

Deckard Homes & Apartments

P.O. Box 110, Bloomington, IN 47402, Ph: (812) 825-5579 Fax: (812) 825-5578

LEASE AGREEMENT

DATE: _____

LESSOR: **Deckard Homes & Apartments**

LESSEE: _____

WITNESSETH, that Lessor in consideration of the covenants and agreements hereinafter contained and made on the part of the Lessee(s), hereby leases to Lessee(s), jointly and severally, for a private dwelling, the premises known and described as follows, to-wit,:

_____ together with the appurtenances thereto belonging in the City of Bloomington, County of Monroe, State of Indiana:

Commencing: _____ Ending: _____ (Noon)

1.) The Lessee(s) agree to pay to the Lessor the sum of \$ _____ dollars for the term of this lease. The total amount of the lease will be divided into equal payments, payable in advance and due on the ____ day of each month, in the amount of \$ _____ throughout the duration of the lease, payable to Deckard Homes & Apartments, and mailed to our office. The first payment is due and payable on _____. If Lessee(s) renews lease for additional period of time, there will be no lapse in tenancy. Rent must be paid by one check or payment regardless of the number of Lessees and the payment must be from a Lessee, a parent of the Lessee, a financial assistance organization, or financial institution on behalf of the Lessee.

2.) It is further agreed by the parties hereto that the time of each and all such payments is of the essence of this agreement; therefore, if said rent is not received at the above-named office within 5 days of the date in which it is due, a 10% penalty will automatically be added to said rent or such sum not to exceed 10% per month, as per expense arises.

3.) Any dishonored check shall be treated as unpaid rent and shall be subject to the same late charge, plus a minimum \$35.00 returned check fee, payable from Lessee.

4.) SECURITY DEPOSIT – Lessee(s) has deposited --or-- will deposit with Lessor the sum of \$ _____ dollars as security deposit for the performance of each and every covenant and provision of this lease, and covenants to maintain said entire deposit with the Lessor until the termination of this lease, but otherwise said deposit shall belong to Lessor as a part of the consideration to Lessor for the execution of this lease. The Security Deposit is not allowed to be considered rent for any monthly rental payments during the lease or for repairs during the lease agreement.

The Security Deposit will be returned within 45 days after the termination of this lease less any applicable charges including, but not limited to, unpaid rent, late fees, cleaning charges, carpet cleaning charges (minimum fee \$50.00), painting, repairs, key/lock replacements, sewer charges, legal fees, court costs, and any other costs incurred to collect full amount of lease agreement and return unit to the original move-in condition. Lessee(s) automatically forfeit any deposit amount paid if the term of the lease is not satisfied in full.

5.) JOINT AND SEVERAL LIABILITY -- The Lessee(s) named above are jointly and severally liable for the full amount of this lease and any damages incurred. If one or more of the Lessee(s) vacate the premises during the term of this lease, the remaining Lessee(s) shall continue to pay the full rent, and the Lessee(s) shall be and remain jointly and severally liable therefore. Payment agreements between Lessees do not effect the terms of this lease agreement between Lessor and Lessee(s). All Lessee(s) will be named in any collection proceedings.

6.) **CONDITION OF PREMISES** – Lessee(s) has examined said premises and appurtenances prior to and as a condition precedent to this acceptance and execution hereof, and is satisfied with the physical condition thereof, and his taking possession shall be conclusive evidence of his receipt thereof in good order and repair, except as otherwise specified hereon, and agrees and admits that no representation as to condition or repair has been made by Lessor or his agent. Lessor is not responsible for interruption of equipment functioning, services or utilities due to circumstances beyond Lessor's control. Lessor has no knowledge of using products containing lead and is not aware of such products used prior to Lessor's ownership. Lessee(s) release Lessor from any such liability regarding such issues for all occupants and guests.

7a.) **UPKEEP** – Lessee shall not suffer nor commit any waste in and about said premises nor the building of which they are a part, and shall keep the said demised premises, together with the fixtures therein and appurtenances, in a clean, sightly, and sanitary condition and in good repair and free from pests and rodents, all at his own expenses, and shall yield the same back to the Lessor upon termination of this lease, by expiration of the term or in any other manner, in the same condition, except as repaired or altered by Lessor. Lessee(s) agree to do routine cleaning and maintenance, and not let trash accumulate, but to dispose of trash promptly in a healthful manner. At the end of the lease agreement, Lessee(s) agree to follow all instructions for cleaning and leaving the residence.

