

LEASE

EFFECTIVE DATE OF LEASE: _____

THIS IS A RESIDENTIAL LEASE (THE "LEASE"). EACH TENANT SHOULD READ THIS LEASE CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

1. NAMES OF LANDLORD AND TENANT

Name of the LANDLORD: Copper Beech Townhome Communities Twenty-Two, LLC

Name(s) of the TENANT(s): _____

2. LEASED PROPERTY - Furnished

The "Leased Property" is the place that LANDLORD agrees to lease to TENANT, as more particularly defined in Section 4 below. The Leased Property is located at: 703 W. Gourley Pike UNIT _____, Bloomington, IN 47404, attached porch and deck, plus 1 parking pass(s).

Enter the tenant name in the assigned bedroom location. Note, one-bedroom units are all Bedroom A
Bedroom A (Upstairs, Front) _____
Bedroom B (Upstairs, Back) _____
Bedroom C (Downstairs, Back) _____
Bedroom D (Downstairs, Front) _____

3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This Lease starts on _____ (NOON) (the "Commencement Date" of the Lease).

This Lease ends on _____ (NOON)

4. LEASE TYPE / TENANT LIABILITY

- A. This is a joint and several lease with individual rent responsibility. Check: Initial _____
- B. This is not a joint and several lease, and is an "individual lease". Check: Initial _____

A. If this is a joint and several lease with individual rent responsibility; it means that all TENANT(S) as a group that live within a rental unit, and each of the TENANT as an individual, are jointly and severally responsible to the LANDLORD for all the agreements and provisions of the Lease, except for rent obligations, and each TENANT is jointly liable for damages caused in and about the rental unit by any TENANT. Each TENANT is individually and separately responsible for his/her rent obligations and is not responsible for the rent obligations of other TENANT(S) in the Dwelling Unit. The "Leased Property" for a joint and several lease with individual rent responsibility shall also mean the "Dwelling Unit."

B. If this is an individual lease, only you as an individual TENANT can be held responsible for a violation of the lease. You must complete an "Individual Lease Addendum," which will be appended and executed as part of this Lease. This Addendum further explains and outlines the conditions and covenants of an Individual Bed and/or Room Lease, as well as the obligations of the CO-TENANTS who share and use the common spaces of the Dwelling Unit. The "Leased Property" for an individual lease shall mean the single bedroom located in the Dwelling Unit identified as Unit # _____ Bedroom A, together with an undivided and joint right to use and be responsible for all common areas of the Dwelling Unit (all spaces located in the Dwelling Unit that are not part of any bedroom) together with the other CO-TENANTS, as more specifically set forth in the Individual Lease Addendum.

5. RENT

The amount of rent for this Lease reflects the selection in section 4, above.

If this is a joint and several lease within individual rent responsibility (A); The amount of rent due for EACH TENANT under this Lease is: \$ _____. This is to be paid in _____ (twelve) equal payments of \$ _____ with the first installment due no later than _____.

If this is an individual lease (B); The amount of rent due under this Lease is: \$ _____. This is to be paid in _____ (twelve) equal payments of \$ _____ with the first installment due no later than _____.

TENANT agrees to pay the rent each month in advance on or before the 1st day of each month. LANDLORD does not have to ask (MAKE DEMAND UPON) TENANT to pay the rent. TENANT agrees to pay rent by first class mail postage prepaid or in person to LANDLORD at the place specified by LANDLORD.

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TENANT will be assessed a **LATE CHARGE** of \$25.00 if rent has not been paid prior to the fifth day of the month. An additional late fee of \$5.00 per day will accrue for each day beyond the fifth if **TENANT** does not pay the rent on time. If **TENANT** mails the rent to **LANDLORD**, the date of payment will be the date the envelope receives U.S. postmark. Any rental payment received after legal action has been initiated by **LANDLORD** will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by **LANDLORD** against **TENANT** to recover delinquent rent and possession of the Leased Property.

LANDLORD reserves the right to require that all monthly installments be made by money order or certified funds, or to require automatic or electronic payment. Checks that are returned for insufficient funds or otherwise, or a failed electronic funds transfer, will result in the following charges, in addition to the late charges specified herein and the face amount of the check or electronic funds transfer, and all other amounts recoverable by **LANDLORD** pursuant to this Lease or by law: (i) a reimbursement of any bad check return or failed electronic funds transfer fee charged by the bank; (ii) a bad check or failed electronic funds transfer processing fee in the amount of \$35; (iii) legal interest from the date of the check or transfer; and (iv) a civil recovery not to exceed \$250. If **TENANT'S** account is sent to a collection agency, **TENANT** is responsible for all additional fees incurred in the process.

TENANT agrees to pay a non-refundable community fee of \$_____. This amount is freely contracted between the parties at the signing of this Agreement and is not to be returned to the **TENANT** under any circumstances; this non-refundable community fee belongs to the **LANDLORD** and is fully earned at the signing of this agreement – it is openly charged and agreed to by the **TENANT**.

6. SECURITY DEPOSIT

TENANT agrees to pay a security deposit according the schedule below. Payment of the full deposit is due at the time of signing the Lease. The payment and disposition of the security shall be in accordance with I.C 32-31 et seq.

If this is a joint and several lease within individual rent responsibility (A); The amount of Security Deposit due for **EACH TENANT** is: \$ _____

If this is an individual lease (B); The amount of Security Deposit due is: \$ _____

At the end of the initial Lease term, if any of the **TENANT(S)** enter into a renewal lease for the Dwelling Unit, the Security Deposit shall automatically transfer to said renewal lease, effective on the commencement date of the renewal lease. In this event, no Security Deposit refund shall be due to any **TENANT(S)** at the end of the initial Lease term. In addition, the unit is accepted AS-IS and any damages caused by the **TENANT(S)** in the original agreement are assumed by the **TENANT(S)** in the renewal lease agreement.

At the end of the initial Lease term, if any of the **TENANT(S)** enter into a renewal lease for the Dwelling Unit, the Security Deposit for those renewing **TENANT(S)** shall automatically transfer to said renewal lease, effective on the commencement date of the renewal lease. **TENANT(S)** not remaining in the unit at the end of the initial lease term shall have the security deposit processed as stated in the current lease.

LANDLORD can take money from the security deposit to pay for any damages caused by **TENANT**, **TENANT'S** family and **TENANT'S** guests. **LANDLORD** may take the security deposit to pay for any unpaid rent, unpaid fees, cleaning charges or damages and any other charges provided by the Lease, associated documents, or by law.

After making any appropriate deductions for cleaning or damage charges, unpaid fees, and unpaid rent, **LANDLORD** agrees to send to **TENANT** any remaining security deposit money. **LANDLORD** will send the remaining security deposit money to **TENANT** no later than 45 days after the Lease ends and **TENANT** vacates. **LANDLORD** also agrees to send to **TENANT** a written list of charges and amounts of money deducted from the security deposit. **TENANT** may not use the security deposit as payment of the last month's rent.

TENANT agrees to give **LANDLORD** a written forwarding address when **TENANT** leaves and the Lease ends.

Where more than one **TENANT** signed the Lease, for any refund of the security that may be due, **LANDLORD** will draw one check, payable to all **TENANTS** jointly, or at **LANDLORD'S** election, to any one **TENANT** who shall be responsible for distribution to the other **TENANTS**, and forward same to the forwarding address provided to **LANDLORD**.

LANDLORD must make reasonable efforts to provide **TENANT** with notice of a right to be present at the time of the check-out inspection. **TENANT** must make a written request to **LANDLORD** to be present at such an inspection, and **LANDLORD** will notify **TENANT** of the inspection times which must occur within 72 hours of the termination of the tenancy. If **TENANT** fails to make such a request, or fail to schedule such an inspection, **LANDLORD** will proceed to do the check-out inspection without **TENANT** being present.

If **LANDLORD** in any way transfers its interests in the premises, **LANDLORD** may transfer the security deposit to the transferee and is thereafter released from all liability for the return of the security deposit to **TENANT**. If such a transfer occurs, **TENANT** agrees to look to the transferee solely for the return of the security deposit and to release **LANDLORD** and/or Managing Agent, as may be appropriate, from all obligations and liability relating thereto.

LANDLORD reserves the right to require a commercial insurance policy commonly known as "damage insurance" to secure the performance by **TENANT** of the terms and conditions of this Lease, in lieu of all or part of the security deposit.

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7. LANDLORD'S DUTY AT THE START OF THE LEASE

LANDLORD agrees to give **TENANT** possession of the Leased Property on the starting date of the Lease. **HOWEVER, EVEN IF LANDLORD IS UNABLE TO GIVE TENANT POSSESSION ON THE STARTING DATE OF THE LEASE, THE SAME SHALL NOT BE CONSIDERED CAUSE TO TERMINATE THE LEASE BY TENANT.** The Lease will start even if **LANDLORD** cannot give **TENANT** possession of the Leased Property because the prior **TENANT** is still in the Leased Property or the Leased Property is damaged or if the property is not ready. **IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD DELIVERS POSSESSION OF THE LEASED PROPERTY TO TENANT. IF LANDLORD PROVIDES ALTERNATE HOUSING, TENANT IS REQUIRED TO PAY RENT.**

IF THE SPECIFIC LEASED PROPERTY IS NOT AVAILABLE, THE LEASE CAN BE TRANSFERRED TO ANOTHER UNIT PROVIDED IT HAS THE SAME FLOORPLAN.

At the time of move-in **LANDLORD** will provide **TENANT** with a written, itemized "Move-In Inspection Report." The Move-In Inspection Report will be deemed correct unless **TENANT** objects to it in writing within five (5) days after **LANDLORD** has provided same to **TENANT**. **TENANT** hereby acknowledges that the Move-In Inspection Report reflects that there is no visible evidence of mold in the Leased Property. In the event that **TENANT** finds any evidence of mold within the first five (5) days of occupancy, **TENANT** shall immediately notify **LANDLORD** and allow **LANDLORD** to conduct appropriate remediation in accordance with Paragraph 8 below.

