUGUST & SUMMER INSTALLMENTS:

Rent for the months of August 2018 and 2019 (combined \$ _____), June 2019 \$ _____, and July 2019 \$ _____, totaling \$ _____, shall be paid in advance no later than August 1, 2018. The remaining monthly installments shall be paid monthly as specified in paragraph (B), beginning the first day of **September 2018** and continuing in equal monthly installments through and including the first day of **May 2019** at which time the rent obligation should be paid in full, provided all scheduled payments have been made timely and in full. Occupancy of Residence will not occur if the August 2018 & 2019, June 2019, and July 2019 rent installment payment is not paid in full by the deadline stated above. All payment arrangements must be agreed to by Landlord prior to the above deadline, and in writing.

(D) **HOLDOVER RENTS:** In the event Resident remains in the Residence after the expiration of the term or any renewal thereof without having executed a new written Lease or Lease extension, such holding over will not constitute a renewal or extension of this Lease. Landlord, at its option, may elect to treat Resident as one who has not removed at the end of the term, and be entitled to all remedies against Resident provided by law in that situation; or Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease. Failure to vacate the Residence by the expiration of the lease term will result in a holdover charge of 250% of the normal rent. Holdover tenancy constitutes a breach of this lease and all other leases between Resident and Landlord. Resident must remove all personal belongings from the Residence before Resident is considered to have vacated the Residence.



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5. **DELINQUENT RENT, LATE FEES, AND BAD CHECKS:** Time is of the essence of this Lease. Landlord’s ability to provide service to Resident rests in large part on receiving monthly rental income promptly. If Resident’s monthly rent installment is not received on or before the close of business on the date due, a late fee of \$2.00 per day will be imposed for each day after the first of the month, until rent is paid in full. Partial payments or a returned check is considered nonpayment of rent. There will be a \$30.00 charge for a returned check in addition to the late fees. Charges for fees or fines to Resident’s account balance are due and payable within thirty (30) days of the charge. Any charges not paid within 30 days will be subject to late fees. All payments made by Resident shall be applied to the outstanding charges according to the date of accrual, with the oldest outstanding charges paid first.

6. **LANDLORD WILL PROVIDE THE FOLLOWING SERVICE:**

(“YES” indicates that the Landlord will provide.)

All lawn service _____

Common area cleaning service _____

7. **UTILITIES:** Resident will pay all utilities unless initialed in Lease. “YES” indicates that the Landlord is responsible to pay or provide.

Landlord will pay for the following utilities:

Water _____

Gas _____

Heat _____

Electric _____

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_____	_____
_____	_____
_____	_____
_____	_____

If utilities are included in the monthly rent installment, Resident will pay \$15 for August 2018, \$35 for September 2018, \$15 for October 2018, \$15 for April 2019, \$35 for May 2019, \$35 for June 2019, \$35 for July 2019, \$15 for August 2019 per air conditioner installed by Resident in Residence where Landlord pays utilities. Resident will pay for any damage to Residence caused by improper installation of air conditioner.



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Resident is responsible for “turning on” and placing utility accounts into their name starting on the start date of the Lease. Resident is responsible for keeping all utility accounts active for the duration of the Lease. If utility service is discontinued during the Lease term, Landlord may “turn utilities on” and charge Resident accordingly. The utilities may not be turned off at any time during the Lease term.

Resident will use all utilities in a reasonable manner related to residential use and failure to do so will result in additional rent charges or Lease termination. Resident will maintain the Residence temperature at or above sixty (60) degrees Fahrenheit during winter months to prevent frozen water pipes. Resident is responsible for damage caused by failure to maintain appropriate temperature. In basement apartments, Resident may not turn off the utilities at any time. During the warm months, the apartment cannot be left vacant without the air conditioning running. If the Residence is found vacant without the air conditioning on or utilities on, the Landlord will have the utilities turned on and charge the Resident accordingly.

Landlord may use the utilities and facilities in Residence for any activity or use ordinarily necessary within the scope of Landlord’s rental business, including but not limited to: adding improvements; performing maintenance; doing repair work; storage of furnishings, tools, and equipment; and renting rooms—so long as same does not require Resident to vacate his sleeping room or unreasonably interfere with his use of other facilities. Landlord will provide notice as outlined in Lease.