7b.) Lessee(s) shall make no alterations, decoration, additions or improvements in or to premises without Lessor's prior written consent, and then only by contractors or mechanics approved by Lessor. Lessee(s) shall not paint the walls, woodwork or any other structure in/on the premises. Nor shall Lessee(s) place wallpaper on the walls or any other area of the unit without Lessor's prior written permission. No spikes, hooks, screws, large nails, adhesives, sticky tak/putty, or bike mounts shall be driven into or used on the walls or woodwork. Only small finishing nails and thumb tacks are allowed to hang pictures or posters, which must be limited in number, and used/removed with care. Lessee(s) is responsible for any damages and repairs at the time of the repair.

7c.) Lessee(s) agree no car repairing shall be done at any time in or about the premises. Car washing is allowed.

7d.) No inoperable, unused, stored or "junk" vehicles with expired license plates shall be parked on any part of the premises. Lessee(s) will be responsible for any charges incurred to remove such items.

7e.) Lessee(s) and/or guests may only park in designated areas. Lessee(s) are responsible for obtaining any necessary street parking permits.

7f.) Lessee(s) shall not place or keep personal property of any kind on the lawns. Lessor is not responsible for any personal property on the lawn or parking area.

7g.) All outdoor areas, including porches, must be kept clean and tidy. Only outdoor furniture and outdoor decorations are allowed outside of the home. Seasonal decorations must be removed promptly as seasons change.

7h.) All trash must be contained in a proper container and disposed of on a regular, sanitary basis.

8a.) **DAMAGES TO PREMISES** – Lessees agree to take good care of the leased premises and to cause or suffer no waste or injury, excluding normal wear and tear. If the leased premises are damaged or injured through Lessee(s)' fault or negligence, or any of the Lessee(s)' guests, Lessee(s) shall be liable to Lessor for said damage or injury. If said premises are destroyed or injured by the elements, or other cause, without any fault or neglect on the part of the said Lessee(s), so as to be unfit for occupancy, said Lessees shall not be liable to pay rent from and after the time when possession of said premises shall have been surrendered to the Lessor and Lessee(s)' deposit shall be returned less any deduction chargeable prior to such destruction. Lessee shall not permit any hazardous act which might cause fire or increase the rate of insurance on the premises. If the premises become uninhabitable by reason of fire not caused by Lessee's negligence, or guests, the rental herein shall be suspended until the same has been restored to a habitable condition. Lessor is not obligated to rebuild or restore the premises.

8b.) Lessee(s) agree to waive any and all claims against Lessor for any personal injury sustained, or any loss or damage to property caused by fire, water, deluge, overflow or explosion or loss of any articles by theft from the leased premises.

9.) REPAIRS – Lessee(s) shall notify Lessor of any damages and/or needed repairs immediately. Lessor shall contract all repairs and Lessee(s) are without authority to do so. Lessee(s) are responsible for the costs of any repairs that are deemed controlled by Lessee(s) such as improper disposal of solid matter in garbage disposals or drains which clog pipes or toilets. Lessee(s) agree to not place any drain cleaners in pipes or to flush non-disposable items down the toilet. Non-disposable items include, but are not limited to, feminine products, sanitary wipes, paper towels, q-tips, etc., regardless of product’s disposal recommendations. Expenses associated with repairing pipes or cleaning sewers resulting from this action will be charged to the Lessee(s) and due at time of repair. Lessee(s) are responsible for replacing all burned out light bulbs and the smoke detector battery which is required by city ordinance. Repairs completed during the lease that are a result of tenant’s negligence or abuse to the property will be due at time of repair.

10.) JOINT INSPECTION – A joint inspection will be held upon the Lessee(s) move-in and move-out. An inventory and damage list will be prepared at the time of the move-in inspection. It is the responsibility of the Lessee(s) to promptly notify the office of any items not recorded. Upon move-out the Lessee(s) is responsible for cleaning the premises and removing all trash from the premises prior to the move-out inspection. If Lessee(s) fail to adequately clean premises, then Lessee(s) will be charged cleaning fees. Lessee(s) will also be charged for painting, beyond normal wear and tear, and for any damages to the premises. Carpets must be professionally cleaned and Lessee(s) must provide a copy of the receipt. All units with pets must be professionally treated for pests and deodorized and submit a copy of the receipt. The minimum charge for carpet cleaning is \$50 service call and \$50 per area cleaned, plus stain treatment and deodorizing as necessary. Tile floors must be cleaned and waxed. Minimum charge for cleaning and waxing tile floors is \$50 service call and \$50 per area cleaned and waxed.

