

# LEASE AGREEMENT

WITNESS THAT; THE 400 APARTMENTS hereinafter called "Lessor"

Hereby leases to \_\_\_\_\_

Hereinafter jointly and severally liable called "Lessee(s). Lessor hereby rents the premises known as The 400 Corporation 818 W. Riverside Ave. Muncie IN 47303

for a term of 1yr commencing on \_\_\_\_\_ and terminate @ 2:00p.m. on \_\_\_\_\_ unless soon terminated as hereinafter provided.

**1. RENT:** As rent, the Lessee(s) hereby agrees to pay the Lessor that sum of **\$7140.00** Payable in monthly installments of **\$595.00** for each month during the term of this lease, such Rent is to be paid in advance on the First (1<sup>st</sup>) day of each calendar month at address as provided by Lessor in this lease agreement without relief from valuation or appraisal laws. Payment of the Rent on time is critical to this lease and Lessee(s) failure to do so by the 5<sup>th</sup> day of each month will be assessed a \$25.00 late charge on the fifth day (5<sup>th</sup>) of the month and \$5.00 per day thereafter until paid in full. The late charges then shall become part of the rent due. Any payment of rent with check returned for any reason will subject the Lessee to an additional charge of \$30.00 for each occurrence. Any rent not paid by the 5<sup>th</sup> day of each month shall be considered in default as outlined in paragraph 18 below. If payment is not made within ten(10) days, Lessee(s) signature permits and allows Lessor to change locks and store personal items until full payment for days any personal items held will be sold or donated.

**2. SECURITY DEPOSIT:** Lessee(s) hereby agrees to pay the sum **\$595.00** as Security Deposit for this lease. Said security deposit, less the sum of the following terms and conditions and any additional assessed damages to the premises by Lessee(s), will be returned to Lessee(s) within 45 days of the lease termination, providing Lessee(s) has kept all covenants and conditions of this lease. One check, payable to all Lessee(s) on lease will be issued. Forwarding address must be provided to Lessor in writing and mailed certified to ensure return of said deposit.

SAID DEPOSIT SHALL NOT BE APPLIED AT ANY TIME TO THE PAYMENT OF RENT. DAMAGES ARE NOT LIMITED TO THE AMOUNT OF SECURITY DEPOSIT AS SET FORTH IN THIS LEASE AGREEMENT. THE RETURN OF THIS DEPOSIT IS CONDITIONED UPON THE LESSEE(S) RETURNING THE PROPERTY TO THE LESSOR IN GOOD PHYSICAL CONDITION AND IN GOOD ORDER AND REPAIR TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING:

- A. All floors cleaned and all carpets and rugs vacuumed and professionally shampooed. (Receipt to be provided to Lessor).
- B. Range and oven cleaned inside and outside to include spill over trays and storage drawer.
- C. Kitchen and bathroom cabinets cleaned inside and outside
- D. Refrigerator cleaned inside and outside, defrosted, turned off with door left open.

- E. Bathroom fixtures cleaned (removing soap scum) including removing the shower curtain.
  - F. Clean all cobwebs from ceiling, walls, doors, floors and trim.
  - G. All cold air return grilles and registers to be cleaned.
  - H. All nail, screw, picture and curtain rod holes to be spackled and sanded smooth using drywall compound (vinyl patch or other materials will not be acceptable).
  - I. Lessee(s) agree to replace all expired light bulbs or be charged \$3.00 per bulb.
  - J. Lessee(s) agree to replace all expired smoke detector batteries or incur a charge of \$5.00 each.
  - K. Clean all doors inside and out, windows (inside and out), including window screens.
  - L. All trash removed from premises or be charged \$100.00
  - M. Lessee(s) agree that a fee of \$150.00 will be retained and is non-refundable to cover the labor and materials required to paint the premises.
  - N. No deposit or portion thereof will be returned to Lessee(s) until all patching, cleaning and painting is completed. When all painting and cleaning is completed a copy of an inspection report with the remainder of the damage deposit will be returned to Lessee(s).
- DEPOSITS SHALL BE MAILED OUT WITHIN FORTY-FIVE (45) DAYS AFTER TERMINATION OF THIS LEASE.**

**3. USE OF PREMISES:** Lessee(s) will occupy and use the premises for his or her private residence, and for no other purpose. Lessee(s) shall not keep any roomers, lodgers, or boarders, carry on any trade, profession, business, school, course of instruction or entertainment, or teach instrumental or vocal music, dramatics or dancing on the premises. Lessee(s) shall not make or permit any use of the premises which directly or indirectly is forbidden by law, ordinance or governmental regulation which is dangerous to life, limb or property which will be offensive or obnoxious to any tenant of the building or residents or the neighborhood or which may invalidate or increase the premium cost of any policy of insurance carried by Lessor in connection with its operation and management of the building.

