

1. Lease Agreement

1.1 LANDLORD, TENANT, AND PREMISES

This Lease Agreement, herein "Lease", dated 04/29/2020, by and between Bloomington Services LLC (dba BPS) as Agent for Property Owner, herein "Landlord": 123 Sample St LLC, and the individual(s) listed below, herein referred to jointly and severally as "Tenant":

David Sample, Sarah Jones, Suzie Sanders

Landlord hereby leases to Tenant, the premises at address below, herein "Premises":

123 Sample St
Bloomington, IN 47401

1.2 LEASE TERM

The term of this Lease shall begins: 08/10/2020 at 1:00 PM, unless otherwise scheduled via Landlord written approval, and ends: 07/30/2021 at 8:00 AM, unless terminated or renewed per the terms and conditions of this Lease.

1.3 RENT

The total rent for the term of this Lease shall be in the amount of: **Twenty-Five Thousand, Two Hundred Dollars (\$25,200.00)**, which shall be paid in full and in advance in **Twelve (12) equal rent installments of: Two Thousand, One Hundred Dollars (\$2,100.00)**.

Rent installments due by the following schedule:

Rent installment 1:	Lease signing	Rent installment 2:	9/1/2020	Rent installment 3:	10/1/2020
Rent installment 4:	11/1/2020	Rent installment 5:	12/1/2020	Rent installment 6:	1/1/2021
Rent installment 7:	2/1/2021	Rent installment 8:	3/1/2021	Rent installment 9:	4/1/2021
Rent installment 10:	5/1/2021	Rent installment 11:	6/1/2021	Rent installment 12:	7/1/2021

Payments are to be made on or before the first (1st) day of each month without deduction or demand via **electronic check via tenant online account portal**. If payment must be made via check or money order, funds shall be made payable to: **123 Sample St LLC**, mailed to the following address: **P.O. Box 7284, Bloomington, IN 47407**.

1.4 LATE PAYMENTS

Tenant agrees to make all payments on or before the due date. Failure to do so causes Landlord to incur damages in the form of added administrative expense and time, in an amount which is uncertain. Accordingly, Tenant agrees that it is reasonable for the Landlord to charge a fee in the form of liquidated damages. In the event that any invoice or account balance line item (i.e. a rent installment, a utility installment, a service work order, etc.) is not paid in full on or before its due date, then Tenant agrees to pay a late payment fee in the amount of Ten Dollars (\$10.00) for each day that said balance remains unpaid. Total late payment fees not to exceed 5% of the total amount of the unpaid posted invoice or account balance line item. A bad check constitutes nonpayment and an NSF fee of Thirty-Five Dollars (\$35.00) will be charged in addition to any applicable late fees. Landlord reserves the right to accept only certified funds after one (1) Tenant check has been returned unpaid by the bank. Upon Tenant request Landlord will "hold" checks for the requested time however any and all late fees will still apply.

1.5 SECURITY DEPOSIT

At Lease signing Tenant shall deposit with Landlord an amount of: **One Thousand, Six Hundred Dollars (\$1,600.00)**, due at Lease signing, as a security deposit for the performance of each and every provision of this Lease. Tenant may not deduct any rent payments from the security deposit. Tenant authorizes Landlord to deduct the following charges, those noted below and those applicable in accordance with Lease, from the security deposit amount:

1. **Damage(s)**: The cost associated with contracting for and the payment of any repairs, replacements, repainting, pest control and other such expenses relating to the Premises, fixtures, appliances, systems and furniture (if applicable) incurred by the Landlord as a result of Tenant (including family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises) action or inaction, excepting normal wear and tear, will be deducted from the Tenant security deposit.

2. Excessive Cleaning: Tenant agrees to return premises at Lease end in the condition it was provided at move-in. If, at Lease end, excessive cleaning is required of Landlord, beyond normal wear and tear, to return premises to move-in condition, Tenant shall be responsible for the additional costs associated with returning the premises to move-in condition. The additional costs will be deducted from the Tenant security deposit.
3. Rent, Late Fees, and Unpaid Balances: Any unpaid rent installment(s), late fee(s), bad check fee(s), unpaid account balances, or portions thereof, as provided by the terms of this Lease, will be deducted from the Tenant security deposit.
4. Utilities and City Fines: The cost of any unpaid City of Bloomington Tenant fines or invoices for utilities for which the Tenant is responsible and which are left unpaid at the termination of this Lease will be deducted from the Tenant security deposit (i.e. Tenant is responsible for the cost of all applicable utilities and fines for the entire Lease term).
5. Abandoned Property and Debris: The cost of disposing of any abandoned property or debris left in or around the Premises after Tenant has vacated the Premises will be deducted from the Tenant security deposit.
6. Legal Fees: The cost of any attorney fees, court costs, discovery costs or other such costs incurred by Landlord as a result of Tenant breach of any term of this Lease, or the defense of any lawsuit in which Landlord is deemed not in breach, will be deducted from the Tenant security deposit.
7. Non-Consummated Lease: The full amount of the security deposit will be forfeited if Tenant fails to consummate this Lease Agreement and does not take possession of the Premises.

