

# **INDIVIDUAL FIXED TERM RESIDENTIAL LEASE**

## **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: refrigerator, oven, stove, washer/dryer, dishwasher

## **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 4 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 August 1, 2023 and end on July 25, 2024. 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. Rent will be paid to **Phillip Mark at 2600 W. Riggin Rd., Muncie, IN. 47304** or at such other place as Landlord designates.

### *Delivery of Payment*

Rent may be paid:

- by mail to **2600 W. Riggin Rd., Muncie, IN. 47304**
- in person at **2600 W. Riggin Rd., Muncie, IN. 47304**
- online at **apartments.com**

### *Form of Payment*

Landlord will accept payment in these forms:

- personal check made payable to **Phillip Mark**
- cashier's check or money order payable to **Phillip Mark**
- cash
- online/digital payment

## **Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the **three (3)** days after it is due, Tenant will pay Landlord a late charge of \$25.00, plus \$10.00 for each additional day that the rent remains unpaid. 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 a sum of \$300.00 as a security deposit. Tenant may not apply this security deposit to the last month's rent or to any 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 (such as cleaning of all rooms, removing trash and furnishings left behind, any utilities, late fees of rents and damages) and the dollar amount of the security deposit retained by the Landlord, along with a check for any deposit balance. There may be a \$50.00 fee for cleaning a refrigerator and/or a \$50.00 fee for cleaning an oven/stove.

If Tenant begins their lease in the middle of another Tenant's lease period (if they are a New Tenant where there is also a Returning Tenant), the New Tenant understands that Landlord will not enter to clean premises in the middle of the Returning Tenant's extended lease period. The New Tenant also acknowledges that they will still be held responsible for cleaning/cleaning charges upon vacating premises. If, at the end of a renting period, some tenants decide to release while others do not, a mandatory \$15.00 cleaning fee will be deducted from the departing tenant's security deposit.

### **Clause 9. Utilities**

Tenants will pay all utilities and shall arrange for the installation of these services. All utility accounts (electricity, gas, water, and sewage) must be secured by the tenants and maintained for the duration of the leasing period. The leased premises will not be turned over until proof that utilities have been set up by the new, incoming tenants has been provided to Landlord.

### **Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this agreement without the prior written consent of the Landlord. The house is rented in its entirety, not per bedroom. Each tenant is jointly and severally responsible for the entire house. All tenants must agree to the addition of a sublessor before said sublessor shall be permitted to take up residency in the house. Tenants are responsible for finding a sublessor or a replacement tenant as may be necessary.

### **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 and Tenant's guests or business invitees through misuse or neglect.

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

### **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. If any animal is observed on the property of or in the dwelling of leased premises, lessee agrees to pay at \$100.00 fine. Lessee agrees to pay a \$25.00 fine every day thereafter that the animal remains on the leased property or in the lease dwelling. This included any animal for any reason. No Pet Sitting!

### **Clause 15. Landlord's Right to Access**

Landlord or its authorized agent, shall have the right to enter upon leased 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, request by Tenant for repairs 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 an 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**

Tenant acknowledges receipt of and have read a copy of tenant rules and regulations which are attached to and incorporated into this agreement by this reference.

### **Clause 19. Payment of Court Costs, Collection Agency Fees, 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.

Tenant agrees to pay any costs incurred if a collection agency is retained to collect unpaid rent or fees and fines incurred by the Tenant.

**Clause 20. Disclosures**

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

[X] Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

[X] Other Disclosures: \_\_\_\_\_

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**Clause 21. Additional Provisions**

Additional provisions are as follows:

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**Clause 22. Validity of Each Part**

If any portion of this agreement is held to be invalid, it's 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord or Landlord's Agent

2600 W. Riggin Rd., Muncie, IN. 47304

Street Address

765-716-8447

Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

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Phone

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e-mail

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SS#

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Driver's License #

Home Address: (Security deposit will be sent to this address if no forwarding address is given)

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Street

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City

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State

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Zip Code

**Guarantor, Parent, Guardian**

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Printed

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Signature

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Street Address

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City

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State

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Zip Code

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Phone number

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SS#