**4. OTHER RESTRICTIONS OF LESSEE(S):**

- A. Lessee(s) shall not use sun lamps or space heaters.
- B. Lessee(s) shall not permit the accumulation of waste or refuse that would in any way create a fire hazard, offensive odor or become a nuisance.
- C. Lessee(s) should carry and provide contents insurance-insuring Lessee(s) own possessions contained on the premises. Personal contents are the sole responsibility of the Lessee(s). Renters insurance is suggested but not required.
- D. Lessee(s) shall not have furniture in the yard area, which is not specifically designed for outdoor use.
- E. Lessee(s) shall not initiate or permit social gatherings, which create a disturbance for neighbors nor create disturbances themselves.
- F. Lessee(s) shall not use waterbeds unless authorized by Lessor.
- G. Lessor(s) shall keep sidewalk(s), porches, parking areas, etc., clear of ice and snow.
- H. Lessee(s) shall not use tape; glue or thumb tacks on walls, ceiling, doors, windows, trim, etc.
- I. Lessee(s) represent that they are eighteen (18) years old or older.
- J. Lessee(s) agrees to be jointly and severally bound for the full amount of the monthly rental throughout the entire term of this lease.
- K. Each lessee may pay a proportionate share of the monthly rent on the dates set forth in paragraph one (1) above.

- L. Lessee(s) shall close and lock all doors and windows upon Lessee(s) leaving the premises.
- M. Lessee(s) shall not use window air conditioners unless authorized by management.
- N. Lessee(s) shall report to landlord in writing, any water-related problems with the property, including flooding and leakage or tenant shall hold landlord harmless for any and all damages related to water or moisture, including, but not limited to, medical expenses or damage to personal property, and tenant shall be liable for any damage to rental property as result of water or moisture. All problems shall be reported within a reasonable time, not to exceed twenty-four (24) hours.
- O. Lessee(s) agree to haul away from premises all trash, debris, clothes, bedding, etc. Upon termination of this lease and fully understand a charge will be assessed if Lessor has to remove trash and debris.
- P. Lessee(s) are strictly prohibited and shall refrain from making any changes to telephone or cable/jacks/outlets. These items are the property of the Lessor(s) and shall not be tampered with under any circumstances. If you experience a problem with such, you may contact management. It is further understood that Lessee(s) are responsible for any and all charges that they incur for use of such services.
- Q. Lessee(s) are strictly prohibited from installing any structure to the façade or railing of their unit or of the structure in which they reside. This prohibition extends to any and all satellite dishes.

**5. PETS:** Lessee(s) agrees that no Pet(s) of any variety shall enter or occupy the premises at any time. Exception to this rule only applies when prior written, approval is given by Lessor. If you are found to have an unauthorized pet you will be given three (3) days notice to remove the pet from the premises, if the pet has not been removed after that amount of time we reserve the right to remove the pet and take it to the local animal shelter without further notice. **NO PET SITTING ALLOWED!**

**6. CONDITION OF PREMISES:** Lessee(s) agrees that no representation as to condition or repair of the premises and no promise to decorate, alter repair or improve the premises has been made, except such as is contained in the lease. Lessee(s) agrees that he shall examine the premises prior to his occupancy thereof and that his occupancy of the premises shall be conclusive evidence of this satisfaction and approval of the premises as being in good physical condition and in good order and repair.

**7. MAINTENANCE:** Lessor agrees to make all repairs resulting from normal wear and tear and not the result of misuse by the Lessee(s). (Example of Lessor's responsibilities: Maintenance of interior and exterior walls, repair of roof, repair of furnace, hot water heater, stove and refrigerator). Lessee(s) agree to be responsible for damages to walls, misuse of plumbing fixtures to include stoppage of such fixtures. Expenses incurred for making repairs due to Lessee's misuse of the premises shall be added to the rent due for the month following the repair, and failure to pay such charges shall be treated as failure to pay rent due. The cost of repairs from Lessee's misuse of premises not repaired until after termination shall be deducted from the security deposit with Lessor having the right to recover any excess damages with attorney's fees from the Lessee(s).