These provisions shall in no way limit Landlord right to recover amounts which may be owed by Tenant in excess of the security deposit. If the balance of the security deposit is in excess of the damages, then said balance will be returned to Tenant at the agreed upon forwarding address, without interest, within forty-five (45) days after the termination of this Lease or any subsequent renewals of this Lease. Landlord will not divide any security deposit refund among separate Tenants and is not responsible for apportioning the balance of any security deposit among Tenants. If the amount of damages caused by Tenant is in excess of the security deposit amount, then Tenant agrees to pay to Landlord the amount of any such excess within thirty (30) days from the date of said notice. Security Deposit disputes must be submitted in writing and within ten (10) days from the date of said notice.

Landlord is authorized to send security deposit refund minus all applicable deductions, pursuant to this Lease, to the following Tenant: **David Sample**. In lieu of confirmation of a forwarding address, the deposit will be mailed to Premises address. It shall be Tenant responsibility to set up a forwarding address with USPS on or before Lease end.

1.6 MOVE-IN FEE

Tenant shall pay to Landlord a move-in fee in the amount of: **Five Hundred Dollars (\$500.00), due at Lease signing**. Move-in fee covers administrative and other costs associated with preparing the premises for move in at Lease start, and to return to move-in condition at Lease end. Move-in fee is nonrefundable.

1.7 INSPECTIONS

A joint inspection with at least one (1) Tenant to this Lease will be scheduled to document move-in. An inspection report and inventory shall be completed during the move-in inspection describing the condition of the Premises and shall be signed by at least one (1) Tenant to the Lease. The inspection report and inventory shall be made a part of this Lease. A move-out inspection and inspection report and inventory will also be conducted at Lease termination. Please contact Landlord to schedule joint inspection at move-out. Any damage to the Premises caused by an act or omission of Tenant and not identified on the move-in inspection report and/or inventory, other than normal wear and tear, shall be the Tenant responsibility. Tenant possession of the Premises indicates Tenant acceptance of the Premises in an "as-is" condition. Landlord may schedule, in advance, with notice, quarterly/bi-annual/etc. routine inspections of the entire property for the purpose of maintenance, and to ensure Tenant is in compliance with all terms of this Lease.

1.8 USE OF PREMISES

Tenant agrees to use the Premises exclusively as a private residence only for those individuals identified as a Tenant in this Lease. Tenant agrees not to make any changes of any nature to the Premises without first obtaining Landlord written consent. Tenant agrees not to store items or personal property outside the confines of the interior of the Premises and in accordance with all City rules and regulations. Tenant further agrees to abide by all local, state, and federal laws governing the Premises. Landlord reserves the right to amend or modify rules or regulations with notice, as Landlord believes reasonably necessary, and Tenant agrees to abide by such amendments and modifications. Tenant may not use the Premises to practice music (band practice) or give instruction in music or physical training. Tenant may not use or advertise Premises for the purpose of offering Premises as a short-term rental (example: Airbnb and other similar agreements). Tenant agrees not to cause or permit any disturbance, noise or other annoyance detrimental to the reasonable comfort of nearby dwellings or offices. Tenant agrees and understands that three (3) or more written warnings of this disturbance or violation shall be deemed just cause for eviction and shall constitute a default of this Lease.

1.9 UPKEEP

Tenant agrees, during the term of this Lease, to take good care of the Premises, its fixtures, appliances and equipment. **Tenant agrees to keep the Premises, at Tenant sole cost and expense, in a clean, aesthetically pleasing and sanitary condition, interior and exterior.** Tenant agrees to take appropriate precaution against the presence of insects, bugs and vermin (Landlord is not responsible for, and this Lease will not be affected by, the presence of insects, bugs and vermin, but Landlord will arrange for treatment, if necessary, at Tenant cost). Tenant agrees to promptly notify Landlord of any damage or need for repairs to the Premises. Tenant agrees to refrain from activity in or around

the Premises that could damage or decrease the value of the Premises. Tenant agrees to place all trash in suitable containers and dispose of said trash in the area designated for disposal or pick-up. At the termination of this Lease, Tenant agrees to return the Premises to Landlord in the same condition as received by Tenant at move-in. Tenant agrees to be responsible for any loss or damage caused by an act or omission of Tenant, family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises.

