

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between _____ ("Tenant") and _____ ("Landlord"). Tenant is liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at _____, ("the premises"), together with the following furnishings and appliances: _____.

Clause 3. Limits on Use and Occupancy

The premises is leased to the above named Tenant with others, mutually agreed upon, who shall be jointly and severally liable for all damages or other expenses incurred regardless of cause or personal responsibility.

Occupancy by guests for more than 7 days is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on _____, ____, and end on _____, _____. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

Clause 5. Payment of Rent

Regular monthly rent | Tenant will pay to Landlord a monthly rent of \$_____, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to PHILLIP or SHIRLEY MARK at 4904 N. SOMERSET, MUNCIE, IN 47304 or at such other place as Landlord designates.

Delivery of payment | Rent may be paid:

by mail, to _4904 N. Somerset, Muncie, In 47304

in person, at 4904 N. Somerset, Muncie, In 47304

Form of payment | Landlord will accept payment in these forms:

personal check made payable to Phillip or Shirley Mark

cashier's check made payable to Phillip or Shirley Mark

cash

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the three (3) days after it's due, Tenant will pay Landlord a late charge of \$25.00, plus \$5.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$50.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$30.00.

Clause 8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$_____ as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 45 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

Clause 9. Utilities

Tenants will pay all utility, including sewage and shall arrange for the installation of these services.

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord/Tenant Checklist.

Clause 12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized below, or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. No Pets

No animal, bird, or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf, or disabled persons.

Clause 15. Landlord's Right to Access

Landlord or its authorized agent, shall have the right to enter upon leases premises at any reasonable time for the purpose of examining its condition, repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant prior day notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 5 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

- a. *Tenant's failure to take possession* | If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.
- b. *Landlord's failure to deliver possession* | If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Other disclosures: _____.

Clause 21. Additional Provisions

Additional provisions are as follows:

Clause 22. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 23. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

In witness thereof, the Parties hereto have set their hands and seals in duplicate this ____ day of

_____, _____

Lessor

Lessee - Printed

Signature _____ Cell # _____

SS # _____ Email _____

Home Address:

Street _____

City _____ Zip _____

Telephone _____

Guarantor, Parent, Guardian - Printed _____

Signature _____

Address _____

Street _____

City _____ Zip _____