LANDLORD makes no specific representations or warranties as to the condition of the property and **TENANT** accepts the property **AS IS**.

8. DAMAGE TO LEASED PROPERTY

TENANT agrees to notify **LANDLORD** immediately if the Leased Property is damaged by fire or any other cause. **LANDLORD** shall repair the same within a reasonable period of time after service upon **LANDLORD** of written notice of such damage by **TENANT**, and rent shall not abate during the period of such repairs. If the Leased Property or any part thereof is damaged by fire or other casualty to such an extent that use of the Leased Property is substantially impaired, or required repairs can be made only by **TENANT** vacating the Leased Property, in the sole determination of **LANDLORD**, either **LANDLORD** or **TENANT** shall have the right to terminate the Lease in accordance with the terms of. However, if **LANDLORD** reasonably believes that **TENANT**, his or her guests or invitees, or authorized occupants, were the cause of the damage or casualty, **LANDLORD** shall so notify **TENANT** and make disposition of the security deposit by advising **TENANT** that such funds will be held until a determination is made of the damages caused by **TENANT**'s acts. If the damage to the Leased Property or the premises was caused by the deliberate or negligent act of any such party, **LANDLORD** shall terminate the Lease, and **TENANT** shall be liable for any and all damages arising from any such acts. **TENANT** hereby releases **LANDLORD** and Managing Agent for any claims or liability relating to any of the property of **TENANT**, **TENANT**'s authorized occupants, guests or invitees.

In the event there is a non-emergency property condition, or a mold condition that requires **TENANT** to temporarily vacate the Leased Property to make the necessary repairs, in the sole determination of **LANDLORD**, the **LANDLORD** may upon no less than thirty (30) days prior written notice to **TENANT**, require **TENANT** to temporarily vacate the Leased Property at no expense or cost to **TENANT** for a period of not more than thirty (30) days, to a comparable leased property selected by **LANDLORD**, or in the case of a mold condition, at **LANDLORD**'S option to a hotel room. **TENANT** shall continue to be responsible for all rent due under the Lease without abatement, and must comply with all other terms and conditions of the Lease during any period of temporary relocation. If the **LANDLORD** properly remedies the non-emergency property condition or the mold condition within the thirty (30) day period, **TENANT** shall have no right to terminate the Lease as a result of such condition.

TENANT agrees to notify **LANDLORD** if there is any condition in the Leased Property that *could* damage the Leased Property or harm **TENANT** or others.

9. INSURANCE AND PERSONAL PROPERTY; NOTICE OF ABSENCE

LANDLORD agrees to have insurance on the building where the Leased Property is located. **TENANT**'S own property is *not* insured by **LANDLORD**'S insurance.

TENANT'S property is not insured by **LANDLORD**. **TENANT** is not a co-insured and is expressly excluded from coverage under any insurance policy held by **LANDLORD** which is now, or shall become, effective during the term of this Lease. **TENANT** assumes all risk of loss or damage to **TENANT**'S property in or about the Leased Property or the premises which may be caused by water, leakage, fire, wind storm, explosion, acts of God or other cause, or the act or omission of any other **TENANT** at the premises, or guests and invitees. **TENANT** shall be responsible for any and all of **TENANT**'S and **LANDLORD**'S personal property located or stored in or about the Leased Property or the premises, against the risks of damage, destruction, loss, theft, fire, storm, and all other hazards and casualties. Regardless of whether or not **TENANT** secures insurance, **LANDLORD** and its agent shall not be liable for any damage to, or destruction or loss of, any of **TENANT**'S personal property located or stored in or about the Leased Property or the premises regardless of the cause or causes of such damage, destruction, or loss. **TENANT** is strongly encouraged to obtain appropriate insurance.

LANDLORD retains the right to require **TENANT** to obtain insurance coverage for their personal property (commonly referred to as "renter's insurance"),

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Any item of personal property which is left on the Leased Property after **TENANT** abandons or otherwise vacates the Leased Property will be considered abandoned property. **LANDLORD** may dispose of abandoned property in accordance with applicable law.

TENANT must give **LANDLORD** written notice of **TENANT**'s anticipated extended absence from the Leased Property in excess of seven (7) days. **TENANT** agrees that, during any such absence from the Leased Property, **LANDLORD** may enter the Leased Property at times reasonably necessary to protect the Leased Property and any property belonging to **LANDLORD** in or on the Leased Property. If **TENANT** fails to give such notice or if the **LANDLORD** cannot determine whether the Leased Property has been abandoned, then **LANDLORD** shall deliver a written notice to the **TENANT** requiring the **TENANT** to notify the **LANDLORD** in writing within seven (7) days of their intent to continue to occupy the Leased Property. Unless the **LANDLORD** receives such notice within the seven (7) day period or otherwise determines that the **TENANT** remains in occupancy of the Leased Property, then the **LANDLORD** may treat the Leased Property as having been abandoned, and the Lease shall terminate effective the last day of the seven (7) day notice period. The **LANDLORD** may recover any actual damages sustained and other damages provided for a breach of lease stated herein.

10. TRANSFERS BY TENANT

TENANT agrees not to transfer this Lease to anyone else without the written permission of **LANDLORD**.

TENANT agrees not to lease all or any part of the Leased Property to anyone else without the written consent of **LANDLORD**. **TENANT** agrees that if **TENANT** transfers this Lease or leases all or a part of the Leased Property to another, **TENANT** is in violation of this Lease. Guests of **TENANT** may not stay in the unit longer than seven (7) consecutive days without written permission of **LANDLORD** and never without the presence of the **TENANT**.

11. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

LANDLORD and Managing Agent are not liable for matters outside the dominion or control of **LANDLORD** or Managing Agent so long as there is no negligence on their parts, including but not limited to: failure of utilities or services; acts of God; and any injuries or damages to persons or property either caused by or resulting from falling plaster, dampness, overflow, or leakage upon or into the Leased Property of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of pipes, plumbing, fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause. **TENANT** acknowledges that any security measures provided by **LANDLORD** or Managing Agent will not be treated by **TENANT** as a guarantee against crime or a reduction in the risk of crime. **LANDLORD** and Managing Agent will not be liable to **TENANT** or any guest, invitee, or occupant for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. **LANDLORD** and Managing Agent will not furnish security personnel, security lighting, security gates or fences, or other forms of security. If employees of the **LANDLORD** or Managing Agent are requested to render services not contemplated in this Lease, **TENANT** will hold **LANDLORD** harmless from all liability for same. **LANDLORD** and Managing Agent, in addition, shall not be liable under any circumstances for **TENANT**'s failure to provide **LANDLORD** with prompt notice of any conditions existing in the Leased Property, or on the Leased Property, or on the premises. **TENANT** hereby releases **LANDLORD** and Managing Agent from any and all liability and agree to indemnify **LANDLORD** and Managing Agent for losses, with respect to **TENANT**, and all authorized occupants, and guests or invitees of **TENANT**. If information on **TENANT** or **TENANT**'s rental history is requested by others for law enforcement or business purposes, **LANDLORD** may provide same in accordance with the "Tenant Consent Form."

12. USE OF LEASED PROPERTY

TENANT agrees to use the Leased Property only as a residence, and in compliance with applicable law. **TENANT** agrees to obey all federal, state and local laws and regulations when using the Leased Property. **TENANT** agrees not to store any flammable or dangerous things in or around the Leased Property. **TENANT** agrees not to do anything in or around the Leased Property which could harm anyone or damage any property.

TENANT may not paint or disturb any painted surfaces or make other alterations to the Leased Property without **LANDLORD**'S prior written approval. **TENANT** shall notify **LANDLORD** in the event there is any chipped or peeling paint in the Leased Property.

TENANT agrees that **TENANT** will comply with the community's occupancy schedule, which is available in the Rental Office. For example, some jurisdictions limit the number of unrelated persons that may live in a Dwelling Unit.

13. RULES AND REGULATIONS

TENANT agrees to obey all rules and regulations for the Leased Property. If **TENANT** breaks any rules or regulations for the Leased Property, **TENANT** is in violation of this Lease. The Rules and Regulations attached to this Lease, and any amendments thereto, are incorporated herein by reference.

14. LANDLORD'S RIGHT TO PUT A MORTGAGE ON THE LEASED PROPERTY

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TENANT agrees that LANDLORD has the right to put a mortgage on the Leased Property. If LANDLORD has a mortgage on the Leased Property now, or if LANDLORD gets a mortgage later, TENANT agrees that this Lease is lower in right to the mortgage that the LANDLORD has put on the Leased Property.

15. CARE OF LEASED PROPERTY

TENANT is responsible for, and will take good care of, the Leased Property and all of the property in and around the Leased Property. TENANT agrees to pay for any damage which is the fault of TENANT, TENANT’S family and TENANT’S guests. TENANT agrees to move out and give back the Leased Property to LANDLORD when the Lease ends, in as good of condition, excepting ordinary wear and tear as when it was received.

16. LANDLORD’S RIGHT TO ENTER LEASED PROPERTY

TENANT agrees that LANDLORD may enter the Leased Property in the event of an emergency, to make repairs or improvements, or to show the Leased Property to prospective buyers or TENANTS. LANDLORD may also enter the Leased Property to conduct quarterly inspections, if the LANDLORD so chooses, to check for safety or maintenance problems. LANDLORD may also enter to inspect Leased Property at other than quarterly intervals, alone or with qualified agents, based on credible concerns, such as unusual water bills, reports or complaints from neighbors, service providers, utility or maintenance workers, or others who may have expressed cause for concern. TENANT and/or TENANT’S guests will cooperate and not interfere with such inspections. Except in cases of emergency, TENANT’S abandonment of the Leased Property, court order, or where it is impractical to do so, LANDLORD will give TENANT at least twenty-four (24) hours’ notice before entering, except no prior notice shall be required for any maintenance requested by TENANT. LANDLORD shall give written notice to TENANT no less than 48 hours prior to an application of an insecticide or pesticide in the Dwelling Unit. If TENANT requests the application of the insecticide or pesticide, no prior notice is required.