Resident will not use or install a window air conditioning unit in a residence that has central air conditioning. If a window unit is found, Landlord will remove the unit at the cost of the Resident.

Resident will not adjust or tamper with the thermostat for the furnace or air conditioner (if provided) in Residence where Landlord pays utilities. Landlord will adjust the thermostat.

Resident will not allow windows or outside doors to remain open while furnace or air conditioner is operating. If outside windows or doors are observed open by Landlord while furnace or air conditioner is operating, Resident will receive a notice from Landlord via email to close windows or doors within the next 24 hours. Otherwise, Landlord will close windows or doors at a rate of \$10 per door and window with a minimum charge of \$20.00.



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8. **TELEPHONE:** Landlord will provide one phone line and one phone jack to one location in the Residence. Landlord does not guarantee phone jacks or cable jacks in every bedroom. Any additional lines will be at the cost of the Resident with prior approval from Landlord and must be worked out with the phone/cable company at the Resident's own time and cost. Resident will be responsible for all monthly operating costs. If additional lines are added by Resident, Resident agrees to pay to return phone lines of Residence to a single line at the termination of the Lease.

Landlord is not responsible for the strength of the broadband and other cable signals.

9. **ACCEPTANCE OF PREMISES, NO ALTERATIONS:** Resident has inspected the Residence and accepts it as satisfactory in its present condition. Resident will not cause or permit any alterations to the Residence without first obtaining the written consent of the Landlord. In the event that Resident occupied the Residence prior to the start of the Lease term, Resident is deemed to have accepted the Residence in an "as is" condition at the commencement of the Lease term.

Resident will not place nails or staples in any wood moldings, trim, fascia, roof, shingles or gutter of Residence. Residence will not post signs, lights, placards, or any objects on the exterior Residence or property without permission from Landlord. Resident will not staple, nail, or in any way adhere Holiday lights into the roof, gutters, wood services such as molding, fascia, etc. Resident will be responsible for the cost of the repair to the Residence if damaged due to nails or staples. Resident will not install, place, or attach radio or television wires, serials or connections or satellite dishes to Residence without prior consent of Landlord.

Resident will use masking tape, **small** tacks, or **small** nails to hang items on walls of Residence. Resident will not use large nails or adhesive tape to hang items on walls of Residence. Resident will pay for the repair and repainting of any surface where nails, tacks, or adhesive tape was used.



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10. **USE OF PROPERTY:** Resident will personally use and occupy the Residence solely as a private dwelling for those people indicated on this Lease. Resident will not use Residence and/or common areas for any commercial purpose. The number of occupants of Residence will not exceed the number of Residents signing this Lease. The failure of any person occupying Residence to sign this Lease is deemed a breach of the Lease by those who have signed. Only Residents are permitted to reside at Residence. Occasional overnight guests may be excepted, but all persons living in the Residence for three (3) or more consecutive days must sign this Lease as Residents.

Residence will be used in such a manner as to comply with all local, state, and federal laws and regulations. Resident agrees not to use Residence or permit Residence to be used for any disorderly or unlawful purpose or in any manner offensive to any other occupant of the building or to any neighbors.

11. **INTERIOR UPKEEP AND CLEANING:** Resident will maintain Residence in good repair and in a clean and sanitary condition, free of dirt, debris, vermin, etc., during the entire Lease term. This includes areas such as bedrooms, bathrooms, porches, and common areas. Resident will keep Residence clean and free of debris during extended Indiana University breaks. If Residence is left with debris, garbage, dirty dishes, etc., in excess of three weeks, Landlord will have Residence cleaned and cost will be charged against the Deposit.

Resident will prevent water leaks by keeping shower curtains closed while bathtub and/or shower is in use; will avoid water on the floor; and will not flush sanitary tissue products, gum wrappers, Kleenex, cigarette butts, paper towels, or other such items.