1.10 UTILITIES

Tenant agrees to place all applicable utilities to Premises in the name of Tenant prior to the Lease start date and to leave all such utilities in Tenant name for the entire duration of the Lease. All applicable services must remain uninterrupted throughout the term of the Lease, including but not limited to: Tenant may not turn off breakers at any time unless warranted for safety or repair, in which case it is Tenant responsibility to inform Landlord of unsafe condition or needed repair. In the event that Tenant fails to honor the aforementioned obligation regarding the placement of utilities in Tenant name, and Landlord is billed for utilities used during the Lease term, then Landlord may charge Tenant an administrative fee of Thirty Dollars (\$30.00) per occurrence. Tenant agrees to pay for all such utilities within ten (10) calendar days of such notice. Tenant agrees that Landlord shall not be responsible for any failure in utility service arising from causes beyond Landlord reasonable control. **It is Tenant responsibility to arrange for utilities prior to the beginning of the Lease. Failure to do so may result in the Premises being without utilities upon Tenant move-in or to be disconnected at any time during Lease term.** Tenant/Landlord utility responsibility is as follows:

Electric:	Tenant	(sign up at www.duke-energy.com)
Gas:	Tenant	(sign up at www.vectren.com)
Water:	Tenant	(sign up at bloomington.in.gov/utilities)
Trash:	Tenant	(billed by City of Bloomington with Water)
Internet/TV:	Tenant	(dish service requires Landlord approval)
Snow Removal:	Tenant	
Lawn Care:	Landlord	

1.11 LANDLORD ACCESS

Tenant shall permit Landlord or Landlord Agent and employees to enter the Premises during all reasonable hours to examine and protect the Premises, to show the Premises to prospective buyers or renters, to make repairs, additions, alterations, preventive maintenance or treatment and for any other reasonable necessity requiring such entry. Landlord will attempt to give Tenant reasonable notice of any such intended entry into the Premises, when possible. Landlord may enter the premises at any time in the event that Landlord determines that an emergency or other situation exists which requires immediate attention. **Tenant may not add/change interior door knobs to keyed lock knobs/deadbolts without prior Landlord written approval and coordination.** Tenant accepts and understands that Tenant will be responsible for charges associated with removal/replacement of unauthorized lock additions/changes.

1.12 MAINTENANCE

Landlord agrees to keep the Premises, including any applicable furniture and appliances furnished, in reasonable repair during the term of this Lease. Tenant agrees to promptly report the need for maintenance to Landlord, including emergency maintenance. When the need for maintenance has been caused by the willful or irresponsible conduct of Tenant, family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises, Landlord will repair the Premises on account for Tenant. The cost of any such repair work necessitated by Tenant, family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises shall be billed to Tenant and paid by Tenant within ten (10) calendar days of notice of billing. Further terms and conditions regarding the maintenance of the Premises are as follows:

- Tenant Negligence.** Tenant accepts and understands that Tenant will be responsible for charges associated with the Landlord maintenance, repair or replacement caused by Tenant (including family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises) negligence, including but not limited to, such items as stopped-up toilets, malfunctioning garbage disposals due to improperly disposed items (such as glass, coins, bottle caps, silverware, excessive food, etc.), damage caused by running the dishwasher with stopped-up sink, improper use of appliances, damaged locks, lost keys (to be charged at minimum rate of Fifteen Dollars (\$15.00) per key), holes in the walls and ceiling, showering without proper shower curtain/door use, burned out light bulbs, and other such items. Labor for Landlord in-house maintenance staff is charged at the rate of Thirty-Nine Dollars (\$39.00) per man-hour for work completed during normal business hours and Fifty-Nine Dollars (\$59.00) per man-hour for work completed during times outside normal business hours (weekends, evenings, etc.). In the event that Tenant fails to make payment for such maintenance within ten (10) calendar days of notice of billing, said amount shall be subject to late payment fee as described in paragraph four (4) and may be deducted from Tenant security deposit.
- Excessive Utilities.** Landlord shall not be responsible to Tenant for reimbursement of excessive water/sewer bills due to running or overflowed stools, busted pipes or faucets, the reimbursement of excessive electric/gas bills resulting from open or broken doors or windows, or other such charges. It is Tenant responsibility to promptly report the need for the maintenance of such items to Landlord.
- Securing Premises.** Tenant agrees to take appropriate precaution against unauthorized entry into the Premises by locking and securing doors and windows. Tenant agrees to promptly report doors and windows that will not lock to Landlord.
- No Reduction in Rent.** Tenant agrees that no reduction of rent shall be claimed or allowed to Tenant due to any inconvenience or discomfort arising as a consequence of any maintenance, repair or replacement made in or around the Premises when such maintenance, repair or replacement is beyond the reasonable control of Landlord.

5. Renters Insurance and Personal Property. Tenant is responsible for obtaining and maintaining insurance on Tenant personal property. Landlord is not responsible or liable in any way for damage or loss to Tenant personal property. Landlord advises Tenant to obtain renters insurance. Any personal property left in the Premises after the termination of this Lease for any reason shall be deemed abandoned. Tenant hereby authorizes Landlord to dispose of any such personal property as Landlord deems advisable and Tenant hereby expressly releases Landlord of and from any and all claims and liability for damage or loss of personal property left in or around the Premises by Tenant upon the termination of this Lease or the abandonment of the Premises. Tenant will be responsible for all cost associated with the removal and disposal/storage of any such property.