17. UTILITY SERVICES

LANDLORD and TENANT agree to pay for the charges for utilities and services supplied to the Leased Property as follows:

Charge or Service:

- Television Cable
- Electric to Property
- Water Service
- Refuse Collection
- Lawn Maintenance
- Snow and Leaf Removal of Roads and Grounds
- Snow and Leaf Removal of Porches, Decks, Stairs and Parking Spaces
- Sewer Charges
- Pest Control Charges
- Internet Connection

Paid By:

- LANDLORD
- TENANT
- TENANT
- LANDLORD
- LANDLORD
- LANDLORD
- TENANT
- TENANT
- TENANT
- LANDLORD

LANDLORD has the right to turn off service to the Leased Property in order to make repairs or to do maintenance.

LANDLORD HAS THE RIGHT TO TURN OFF CABLE AND INTERNET IF RENT IS NOT PAID.

TENANT may not move into the Leased Property until the Security Deposit, community fee, and first month’s rent have been paid, and all utilities have been placed in TENANT’S name with the utility companies. TENANT must provide a confirmation number from the water and electric company prior to moving into the Leased Property.

ALL UTILITY BILLS MUST BE PLACED INTO YOUR NAME BY YOUR LEASE START DATE AND REMAIN IN YOUR NAME, UNTIL YOUR EXACT LEASE EXPIRATION DATE. AT NO TIME DURING YOUR LEASE SHOULD ANY UTILITIES BE DISCONNECTED. ELECTRIC SERVICE CANNOT BE DISCONNECTED OR PUT INTO ANOTHER NAME AT ANY TIME PRIOR TO THE DATE YOUR LEASE EXPIRES. IF, DURING THE TERM OF YOUR LEASE, UTILITIES ARE TAKEN OUT OF YOUR NAME, A \$100.00 CHARGE WILL BE ASSESSED AND THE LANDLORD WILL HAVE THE SERVICE TERMINATED.

LANDLORD IS NOT RESPONSIBLE FOR INCREASES TO UTILITY BILLS FROM UTILITY PROVIDERS, OR THAT MAY RESULT FROM LEAKS OR DAMAGE THAT ARE NOT PROMPTLY REPORTED TO LANDLORD.

18. WHAT HAPPENS IF TENANT BREAKS ANY AGREEMENTS IN THIS LEASE

LANDLORD may terminate this Lease during the term of the Lease upon any one of the following:

- a. **Material Non-compliance by TENANT(S) failing to pay rent when due.**

TENANT’s rent is due and payable on the first (1st) day of each calendar month. If TENANT fails to pay such rent due after LANDLORD has served a five (5) day material non-compliance notice for failure to pay rent, TENANT is in default, and LANDLORD may terminate this Lease in accordance with law. TENANT will be entitled to only one (1) such notice and five (5)

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day “grace period” during the term of this Lease. Thereafter, **TENANT** shall be in default upon failure to make rental payment on the first of any calendar month.

b. **Material Non-compliance by TENANT Which Can Be Remedied within 21 days.** If **TENANT** commits this type of material non-compliance, **LANDLORD** may serve on **TENANT** a material non-compliance notice stating that if **TENANT** does not remedy the specified non-compliance(s) within twenty-one (21) days, if the non-compliance(s) be remediable at all, the **LANDLORD** will terminate this Lease in thirty (30) days.

c. **Material Non-compliance by TENANT previously remedied, but repeated by TENANT.** If **TENANT** has been served with a prior written notice which required **TENANT** to remedy a breach, and **TENANT** remedied such breach, where **TENANT** commits a subsequent breach of a like nature as the prior breach, **LANDLORD** may serve on **TENANT** a thirty (30) day Termination Notice. Such notice must make reference to the prior breach of a like nature and state that the Lease will terminate in thirty (30) days for the reasons stated therein which constitute a good cause for termination of the tenancy.

d. **Material Non-compliance by TENANT(S) which cannot be remedied/Drug Free Housing Required.** If **TENANT** commits a material noncompliance which is not remediable, **LANDLORD** may give **TENANT** a termination notice stating that the Lease will terminate in thirty (30) days for the reasons stated therein. If a breach of **TENANT**’s obligations or the Lease involves or constitutes a criminal or willful act which is not remediable and which poses a threat to health or safety, the **LANDLORD** may terminate the Lease immediately and proceed to obtain possession of the Leased Property. **TENANT** and any other persons in or about the Leased Property with consent of **TENANT** including but not limited to members of the family, guests, invitees or authorized occupants, shall not engage in criminal activities or activities intended to facilitate criminal activities including any illegal drug-related activity on the Leased Property, including any property which is a part of the apartment community, common areas and streets, involving a controlled substance. “Illegal drug related activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance. Neither Tenant(s), guests or invitees of Tenant(s), or authorized occupants of **TENANT(S)** will engage in the manufacture, sale or distribution of illegal drugs at any location, whether on the premises or otherwise. Neither **TENANT**, nor guests or invitees of **TENANT** or authorized occupants of **TENANT** will engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near the premises. A single violation of any of these provisions shall constitute a non-remediable violation of the Lease and justification for termination thereof. Criminal conviction is not required in order for **LANDLORD** to terminate the Lease. Nothing herein shall be construed to limit any remedies available under Indiana law for any criminal offenses committed by **TENANT**.

e. **Material Non-compliance by TENANT which can be remedied by Repairs, Cleaning, or Replacement.** If **TENANT** commits a material non-compliance which could be remedied by repair, cleaning, or replacement, **LANDLORD** shall deliver written notice to **TENANT** specifying the breach and stating that **LANDLORD** will enter the Leased Property and perform the work. Once the work is complete, **LANDLORD** will deliver an itemized bill to **TENANT** for the work, and such amounts are due as rent on the next rent due date, or if this Lease is terminated, immediate payment is due.

f. **Remedies available to LANDLORD upon default of Lease.** Upon default of the Lease, **LANDLORD** may, in addition to all other remedies available, seek a money judgment for unpaid rent and other charges under the lease, may immediately accelerate the rent owing through the end of the Lease term, may collect for any physical damages there may be to the Leased Property, or the premises. **LANDLORD** may, further, seek a money judgment for any actual damages sustained as a result of **TENANT**’s default and breach of the Lease, as provided by Indiana law. Upon termination of the Lease, **LANDLORD** may deduct said sums from the security deposit as provided in other provisions of this Lease, and appropriate addenda hereto. Landlord shall further be entitled to recovery of reasonable attorney fees and collection costs, and may collect the balance of rent owing through the remainder of the lease term.

19. ACCEPTANCE OF RENT WITH RESERVATION

If **TENANT** is in default under this Lease, **LANDLORD** may accept the rent with reservation upon providing **TENANT** written notice of such acceptance in a termination notice, or within five (5) business days of receipt of rent, and such acceptance of periodic rental payments with knowledge of a material non-compliance by the **TENANT** will not constitute a waiver of Landlord’s right to terminate the Lease. If **LANDLORD** has given **TENANT** written notice that the periodic rental payments have been accepted with reservation, **LANDLORD** may accept full payment of all rental payments, damages and other fees and still be entitled to receive an order of possession terminating the Lease. Any rental payment received after judgment and possession has been granted to **LANDLORD** against **TENANT**, but prior to eviction, will be accepted with reservation and will be applied to the judgment amount, including the late charges, applicable costs and attorney’s fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance of the said amount with reservation in no way creates a new landlord/tenant relationship with **TENANT**.

20. PRE-MOVE-OUT INSPECTIONS

Within thirty (30) days prior to the termination of the Lease, **LANDLORD** will inspect the Leased Property and complete a written comprehensive condition report. The purpose of the initial inspection report is to allow **TENANT** an opportunity to remedy identified deficiencies, in a manner that is consistent with the Lease, in order to avoid deductions from the security deposit and/or financial responsibility for items above and beyond the amount of the security deposit. **LANDLORD** will inspect any bedroom that is being vacated and all areas of the Dwelling Unit that are shared by **CO-TENANTS** (Common Areas). The report will identify damages, cleanliness, misuse, alteration and other issues **LANDLORD** deems necessary in order to ready the Dwelling Unit as a whole for a new potential **TENANT(S)**.

For **TENANT'S** benefit, a notice will be left in the Dwelling Unit at the completion of the inspection. A copy of the report will be made available at **TENANT'S** request electronically or in the leasing office. **TENANT** must return a signed copy of the report to the leasing office within five days of receipt. In the event that **TENANT** disputes any specific item set forth in the report, **TENANT** may set forth said dispute or dissent in writing on the report, sign the report, and return the report to the leasing office. In the event that **TENANT** fails to return a signed report or a statement of dispute or dissent, before **TENANT** vacates the Leased Property without notifying **LANDLORD**, **LANDLORD** may make a final inspection, according to law, after discovering that **TENANT** has vacated the Leased Property.

Under normal circumstances, **LANDLORD** will re-inspect the Leased Property about five days prior to Lease termination. Any and all issues that were identified in the initial inspection report that have not been adequately addressed in the **LANDLORD'S** sole discretion, or may then exist, may be addressed by **LANDLORD** during the final five days of occupancy. **TENANT** fully agrees to cooperate with **LANDLORD** and provide access to the Leased Property for all inspections and for the purposes of addressing any and all issues **LANDLORD** deems necessary to make the Leased Property move-in ready for a new prospective **TENANT(S)**. All references in this and all other paragraphs concerning financial responsibility shall include **TENANT** and any and all guarantors.

21. HOLDOVER STATUS

If **TENANT** remains in possession of the Leased Property after the required departure date following the termination of this Lease, **TENANT** will be liable for the following damages sustained by **LANDLORD**: (i) its actual damages which include but not are limited to, holdover rent equal to the per diem rent multiplied by the number of days **TENANT** stays in possession of the Leased Property after the vacating date, and storage, hotel, meals, mileage, etc., payable to the new tenant; (ii) liquidated damages equal to one-hundred and fifty percent (150%) of the per diem rent, multiplied by the number of days **TENANT** stays in possession of the Leased Property after the vacating date; and (iii) reasonable attorney's fees and court costs. In addition, if **TENANT** remains in the Leased Property after termination or expiration of the Lease and no new lease agreement is entered into, the terms of the Lease shall remain in effect, except that the amount of rent shall be either as provided in the terminated Lease, or as provided by **LANDLORD** in a written notice to **TENANT**. Such new rent amount shall take effect on the next rent due date following thirty (30) days after the notice. Nothing herein shall be deemed to create a right on the part of **TENANT** to holdover after the required departure date.