Resident is responsible for keeping drainage lines free and clear of clogs and other damage. Resident will keep garbage disposal, sinks, toilets, bathtubs, and showers free from clogs. Resident is responsible for the cost associated with reopening drainage lines and other damages associated with clogs during duration of the Lease.



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12. **HISTORIC NATURE OF THE PROPERTY:** Resident acknowledges that this property is historic and contains many unique features. Resident acknowledges that any damage to these unique features will require particular (and expensive) expertise to restore to its previous condition. By way of example and not as an exclusive list, plaster walls, wood spindles, antique doors, wood stairways, and original windows require a specifically skilled workman for repairs or replacements. Resident acknowledges this requirement of skill and expertise and agrees that if any damage to the historic features of the property occurs during Resident's occupancy, that Resident will fully reimburse Landlord for the expense of repair or restoration of the historic feature in its historic manner. Resident specifically agrees that the cost of repair and restoration to the condition in which Resident received the Residence is the measure of damages for which Resident will be responsible. Resident acknowledges that these historic features are part of the charm and value of this Residence. Resident also agrees not to attempt to undertake any repairs or restoration as such could further damage the historic features.

12. **EXTERIOR UPKEEP AND LANDSCAPING:** Resident will keep the porch and yard free of debris, cigarette butts, bottles, yard games, etc. Email notice will be sent to Resident if Landlord deems exterior property a possible sanitation or health risk or in violation of City ordinances. Resident will have 24 hours from the emailed notice to clean up specified area. If area is not cleaned to Landlord's approval, Resident agrees to reimburse Landlord for cleanup at the rate of \$60.00 per hour with a minimum charge of \$30.00.

Resident will not have furniture on front porch of Residence except for exterior lawn furniture. Resident will follow all local, state, and federal laws, including fire codes, regarding exterior use of property.

13. **INSPECTIONS/ACCESS TO PREMISES:** Resident will allow access to the Residence by Landlord or its agents, during reasonable hours, for the purpose of inspecting and protecting same, to show the Residence to prospective buyers or renters, to make such repairs, additions, or alterations as may be deemed necessary, including pest control (if applicable) and furnace filters. Landlord will provide notice to enter Residence via email. For routine maintenance and inspections, Landlord will provide twenty-four (24) hour notice via email. Interior repairs and regular maintenance work will occur between 8:00AM to 5:00PM, Monday through Friday, unless an emergency exists. During Landlord's Leasing season,



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Landlord will provide general notice in advance with one hour's specific notice via email. Landlord may show Residence to prospective Residents between the hours of 8:00 AM to 7:00 PM. Maintenance requests submitted by Resident are considered approval for Landlord to enter Residence. No notice will be given by Landlord for landscaping work. In the event Landlord reasonably believes that an emergency exists, Landlord may enter the Residence with no advance notice. Emergency entry may occur outside regular maintenance hours. Landlord will provide general notice via email during scheduled Indiana University breaks when performing routine maintenance and general repairs.

14. **ALL MAINTENANCE REQUESTS** are to be submitted to _____ via phone or text at _____.

15. **IMPERMISSABLE ACTIVITIES:** Resident will refrain from gambling, illegal use or illegal possession of drugs, intoxication, illegal consumption of alcoholic beverages, providing alcoholic beverages to underage persons, illegal activity, or the use or possession of firearms or fireworks on the Residence. A violation of this provision is a breach of the Lease. Resident will pay all damages and costs incurred by the Landlord due to any violation of this provision.

16. **GUESTS & VISITORS:** Visitors will be permitted at reasonable times and are subject to rules in this Lease. Resident will not have more than two unrelated guests per Resident at any time. A loud "party" atmosphere is not allowed. Resident is responsible for all damage to property caused by guests. Resident will be responsible for damages or undue wear and tear placed on the Residence due to large gatherings.

17. **NOISE, REMOVAL FOR UNREASONABLE CONDUCT:** Resident will refrain from acts or practices that disturb their neighbors, including noise which can be heard beyond the walls of the Residence. Violation of this provision is a breach of the Lease, and Landlord may exercise all remedies available to it under the Lease and/or Indiana Law, up to and including eviction.