**8. UTILITIES:** Lessee(s) agrees to pay the following utilities coming due for each month of this lease as are required:

- A. Electric
- B. Cable TV to include original installation and any removal costs.
- C. Phone to include original installation and removal costs,

Lessee(s) fully agrees to hold the Lessor harmless for any and all unpaid utility bills.

**9. SMOKE DETECTORS:** Smoke detectors are provided by the owner and are operational on the date of this agreement. The Lessee(s) shall not remove the battery in each smoke detector and, at least (1) time every six (6) months during the term of this agreement will test all smoke detectors to ensure that all smoke detectors are operational. Lessee(s) shall promptly notify Lessor in writing if a smoke detector(s) is not operating.

**10. ALTERATIONS:** Lessee(s) agrees that no alterations, additions, additional locks , or bolts to the doors or windows, are to be made or added or paints or stains or screws, tape or glue to the woodwork walls, floors or furnishings are to applied without written consent of the Lessor. If Lessee is given consent to change any lock Lessee must forward two copies of keys to Lessor. Lessee also must change lock back at the end of lease. If Lessor provides this service there will be a \$30.00 fee per lock. Lessee(s) shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the owner. Lessee agrees that no representation as to condition of repair of the premises, and no promises to decorate alter, repair or improved the premises has been made, except such is contained in this Lease. Lessee(s) shall, on termination of this lease surrender to the Lessor the quiet and peaceable possession or the premises in as good order as it was at the commencement of the term, reasonable wear and tear accepted.

**11. HOLDOVER:** If the Lessee(s) shall remain and continue to be, in possession of the leased premises or any part thereof, after the termination of this lease, Lessor may treat such holding over as continuing the lease term on a month-to-month provided however, that the Lessor may, at any time cancel and terminate this lease and the Lessee's notice of such cancellation at least (30) days beforehand. If Lessee(s) has remained in the property for (30) days after the termination of this lease he shall give the Lessor at least (30) days notice of his plans to terminate the lease in order to give Lessor an opportunity to find a suitable tenant.

**12. ASSIGNMENT AND SUBLETTING:** Lessee(s) shall not assign this lease or any interest under it or sublet the premises or any part thereof or permit the use or occupancy of the premises or any part thereof by one other than the Lessee(s) and his immediate family without prior approval by Lessor which will also be subject to a \$150.00 fee. The premise as described in this lease is to be used and occupied for a residence and for no other purpose. The premises may be occupied by only those persons designated as Lessee(s) above and no other persons, Lessee(s) may not give accommodation to any roomers or lodgers, or extended visitors for a period of more than (7) consecutive days. This will constitute a violation of lease and may cause termination of lease.

**13. CONDUCT:** Lessee(s) agrees to Rules of reasonable conduct and regard for others with respect to noise, odors disposal of refuse, pets, parking lawns, and use of common areas shall be incorporated as conditions of the Agreement and shall be binding upon Lessee(s).

**14. MAINTENANCE/ REPAIRS:** Lessee(s) shall, at Lessee(s) own expense, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, upon the expiration of the term or upon earlier termination in the event of default hereunder, in as good condition as received, normal wear and tear accepted. Lessee(s) shall be responsible for damages or repairs caused by Lessee(s) act or omissions, whether intentional or unintentional, and the acts of any other persons including but not limited to his family, or invitees, or guests. Lessee(s) is responsible for all cleaning of the water closet throughout the duration of the lease. (See 4. "Other Restrictions of Lessee(s)) for additional terms.

**15. BALCONIES/PATIOS/PORCHES/HALLWAYS:** Do not hang clothing, laundry, rugs, mops or other articles from the balcony, patio, porches or out apartment doors. Only furniture designed for patio use is permitted on the balcony/patio porch. No overstuffed furnishings, bedding or like is permitted on any of them. Residents are solely responsible for actions or actions of their guest. Nothing is to be dropped off or thrown over the balcony. All are to remain clear and passable. Lessee(s) shall be given notice of the first violation of any such House Rules. Lessee(s) shall immediately comply. In the event a second notification of violation of the House Rules is given to the Lessee(s), Lessee(s) shall immediately comply with the Rules and also pay a \$25.00 charge to Owner. Should Lessee(s) continue the violation of Rules for which either of the notifications were issued or should violate any other Rules, Owner may, at Owner's option, declare Lessee to be in default under this Agreement. Noncompliance could result in eviction.