11.) WINTERIZING – Lessee(s) agree to take winterizing precautions during cold weather, to prevent freezing. This includes maintaining heat in the premises at a minimum setting of 60 degrees from November to March. Failure to take such precautions will be the responsibility of Lessee(s) and Lessee(s) will be charged for any resulting damage, service calls or other costs. Lessor checks all properties during the IU Winter Break to confirm heat is on and working.

12.) PERSONAL PROPERTY – If after violation of any provision of this lease or upon the expiration of this lease, Lessee(s) fail to remove any personal property, then the personal property shall be deemed to be abandoned. If Lessor stores any of Lessee(s) possessions and the items are not timely reclaimed, the Lessor may sell the subject goods in payment of the storage costs, transfer costs, and all other related fees and costs.

13.) INSURANCE – Lessee(s) are responsible for obtaining insurance to cover Lessee(s)’ personal property and shall hold Lessor harmless from liability relating to Lessee(s)’ occupancy and use of the premises. Lessor is not responsible for any items lost, stolen, or destroyed by uncontrollable events including fire or events deemed as acts of God. Nothing herein shall be held to relieve Lessees from responsibility for all damage to the premises, guests or other person caused by misuse, abuse, or neglect of Lessee(s).

14.) OCCUPANTS – Lessees represent to the Lessor no more than those persons who have signed the Lease shall occupy the premises herein leased. Guests staying longer than 5 days can affect this lease causing an increase in rent & deposit or a termination of the lease, as determined by the Lessor. Rental Permits issued by the Bloomington Housing and Neighborhood Development are posted in all of the Bloomington rental units and include the maximum occupant load for each unit. Occupancy may be checked by confirming number of beds in unit, number of cars in parking area, names listed on mailbox, etc. If there is a discrepancy in the occupancy limit and the number of persons living at the unit, then the tenants are responsible for any fines or penalties to bring the occupancy and lease agreement into immediate compliance. The maximum occupancy for the leased unit is _____.

15.) NO ASSIGNING OR SUBLETTING -- Said premises shall not be occupied in whole or in part by any person other than Lessee(s), and Lessee(s) shall not sublet the same or any part thereof, nor assign this lease, nor permit to take place by any act or default of himself or any person, any transfer by operation of law of Lessee’s interest created hereby; nor offer for lease or sublease the said premises, nor any portion thereof, without the consent in writing of Lessor. Lessor agrees not to unreasonably withhold such permission, given that the Sub-lessee(s) are financially responsible persons. Only one sublet per household, per lease term, will be considered.

Lessee(s) shall pay an additional \$50.00 processing fee plus expenses incurred for any such abandonment or any subletting in addition to any rent deficiency owing by Lessee(s) and Sub-Lessee(s), damages, repairs, advertising fees, and/or cleaning fees. The Sub-lessee must pay an additional security deposit. Even if permission is given by Lessor for Lessee(s) to sublet any part of said premises, no part of the above deposit will be returned to Lessee(s) until termination of this lease.

16a.) ACCESS -- The right of free access is reserved to the Lessor and his agents and to any other person thereunto authorized by the Lessor or his agent, to inspect, repair or affix signs "For Rent" in such places on the premises as the Lessor or his agent shall determine.

16b.) Lessor shall provide a lock for the exterior door which is considered safe by the industry, and Lessee(s) agree that no additional locks shall be placed upon any doors of the premises, nor shall locks be changed without Lessor(s) prior written permission.

16c.) All keys must be returned at the termination of this lease. Any keys not returned at termination will be charged to the Lessee(s) at the rate of \$10.00 per key.

16d.) If Lessee(s) locks him/herself out of the unit, and Lessee(s) must call the office for a key or it is necessary for an agent to unlock the door, there will be a \$35.00 charge to the Lessee(s), payable within 30 days.

17.) FALSE APPLICATION – Lessee(s) warrants that the information given by Lessee(s) in the application for this lease is true and in the event that such information is false, Lessor may at Lessor's option terminate this lease.

18.) In the event Lessee(s) shall abandon or vacate the premises before the end of the term or fail to pay rent properly when due, the premises or any part thereof may be repossessed by the Lessor and relet upon terms satisfactory to it, and Lessee(s) shall be liable for deficiency and any fees incurred resulting there from.

If lease agreement is in default, Lessee(s) agree that Lessor may issue a five day Notice to Quit at the Lessor's Discretion. The Notice to Quit is an immediate termination of lease agreement in which Lessee(s) must vacate and clean the premises within five days from the Lessee(s) receipt of the Notice to Quit. In the event of a Notice to Quit, the Lessee(s) are not released from any unpaid rent or charges incurred to clean, repair, or re-lease leased premises. Lessee(s) are responsible for and will be charged for all applicable costs.