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18. **TRASH:** Resident will place all garbage and trash in containers provided. Trash must be placed completely in the containers so that the lids will close completely. Resident will abide by the City of Bloomington's Trash Ordinances and is responsible for all fines assessed by the City of Bloomington ("City"). Resident will purchase the necessary trash stickers and will remove trash on a weekly basis.

Resident will not store bags of trash in Residence between weekly trash pick-ups. Resident will place trash bags in outside containers. Resident is responsible for purchase of additional cans if use requires more than two trash containers. If trash is not removed in a timely manner, Landlord will remove the trash at the cost of \$50.00 per bag with a minimum charge of \$50.00.

19. **RODENTS, VERMIN, PESTS:** Resident is responsible for any costs associated with removal of rodents, vermin, or pest control after thirty days of occupancy. Resident must notify Landlord via email within the first thirty days of occupancy of rodent, vermin or pest control problem. Resident will be responsible for any costs associated with pest control within the first thirty days of occupancy if it is determined that the cause of the pests is directly related to Resident's occupancy.

20. **SUMMER ABSENCES:** If Resident decides not to live in the Residence during the summer break, the Resident shall not leave the Residence in an "abandoned" type state. The Resident must remove all perishable food items, dirty dishes, trash, etc., prior to leaving the Residence vacated for periods of time exceeding twenty-one (21) days. If such items are found, the Landlord will remove the items from the Residence at Resident's expense.

21. **MISCELLANEOUS PROHIBITIONS:** Residents are not allowed on the roof or porch roof at any time. Any damaged caused to roof due to Resident's use will be the responsibility of the Resident.

Resident will not have waterbeds, water chairs, and similar water storing furniture in Residence without prior written consent of the Landlord. Resident shall post "a waterbed deposit" of \$200.00, if such furniture is permitted. Hot tubs are not allowed.



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Resident will not have kegs at the Residence at any time. Residents will be charged \$50.00 per keg for each day a keg is observed at the Residence. Additionally, Landlord may seek any and all remedies available under the Lease and /or Indiana Law for breach of the lease, up to and including eviction. Resident is responsible for any damaged caused by having a keg in the Residence.

Resident will **not** build or place a bar in the Residence, the exterior of the Residence, and/or the surrounding property. Any bars found in Residence will be removed and the Resident will be charged an hourly rate of \$50.00 per hour with a minimum charge of \$50.00 for removal of bar.

22. **PETS:** Pets or animals are not allowed at any time at Residence. Resident will be charged \$50.00 per time an animal is observed at the residence. Additionally, Landlord may seek any and all remedies available under the Lease and /or Indiana Law for breach of the lease, up to and including eviction. Resident will be responsible for any legal and administrative costs associated with removing the animal or pet from the Residence, including professional allergen removal or cleaning.
23. **KEYS & LOCKS:** Resident is responsible for lockouts. Resident will not install or change locks. Landlord will deduct from security deposit \$20 per key for every key not returned to Landlord on or before the Termination Date of Lease. Landlord does not guarantee the presence and/or functionality of locks on bedroom doors. It is the Landlord's discretion to add additional locks and may be at the cost of Resident. Acceptance of a key to the Residence from Resident is **not** an acceptance by Landlord of surrender of the Residence by Resident vacating the property in violation of the Lease.
24. **FIRE, OTHER HAZARDS AND DESTRUCTION OF RESIDENCE:** Resident will not permit or do any hazardous act that might cause fire. If the Residence becomes uninhabitable by reason of fire or other hazard not caused by negligence of Resident, Resident's invitee, or other person on or near the Residence due to Resident's occupancy, the rent due pursuant to this Lease will be suspended unless the Residence is restored to a habitable condition within sixty (60) days. Rent will not be suspended if Landlord is able to offer and if Resident accepts temporary accommodations. Landlord is not obligated to rebuild or restore the Residence. In the event Landlord does not rebuild or restore, this lease shall terminate, and rent paid in advance will be prorated up to the date of destruction of the Residence.