22. MILITARY

Any **TENANT** who is a member of the armed forces of the United States or a member of the National Guard, serving on full-time duty or as a Civil Service technician with the National Guard, may, through the procedure detailed below, terminate the Lease with **LANDLORD** if the member: (i) has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the Leased Property; (ii) has received temporary duty orders in excess of three months' duration to depart thirty-five miles or more (radius) from the location of the Leased Property; (iii) is discharged or released from active duty with the armed forces of the United States or from his full-time duty or technician status with the National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

If **TENANT** qualifies to terminate this Lease pursuant to the above paragraph, **TENANT** may do so by serving on **LANDLORD** a written notice of termination at least thirty (30) days prior to the next rent due date. The termination date shall be no more than sixty (60) days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, **TENANT** shall furnish **LANDLORD** with a copy of the official notification of the orders, or a signed letter confirming the orders, from **TENANT'S** commanding officer.

Nothing in this Section shall limit the amount of the security deposit that **LANDLORD** may retain as provided in this Lease.

LANDLORD reserves the right to require, as a condition of this Lease, that **TENANT** execute a waiver of all or part of the rights the Tenant(s) may otherwise have under the Service Members Civil Relief Act ("SCRA"). If no waiver of applicable rights under the SCRA is required by **LANDLORD**, in the event of a nonpayment of rent by **TENANT**, **LANDLORD** reserves the right to request an allotment from the pay of the service member **TENANT** as permitted in the SCRA.

23. MISCELLANEOUS

This Lease represents the entire agreement of **LANDLORD** and **TENANT** with the exception of the Addendums attached hereto, incorporated by reference herein. If **LANDLORD** waives a noncompliance or breach of the Lease or law by **TENANT**, such waiver shall not be construed as a waiver of any subsequent breach of noncompliance or breach, and this Lease shall continue in full force and effect.

LANDLORD does not discriminate against **TENANT** in the provision of services, or in any other manner, on the basis of race, color, creed, religion, sex, national origin, familial status, elderliness, handicap or any other legally protected status.

The Lease was entered into based upon the representations of **TENANT** contained in the Rental Application. **TENANT** acknowledges that such representations are an inducement to **LANDLORD** to enter into this Lease and that **LANDLORD** is extending credit to **TENANT** in the form of a tenancy as the terms set forth in this lease. If any of **TENANT'S** material representations are found to be misleading, incorrect, and untrue or omitted, **LANDLORD** may immediately terminate the Lease and notify **TENANT** to vacate the Leased Property.

Notice to the **LANDLORD** will be given to the Rental Office or to such other place as may be specified. Notice to **TENANT** will be given to the address of the Leased Property. The **LANDLORD** reserves the right for the **LANDLORD** and **TENANT** to send notices in electronic form; however **TENANT** may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery.

For purposes of this Lease, if **TENANT's** non-compliance with the Lease or the law causes **LANDLORD** to employ an attorney at law, Tenant(s) agree to pay a reasonable attorney's fee, which will constitute at least thirty-five percent (35%) of any amounts sued for by **LANDLORD**.

Subject to the requirements of the Bankruptcy Code, in the event **TENANT** is adjudicated bankrupt, (or makes an assignment for the benefit of creditors), this Lease, at the option of the **LANDLORD**, shall terminate upon thirty (30) days written notice and the Leased Property shall be surrendered to the **LANDLORD**, who reserves the right to repossess the Leased Property subject to the applicable provisions of law.

NOTICE TO TENANT. TENANT should exercise whatever due diligence TENANT deems necessary with respect to information on any sexual offender registered. Such information may be obtained by contacting your local police department or Department of State Police.

Copper Beech Townhome Communities Twenty-Two, LLC is the owner/manager of the Leased Property. All correspondence regarding this Lease should be directed to 703 Gourley Pike, Bloomington, IN 47404 or via phone at 812-332-6540. Should the property be sold, **LANDLORD** will notify **TENANT** of the sale and disclose the appropriate information of the purchaser.

BY SIGNING THIS LEASE, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

DATE **SIGNATURE OF LANDLORD:**

DATE **SIGNATURE OF TENANT(S):** **DATE** **SIGNATURE OF TENANT(S):**

TENANT Initials _____



OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT

LANDLORD and **TENANT** agree that the additional agreements are part of this Lease. All defined terms used in any additional agreements shall have the same meaning as set forth in the Lease.

- GUARANTY
- INTERNET/ETHERNET AGREEMENT
- NO PET AGREEMENT
- PET AGREEMENT (IF APPLICABLE)
- FURNISHINGS AGREEMENT
- FIRE & CARBON MONOXIDE ALARM AGREEMENT
- DRUG AND CRIME FREE AGREEMENT
- RULES AND REGULATIONS AND CHECK-OUT PROCEDURES
- TENANT CONSENT FORM
- INSECTS AND PESTS ADDENDUM
- PROPERTY DAMAGE LIABILITY LEASE ADDENDUM

DATE **SIGNATURE OF LANDLORD:**

DATE **SIGNATURE OF TENANT(S):** **DATE** **SIGNATURE OF TENANT(S):**

TENANT Initials _____



GUARANTY

LANDLORD: Copper Beech Townhome Communities Twenty-Two, LLC
TENANT: _____

LEASED PREMISES: 703 W. Gourley Pike UNIT _____, Bloomington, IN 47404

STARTING DATE OF LEASE: _____ (NOON)
ENDING DATE OF LEASE: _____ (NOON)

TENANT'S Creditworthiness; Parental or Sponsor Guaranties. Unless **LANDLORD** determines **TENANT** to be independently creditworthy according to the criteria established by **LANDLORD** in its discretion, before it accepts this Lease, **LANDLORD** may require a guarantee of **TENANT'S** obligations signed by third parties deemed by **LANDLORD** to be creditworthy, such as **TENANT'S** parents or other sponsor, in the form of the Guaranty of Lease attached to this Lease. If **TENANT** is precluded from taking full-time work, it is presumed that **TENANT** is not creditworthy. **TENANT** is required to provide one of the following: signed Guaranty, proof of monthly gross income of at least 3.0 times the monthly rental rate, or an additional deposit. Lease shall not be binding on **LANDLORD** until signed by suitable guarantors or a guaranty is expressly waived by **LANDLORD** in the General Terms hereinabove.

In consideration of **LANDLORD** leasing the premises located at, 703 W. Gourley Pike UNIT _____, Bloomington, Indiana to _____, under Lease dated _____ - _____, the undersigned **GUARANTOR** unconditionally and irrevocably guarantees full performance of the Lease and payment by **TENANT** of all sums of money due pursuant to the Lease or as a result of a breach of the Lease for which **TENANT** may be liable—including but not limited to attorney fees. The undersigned guarantees any and all obligations including rent increases or other increases in charges and expenses specified in the Lease, by renewal of the Lease or similar agreement made and signed by **TENANT**. Execution of a new Lease agreement by **TENANT** for the same leased premises shall constitute a renewal of the Lease and this Guaranty shall apply to and be binding upon the **GUARANTOR** with regard to the new Lease agreement. **GUARANTOR** is entitled to no notice of default by **TENANT** or other notice of any kind hereafter.

The obligation of the undersigned **GUARANTOR** is joint and several with all tenants and other guarantors (if any) of the Lease agreement. **LANDLORD** shall not be required to pursue any other remedies before invoking the benefits of the guaranty contained herein, and specifically shall not be required to exhaust its remedies against **TENANT** or any surety or guarantor other than **GUARANTOR** or to proceed against any security now or hereafter existing for the payment of any of **TENANT'S** obligations. **LANDLORD** may maintain an action of this Guaranty whether or not **TENANT** is joined therein or separate action is brought against **TENANT**. This Guaranty shall be governed by the laws of Indiana and any action arising hereunder may be brought only in a court of competent jurisdiction located in Monroe County, Indiana, and the parties hereby consent to such exclusive jurisdiction.

A Guaranty form must be signed by a Guarantor of each **TENANT** and notarized, unless guarantor signs in front of Agent for **LANDLORD** and presents photo id at time of signing.

If **TENANT** delivers a forged or otherwise false or invalid Guaranty, then **LANDLORD** may pursue civil or criminal penalties in addition to its other remedies.

The undersigned agrees that the Guaranty is part of the original Lease.

Guarantor of _____ (Name of **TENANT**)

Signature Relationship Printed Name Date

Signature Relationship Printed Name Date

Address: _____

Phone Number: _____

Social Security Number: _____

Email Address: _____

Social Security Number: _____

Signature witnessed by **LANDLORD** or **LANDLORD** Representative:

Photo ID, Type & Number: _____ **LANDLORD/LANDLORD REP** Initials: _____

Or Notarized:

Sworn and subscribed before me this _____ day of _____, 20____.

Notary Public County, State

To be signed by **LANDLORD** if a guaranty is waived under this lease

My Commission Expires: _____

TENANT Initials _____

STAFF USE ONLY

To be signed by **LANDLORD** if a guaranty is waived under this lease:

Reason: _____



INTERNET/ETHERNET AGREEMENT

LANDLORD: Copper Beech Townhome Communities Twenty-Two, LLC

TENANT: _____

LEASED PREMISES: 703 W. Gourley Pike UNIT _____, Bloomington, IN 47404

STARTING DATE OF LEASE: _____ (NOON)

ENDING DATE OF LEASE: _____ (NOON)

PROVIDER OF SERVICE

LANDLORD provides direct connections to an internet service provider and/or a university network, where available as chosen by **LANDLORD**. This service is available to **TENANT** at no additional charge. **TENANT** may not withhold any portion of rent due to lack of internet service. **TENANT** may find it necessary to purchase a Network Interface Card and/or other equipment to connect **TENANT'S** PC to the **LANDLORD'S** network. This equipment and expense will be **TENANT'S** sole responsibility.

