

**BIG 10 RENTALS**  
**P.O. Box 5543 – BLOOMINGTON, IN 47407 – 812-360-6800**  
**WWW.BIG10RENTALS.COM**

**LEASE AGREEMENT**

**1. TERMS OF LEASE**

A) This lease is made \_\_\_/\_\_\_/\_\_\_, between 10-29 LLC d/b/a, hereinafter called LANDLORD, OWNER and/or LESSOR, and the individuals listed below, hereinafter referred to, jointly and severally, as the TENANT and/or LESSEE.

B) The LANDLORD leases to the TENANT and the TENANT leases from the LANDLORD the property known as: \_\_\_\_\_, hereinafter called property. Property to be occupied and used only as a private dwelling by the TENANT, who is/are the following person(s) and no others:

- |          |          |
|----------|----------|
| 1) _____ | 2) _____ |
| 3) _____ | 4) _____ |
| 5) _____ | 6) _____ |

\*If property is occupied by additional person(s) not listed above and within City of Bloomington Occupancy Load limit, then additional charges will be occurred.

C) This lease begins at noon \_\_\_/\_\_\_/\_\_\_, and ends at noon \_\_\_/\_\_\_/\_\_\_ unless terminated sooner according to any of the provisions set forth in this lease agreement

**2. RENTS**

A) The rent for the term of this lease is \_\_\_\_\_ Dollars(\$ \_\_\_\_\_), payable in advance in the following twelve (12) installments.

1. For the first month, \$ \_\_\_\_\_ is due on or before \_\_\_/\_\_\_/\_\_\_.
2. For each additional month \$ \_\_\_\_\_ is due on or before the 1<sup>st</sup>.

B) **One full check for the entire amount will only be accepted. Check made payable to Big 10 Rentals and mailed to P.O. Box 5543, Bloomington, IN 47407.** If rents are not received within five (5) days of the due date, a fifty (\$50) dollar late fee will be charged and an additional \$10.00 per/day charge until the payment is received. If rent is not paid within twenty-five (25) days of due date, legal proceedings may be commenced without further notice. A bad check is the same as non-payment and LANDLORD shall impose the last fee in the same manner as in the case of the traditional non-payment. In addition, LANDLORD shall charge a thirty-five (35) dollar service charge for any check written which is returned from the bank for any reason. Rents are due, in any case, on due date or late fees will applied.

C) The TENANT understands and agrees that all persons signing this lease agreement are held jointly and severally liable for breach of this agreement, meaning that each TENANT named on page one (1) may be held responsible for the acts and omissions of the other TENANTS signing this agreement and their guests. In other words, "jointly and severally liable" is a legally bidding phrase which means that, among other obligations, **EACH CO-TENANT IS LEGALLY RESPONSIBLE TO THE LANDLORD FOR PAYING ANY PORTION OF THE RENT UNPAID BY ANY AND ALL CO-TENANTS WHO FAIL TO PAY OR WHO VACATE THE LEASED PREMISES BEFORE THE EXPIRATION OF THIS LEASE.**

**3. SECURITY DEPOSIT**

The LANDLORD hereby acknowledges that the TENANT has paid a security deposit of (one months rent, unless otherwise noted) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on \_\_\_/\_\_\_/\_\_\_ as consideration for the LANDLORD'S execution of this lease. This deposit is NOT rent. ALL PERSONS SIGNING THIS AGREEMENT AS RESIDENTS ARE RESPONSIBLE FOR THE TOTAL RENT PAYMENTS, NOT JUST THIER OWN PROPORTIONATE SHARE.

The return of the security deposit is subject to all of the provisions listed below:

- A) No damage to the property has occurred beyond normal wear and tear. Normal wear and tear will NOT include: built up dirt, streaked or dirty windows, partially cleaned items. Walls with unwashable marks. Walls needing patching, sanding or painting Walls with screws, adhesive tape, large nail holes or unprofessional patching. Adhesive on doors, trim, cabinets, appliances, etc. Damaged or missing trim, doors, handles, woodwork, appliances, furnishings of any kind (listed on move-in report) Stopped up stools or sinks. Burns or stains in carpet or vinyl. Broken windows or missing screens. Debris left in yard or on exterior of property.
- B) All contents, including range/oven refrigerator, washer, dryer, plumbing, fixtures, closets, cabinets, and fire extinguisher are clean and operable.
- C) No unpaid late charges, returned check charges, delinquent rents, or charges for repairs are due.
- D) All trash and debris have been disposed of.
- E) All forwarding addresses and phone numbers have been left with the LANDLORD.
- F) All keys have been returned to LANDLORD
- G) All carpets are PROFESSIONAL cleaned and a paid receipt be provided for the same.
- H) Water bill must be paid in full and paid receipt be provided by the same

The security deposit will be refunded by check, to one person: \_\_\_\_\_, in tenant provided self address stamped envelope within forty-five (45) days of the end of the lease. This individual is responsible for repayment of funds to co-tenants. A "MOVE OUT INSPECTION" of the property will be performed with TENANT at the end of the lease to determine damages. If the above conditions are not met, the cost of labor and materials for cleaning, repairs and replacements will be deducted from the deposit, along with other sums due. In the event the security deposit is insufficient to cover these and all appropriate charges, the LESSEE agrees to pay any amount that may be charged due to this deficiency. The LESSEE also agrees that this deposit may not be applied to rent as regularly due. Eviction of the TENANT for breach of lease shall not serve to release same from liability of rent payment or for the balance of the lease. In the event LESSOR is forced to evict TENANT for any reason, the security deposit shall be forfeited in whole. TENANT agrees to pay all legal expense which the LANDLORD may incur due to breach of contract.