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25. **LANDLORD'S NON-LIABILITY:** Landlord is not liable for injury, damage, or loss, however caused, to any property or person on Residence. This includes, but is not limited to, damage to possessions, liability, or extra living expenses in the event of forced evacuation of the leased premises caused by natural disaster, fire, theft, smoke, or water damage; the resident acknowledges landlord's recommendation to obtain insurance for his or her protection against such risks; Landlord provides no insurance for property of Resident. The resident hereby assumes full responsibility for all claims and risks, including but not limited to, those risks normally covered in standard "Resident insurance" policies.
26. **ABANDONMENT:** Upon termination of this Lease or abandonment of Residence by Resident, if Resident abandons or leaves any property in Residence, Landlord shall have the right, without notice to Resident, to store, sell, or otherwise dispose of the property at Resident's cost and expense, without being liable in any respect to the Resident. Resident agrees to notify the Landlord if the Residence will be empty for more than twenty-one (21) days.
27. **SUBLEASING:** Resident will not sell or assign this Lease or sublet the Residence or any part thereof without specific written approval of Landlord. Resident may sublet with a new Resident ("Sublessee") to fulfill the Lease with Landlord provided certain conditions are met.
- a. Sublessee will complete an online housing application for review and approval by Landlord.
 - b. Sublessee may be required to pay an additional security deposit.
 - c. Resident and Sublessee will complete and sign a Sublet Agreement Form for Landlord's review and approval. Form is located at www.fierstrentals.com.
 - d. A fee of \$30.00 per Sublessee is required by Landlord.
 - e. All rent and fees shall be paid in full prior to Landlord's approval of Sublessee.
 - f. Sublessee must be approved by Landlord and all Residents listed on lease prior to living in Residence. Written notice via email serves as acceptance from Residents.
 - g. Security deposits from Resident and Sublessee shall continue to be held until the end of the Lease as if no subletting had occurred, subject to return per the requirements of Indiana Law and the terms of this Lease.



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- h. Sublessee agrees to follow the provision outlined in Lease.
- i. Resident is to continue making monthly installments of rent to Landlord.

28. **INSURANCE:** Resident will not do any act on the premises that may increase the rate of insurance thereon; and to abide by all City of Bloomington ordinances and regulations and all other laws applicable to Residence. Landlord will not be responsible for any injury or damage to loss to persons or property in or about the Residence, including Resident's property, unless such loss is due to the sole negligence of Landlord. Resident agrees to limit any recovery to the extent of any insurance policy proceeds.

EACH RESIDENT IS ADVISED TO SECURITY "RENTER'S INSURANCE" FOR HIS/HER OWN POSSESSIONS AND PERSONAL LIABILITY. IT SHALL BE THE RESPONSIBILITY OF RESIDENT TO CARRY INSURANCE TO COVER ANY AND ALL PERSONAL PROPERTY WITHIN THE RESIDENCE OR STORAGE AREAS PROVIDED BY LANDLORD.

29. **LANDLORD'S REMEDIES UPON RESIDENT'S DEFAULT:** In the event the Resident fails to comply with any of the terms and conditions herein, such failure shall constitute a breach of the Lease, and Landlord shall be entitled to seek any and all remedies available under the law, including eviction. In the event Landlord incurs legal fees, court costs, or other expenses in the enforcement of its rights under this Lease or the collection of any amounts due, Landlord shall be entitled to recover any and all such fees, costs, and expenses from the Resident. Any property on the premises which is owned, controlled, or in the custody or possession of the Resident shall constitute additional security hereunder, and the Landlord shall have an automatic lien thereon. In the event the Resident fails to take possession of, or abandons, or is evicted from the Residence, Resident agrees that the rent obligation continues throughout the entire term of the Lease. In the event of Resident's breach of the Lease, if Landlord incurs costs such as advertising, showings, or other expenses related to its efforts to mitigate damages, Resident shall be responsible for Landlord's costs. Landlord may, in its discretion, cancel all other agreements or leases with Resident for a breach of this Lease. This Lease may be cancelled, at Landlord's discretion, in the event of a breach of any other lease between any of the parties.