In the event **TENANT** is in default under any of the terms of this Lease, or in violation of the terms and conditions of the internet service provider and/or the terms and conditions governing the use of university provided services, **LANDLORD** has the right to discontinue **TENANT'S** connections to the internet service provider and/or university provided services.

Should **TENANT** desire to use alternative Internet or on-line services, **TENANT** shall have the right to do so, at **TENANT'S** expense. **LANDLORD** will not be liable for any interruption, surge, or failure of utilities or services provided to **TENANT** or any damage directly or indirectly caused by the interruption, surge or failure.

RESPONSIBILITY FOR CONTENT OF TRANSMISSIONS

TENANT is solely responsible for the content of any transmissions made by any **TENANT** and any third party utilizing the connections provided by the **LANDLORD**. **TENANT** use of any other organization network or computing resources is subject to their respective permission and usage policies. **TENANT** agrees to comply with all applicable laws with regard to the transmission and use of information and content, and the solicitation of any activity that is prohibited by applicable law over the Internet. **TENANT** further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment. **TENANT** shall be liable for and shall indemnify and defend **LANDLORD** from and against all claims in anyway arising from or related to (i) the alleged infringement of patent, trademark, design, copyright or any other intellectual property right in relation to the **TENANT** use of the services and (ii) **TENANT** use or inclusion of any information, photographs, art work or other content (including without limitation claims based on invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws).

REGISTRATION

TENANT understands that Internet use, and related products and services provided under this agreement may require registration and related administrative reports that are public in nature.

LIMITATION OF ACCESS BY TENANT

TENANT shall limit access to and use of the Internet connecting services solely for their own use, and shall not resell or otherwise generate income by providing access to the Internet service to other parties. **TENANT** right to use the Internet services and products provided hereunder is limited to **TENANT**, and is nontransferable.

TENANT RESPONSIBILITIES

It is **TENANT'S** responsibility to maintain all equipment that will connect to and utilize the network connection. This includes installation of appropriate anti-virus software, security updates for installed software and any other activity to maintain equipment functionality. If at any time the **TENANT'S** equipment is discovered to cause detrimental activity on the network (such as virus attacks, aggressive host scans, providing IP addresses over the network, etc.), the unit will be disconnected from the network and will not be reconnected until the **TENANT** resolves the issue within the unit.

DATE **SIGNATURE OF LANDLORD:**

DATE **SIGNATURE OF TENANT(S):** **DATE** **SIGNATURE OF TENANT(S):**

TENANT Initials _____



NO PET AGREEMENT

LANDLORD: Copper Beech Townhome Communities Twenty-Two, LLC

TENANT: _____

LEASED PREMISES: 703 W. Gourley Pike UNIT _____, Bloomington, IN 47404

STARTING DATE OF LEASE: _____ (NOON)

ENDING DATE OF LEASE: _____ (NOON)

TENANT agrees that TENANT will *NOT* keep any pet on the Leased Property, except pursuant to an approved reasonable accommodation request. TENANT agrees that TENANT *WILL NOT ALLOW* TENANT'S family, guests or others to have pets on the Leased Property. TENANT will pay a minimum lease violation charge of \$500.00 in unfurnished units, this can be used to replace carpets and repair any damage and a minimum lease violation charge of \$500.00 in furnished units this can be used to replace carpets, sofas, bedding and repair any damages if a pet is in the Leased Property at any time and for any length of time. Allergens shall be considered damage and carpets and fabric items will be replaced if a pet is in the unit for any period of time. The above applies whether the pet belongs to the TENANT or not. The above violation charge applies even if damage isn't present from the illegal pet. (*Illegal Pets includes all pets except for FISH which may be in a tank no larger than 25 Gallons.*)

LANDLORD and TENANT agree that this NO PET AGREEMENT is part of the Lease between LANDLORD and TENANT.

DATE **SIGNATURE OF LANDLORD:**

DATE **SIGNATURE OF TENANT(S):** **DATE** **SIGNATURE OF TENANT(S):**

TENANT Initials _____



FURNISHINGS ADDENDUM

LANDLORD: Copper Beech Townhome Communities Twenty-Two, LLC

TENANT: _____

LEASED PREMISES: 703 W. Gourley Pike UNIT _____, Bloomington, IN 47404

STARTING DATE OF LEASE: _____ (NOON)

ENDING DATE OF LEASE: _____ (NOON)

TENANT agrees that all items furnished in the Leased Property are property of Copper Beech Townhomes. These include, but are not limited to: furniture, digital cable boxes, cable modems, unit switches, etc. All items are expected to be treated with care and returned in the same condition they were received, less normal wear and tear. All items must be left in the unit at the termination of the Lease. Any damages to the furnishings or replacements required will be at TENANTS' expense.

LANDLORD and TENANT agree that this FURNISHINGS AGREEMENT is part of the Lease between LANDLORD and TENANT.

DATE SIGNATURE OF LANDLORD:

DATE SIGNATURE OF TENANT(S): DATE SIGNATURE OF TENANT(S):

TENANT Initials _____



FIRE AND CARBON MONOXIDE ALARM AGREEMENT

LANDLORD: Copper Beech Townhome Communities Twenty-Two, LLC

TENANT: _____

LEASED PREMISES: 703 W. Gourley Pike UNIT _____, Bloomington, IN 47404

STARTING DATE OF LEASE: _____ (NOON)

ENDING DATE OF LEASE: _____ (NOON)

The LANDLORD certifies to TENANT that all fire extinguishers and smoke alarms are in proper working condition and the fire extinguisher has been inspected within the last year. To the best of Landlord’s knowledge, all fire safety equipment is in place and fully functional at the start of this Lease.

TENANT shall be responsible for reasonable care and maintenance of smoke detectors in the Leased Property and shall be responsible for interim testing and for providing written notice to Landlord of the need for repair of any malfunctioning smoke detector. TENANT shall not remove or tamper with any smoke detector, including removing any working batteries, as to render the detector inoperative. Landlord, at Landlord’s expense, shall provide for the service, repair or replacement of smoke detectors in need thereof within five (5) days of receipt of written notice from TENANT that a smoke detector is in need of service, repair or replacement. TENANT further understands that it shall be their responsibility to maintain the batteries in the smoke detectors at all times throughout the duration of the Lease. If a low battery warning begins to sound, which is usually indicated by a repetitive “chirping sound” or intermittent beeping then the battery should be replaced immediately. Note that is a violation of law to remove the batteries from the smoke detector or to otherwise remove or disable the detectors within the Leased Property. Per the terms of the Lease and according to local ordinances, TENANT can be fined for willfully disabling or tampering with any of the fire prevention devices located within the Leased Property.

TENANT shall also have the right to install carbon monoxide detectors in the Leased Property at TENANT’s sole cost and expense. TENANT shall not remove or tamper with a properly functioning carbon monoxide detector, including removing any working batteries, so as to render the detector inoperative. Neither Landlord nor Managing Agent is responsible in any way for the installation or use of a carbon monoxide detector installed by TENANT, and TENANT agrees to hold Landlord and Managing Agent harmless from any and all claims arising therefrom, and to indemnify Landlord and Managing Agent from any and all claims or liability therefor.

For additional information regarding the safety equipment in the Leased Property, please refer to the Rules and Regulations section of the Lease.

DATE SIGNATURE OF LANDLORD:

DATE SIGNATURE OF TENANT(S):

DATE

SIGNATURE OF TENANT(S):

TENANT Initials _____



DRUG AND CRIME FREE AGREEMENT

LANDLORD: Copper Beech Townhome Communities Twenty-Two, LLC

TENANT: _____

LEASED PREMISES: 703 W. Gourley Pike UNIT _____, Bloomington, IN 47404

STARTING DATE OF LEASE: _____ (NOON)

ENDING DATE OF LEASE: _____ (NOON)

To ensure a safer environment for the members of our community, each **TENANT** of the Lease agrees to adhere to the following rules concerning any illegal activity with transpires in their unit or on the common grounds of the **LANDLORD'S** property.

1. **TENANT(S)** and their guests shall not engage in criminal activity on or near the Leased Property or the premises, including Drug-related criminal activity. "Drug-related Activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.
2. **TENANT(S)** and their guests shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the Leased Property or premises.
3. **TENANT(S)** and their guests will not permit the Leased Property or the premises to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. **TENANT(S)** and their guests shall not engage in the unlawful manufacturing selling, using, storing, keeping, or giving of a controlled substance at or near the Leased Property or premises.
5. **TENANT(S)** and their guests shall not engage in any illegal activity, including but not limited to prostitution, criminal gang activity, threatening, intimidating, or battery.
6. **TENANT(S)** and their guests will not engage in or contribute to any activities that jeopardize the health, safety, and welfare of the **LANDLORD** and their agents, or any other **TENANTS** of the community.
7. **TENANT(S)** and their guests will not engage in any activities that inflict serious property damage to the Leased Property or any common areas of the premises.
8. **TENANT(S)** and their guests will not bring illegal firearms and/or firearms that are not registered to the carrier on the Leased Property or premises. At no time will any firearm be discharged by **TENANT** and/or guests on or near the Leased Property or premises.
9. **TENANT(S)** agree to abide by the property's speed limit of 10MPH anywhere on Copper Beech property. They further agree that reckless driving on Copper Beech property is cause for revocation of parking permits and may result in a Lease violation or revocation of privileges to keep or operate a vehicle on Copper Beech property. **TENANT(S)** also agree to comply with all additional parking regulations that may be added or amended in the future.

Violation of the above provisions may be grounds for termination of tenancy. It is understood that any single violation shall be good cause for immediate termination of the Lease. Unless otherwise provided for by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Note: These requirements do not constitute a guarantee or representation that residents or occupants residing at this apartment community have not been convicted of a felony or are not subject to deferred adjudication for a felony.

