



**Property
Management** INC®

PMI INDIANAPOLIS

Residential Lease Agreement

PMI Indianapolis

15275 Stony Creek Way

Suite A

Noblesville, Indiana 46060

317-572-7036

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RESIDENTIAL TENANT LEASE

1. **PARTIES.** The parties to this Residential Lease (“Lease”) are:

Landlord: _____

Tenant(s) _____

Tenant(s): _____

2. **PROPERTY.** Landlord leases to Tenant(s) the following real property (“Property”):

Address: _____

Unit: _____

3. **ACTING PROPERTY MANAGER.**

The person or entity acting as the property manager of the Property is listed below. All future inquiries about this Lease, including but not limited to, rental payments, security deposits, and requests for repairs should be directed to the person or entity listed below.

Name of Property Manager: PMI Indianapolis
Phone: (317) 572-7036
Address: 15275 Stony Creek Way, Suite A, Noblesville, Indiana, 46060
E-mail: repairs@pmiindy.com / leasing@pmiindy.com

4. **TERM; TERMINATION.**

a. Primary Term: The primary term of this Lease begins and ends as follows:

Commencement Date: _____ Expiration Date: _____.

b. Delay of Occupancy: Tenant must occupy the Property within 5 days of the Commencement Date. If Tenant is unable to occupy the Property by the 5th day after the Commencement Date due to construction on the Property or a prior tenant's holdover, Tenant may terminate this Lease by giving written notice to Landlord, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant's holdover.

c. Automatic Renewal of Term; Termination. Upon expiration of the Primary Term, this Lease shall automatically renew on a month-to-month basis and Monthly Rent shall automatically increase by 10% plus \$50 unless Landlord or Tenant provides the other party written notice of termination not less than 30 days prior to the Lease Expiration Date.

d. Early Termination: At the sole election of the Manager, Tenant may be permitted to pay a Lease cancellation (“Opt-Out”) fee and vacate the Premises prior to the end of the Term of this Agreement. In addition to any



outstanding monies owed, the Opt-Out fee shall equal Rent due during the thirty-day notice, plus two additional month's rent. The Opt-Out fee shall be paid when Tenant gives the thirty-day notice.

5. RENT.

- a. Monthly Rent: In addition to any other sums due under this Lease, Tenant will pay Landlord monthly rent in the amount of \$ _____ for each full month during this Lease. The first full month's rent is due and payable no later than _____. Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before the first day of each month, in advance, without notice or demand, during this Lease. (The due dates listed above are collectively referred to herein as the "Due Dates.") Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.
- b. Prorated Rent: On or before _____ Tenant will pay Landlord \$ _____ as prorated rent from the Commencement Date through the last day of the month in which this Lease begins.
- c. Place of Payment: Tenant shall make all payments due to Landlord online through the tenant portal or in such manner as Landlord designates in writing as referenced in 5(d). It is not the responsibility of PMI Indianapolis to go to the premises, or elsewhere, to retrieve the rent.
- d. Method of Payment: Management will accept payment, of any monies due and owing Management, in any of the following forms:
 - Auto Pay: Tenants have the option of scheduling their payments through the Tenant Portal, manually or automatically.
 - Check or Cashier's Check: Upon Landlord approval, Tenants can drop off or mail in a check or cashier check made payable to PMI Indianapolis. If Check is denied by bank for any reason, all future rents to be paid via Cashier's Check.
- e. Late Charges. For any payments not received by Landlord, in full, by the Due Dates, Tenant will pay Landlord:
 - an initial late charge equal to 10% of one month's rent; plus
 - an additional late charge of \$10 dollars per day with a max of \$300 per month thereafter until rent and late charges are paid in full. Landlord's acceptance of a late charge does not waive Landlord's right to exercise other available remedies.
- f. Returned Payment: Tenant will pay Landlord \$40.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges, until Landlord receives payment in full.
- g. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant (e.g. late charges, returned payment charges, repairs, brokerage fees, periodic utilities, pet charges) and then to rent.
- h. Document Preparation Fees: Tenant is required to pay the following document preparation fees associated with the Lease:
 - \$100 Lease preparation fee, both for first time contract and renewals; and
 - \$50 for any Lease modifications (e.g., tenant changes, terms, etc.), due at time of modification.

6. SECURITY DEPOSIT.

- a. Cash Deposit or Deposit Insurance Policy

Cash Deposit

On or before execution of this Lease, Tenant will pay a security deposit to landlord in the amount of \$ _____ by cashier's check or wire transfer. Personal checks will not be accepted.