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30. **CARPET CLEANING:** Resident will pay for the carpets in Residence to be commercially cleaned at the end of the Lease. The cost of carpet cleaning at the end of the Lease will be deducted from the Deposit. In the event that Resident's carpet requires cleaning during the Lease Term, due to Resident's actions, reimbursement for carpet cleaning performed will be due by Resident upon date of service. Resident will be responsible for the cost of commercially cleaning all common areas of duplexes, apartment buildings, and other common area types if applicable to Residence.
31. **SECURITY DEPOSIT:** Resident will pay a Security Deposit at the lease signing that Landlord will hold until the Lease is terminated. Resident may not apply the Security Deposit to rent payments. Resident authorizes Landlord to deduct the following charges from Resident's Security Deposit, if applicable:
- (a) unpaid rent;
 - (b) unpaid fees and charges provided by the terms of this Lease;
 - (c) any attorneys' fees, court costs, and/or other expenses incurred by Landlord because of a breach of any provision(s) of this Lease by Resident;
 - (d) reasonable cleaning expenses. Dirt is not normal wear and tear. Landlord professionally cleans the Residence prior to each new Lease term;
 - (e) the cost of professionally cleaning the carpet and/or reconditioning the hardwood floors at the end of the Lease term and any related Management costs;
 - (f) the full replacement cost of any repairs or replacements of any fixtures, systems, or appliances; painting or refurbishing of the Premises in excess of reasonable wear and tear and any related Management costs;
 - (g) unreturned key fee, locksmith charge, or core change fee;
 - (h) the cost of pest control treatment of Premises necessary due to Resident's action or inaction, and any related Management costs;
 - (i) the cost of bank charges incurred by Landlord for checks returned NSF and any related Management fees;
 - (j) packing, moving and storage charges for removal of personal property as provided by this Lease;
 - (k) any consequential damages incurred by Landlord, caused by Resident's breach of the Lease



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Resident will pay a security deposit of one month's rent (\$ _____) at the time of the lease signing. Upon termination of this Lease, the balance of the Security Deposit remaining after deduction of applicable charges will be returned to _____ (name of responsible tenant).

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As provided by Indiana law (currently post-marked within forty-five (45) days if Resident provides a forwarding address and after the Termination Date of this Lease). If the Security Deposit is inadequate to cover the deductions, Resident is obligated to pay Landlord the amount by which the charges exceed the deposit. Resident and Landlord agree that if this Lease is renewed or extended, or if a new Lease is entered into after the expiration of this Lease, that the Security Deposit will not be returned until the appropriate time following the expiration of such renewal, extension, or new Lease, unless an additional Security Deposit for the renewal, extension or new Lease has been paid by Resident to Landlord.

DAMAGES: Resident is required to maintain the Residence in its current condition, and is responsible for any damages, including painting and cleaning costs or other charges delineated in Paragraph 6, beyond normal wear and tear to the Residence. Damages caused by Resident, their guests, or any other persons on or near the Residence as a result of Resident's occupancy shall be repaired by Landlord at Resident's expense. Resident will pay for repairs within ten (10) days of receiving notice of the cost of repairs. The cost of repairs includes overhead and profit percentage in addition to the cost of time and materials. Resident will not be liable for ordinary wear and tear to the Residence.

- 32. **DUTY TO REPORT:** Resident will report all damages (either caused by Resident, guests, or normal wear and tear) to Landlord within 24 hours of occurrence. Such items for repair may be, but not limited to, broken windows, broken doors, holes in walls, appliance repair, etc. Landlord is responsible for cost of repair if damage was result of normal wear and tear.



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Resident must notify Landlord immediately of water leaks, damage, any defect, or uninhabitable condition. Water leaks may include, but are not limited to, faucets, sinks, toilets, tubs, dishwashers, washers, showers, or roofs. Landlord shall not be liable nor responsible for any damages resulting from such leaks or overflows caused by Resident's use. Resident is responsible for all cleaning associated with overflows or leaks due to Resident's use. Resident will use the emergency service provided by Landlord to report any water leaks that are actively dripping or pooling from ceilings or roofs. Landlord will repair leaks in pipes within a reasonable time frame established within **normal commercial** guidelines upon receipt of Resident's emailed notice.