DATE **SIGNATURE OF LANDLORD:**

DATE **SIGNATURE OF TENANT(S):** **DATE** **SIGNATURE OF TENANT(S):**

TENANT Initials _____



RULES AND REGULATIONS

1. In addition to the terms, covenants, and conditions contained in the Lease, **TENANT** agrees to be bound by the rules and regulations of the community as are outlined below.
2. **LANDLORD** reserves the right to alter, modify, and amend these rules and regulations, provided that such amendment, modification, or alteration shall serve the purpose of reasonably preserving the premises and the rights and interests of the **TENANTS** to quiet enjoyment of the property. In the event rules and regulations are modified by the **LANDLORD**, **TENANT** shall be notified of such change in writing at least 30 days prior to the change taking effect.
3. **TENANT** shall be responsible for all damage or injury resulting from any violation of the rules and regulations.
4. **TENANT** shall not make or permit any disturbing noises on the property by himself, members of his family, guests or permit anything to be done that will interfere with the right, comforts, or convenience of other **TENANTS**. The **LANDLORD** acknowledges the right of the **TENANT** to entertain guests, but requires that no more than 10 people be permitted in the unit or on the deck at any one time and that order and tranquility prevail at all times. **TENANT** shall not play any musical instrument or loud stereo, television, radio or other audio equipment on the Leased Property or the premises between eleven o'clock p.m. and eight o'clock a.m. A Lease violation of \$200 will be charged for loud parties, loud music, loud car radios, and parties and/or gatherings of more than 25 occupants, and other disturbing noises.

LANDLORD reserves the right to restrict access to common spaces and to private decks, patios or balconies should **TENANT** engage in any of the following inappropriate behaviors:

1. Throwing of any substances or objects that intentionally or not cause or may cause damage.
2. Loud Music
3. Public urination
4. Public Lewdness
5. Harassment of passerby's or of other tenants or guests
6. Sitting or climbing on railings, rooftops, gates or fences

TENANT agrees to respect Quiet Hours as may from time to time be posted on property.

5. **TENANT** agrees to live cooperatively with **CO-TENANTS** sharing the common spaces and facilities of the Leased Property and community; and to recognize **CO-TENANTS'** rights to quiet enjoyment of these spaces.
6. **TENANT** shall keep the Leased Property in good state of preservation and cleanliness. **TENANTS** are responsible for keeping areas nearby their porch from any trash, cigarette butts or debris. If any such matter is found in these areas, **TENANT** may be charged a minimum of \$25 per incident. Any trash bags that are left on the grounds and porches will be removed to the dumpsters. The **TENANT(S)** responsible for the trash will be charged at the rate of \$25 per bag or a minimum charge of \$25 per incident.
7. Neither **TENANT(S)** nor their guests shall throw cigarette butts on the grounds, paving, decks and porches. If **TENANT** or guests of **TENANT** does throw cigarette butts in any such places, the **TENANT(S)** responsible will be charged at the rate of \$25 per bag or a minimum charge of \$25 per incident.
8. No ash can, garbage can, wood box, kitchen supplies, ice, laundry, furniture or other articles whatsoever shall be placed on the decks, staircases, or landings, with the exception of deck furniture on rear decks. No articles shall be hung from the windows or placed upon the window sills.
9. The commodes and other water apparatus such as dishwashers and garbage disposals shall not be used for any other purpose other than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags, paper towels, excessive food matter or any other improper articles be thrown into the same. Some products that say they may be flushed should not be. **TENANT(S)** are advised to read and follow products instructions, but also to apply common sense and if in doubt, **TENANT** is advised NOT to flush anything in question. If a product says it can be flushed, then it may not be flushed, so **TENANT(S)** are advised to read and follow the product's instructions. Any damage resulting from misuse thereof shall be borne by the **TENANT** upon whose property it shall have been caused. In additions, **TENANT(S)** will be charged for any toilets and garbage disposals that have been clogged by foreign objects.

The use of TOILET cleaning Tablets is strictly prohibited.

10. **TENANT** must regularly clean the lint filter on the dryer to prevent fire.
11. Garbage, refuse, and other waste matter shall be disposed of in the dumpster.
12. Recycled goods shall be placed in the recycling bin. Individual recycling containers shall never be kept on the decks, landings, stairs or any other exterior area.

TENANT Initials _____



- 13.** Keyed entry lock(s) will be changed prior to the **TENANT** taking possession of the Leased Property. **TENANT** may, at any time, ask **LANDLORD** to: (A) install one keyed deadbolt lock on all exterior doors, if the Dwelling Unit does not already have one installed on each door; (B) install a sliding door pin-lock and/or a security bar on each sliding glass door; (C) install one door viewer on each exterior door; and (D) change or rekey locks during the lease term. **LANDLORD** will comply with these requests, at **TENANT'S** cost and expense. **TENANT** will not add, remove, enter or change any locks. All lock changes must be requested in writing and completed by Copper Beech Townhomes. Unauthorized locks or doorknobs which are installed by the **TENANT** will be removed at **TENANT'S** expense.
- 14.** **TENANT** shall inspect their smoke detector regularly and will be responsible for replacing batteries as needed. **LANDLORD** shall not be responsible for the malfunction of smoke detectors whether as a result of weak, defective, or inoperable battery or otherwise. Should **TENANT** fail to keep a charged battery in the detector or permit the smoke detector to be damaged in any way, **TENANT** shall be assessed the sum of \$25.00 plus any municipal fines. **TENANT** shall also be responsible for care and maintenance of the fire extinguisher. The fire extinguisher will be charged when resident moves in and must remain charged during tenancy and upon vacating. If for some reason the fire extinguisher is discharged, **TENANT** must make arrangements with our maintenance office to recharge it. The cost of recharging the extinguisher will be billed to all residents of the unit.
- 15.** **TENANT** will maintain a minimum temperature of 55 degrees F in all heated rooms of the Leased Property at all times. Also, before leaving the Leased Property for any extended period of time, **TENANT** shall provide for daily inspection of the property during cold periods. This inspection shall include checking on the heating system to insure that proper heat levels are being maintained. (KEROSENE BURNERS OR ANY TYPE OF AUXILIARY HEATERS ARE PROHIBITED). **TENANT** is responsible for any damage to unit that occurs because heat was turned below 55° F or off. **LANDLORD** may enter the Leased Property to inspect service and maintain the heating system and water meters if necessary.
- 16.** No sticky materials whatsoever or large nails, hooks, screws or string lights (such as holiday decorations) are to be put in/on walls or ceiling. Small nails (such as brads) may be used in walls to hang pictures. **TENANT** Agrees NOT to paint any portion of the unit and accepts responsibility for any costs associated with repainting in order to restore color, sheen or texture to its original condition (not withstanding normal wear and tear). **TENANT** will be responsible for painting labor and supply costs to repair any damage to walls and paint such as holes, smudges, dark marks, sticky materials, large nail holes, marks on ceiling and any other painting costs exceeding normal wear and tear. Wear and tear is defined as the natural fading or cracking or peeling of paint. **TENANT** will be responsible for the costs of all other painting or wall repairs performed in the Leased Property. At or shortly before the time of move-out, the condition of the walls will be assessed and **TENANT** will be billed for any **full paint** job based on the condition of the Leased Property. This cost will be passed along to the **TENANT** as part of their move-out bill.
- 17.** **TENANTS** shall furnish electric light bulbs and fluorescent starters.
- 18.** Satellite dishes are not permitted on the property without prior, written approval and all installations must follow guidelines outlined by Copper Beech Townhomes.
- 19.** All bicycles and motorcycles shall be kept in designated areas.
- 20.** Window air conditioning units are not allowed. Any window units installed will be removed by **LANDLORD** and the cost of removal and repair of any damages will be the responsibility of the **TENANT**.
- 21.** **TENANTS** are not permitted on roof tops.
- 22.** **TENANT** agrees to give right of entry to pest control vendors when extermination is scheduled.
- 23.** Notice shall be given to **LANDLORD** if the property is not going to be occupied for a period of time.
- 24.** Water beds, halogen lamps, candles and charcoal grill or fryers are not permitted at any time.
- 25. GRILL OR FRYERS/BAR-B-QUES/SMOKERS**
 Without **LANDLORD'S** prior written consent, no charcoal burners, open- flame cooking devices, or liquid petroleum gas fueled cooking devices (hereinafter "grill or fryer") shall be allowed in or about the premises. In the event that **LANDLORD** authorizes **TENANT** in writing to have a grill or fryer on the premises, or a grill or fryer is made available by **LANDLORD** as a courtesy for use by **TENANT**, **TENANT** expressly agrees that it may only be used at **TENANT's** own risk, common sense shall be exercised at all times, and **TENANT** shall follow all rules whether posted or as follows:
- a. In Landlord's sole discretion, **LANDLORD** may revoke permission to keep and/or operate a grill or fryer on the premises by giving **TENANT** a 30-Day Notice.
 - b. **TENANT** agrees to comply with all applicable ordinances, regulations, and laws governing grill or fryers and storage of combustibles.
 - c. **TENANT** agrees to maintain and operate the grill or fryer in a safe manner, following all manufacturers' directions for safe operation, storage, and maintenance of the grill or fryer.
 - d. The grill or fryer may only be operated on a firm, level surface at least ten feet away from walls, siding, deck rails, overhangs, eaves, foliage, furniture, and other combustibles.