1.13 JOINT AND SEVERALLY LIABLE

Each individual signing this Lease as a Tenant agrees to be jointly and severally liable to the Landlord for the full performance required herein and for any damages resulting from a breach or default of Tenant obligations. "Joint and severally liable" is a legally binding phrase which means, among other obligations, each individual signing this Lease as a Tenant is legally responsible to the Landlord for any and all obligations required herein (rent, damages, etc.) versus a pro-rata share of any such obligation.

1.14 TENANT DISPUTES AND LEGAL ADVICE

Landlord is not responsible in any way for resolving disputes among or between the individual Tenants to this Lease. Landlord advises Tenant to seek the advice of a licensed attorney with any and all legal questions including but not limited to Tenant disputes.

1.15 PETS

Tenant agrees that no pet or animal of any kind is permitted in or around the Premises at any time for any reason at any duration (no pet-sitting is allowed) without Landlord written consent via signed pet addendum. Tenant agrees not to allow any family member, guest, invitee, agent, employee or any other person that Tenant permits to be in or around the Premises to allow a pet or animal in or around the Premises, even on a temporary basis. In the event of Tenant violation of this provision for any reason (a pet is observed), Tenant agrees rent installments shall increase by Five Hundred Dollars (\$500.00) for each remaining rent installment due, including the month of observance, plus the cost associated with any flea, odor, stain removal, and carpet replacement deemed necessary by Landlord. Aquariums larger than twenty (20) gallons are not permitted. Violation of this provision constitutes a default of this Lease.

1.16 SUBLEASE

Landlord does not permit subletting of the premises, Lease, etc. without written (i.e. signed Sublease) Landlord approval. A subTenant must go through the full application process, meet all requirements of the original Tenant, and be approved by all on the original Lease. Landlord reserves the right to deny Tenant request to sublet for any reason.

1.17 WINTERIZING

Tenant agrees to take appropriate winterizing precautions to help insure that the plumbing servicing the Premises does not freeze. **Tenant agrees to maintain interior Premises temperature at or above fifty-five (55) degrees Fahrenheit if exterior temperatures fall below forty (40) degrees Fahrenheit at any time during the Lease term.** Tenant agrees that electricity, gas (if applicable), and water will remain on, in good standing with service provider, and in Tenant name throughout the term of this Lease. Tenant failure to take appropriate winterizing precautions could result in Tenant being assessed charges associated with any maintenance, repair or replacement necessitated by such failure.

1.18 PROHIBITED ITEMS AND ACTIONS

Tenant agrees not to keep any water beds on or about the Premises, or any other article or item that would be likely to damage the interior or exterior of the Premises or be hazardous to life or property. Tenant agrees not to act in a manner that might cause injury to Tenant or others and to refrain from activity that might damage the Premises or surrounding common areas.

1.19 PARKING

Landlord does not guarantee on-site parking as part of this Lease Agreement. Landlord shall not be liable for any towing charge or damage to vehicle resulting from unauthorized parking by Tenant (including family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises). Tenant and/or guests may not park in the grass. Tenant may not sell or rent parking spaces for any duration or purpose including but not limited to charging to park on Premises for any reason.

1.20 DESTRUCTION OF PREMISES

In the event that the Premises become uninhabitable by reason of fire, accident or other cause beyond Tenant reasonable control and altogether not caused by the negligence of Tenant, Tenant family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises, then rent shall be due only up to the date of such damage or destruction. If Landlord chooses to rebuild/repair the Premises, Landlord may provide adequate alternative living accommodations at Landlord expense without abatement of rent.

1.21 DEFAULT AND REMEDIES

If the Tenant fails to make payment, when due, in any amount required by this Lease, or if Tenant fails to perform as required by any provision of this Lease, Tenant shall be in default. In the event of such default, Landlord may re-enter and take possession of the Premises and have Tenant and property removed there from. In the event of such default or eviction, all remaining rent shall become immediately due and payable without further notice. In the event of such default or eviction, Landlord may re-let the Premises upon terms and conditions as deemed appropriate by Landlord and such re-letting shall in no way affect the liability of Tenant. Any amounts obtained by Landlord via such re-letting shall be first applied toward the expenses associated with the re-letting of the Premises with the remainder, if any, to be applied toward Tenant obligations herein. Tenant agrees that Landlord is not limited to the remedies referenced above and may seek any other remedy against Tenant as allowed under applicable law. Tenant agrees to be responsible and pay for any legal expense, attorney fees, discovery fees, court costs and other such fees and expenses incurred by Landlord in Landlord effort to enforce the terms and conditions of this Lease.

1.22 LIMITED LIABILITY

Landlord shall not be responsible or liable for any damage or injury sustained by Tenant, family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises. Tenant hereby agrees to waive any and all claims against Landlord for personal injury and any loss or damage to property.

1.23 APPLICATION AND REFERENCES

Landlord offers this Lease to Tenant based upon the representations made on the application(s) submitted by Tenant. If any such statement is misleading, incorrect or false the Landlord shall have the right to terminate this Lease as any such misrepresentation shall constitute a default by Tenant of this Lease. Tenant authorizes Landlord to conduct a credit, background, and reference check as provided by Tenant, and Tenant understands if such check reveals any evidence of credit unworthiness or dishonesty the Landlord may terminate this Lease.