**16. RIGHTS OF LESSOR UPON DEFAULT:** Upon failure to pay any installments of rent, late fees, or any part thereof when due, or if Lessee(s) shall violate any other term, condition or covenant of this lease, or if Lessee(s) shall fail promptly to take possession of or shall abandon the premises, Lessor shall have the right to reenter and repossess the premises and at his option to change the lock on the entry door prevent Lessee(s) reentry into premises until such defaults are corrected, and remove all persons there from and to remove all property there from in such event this lease and all rights of the Lessee(s) as tenant shall terminate, but the Lessee(s) hereby waive notice of any failure default and of any demand by Lessor for repossession of the premises. Lessor shall not be required to exercise diligence in re-letting the premises in order to mitigate Lessee(s) obligations hereunder, nor will it be required to accept any tenant for the premises offered by the Lessee(s). The failure on the part of the Lessor to reenter or repossess the premises or to exercise any of its rights there under upon any default, shall not preclude the Lessor from the exercise of any such rights during the continuance of such default or upon any subsequent default. Acceptance of past due rent will in no way act as a waiver of Lessor's rights to terminate the lease for nonpayment of rent due and no notice or demand shall be required for the enforcement thereof. If lessee(s) shall violate or breach any term or condition of this lease, then Lessee(s) shall pay all costs and expenses including attorney's fees incurred by Lessor in connection with its exercising any rights or remedies it may have under this lease because of such violation or breach.

**17. RESERVED RIGHTS:** Lessor or any of his employees reserves the following rights to-wit: To enter the premises or any part thereof at a reasonable hour for inspection, repairs, alterations or additions, to exhibit the premises to prospective tenants, purchasers or others, or to display without molestation by the Lessee(s) "For Rent" and similar signs. Lessor also reserves the right at times during the lease to videotape and /or photograph the property identified in this lease to document any and all damages.

**18. LESSOR'S NONLIABILITY:** Lessor shall not be liable for damages to person or property sustained by the Lessee(s) or his employees, servants, invitees or other persons due to the building or any of the appurtenances becoming out of repair or arising from leakage of gas, water or sewer pipes or from defective wiring. Lessee(s) agree to indemnify and save the Lessor harmless from any and all claim and demands for damages to person or property and for loss of life and from any and cost damage and expense suffered on account of any fault or omission of the Lessee(s) arising from the violation of any law, ordinances or statute or from the Lessee(s) use and occupation of said premises. It is understood that Lessor does not maintain any insurance for the benefit of Lessee. It shall be the responsibility of the Lessee to carry insurance to cover any and all personal property within the demised premises.

**19. FIRE OR CASUALTY:** In the event the leased premises are totally destroyed by fire, wind or other causes beyond the control of the Lessor, or are town down by properly constituted authorities of the federal, state, county or city governmental authority, then in any of the events the lease shall cease and terminate as of the date of such destruction. If the leased premises are injured by fire, rain wind or other causes so as to render the premises untenable or partly unfit for use, but are repairable within a reasonable time, then this lease shall remain in full force and effective, but the Lessee(s) rent shall be proportionately reduced until the premises are repaired.

**20. POSSESSION:** If Lessor is unable to deliver possession at the commencement hereof, Lessor shall not be liable for any damages caused hereby, nor shall this agreement be void or void able, Lessee(s) shall not be liable for any rent until possession is delivered.

**21. HOUSE RULES:**

1. **Pets:** Lessee(s) agrees to keep NO dogs, cats, or other pets or animals on the premises. NO EXCEPTIONS! (See 5 "Pets", for additional, explanation)
2. **Refuse:** Lessee(s) shall place trash in receptacle provided in designated area and/or shall place trash in an acceptable container. The Muncie Sanitation Department will pick up and remove once per week on the appropriate day as designated by the Muncie Sanitation Department. If lessor removes debris from public thoroughfare to said premise, lessee(s) will be charged accordingly.
3. **Parking:** Lessee(s), guests, family, invitees and others are not allowed to park motorized and unmotorized vehicles to include but not limited to cars, trucks, trailers, motorcycles, boats, etc. in the yard area of the premises. All vehicles must be parked in the appropriate designated areas(s). Lessee(s) agree to be responsible for any and all damages resulting from the violation of this provision.

**22. COLLECTION FEE RESPONSIBILITY NOTICE:** Lessee(s) shall be responsible for any unpaid balance due and further the Lessee(s) agree to be responsible for the costs of collection, court costs, reasonable attorney fees and other expenses or fees of any type whatsoever, associated with the collection of any unpaid balance due and owing. This provision includes costs, fees and other expenses incurred with any collection company or agency, or in court of law or otherwise.