- e. If Gas or Electric grill or fryers are permitted by local ordinance, they **MUST** be placed on a pad which is certified for grill or fryer use to protect the decking from stains, burns, etc. If grease stains or burn marks are evident on the deck because of the use of a grill or fryer, **TENANT** will be billed the cost of pressure washing or repairing the deck and **TENANT** will be barred from any future use of a grill or fryer on the premises.
- f. Grill or fryers may only be used outdoors and never in an enclosed area such as a garage.
- g. **TENANT** must stay by the grill or fryer at all times while it is being operated.
- h. If using a gas grill or fryer, **TENANT** shall check for gas leaks before each use and if the grill or fryer has a gas leak, however small, it shall not be used under any circumstances.
- i. Gas cylinders must be stored in an upright position, away from heat, spark, or flame, and secured against access, theft, or tampering. Gas cylinders shall not be stored indoors or left in a vehicle.
- j. **TENANT** shall be liable to **LANDLORD** for all damages or expenses incurred by or in connection with the grill or fryer, and shall hold **LANDLORD** harmless and indemnify **LANDLORD** for any and all damages or costs in connection with the grill or fryer. **TENANT** uses any grill or fryer at their own risk.
- k. **TENANT'S** are hereby advised to use proper care and materials in disposing of any waste oils or other materials from fry cooking. **TENANT** shall be responsible to **LANDLORD** for all damages or expenses incurred by or in connection with **FRYER** oil or such materials that were not properly disposed of. At no time will **FRYER** oil be put into plumbing or dumped onto buildings or grounds.
- l. **TENANT** is strongly encouraged to carry appropriate renter's insurance to cover any and all damages caused by use, ownership, movement, and/or storage of the grill or fryer.

26. Beer kegs may not be brought to the property, or **TENANT** will be fined \$600.00.

27. **TENANT** agrees to park in parking spaces with parking permit permanently affixed to the rear window, in the lower left-hand corner. Do not obscure the permit or number in any way. If your permit is unreadable or is not affixed to the rear window the vehicle may be towed at the owner's expense. In the event your rear window has tint, your parking permit must be placed in the lower left-hand of the front windshield and be visible. **TENANT(S)** may not park on the grass at any time. **TENANT(S)** may not park any vehicles in the visitor spaces at any time. Visitors may only park on premises while visitor is physically on premises. Visitor parking may not be longer than 2 days. Visitors must park in designated visitor parking spaces or the car may be towed. Loss of a parking permit will result in a \$100 fee to be paid by the unit which was assigned the lost permit. Cars cannot be parked in fire lanes, along curbs, near dumpsters, behind another car, or any location other than designated parking spaces. Any cars parked in undesignated areas will be towed at owner's expense. **TENANT** is responsible for informing their guests of all policies contained in this Lease. All vehicles must be roadworthy and operable and must display valid license and inspection.

28. **TENANT** must use an ironing board when ironing clothes. At no time should the **TENANT** place a hot or warm iron on the carpet. If carpet is burned by any means (iron, cigarette burns, candles, etc.) the ENTIRE carpet will be replaced at **TENANT'S** expense.

29. THERE WILL BE A \$500 MINIMUM CHARGE PER INCIDENT (UNFURNISHED UNITS) IF A PET IS IN THE PREMISES AT ANY TIME, EXCEPT PURSUANT TO AN APPROVED REASONABLE ACCOMMODATION REQUEST. THIS REFERS TO ALL PETS WHETHER THE PET BELONGS TO THE **TENANT** OR NOT. THE MINIMUM CHARGE FOR FURNISHED UNITS WILL BE \$3,500 MINIMUM CHARGE PER INCIDENT. (*Illegal Pets includes all pets except for FISH which may be in a tank no larger than 25 Gallons.*)

30. Occupancy of the Dwelling Unit shall be limited to the person(s) named as **TENANT(S)** on the Lease. Local ordinances provide for over-occupancy, which constitutes a zoning violation which may be subject to fines and/or criminal punishment. **TENANTS** are specifically advised of the existence of this ordinance and should any violation occur or be alleged to have occurred, **TENANTS** agree to pay all fines, court costs, and attorney's fees associated with such violations or alleged violations whether a conviction results or not. **TENANTS** will be charged \$800.00 per illegal occupant for violation of this ordinance.

31. ROOMMATE CHANGES: As stated in your Lease, you may not sublet or assign your Leased Property without your **LANDLORD'S** written approval, which may be granted or denied in **LANDLORD'S** sole discretion. Sublet and assignment fees are \$125.00 per sublet and \$225.00 per assignment. The prospective **TENANT** must fill out and submit an application and an application fee of \$30 to **LANDLORD**. A violation of this sublet procedure will result in a \$500 charge per incident and any non-authorized parties will be evicted. All **TENANTS** and Sublease's must sign the sublet agreement, and a security deposit transfer agreement.

If for any reason it becomes necessary to place another **TENANT** in the Leased Property, including by example the subletting or assignment of the Lease with **LANDLORD'S** written approval, the **LANDLORD** recognizes that the gender, gender-identity, or sex of a potential roommate may be important to **TENANT**. **LANDLORD** cannot guarantee that each **TENANT'S** express or implied preferences can be accommodated. However, in the event that during the term of the tenancy it becomes necessary to make an assignment, sublease, or for any reason place another **TENANT** in the Leased Property, **TENANT** indicates a preference as follows:

- a. I would prefer that the replacement **TENANT** be of the same gender and gender-identity as Tenant. Check if Appropriate
- b. I agree that the replacement **TENANT** need not be the same gender as and gender-identity as Tenant. Check if Appropriate

If any **CO-TENANT** in the Dwelling Unit has indicated a preference for the gender of any replacement Tenant to remain the same as the original Tenant, then **TENANT** recognizes and agrees that **LANDLORD** will use best efforts to meet such request. If **TENANT** has not indicated a preference by marking one of the above noted selections, **LANDLORD** may enter into a lease with a replacement Tenant of either gender. Any changes to the preference noted above must be made in writing and served on **LANDLORD** before a lease is entered into with the potential replacement Tenant. **TENANT** also expressly agrees to cooperate fully in the placement of other Tenants in the Dwelling Unit. By example, if **TENANT** is contacted by another potential Tenant, **TENANT** shall not advise the prospective Tenant that a room is already rented or make any other representation which would falsely lead the prospective Tenant to believe that there was not an available room in the Dwelling Unit for the prospective Tenant. In the event that this should occur, **TENANT** shall be responsible to pay additional rent for the unrented bedroom.

- 32.** **TENANT** is responsible for inside phone line connections for single and multiple lines.
- 33.** Rent is to be paid by check or by credit / debit card through **LANDLORD**'s website if/as made available as a courtesy to **TENANT**; certain fees may apply. If paying by All checks should be mailed to the following address:

Copper Beech Townhomes
703 W. Gourley Pike
Bloomington, IN 47404

APPLICATION OF PAYMENTS

LANDLORD may apply any payment, or portion thereof, made by TENANT to any monetary obligation of TENANT to LANDLORD notwithstanding any dates or other direction from TENANT that accompanies such payment. Any attempt by TENANT to allocate a payment in any other way shall be null and void, including the use or application of a restrictive endorsement on the face of any money order or check. In the LANDLORD'S sole discretion, payments will generally first be applied to outstanding non-rent items.

- 34.** Misuse of fire alarms by **TENANTS** or **TENANTS** guests will result in a fine to the **TENANTS** of \$1000.00 plus any municipal charges.
- 35.** **LANDLORD** may in its discretion, but is not required to, accept packages in the office in the event that **TENANT** is not home. **LANDLORD** will hold packages for up to 14 days. **LANDLORD** is not responsible for the condition of the package or its contents. Any packages are not picked up within 14 calendar days will be returned to sender. **LANDLORD** is not responsible for lost packages.
- 36.** **LANDLORD** does not provide security. Call the police department if you have any issues or witness suspicious activity. **TENANT** is responsible for his/her own safety and security.
- 37.** PEST CONTROL: **TENANT** agrees to report any pest issues to **LANDLORD** for necessary remediation. It is the responsibility of the **TENANT** to keep the house clean; if **TENANT** consistently lives in an unsanitary environment, **TENANT** acknowledges and accepts that **LANDLORD** is limited in its ability to address the pest situations, and **TENANT** waives the right to hold **LANDLORD** responsible for continual issues. When inhabiting the Unit, **TENANT** agrees to inspect the house for fleas, bedbugs and termites to the best of **TENANT'S** ability. After **TENANT** has returned the Move-In Inspection Form, and if **TENANT** has not made mention of the aforementioned pests, **TENANT** will be responsible for remediation. If **TENANT** is found responsible for or contributing to the infestation, **TENANT** will be charged for the testing and remediation of all infected units.
- 38.** Where shuttle services are provided **LANDLORD** will make best efforts to maintain consistent service but such service is not guaranteed.
- 39.** All inside stair, front porch and back deck railings and banisters are to be used only for their intended purposes. **TENANT** and guest(s) shall not lean against, sit on, stand on, or in any other way misuse or abuse these railings or banisters. **LANDLORD** is not responsible for injury or loss of any kind resulting from misuse of stair, porch and deck railings and banisters. Any loose railings or banisters shall be reported to **LANDLORD** immediately for repair.
- 40.** **TENANT(S)** will be charged according to the following rate schedule for mishaps and violations of the rules and regulations of the community:

TENANT Initials _____



a.	Illegal Pets Minimum Charge	\$ 500.00
b.	Check returned from bank	\$ 35.00
c.	Lockout after Office Hours	\$ 50.00
d.	Late Rent Fee	\$ 5.00 per day
e.	Late Water/Sewer Fee	\$ 5.00 per day
f.	Replacement Door Key	\$ 25.00
g.	Lock Change	\$ 100.00
h.	Replacement Mail Key	\$ 25.00
i.	Replacement Parking Permit	\$ 100.00
j.	Beer Keg Violation	\$ 600.00 per incident
k.	Noise Violation	\$ 200.00 per incident
l.	Damage to Property's Amenities	Actual cost of repairs + 15% Administrative Fee
m.	Occupancy violation	\$ 800.00 per person not on Lease occupying townhome
n.	Failure to follow sublet procedure	\$ 500.00
o.	Fire alarm misuse	\$1000.00
p.	Early utility turnoff	\$100.00, each additional month \$50.00

