

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 as BIG 10 RENTALS 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 1st.

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.** Payment is due the 1st of each month. 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 late 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 total security deposit due is : \$ _____ (equal to one months rent). The LANDLORD hereby acknowledges that the TENANT has paid a security deposit of _____ Dollars (\$ _____) on ____/____/____ as consideration for the LANDLORD'S execution of this lease. This deposit is NOT rent. Balance due \$ _____ if any, is due on or before ____/____/____. Balance paid ____/____/____.

TENANT initials: ____/____/____/____/____

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, and 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 and countertops. 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, smoke detectors, 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-addressed 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. In the event TENANT does not appear for the move-out inspection appointment, the inspection will be performed and TENANT waives the right to object to LANDLORD'S conclusions as to TENANT 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.

TENANT and LANDLORD agree that if this Lease Agreement is renewed or extended, or if a new Lease is entered into after the expiration of this Lease Agreement by one or more of the TENANTS, 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 Agreement has been paid by TENANTS to LANDLORD.

4. PET POLICY

TENANT agrees that **NO PETS ARE ALLOWED** without LANDLORD'S prior written consent. This prohibition includes, but is not limited to, dogs, cats, birds, and reptiles. Pets cannot visit or be kept for friends or relatives. It is understood that if TENANT decides to have an animal on the Leased Premises, and LANDLORD has given written consent, TENANT will be charged a monthly fee of two hundred dollars (\$200.00) which should be included with the monthly rent payment. If an animal is found on the Leased Premises without LANDLORD'S written consent, TENANT will be immediately assessed three hundred dollars (\$300.00) payable by TENANT and have seven (7) days after notification to rid the Leased Premises of the pet. If LANDLORD agrees by written consent to allow TENANT to keep the pet on the premises, TENANT will be responsible for a monthly fee of two hundred dollars (\$200.00) per month for the entire duration of the lease regardless of how long the pet was in the premises. TENANT shall be responsible and compensate LANDLORD for all damages caused by such pet. LANDLORD may treat premises for fleas and anything else that might be required at TENANT'S expense. This includes TENANT being responsible for new carpeting and other flooring in the leased premises and other areas of the leased property. This also applies to visiting pets. Harboring a pet will be considered a breach of contract and will result in forfeiture of Security Deposit. In accordance with applicable law, trained animals provided for the assistance of disabled TENANTS are not "pets" for purposes of this pet policy.

5. ACCESS

TENANT shall permit the LANDLORD or authorized agents to enter said unit during all reasonable hours to examine and protect the Leased Premises; to show the Leased Premises to prospective buyers or renters; to make repairs, additions, or alterations as may be necessary. LANDLORD agrees to contact TENANT before arrival of Landlord's agents, except in cases where maintenance requests were made by TENANT. In the event of an emergency, LANDLORD shall be entitled to enter the Leased Premises immediately at any time. All rights of the LANDLORD in this lease premise 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.

TENANT initials: _____/_____/_____/_____/_____

6. 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.

7. 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 TENANT'S 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 TENANT'S 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.

8. 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 TENANT'S property because of waste, misuse or neglect by TENANT or TENANT'S guests. TENANT shall pay for any damage to the leased premises caused by the TENANT, their guests, or any persons on or near the premises as a result of TENANT'S occupancy. TENANT shall make such payment for repairs at the time repairs are made. TENANT'S are responsible for any costs associated with removal of rodents, vermin or pest control after thirty days of occupancy. TENANT'S 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 TENANT'S occupancy. 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 may 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.

TENANT will report all damages (either caused by TENANT or normal wear and tear) and water leaks to LANDLORD immediately by calling (812)360-6800. All general maintenance requests are to be submitted via email at repairs@big10rentals.com. Such items for repair may be, but not limited to, broken windows, broken doors, holes in walls, appliance repairs, garbage disposal clogs etc. Water leaks may include, but not limited to, faucets, sinks, toilets, tubs, dishwashers, washers, showers or roofs. TENANT will be responsible for cost of repair to any item damaged in excess of normal wear and tear within the duration of the Lease Agreement. LANDLORD is responsible for cost of repair if it is normal wear and tear. LANDLORD shall not be liable nor responsible for the cost of the repair and damages resulting from such leaks or overflows caused by TENANT'S use. TENANT will be responsible for the cost of the repair and damages if TENANT failed to inform the LANDLORD within 24 hours. TENANT will prevent water leaks by keeping shower curtains closed while shower is in use; will avoid water on the floor; and will not flush sanitary tissue products, gum wrappers, cigarette butts, paper towels or other such items. TENANT is responsible for keeping drainage lines free and clear of clogs and other damage.

TENANT initials: _____/_____/_____/_____/_____

TENANT will keep garbage disposal, sinks, toilets, bathtubs and showers free from clogs. TENANT will be responsible for the cost associated with reopening drainage lines and other damages associated with clogs during the duration of the Lease Agreement.

TENANT will keep the porch and yard free of debris, cigarette butts, bottles, yard games, etc. Email notice will be sent to TENANT if LANDLORD deems exterior property a possible sanitation or health risk or in violation of City ordinances. TENANT will have 24 hours from the emailed notice to cleanup specified area. If area is not cleaned to LANDLORD'S approval, TENANT agrees to reimburse LANDLORD for cleanup at the rate of \$60.00 per hour with a minimum charge of \$30.00. TENANT will not place nails or staples in any wood moldings, trim, fascia, roof, shingles or gutter of leased premise. TENANT will not post signs, lights, placards or any objects on the exterior premise or property without written permission from LANDLORD. TENANT will not staple, nail or in any way adhere Christmas tree lights into the roof, gutters wood services such as molding, fascia, etc. TENANT will be responsible for the cost of the repair to the leased premise if damage due to nails or staples. TENANT will not use large nails or adhesive tape to hang items on walls of leased property. TENANT will pay for the repair and repainting of any surface where nails, tacks or adhesive tape was used.

TENANT 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 premise. TENANT will pay all damages and costs incurred by the LANDLORD due to any violation of this provision.

9. OCCUPANCY 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.

10. 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 may 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 ____/____/____.

ALL PERSONS SIGNING THIS AGREEMENT AS RESIDENTS ARE RESPONSIBLE FOR THE TOTAL RENT PAYMENTS, NOT JUST THIER OWN PROPORTIONATE SHARE.

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

Signature_____ Signature_____ Signature_____

Name_____ Name_____ Name_____

Cell Phone_____ Cell Phone_____ Cell Phone_____

Signature_____ Signature_____ Signature_____

Name_____ Name_____ Name_____

Cell Phone_____ Cell Phone_____ Cell Phone_____

LANDLORD/MANAGEMENT/AGENT:_____ Date:_____

TENANT initials: ____/____/____/____/____