1.24 RENEWAL OF LEASE

Landlord reserves the right to deny Tenant request to renew this Lease, and to modify the amount of rent due for any such renewal.

1.25 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards on the Premises.
- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards on the Premises.

The "Protect Your Family From Lead in Your Home" pamphlet provided by HUD is available online at <http://www2.epa.gov/lead/protect-your-family-lead-your-home>. Landlord has hereby informed Tenant of Landlord obligations under 42 U.S.C. 4852(d) and is aware of their responsibility to ensure compliance.

1.26 MISCELLANEOUS PROVISIONS

This Lease shall be subject to the following miscellaneous provisions:

1. Entire Agreement. This Lease and the exhibits hereto represent the entire agreement by and between Landlord and Tenant. Landlord has made no representations or promises with respect to the Premises except those representations and promises contained herein. Landlord does not make verbal agreements. All agreements must be in writing and full executed (i.e. signed by all parties).
2. No Waiver by Landlord. Landlord failure to insist on the strict performance of any provision of this Lease or exercise any right or remedy shall not constitute a waiver of any breach of this Lease by Tenant or a waiver of Landlord right to exercise any right or remedy. Landlord acceptance of any full or partial rent payment by Tenant shall not constitute a waiver by Landlord of any breach or default by Tenant.
3. Severability. Should any provision(s) of this Lease be declared invalid or unenforceable by a court of competent jurisdiction or statute, the remaining provisions of this Lease shall remain in full force and effect. This Lease shall be construed under the laws of the State of Indiana and the venue for any dispute shall be in Monroe County, Indiana.
4. Common Areas. In the event that any recreational facilities and/or common area space shall be associated with the Premises, Tenant acknowledges that such areas are under the exclusive control of the Landlord or applicable Homeowner Association, and that Tenant (including family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises) shall abide by all applicable rules and regulations governing such areas and use such areas at their own risk.
5. Other Tenant Defaults. If, prior to the start date provided herein, Tenant defaults in the performance of any other agreement with Landlord which Tenant and Landlord may have together, Landlord shall have the option of terminating this Lease with written notice. Tenant does not have the option to terminate Lease, and remains obligated under all applicable terms of this Lease upon signing by all parties unless otherwise agreed in writing by Landlord and Tenant.

6. Availability of Premises. Tenant initial access to the Premises is dependent upon the previous Tenants vacating the Premises. Landlord will take reasonable steps to insure such vacating by previous Tenants but does not accept any liability for unforeseen circumstances. In such an instance, Landlord will provide reasonable temporary living accommodations, without abatement of the rent provided herein.
7. Reasonable Notice and Postings. Reasonable notice, balance statements, etc. will be delivered/posted via one or more of the following: Premises front door / mail, Tenant e-mail, and Tenant phone number via SMS/MMS (text message) / voicemail. Tenant is responsible for providing Landlord with updated contact information.
8. Smoking. Smoking of any tobacco or substance (cigarettes, cigars, hookah, marijuana, etc.) is not permitted inside the Premises at any time. Tenant understands that any damage caused by smoking any substance will be considered damage. Damage includes but is not limited to: deodorizing carpet, additional paint preparation, replacement of window furnishings, repair or replacement of carpet, countertops, or any other surface damaged due to burn marks and/or smoke damage. Tenant agrees to pay any costs incurred to ionize the Premises to remove any unwanted odors.
9. Exterior signage, banners, etc. Tenant agrees that no exterior signage (i.e. fraternity/sorority, team flags, bed sheets, posters, etc.), placed by Tenant (including family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises), will be affixed to the Premises (or hung outside of windows, placed in the yard, etc.) without prior Landlord written approval. Any such item may be removed by Landlord at Tenant expense. Landlord may place leasing/management signage within City rules and regulations on Premises exterior and/or yard at any time.
10. Roof Access: At no time shall Tenant (including family, guests, invitees, agents, employees or any other person that Tenant permits to be in or around the Premises) get onto the roof of the Premises unless in case of a fire emergency where no other option is available. Tenant agrees and understands that three (3) or more written warnings of a roof access related violation shall be deemed just cause for eviction and shall constitute a default of this Lease.
11. Visitor Maximum. At no time shall Tenant host a party, gathering, or event which would disturb other tenants/neighbors, or put the property at risk of damage/local ordinance violation. Tenant agrees and understands that three (3) or more written warnings of a visitor maximum related violation shall be deemed just cause for eviction and shall constitute a default of this Lease.
12. Light Bulbs. Tenant shall be responsible to replace reasonable-to-reach (without a ladder) standard light bulbs.

1.27 SMOKE DETECTOR COMPLIANCE

Indiana Code 32-31-5-7 requires that (a) at the time the landlord delivers a rental unit to a tenant, the landlord shall require the tenant to acknowledge in writing that the rental unit is equipped with a functional smoke detector, and (b) neither the landlord nor the tenant may waive, in a rental agreement or a separate writing, the requirements under IC 22-11-18-3.5.