#### **4. ACCESS**

TENANT shall permit the LANDLORD or authorized agents to enter said unit on normal business hours (8:00 am – 5:00 pm) to examine, inspect, repair, alter or show to prospective renters or purchasers. All rights of the LANDLORD in this lease and in this leased property may be assigned, sold, pledged, or otherwise transferred, in whole or in part, without prior notice to LESSEE. TENANT shall not hold LANDLORD liable in any way, for the act of actions of the persons performing services on or at property. Any and all problems with service people will be reported to LANDLORD but are to be handled directly by TENANT.

#### **5. SUBLETTING**

TENANT may sublease the premises, subject to LANDLORDS approval of SUBLETTOR. LANDLORD approval will be based on rental application submitted to LANDLORD by SUBLETTOR prior to moving in property. Other provisions of subletting are:

- A) Three parties must sign the sublease agreement: (ORIGINAL TENANT, LANDLORD & SUBLETTOR)
- B) SUBLETTOR must also add their signature to the original lease, with dates of occupancy indicated beside his/her signature.
- C) TENANT remains fully responsible to the LANDLORD for all payments and other terms of the lease and will continue to make rent payments directly to LANDLORD. SUBLETTOR is directly responsible to TENANT for payments due to the TENANT unless other arrangements are agreed upon in writing.
- D) There is a violation fee of \$100.00 per occurrence, if TENANT permits property to be occupied by anyone who has not signed the lease, subletting agreement and has been approved by the LANDLORD.
- E) If SUBLETTOR violates the terms or conditions of this lease. TENANT is required to have the SUBLETTOR vacate the premises immediately.

#### **6. PERSONAL PROPERTY INSURANCE**

TENANT shall hold LANDLORD harmless for any damage due to storm, water, fire, explosion, wind or other conditions which may result in damage to TENANTS personal property. TENANT shall notify LANDLORD immediately of any damage to the property and agree to not make any repairs without written permission of the LANDLORD. TENANT is advised to obtain renter's insurance to cover furniture and other personal property.

If the lease is terminated because TENANT materially breaches the lease or if TENANT moves out and fails to remove any of TENANTS personal property, then that property shall be deemed abandoned. LANDLORD shall not be responsible for any action taken with respect to that property. TENANT expressly releases LANDLORD from any and all claims and liability for damages or loss to property left by TENANT on the premises upon vacating, abandoning or termination of the lease, which TENANT may have against LANDLORD.

**7. CARE OF UNIT**

The TENANT shall: keep the property and all furnishings in a clean and orderly state at all times; be responsible for damage to the property or to other TENANTS property because of waste, misuse or neglect by TENANT or TENANTS guests; not permit pets or other animals on the premises belonging to TENANT or others without special written permission. Harboring a pet will be considered a breach of contract and will result in a \$100.00 fine. TENANT is responsible for any stoppage or freezing over of plumbing or damage to other equipment. TENANT is to be responsible for the care and upkeep of appliances, furnishings and fixtures. TENANT is to replace light bulbs, including florescent tubes, as needed, not build any partitions nor make alterations of any kind to property. TENANT must pay all utility cost incurred and hold harmless LANDLORD for the same. TENANT is to transfer all utilities into TENANT'S name prior to occupancy and agrees to not maintain a waterbed on the property without special written permission. No additional locks should be added and or changed without prior written consent. A charge of Twenty-five (\$25.00) will be charged for lock-outs. You agree to take winterizing precautions during extremely cold weather, to prevent freezing as recommended by us or by the City of Bloomington Utilities Department and your failure to do so my result in being assessed a charge for any service or plumbing calls caused by your failure to take the necessary winterizing precautions. You are responsible for all damages due to turning off heat.

**8. OCCUPENCY OF THE PROPERTY**

TENANT has examined the premises, including appliances, furnishings and adjacent areas before signing of this lease and are satisfied with the condition of the property. TENANT taking possession shall be conclusive evidence that the property is habitable and are in good order and repair, except as otherwise specified in this agreement and or the "MOVE-IN REPORT" which is to be completed at the time of moving into the property. Unless there is written agreement to the contrary, it is expressly understood that this lease is for the dates listed and the holding over of one day shall constitute a full month's rent becoming due and payable immediately. It is agreed that prior to occupancy the deposit serves to hold the rental unit until the beginning of occupancy. If occupancy is not taken by the LESSEE, the deposit is forfeited. In the event the property is not habitable by the occupancy date due to carryover of a previous tenant or by damage to the property, the parties agree that this agreement will be binding for five (5) days after scheduled occupancy date, at such time property is still uninhabitable, this agreement shall become void and all deposits will be returned. No uses of property contrary to city, county, state or federal regulations are permitted.

**9. CONCLUSION**

The LANDLORD and TENANT agree that this instrument, which they each understand and sign, embodies their total and complete agreement regarding the terms and conditions of this lease, except as it my hereafter be modified and acknowledged in writing by both parties hereto or by their duty authorized agents. This agreement null & voids any and all previous written or oral leases.

WITNESS the signatures of the above parties hereto, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

TENANTS: I have read the entire lease and agreed to all terms set forth.

|                 |                 |                 |
|-----------------|-----------------|-----------------|
| Signature _____ | Signature _____ | Signature _____ |
| Name _____      | Name _____      | Name _____      |
| S.S. # _____    | S. S. # _____   | S. S. # _____   |
| Signature _____ | Signature _____ | Signature _____ |
| Name _____      | Name _____      | Name _____      |
| S.S. # _____    | S. S. # _____   | S. S. # _____   |

LANDLORD/MANAGEMENT/AGENT: \_\_\_\_\_ Date: \_\_\_\_\_