33. **NO WAIVER OF TERMS:** No failure by Landlord to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term or condition. No term or condition of this Lease required to be performed by Resident, and no breach of such term or condition, shall be waived, altered or modified, except in writing by Landlord.
34. **RENTAL APPLICATION:** The Rental Application is incorporated as an Addendum by reference into this Lease. Resident affirms the representations in the Application to be true and correct. Falsification or misrepresentation of the information required on the Application is a breach of the Lease, giving Landlord the right to exercise any and all remedies available to it under the Lease and/or Indiana Law, up to and including cancellation or eviction.
35. **COPIES:** Resident will receive one copy of the lease. If additional copies are required by Resident, Landlord will charge \$25 per Lease copy, including copies requested by Sublessees.
36. This Lease and written endorsement thereupon constitute the entire extent of this agreement between Landlord and Resident pertaining to the Lease of the Residence. No oral statements made by Landlord's employees or agents are binding upon Landlord unless reduced to writing. All agreements affecting Lease terms will be made by Parties in writing.



LEASE AGREEMENT
for
2018-2019

PO Box 1288
Bloomington IN 47402
Phone: 812.332.2311
Fax: 812.334.9110
www.fierstrentals.com

IF THERE ARE ADDITIONAL CONDITIONS AGREED TO AT THE LEASE SIGNING, PLEASE LIST BELOW AND INITIAL. IF THERE ARE NO ADDITIONAL CONDITIONS, PLEASE CROSS OUT SECTION 37.

37. OTHER CONDITIONS AGREED TO:

Landlord Initials _____

Date _____

Resident Signatures

Date _____
Date _____
Date _____
Date _____
Date _____

We do hereby agree to the foregoing Lease and all its provisions executed this ____ day of _____, 20____.

Landlord _____



LEASE AGREEMENT

for
2018-2019

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 Bloomington IN 47402
 Phone: 812.332.2311
 Fax: 812.334.9110
 www.fierstrentals.com

PLEASE FILL IN ANY BLANKS, MAKE NECESSARY REVISIONS, AND INITIAL.

Signature

SS# & DOB

Permanent Address & Phone

Resident _____ Signature _____	SS# _____ DOB _____	Address: _____ _____ Phone: _____ Email: _____
<div style="border: 1px dotted black; padding: 5px; margin: 5px 0;"> <i>If another person (e.g., your parent or guardian) will be paying your rent, we will assume that we may directly bill this person and share other rental information unless you state otherwise. If you do not want us to contact another person, please cross out the section below. Otherwise please print the following information:</i> </div>		
Payer _____ Email _____	Address: _____	Phone: _____
Resident _____ Signature _____	SS# _____ DOB _____	Address: _____ _____ Phone: _____ Email: _____
<div style="border: 1px dotted black; padding: 5px; margin: 5px 0;"> <i>If another person (e.g., your parent or guardian) will be paying your rent, we will assume that we may directly bill this person and share other rental information unless you state otherwise. If you do not want us to contact another person, please cross out the section below. Otherwise please print the following information:</i> </div>		
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PLEASE FILL IN ANY BLANKS, MAKE NECESSARY REVISIONS, AND INITIAL.

<u>Signature</u>	<u>SS# & DOB</u>	<u>Permanent Address & Phone</u>
Resident _____	SS# _____	Address: _____
Signature _____	DOB _____	_____
<p><i>If another person (e.g., your parent or guardian) will be paying your rent, we will assume that we may directly bill this person and share other rental information unless you state otherwise. If you do not want us to contact another person, please cross out the section below. Otherwise please print the following information:</i></p>		Phone: _____
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Payer _____	Address: _____	Phone: _____
Email _____	_____	
Resident _____	SS# _____	Address: _____
Signature _____	DOB _____	_____
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Resident _____	SS# _____	Address: _____
Signature _____	DOB _____	_____
<p><i>If another person (e.g., your parent or guardian) will be paying your rent, we will assume that we may directly bill this person and share other rental information unless you state otherwise. If you do not want us to contact another person, please cross out the section below. Otherwise please print the following information:</i></p>		Phone: _____
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Payer _____	Address: _____	Phone: _____
Email _____	_____	