Indiana Code 22-11-18-3.5 details the installation of smoke detectors according to code.

Indiana Code 32-31-7-5 requires the tenant to ensure that each smoke detector installed in the tenant's rental unit remains functional and is not disabled. If the smoke detector is battery operated, the tenant shall replace batteries in the smoke detector as necessary. If the smoke detector is hard wired into the rental unit's electrical system, and the tenant believes that the smoke detector is not functional, the tenant shall provide notice to the landlord by written notification of the need to replace or repair the smoke detector.

A landlord who violates Indiana Code 22-11-18-3.5 (1) at the time the landlord delivers a rental unit to a tenant, or (2) if the smoke detector is wired into the rental unit's electrical system, by failing to repair or replace the inoperable smoke detector not later than seven (7) days after receiving written notice by certified mail (return receipt requested, of the need to repair or replace the inoperable smoke detector), commits a Class B infraction (up to a \$1,000 fine). However, the offense is a Class A infraction (up to a \$10,000 fine) if the landlord has a prior violation for an offense under this section.

1.28 OCCUPANCY

The Lease and occupancy permit for this unit legally allows for no more than the following number of individuals: **Three (3)**. Rent is determined by the number of tenants on the Lease, and is subject to increase if the number of tenants increases, up to the maximum number of occupants allowed.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
David Sample

X _____
Joe Sample

X _____
Sarah Jones

X _____
Sam Jones

X _____
Suzie Sanders

X _____
John Sanders

BPS SAMPLE LEASE

◆ **RENTAL OCCUPANCY PERMITS**

Always review the **Rental Occupancy Permit** prior to signing a lease. The Permit has valuable information, and the owner of the property should have a copy posted in the unit.

The Rental Occupancy Permit will tell you:

- ⇒ *The number of legal bedrooms.*
- ⇒ *The legal number of tenants allowed to occupy the unit.*
- ⇒ *Variance information. Some properties in Bloomington have been granted variance from the code. Many of these variances have conditions that must be met in order for the variance to be valid.*
- ⇒ *The date the property was last inspected and the date the permit expires.*

◆ **A JOINT INSPECTION OF THE PROPERTY IS REQUIRED.**

BMC 16.03.050

1. **MOVE IN:** An owner must arrange, with the tenant, a joint inspection of the unit within 10 days of occupancy. The owner and the tenant shall jointly complete an inventory and damage list. This shall be signed by all, duplicate copies shall be retained by all and shall be deemed part of the tenancy agreement.

2. **MOVE OUT:** The owner shall contact the tenant and arrange a joint inspection at the end of the tenancy and prior to a new occupant. Any damages to the unit shall be noted on the list and signed. Pursuant to I.C. § 32-31-3-12, any portion of the security deposit due the tenant shall be refunded not more than 45 days after termination of the rental agreement provided the tenant provides the owner a **written forwarding address.**

Tenants: if available and if not part of your existing lease, list your permanent or forwarding address here:

Note: Acting in good faith, if the owner is unable to schedule the inspection, he may show compliance by producing the following: a copy of a letter to the tenant stating the time and place of the inspection and a normal business record showing the letter was mailed to the tenant by first class mail at least two days prior to the inspection. The owner shall note on a signed and dated inspection report any damages which exceed normal wear and tear and retain that summary for a minimum of the present lease period and two subsequent lease periods, or for a period of four years, whichever is less.



Your unit should be clean when you move in and when you move out.

◆ **KNOW WHO TO CONTACT IF YOU HAVE PROBLEMS OR QUESTIONS**

The code requires disclosure of who manages or owns the unit and their usual address. This information is to be kept current.

Owner/manager contact information:

Name BPS

Address PO Box 7284, Bloomington, IN 47407

Phone 812-318-1177

◆ **PROBLEMS WITH THE RENTAL UNIT**

If you experience problems with your rental unit, call your landlord/agent and report the problem to them. Agree on a time by which the problem is to be rectified. If the problem is not rectified by the agreed time and the problem is a violation of the Residential Rental Unit and Lodging Establishment Inspection Program, you may file a complaint with HAND at 349-3420. Complaints must be signed prior to an inspection being conducted. The complaint inspection shall be limited to the items complained about unless the officer finds the unit in such repair that a complete inspection is required to effectuate the code.

Following is a very brief summary of the Residential Rental Unit and Lodging Establishment Inspection Program. If you want to review the complete code, it is on the Web at www.bloomington.in.gov/documents/viewDocument.php?document_id=7255

Note: The code prohibits retaliatory eviction or the threat of such action for requesting an inspection as provided for in this code.

Title XVI of the Bloomington Municipal Code exists to protect public health, safety and welfare; to protect the character and stability of neighborhoods and the downtown; to assist in elimination of blight; and to regulate and license the commercial business of letting properties to ensure the stability of approximately 60% of the City's housing stock. The code establishes minimum maintenance standards, basic equipment and facilities standards and is to be construed as to prevent unsafe living conditions for all. The Code requires that all rental properties in the city, with a few special exceptions, must be inspected and have valid Rental Occupancy Permits.