19.) LEGAL EXPENSES, LESSOR'S LIEN -- Lessee shall pay and discharge all cost, expenses and Attorneys Fees, which shall be incurred or expended by Lessor due to breach of the covenants and agreements of this lease by Lessee(s). Lessor shall have a first lien on Lessee's interest hereunder, to secure payment of all money due hereunder, which lien may be foreclosed in equity, and in case of such foreclosure proceeding, a receiver shall be appointed to take possession of said premises under order of court.

20.) PETS -- Number allowed: _____ Size/Type of Pet(s): _____.

Additional charge for pet(s): _____.

Non-refundable Pet Fee and due date: _____.

No other pets or animals of any kind shall be harbored by Lessee(s) under the terms of this lease. If pets are found, regardless of whether the pets belong to Lessee(s) or somebody else, this will automatically void this lease at the Lessor's option, and Lessee(s) will be given immediate notice to move or will be charged for damages and extra rent. It is the responsibility of the Lessee(s) to have the unit professionally treated for fleas and deodorized upon termination of the lease agreement and to submit a copy of the receipt, to clean up and remove waste from the lawn at all times, to maintain regular cleaning and sanitization of all litter boxes, and to keep all carpets and floors free of waste at all times. Vaccinations must be up to date at all times. All indoor animals must be house trained. When Lessee(s) is absent from the unit, all dogs must be secured in a crate or kennel.

21.) USE OF PREMISES -- Said premises shall not be used for illegal purposes, boarding or lodging, nor to give instructions in music or vocal or physical training, nor for any trade, business or entertainment, nor for any purpose that will injure the reputation of the premises of said building or of the neighborhood shall be permitted or committed therein. Lessor does not wish to restrict Lessee(s) enjoyment of leased premises. However, if Lessor at any time finds Lessee(s) conduct or the conduct of other occupants of the leased premises or visitors unreasonable, Lessor shall ask that such conduct be ended. If after notification the conduct continues, Lessee shall have the right to terminate the lease and retake immediate possession of the leased premises.

22.) Prohibited Items – Water beds, swimming pools, wading pools, trampolines, reptiles, rodents, certain breeds of dogs as determined by the Lessor, puppies (under 18 months old), kittens (under 18 months old), composts, gardens, and fire pits are not allowed on the premises, except where permitted in writing by Lessor.

23.) UTILITIES – Lessee(s) is responsible for paying the following utilities and deposits. Lessee(s) agree to have the utilities put in the Lessee(s) own name as of the beginning of the lease and remain in service for the entire term of the lease.

Lessee is responsible for gas, electric, water, sewer, and trash.

Lessor is responsible for maintenance and lawn.

Lessee has the option of obtaining cable, internet, and/or telephone services. Written consent by Lessor must be obtained prior to installation. Equipment is not allowed to be mounted or attached to buildings. Lessee is responsible for any fees incurred to install or remove the equipment.

If Lessee is responsible for lawn care, as noted above, then Lessee must routinely mow, trim, and maintain yard at least every ten days during normal growing season. Failure to maintain yard will result in fines and/or charges to the account (minimum mowing charge is \$75.00).

24.) Lease agreement is to extend to full term of Lease, not releasable with notice shorter than allotted time.

25.) If Lessee(s) plans to renew this lease, written notice must be given 90 days before the termination of the lease and accepted by the Lessor or within 10 days of receiving the renewal notice, whichever occurs first.

26.) Lessee agrees to pay reasonable attorney's fees for the enforcement by the Lessor of any and all provisions of said Lease.

NOTES:

Current Address: See applications.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the first above appearing date.

Deckard Homes & Apartments, Lessor

Lessees:



Printed Name: _____	Driver's License Number: _____	Date of Birth: _____	Employer: _____
Cell Phone Number: (____) _____		Email address: _____	
Permanent address: _____			
Emergency Contact Name _____		Relationship _____	
Address _____		Phone (____) _____	

Printed Name: _____	Driver's License Number: _____	Date of Birth: _____	Employer: _____
Cell Phone Number: (____) _____		Email address: _____	
Permanent address: _____			
Emergency Contact Name _____		Relationship _____	
Address _____		Phone (____) _____	

Printed Name: _____	Driver's License Number: _____	Date of Birth: _____	Employer: _____
Cell Phone Number: (____) _____		Email address: _____	
Permanent address: _____			
Emergency Contact Name _____		Relationship _____	
Address _____		Phone (____) _____	