CHECK OUT PROCEDURE

1. Notify **LANDLORD** in advance of your exact moving date.
2. All extinguished light bulbs and dead 9-volt smoke alarm batteries must be replaced by **TENANTS** prior to move-out.
3. Return all keys, parking permits and activity cards to the **LANDLORD** when you vacate the Leased Property. Do not leave any of these items in the Dwelling Unit. Failure to return parking permit and activity cards will result in a \$100 fee. Failure to return all keys will result in a lock change charge in addition to a replacement key charge. All keys, parking permits and activity cards must be returned on or before the expiration of your Lease and may not be mailed in at a later date. No refunds will be given for any items returned after the move-out date.
4. Carpet must be left in neat and clean appearance and free of spots, stains, burns, rips or other visible damage. Should the carpet be left in a condition beyond normal wear and tear, **LANDLORD** will have the carpets professionally steam cleaned at **TENANTS'** expense. If carpet replacement is deemed necessary, **TENANT** will be charged full replacement cost
5. All other floors, furniture, appliances, light fixtures, baseboards, window screens, etc should be vacuumed and in the same condition as move-in, less normal wear and tear. Any damage to such items beyond wear and tear will be repaired or replaced at **TENANT'S** expense.
6. Burner pans, smoke detector batteries, and spent light bulbs must be replaced by **TENANTS**. Do not turn refrigerator off, simply defrost and turn to lowest setting. Mini blinds must be cleaned or if damaged replaced.
7. Remove all personal effects, food and trash. All personal items and furnishings remaining at the end of the Lease are considered abandoned and will be donated or disposed of at **LANDLORD'S** discretion. Removal of remaining items will be charged at **TENANT'S** expense.
8. Exterior of the property must be clean and free of debris. This includes porches, decks, steps, and grounds adjacent to your unit. Any debris found will be charged at **TENANT'S** expense.
9. Upon vacating do not turn the air conditioning below 70° F.
10. If **TENANT** fails to vacate at the end of the Lease term they will be treated as a holdover tenant and their property will be considered abandoned, in accordance of the terms of the Lease.

Security deposit, less any necessary deductions, will be returned in one check payable to the following **TENANT** at the address indicated below. In the event this is a joint and several lease with individual rent responsibility the security deposit shall be returned to each **TENANT** listed below. Any statements or estimates of damage or damage costs made by **LANDLORD** or **LANDLORD'S** representative are subject to correction or modification before final security deposit accounting. If no forwarding address is given, the check will be sent to the Leased Property. A complete list of possible move-out charges can be obtained from the property office.

NAME	NAME
STREET	STREET
CITY/STATE/ZIP	CITY/STATE/ZIP
NAME	NAME
STREET	STREET
CITY/STATE/ZIP	CITY/STATE/ZIP

CHARGES WILL BE MADE AGAINST YOUR SECURITY DEPOSIT IF THE ABOVE PROCEDURES ARE NOT FOLLOWED. ALSO, ALL DAMAGES BEYOND NORMAL WEAR AND TEAR WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT.

I acknowledge that I have read the above Lease, Rules, Regulations, and Check-Out Procedures and will abide by the same.

DATE SIGNATURE OF LANDLORD:

DATE SIGNATURE OF TENANT(S): DATE SIGNATURE OF TENANT(S):

TENANT Initials _____



ADDENDUM ON INSECTS AND PESTS

This Addendum sets forth **TENANT(S)**' responsibilities with respect to insects and pests.

1. **Inspection.** As is set forth in the Lease, both **LANDLORD** and **TENANT(S)** agree they will inspect the Dwelling Unit prior to move-in. No evidence of insects, pests, or pest infestation was identified at move-in, unless otherwise indicated on the Move-In Inspection Report, in which case any such infestation will be treated by **LANDLORD**. A new Move-In Inspection will then be conducted, and the Move-In Inspection Report will be updated to reflect no evidence of insects, pests, or pest infestation.
2. **No Current or Prior Infestation; Treatment.** **TENANT(S)** represent and agree that they are not aware of an infestation or presence of any insects or pests in **TENANT(S)**' current or previous homes, or in any personal property or belongings of **TENANT(S)**; or **TENANT(S)** have fully disclosed any previous insect or pest infestation which **TENANT(S)** may have experienced. **TENANT(S)** represent and agree that in the event **TENANT(S)** has experienced any prior infestation that **TENANT(S)** have had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed professional pest control service, and that such items are free of further infestation. **TENANT(S)** shall provide written documentation to **LANDLORD** evidencing such treatment.
3. **Maintenance.** **TENANT(S)** agree to maintain the Dwelling Unit free from insects and pests and insects, and shall not knowingly bring any items into the Dwelling Unit that may contain pests or insects, such as used or discarded furniture or other personal property without first professionally treating such items to eliminate any pests or insects.
4. **Notice.** **TENANT(S)** shall promptly notify Management of any conditions that may indicate the presence of insects and pests in the Dwelling Unit, or in any of **TENANT(S)**' clothing, furniture, or personal property. **TENANT(S)** shall promptly notify Management if they discover any condition or evidence that might indicate the presence or infestation of insects and pests, or of any confirmation of the presence of insects and pests by a pest control service or other authoritative source.
5. **Treatment.** **TENANT(S)** shall prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions of **LANDLORD**, and if insects or pests are found to be present, follow any written instructions provided by **LANDLORD** to eliminate the insects or pests following the application of insecticides or pesticides. **TENANT(S)** who have concerns about specific insecticides or pesticides shall notify the **LANDLORD** in writing no less than 24 hours before any scheduled insecticide or pesticide application
6. **Costs.** All costs resulting from the presence of insects or pests in the Dwelling Unit must be paid by **TENANT(S)**, with such amounts to be considered additional rent, and which shall include without limitation: all damages, cleaning, pest treatment fees, and any costs incurred as a result of the infestation spreading to adjoining or neighboring dwelling units.
7. **Indemnity.** **TENANT(S)** do hereby release **LANDLORD** and Managing Agent from any and all claims or liability to **TENANT(S)**, **TENANT(S)**' authorized occupants, or guests or invitees, and do hereby agree to indemnify and hold **LANDLORD** and Managing Agent harmless, from and against any and all loss, damage, claim, suit, costs (including reasonable attorney's fees and costs) or other liability whatsoever arising from the presence of insects or pests in the Dwelling Unit, and/or resulting from **TENANT(S)**' failure to comply with the provisions of this subsection or any other provisions of law.
8. **Miscellaneous.** If **TENANT(S)** breach any provision of this Addendum, it shall constitute a default under the Lease, and **LANDLORD** shall have all remedies set forth in the Lease. If any portion or provision of this Addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties.
TENANT(S) acknowledge that they have read, understand, and agree to the terms of this Insect and Pest Addendum.

DATE **SIGNATURE LANDLORD:**

DATE **SIGNATURE OF TENANT(S):** **DATE** **SIGNATURE OF TENANT(S):**

PROPERTY DAMAGE LIABILITY LEASE ADDENDUM

This Property Damage Liability Lease Addendum (this "Addendum") is an addendum to your Lease Agreement. It is intended to be a part of the Lease Agreement between the Tenant and Landlord.

Landlord: Copper Beech Townhome Communities Twenty-Two, LLC

Tenant: _____

Premises: 703 W. Gourley Pike UNIT _____, Bloomington, IN 47404

As provided in the Lease Agreement, Tenant is recommended to maintain property damage liability insurance during the Term of the Lease Agreement and any subsequent renewal periods. It is recommended that the insurance be no less than One Hundred Thousand and No/100 Dollars (\$100,000.00) for damages to the property of Tenant and Landlord with provisions covering, at a minimum, perils of fire, explosion, sewer backup, smoke and accidental water discharge, among other things.

Tenant agrees to either (a) purchase an insurance policy from an insurance company of his/her choice in accordance with the terms and conditions of this Addendum or (b) elect the "Property Damage Liability Loss Waiver" option below, which provides coverage to Tenant only for the five perils noted above and enrolls the Tenant in the Tenant's Legal Liability (TLL) program, a Lyndon Southern Insurance Company program, for the tenants of the Premises (c) decline with understanding that the LANDLORD has recommended liability insurance and renters insurance. All costs and expenses incurred in connection with any option shall be paid by Tenant.

In the event Tenant elects to obtain its own insurance policy, Tenant shall request that the Landlord be (a) named as an "additional insured" on Tenant's policy and (b) noted to be informed if the Tenant's policy is cancelled or terminated. Such policy shall be written as a policy not contributing with and not in excess of coverage which Landlord may carry, and shall remain in full force and effect during the Term of the Lease Agreement and any subsequent renewal periods.

In the event Tenant elects the "Property Damage Liability Loss Waiver" option below, Tenant will pay the monthly fee associated therewith, which shall be due and payable each month without demand at the time of the Periodic Installment Payment. Landlord provides no representations or warranties with respect to the insurance or services provided by the TLL program or the sufficiency of such insurance or any other insurance described herein. The Tenant's Legal Liability (TLL) program is not owned or operated by Landlord. However, Landlord will receive compensation in the event you elect the "Property Damage Liability Loss Waiver" and are enrolled in the Tenant's Legal Liability (TLL) program. You are under no obligation to elect this option or purchase insurance through this program. The insurance policy obtained through the Tenant's Legal Liability (TLL) program requires a \$250 per occurrence deductible with a maximum of 2 claims per year for an aggregate limit of \$200,000.

Tenant agrees that a failure by Tenant to comply with any of the terms and conditions of this Addendum shall constitute a default under the Lease Agreement to the extent permitted by Applicable Law. In the event of such default to the extent permitted by Applicable Law, Landlord shall have all rights and remedies available to it under the Lease Agreement.

Acknowledgement:

I understand that Landlord is not a licensed insurance agent and is neither making an offer of insurance nor selling insurance.

Choose Option Below:

I will purchase my own insurance policy in accordance with the terms and conditions of this Addendum and provide a copy of the policy to Landlord, who shall determine that its terms are, in fact, in accordance with the terms and conditions of this Addendum.

I accept the Property Damage Liability Loss Waiver and agree to enrollment in the TLL program for the tenants of the Premises and the monthly fee associated therewith of \$11.95 per month, which shall be considered additional rent.

I decline with understanding that the LANDLORD has recommended liability insurance and renters insurance.

DATE SIGNATURE OF LANDLORD:

DATE SIGNATURE OF TENANT(S):

TENANT Initials _____