CHECK THE FOLLOWING WHEN YOU SIGN YOUR LEASE

- 1) The **maximum occupant load** for my unit is 3 / . (Number / Initial)
- 2) I have reviewed the **Rental Occupancy Permit** for the unit I am renting. (initial)

Use this brochure!

This brochure should be filled out and signed by all parties. Copies of this summary and the joint inspection should be retained by all.

Date _____ Tenant's signature _____

Date _____ Tenant's signature _____

Date _____ Tenant's signature _____

Date _____ Tenant's signature _____

Date _____ Tenant's signature _____

Date _____ OWNER/AGENT'S SIGNATURE _____

Title XVI of the Bloomington Municipal Code, Residential Rental Unit and Lodging Establishment Inspection Program, is divided into chapters. A brief summary of those chapters and how they apply to both property owners and tenants is outlined below.

Chapter 1; Ordinance Foundation

- * Scope and intent of the code: To protect rental occupants and the property they occupy.
- * Jurisdiction of the code.
- * HAND Department is responsible for the enforcement of this Title.

Chapter 2; Definitions

- * Article 2 defines all relevant terms used in the Residential Rental Unit and Lodging Establishment Inspection Program .

Chapter 3; Administration of Residential Rental Units

- * Registration of rental units and occupancy permits required
- * Inspection of rental units required
- * Inventory & Damage List required
- * Fees for the Inspection program

Chapter 4; Property Maintenance

- * Governs the minimum conditions and responsibilities of persons for the maintenance of residential rental unit sand their premises
- * Exterior property areas and the exterior structure and its accessory structures must be clean, safe and sanitary
- * Interior structure and all equipment must be clean, safe, and sanitary, and in good repair; equipment shall be maintained.
- * Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered and done in accordance with any applicable rules or regulations established by the United States' Environmental Protection Agency or the Indiana Department of Environmental Management.
- * Tenants shall keep the interior free of rubbish or garbage, and shall dispose of such rubbish or garbage in approved containers.
- * Extermination/Pest Control: Residential rental units shall be kept free from pests.

Chapter 5; Lodging Establishments

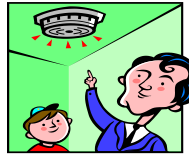
- * Right of HAND to inspect a lodging establishment following a written and signed request; or probable cause by Director to believe the lodging establishment is in violation of this Title.

Continued →

Chapter 7; Smoke Detectors for Residential Units (for effective dates, see BMC 16.07.090)

- * Outlines requirements for smoke detectors in residential rental units

Indiana State Code requires landlords to deliver their rental units to tenants equipped with functioning smoke detectors and for the tenants to acknowledge this in writing at the time they take over the property by signing a Smoke Detector Compliance Form, found at bloomington.in.gov/hand. **It is the tenants' responsibility to make sure the smoke detectors remain functional and are not disabled. It is the tenants' responsibility to replace batteries in the smoke detectors as necessary.** If the tenants believe a smoke detector is not functioning properly, they must inform the landlord in writing by certified mail (return receipt requested) to rectify the situation.



Check your smoke detector once a month. Let your landlord know right away if there is a problem with it.

Chapter 10; Enforcement, Penalties, Appeals and Variances

- * Any person directly affected by a decision of the Director or order issued under this Title, and related to a residential rental unit, shall have the right to appeal to the Board of Housing Quality Appeals.



Bloomington Municipal Code Title 6 allows the City to issue tickets of up to \$150 for improper storage or disposal of trash. Title 6 also allows the City to issue tickets of up to \$150 for grass or weeds over 8 inches in height. Take care of the property you live in and avoid tickets.

RECYCLING COLLECTION IS FREE!

City of Bloomington Sanitation Department collects plastics #1-7 ; paper and cardboard; metal and aluminum; and glass. Recycling is picked up every other week on your regular collection day.

Rental Information for Bloomington



**If you don't read anything else,
make sure you read this!**

TENANTS' AND OWNERS' RIGHTS AND RESPONSIBILITIES

**City of Bloomington Housing and
Neighborhood Development**

(HAND)

(812) 349-3420

P.O. Box 100

401 N. Morton St.

Bloomington IN 47402

Property address: 123 Sample St
Bloomington, IN 47401

Revised January 31, 2013

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123_Sample_St___Tenants____Owners_Rights_and_Responsibilities_10

X _____
Lessee David Sample

Date Signed

X _____
Co-signer Sam Jones

Date Signed

X _____
Co-signer Joe Sample

Date Signed

X _____
Lessee Suzie Sanders

Date Signed

X _____
Lessee Sarah Jones

Date Signed

X _____
Co-signer John Sanders

Date Signed

BPS SAMPLE LEASE

3. Sign and Accept

3.1 TOTAL DUE AT SIGNING

Payments due upon signing, or under payment plan otherwise agreed between Landlord and Tenant:

Security Deposit:	One Thousand, Six Hundred Dollars (\$1,600.00)
Move-in Fee:	Five Hundred Dollars (\$500.00)
Rent Installment 1:	Two Thousand, One Hundred Dollars (\$2,100.00)
Total due at Lease signing:	Four Thousand, Two Hundred Dollars (\$4,200.00)

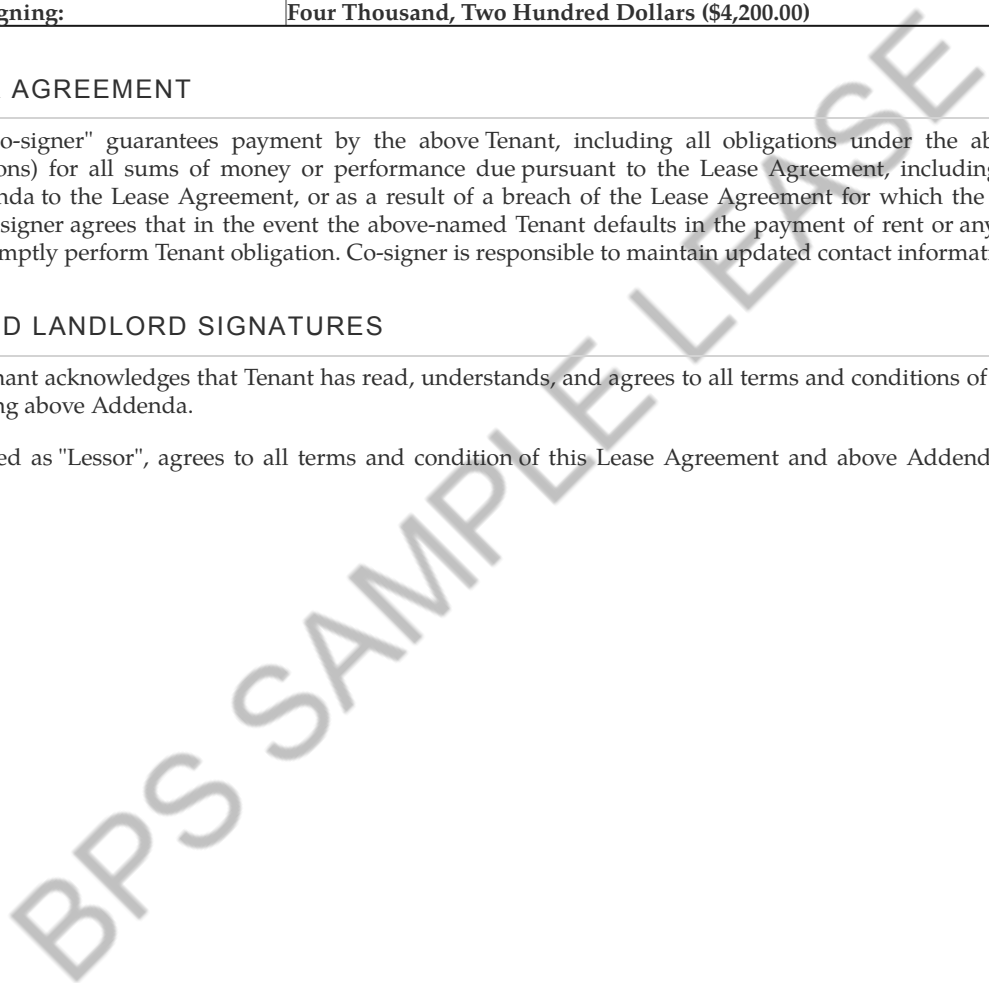
3.2 CO-SIGNER AGREEMENT

The undersigned "Co-signer" guarantees payment by the above Tenant, including all obligations under the above-referenced Lease Agreement (all sections) for all sums of money or performance due pursuant to the Lease Agreement, including any Modification of, Renewal of, or Addenda to the Lease Agreement, or as a result of a breach of the Lease Agreement for which the Tenant may be liable. The undersigned Co-signer agrees that in the event the above-named Tenant defaults in the payment of rent or any other obligation, the undersigned will promptly perform Tenant obligation. Co-signer is responsible to maintain updated contact information with Landlord.

3.3 TENANT AND LANDLORD SIGNATURES

By signing below, Tenant acknowledges that Tenant has read, understands, and agrees to all terms and conditions of this Lease Agreement (all sections), including above Addenda.

Landlord, undersigned as "Lessor", agrees to all terms and condition of this Lease Agreement and above Addenda via Agent signature below.



X _____
Lessee David Sample

Date Signed

X _____
Lessee Suzie Sanders

Date Signed

X _____
Co-signer Joe Sample

Date Signed

X _____
Co-signer John Sanders

Date Signed

X _____
Lessee Sarah Jones

Date Signed

X _____
Lessor

Date Signed

X _____
Co-signer Sam Jones

Date Signed

BPS SAMPLE LEASE