**23. NOTICES:** Any notice which either party may or is required to give, shall be sufficient if given by mailing the same, postage paid to lessee(s) at the address of the rental unit as shown at the beginning of this Agreement.

## **24. CHECKLIST FOR VACATING APARTMENT:**

1. Pull Refrigerator out clean all outside sides and top.
2. Sweep and mop floor behind refrigerator
3. Unplug, clean entire inside, door and freezer. (pull all shelves and drawers out and clean).
4. Pull stove out, sweep and mop floor.
5. Clean inside and outside of microwave
6. Clean inside oven, lower storage drawer, lift stove top up and clean under the drip pans, clean top of stove, drip pans, knobs, and all sides of the exterior of stove. If you have a microwave and/or dishwasher clean inside and out.
7. Wipe down the range hood
8. Wipe all cabinets and drawers out and wash outside of doors and drawers.
9. Scour both sides of the kitchen sink
10. Clean all countertops
11. Sweep and mop the entire kitchen floor

1. Bathroom floor must be swept and mopped.
2. Wipe the shower walls down
3. Clean bathtub, faucet and shower head
4. Clean entire outside of toilet
5. Clean inside toilet bowl
6. Wipe interior of medicine cabinet, windex mirrors
7. Wipe down interior and exterior of vanity, as well as sink and faucet
8. Sweep and mop floor.

- A. Wipe out all closet shelves- Bedrooms and Hall closet
- B. Clean interior and exterior of all windows with windex, wipe window seals warm soapy water.
- C. Ceiling fan in Dining Room -clean blades
- D. Check that all light bulbs are working correctly
- E. Check the furnace filter if needs replaced must be replaced
- F. Smoke detector needs to be in working order

**ALL CARPETS MUST BE PROFESSIONALLY SHAMPOOED YOU ARE REQUIRED TO PROVIDE A RECEIPT AT THE TIME OF THE EXIT APPOINTMENT  
ALL TRASH MUST BE REMOVED FROM THE APARTMENT  
IF YOU HAVE A STORAGE UNIT IT MUST BE COMPLETELY EMPTY**

**25. RIGHT OF ENTRY:** It is understood that the Lessor of the property or his authorized agents shall have the right to enter this property at any time for the purpose of an inspection or for repairs. Reasonable attempts to contact the tenant will be made. In the event that contact has not been made, Lessor reserve the right to enter the property for the above-described purposes. Also, in case of an emergency, the Lessor, or authorized maintenance contractors may enter the rental unit at any time without prior notification. Also upon notification that Lessee(s) will not be renewing said lease, landlord may have access for the purpose of releasing the unit.

**26. REFERENCES:** Lessor reserves the right to cancel this lease by giving Lessee(s) written notice and returning any deposits or rent received within three (3) days of the date of execution of this lease based on his evaluation of any reference provided by Lessee(s).

**27. RETURN OF KEYS:** Return of ALL KEY(S) is due upon expiration of lease. Lessee(s) are subject to a charge of \$30.00 per incident, Monday through Friday (9:00a.m.-5:00p.m.) and \$45.00 after these hours, when Lessor is required to unlock said premise. There will be an additional \$10.00 per key charge for all lock system keys not returned and also for any and all keys replaced and re-issued during their term of the lease.

**28. ADDITIONAL TERMS AND CONDITIONS:** This is a lease only.

**29. RENTAL PAYMENTS ARE TO BE MADE TO:**

The 400 Corporation  
818 Riverside Ave. Apt. G-2  
Muncie, IN 47303

**30. THE FOLLOWING INDIVIDUALS FULLY UNDERSTAND AND AGREE MUTUALLY AND INDIVIDUALLY TO THE ABOVE TERMS OF THIS LEASE,** we further agree that there are no verbal agreements in addition to this lease. I (we) as the Lessee(s) of the above-designated property have read, understand, and agree to abide by the covenants and agreements contained herein. In witness whereof, the parties have interchangeably set their hands on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Lessor

Lessee(s)

The 400 Corporation \_\_\_\_\_

1. \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Co-Signer

Date \_\_\_\_\_

2. \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_  
Co-Signer

Emergency ONLY phone/text #

765-212-7774

Maintenance

3. \_\_\_\_\_

\_\_\_\_\_  
Co-Signer