Deposit Insurance

- As an alternative to posting the required cash security deposit, Tenant may elect to purchase a Rhino deposit insurance policy. Tenant agrees to pay the non-refundable premium instead of posting a cash security deposit.
- The premium for this policy during the lease term is \$ _____.
- The Coverage Amount is \$ _____.
- You are bound by the terms and conditions of the policy that is executed with Rhino. This premium is paid directly to Rhino, and understand at the end of the lease term, a new policy will be required to be purchased, or a cash deposit in the same amount as the coverage amount above will need to be deposited with the Landlord.

- b. Application of Funds. No interest or income will be paid to Tenant on the security deposit. The Security Deposit is not to be used as last month's rent. No portion of the Security Deposit shall be deemed rent for any rental month during tenancy. It is understood that the security deposit is applicable to all Resident(s) jointly, and Landlord does not account for it until the passing of the permissible statutory period after all Residents have vacated the Premises. Any refund due may be made payable jointly to all Resident(s) and it shall be the responsibility of all Resident(s) to work out between themselves the manner of dividing said security deposit.
- c. Forwarding Address: Prior to vacating, Tenant shall provide Landlord and the United States Postal Service, Tenant's forwarding address. If not provided, any Security Deposit Disposition Letters and/or refunds shall be mailed to the last known address of the Tenant.
- d. Refund of the Security Deposit can only be determined after the resident has physically moved out of the property and possession of the property turned over to management. After move-out, an inspection will be conducted to determine the final condition of the property. Refund of security deposit is subject to reimbursement of the cost of repairing any damage caused to the unit by you, your family or your guests (normal wear and tear excepted) and any rent or other charges owed. If the security deposit is later increased by agreement of the parties for any reason (for example pets, satellite dishes, waterbeds, etc.) the additional security deposit will be disbursed by Landlord in accordance with this paragraph at the end of the statutory period following the end of Resident(s)' tenancy.

7. UTILITIES.

Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections). Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this Lease is in effect: gas, electricity, water, wastewater, and garbage services. Before signing this Lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

- a. Tenant agrees to pay any and all related deposits and transfer charges that are required by the utility companies servicing the property. Tenant shall transfer into Tenant's name or account, effective on or before the Lease Start Date, all utilities serving the Premises that are to be paid for by Tenant.



- b. Utilities that are to be placed in the tenant's name and are payable directly to the service providers include: _____.
- c. Tenant will pay a monthly fee in the amount of \$ _____ that will satisfy their obligation for the following utilities, which will be maintained in the landlord's name: _____ . Landlord reserves the right to adjust this amount based on actual utility consumption and expenses during the term of this lease.
- d. There shall be a \$50.00 per invoice charge for processing utility bills and payments for those tenants who have failed to put the utilities in their name or have failed to make their utility payments on time. Any unpaid utilities due to landlord by the tenant shall be considered rent due under the terms of this lease agreement.
- e. Tenant shall NEVER have the utilities shut off while this lease is in effect. Tenant agrees that a copy of this Lease, at the option of Management, may be provided to any public or private utility company providing services to the property and Management shall be entitled to receive notice of any delinquent billing or cut-off notice from said utility company without the consent or prior notice to the Tenant. If, for any reason, Tenant has the utilities turned off, Management will charge a reconnect fee of \$50.00 per utility plus any utility company charge.

8. APPLIANCES.

- a. Landlord will supply and maintain the following appliances for the duration of this lease agreement: _____
- b. Tenant will keep appliances provided by Landlord in good, working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of the tenant, either in appliance repair or replacement.
- c. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.
- d. Tenant must have written approval before installing any appliance. Landlord accepts no responsibility for the maintenance, repair, or upkeep of any appliance supplied by the Tenant. Tenant agrees they are responsible for any damage that occurs to the leased premises resulting from the addition of any appliance that is supplied by the tenant.

9. USE AND OCCUPANCY.

- a. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this Lease are:

_____.
- b. Assignment, Subletting and Replacement Tenants: Tenant may not assign this Lease, sublet the Property or substitute tenants without Landlord's written consent. Any assignee, subtenant, or replacement tenant must, in Landlord's sole discretion, provide Landlord with an application to rent and be approved prior to occupancy.

Should Landlord agree to an assignment, sublet, or replacement tenant, Tenant will pay Landlord \$250.00 plus any lease modification fees. Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this Lease because of an assignment or sublease. An assignment of this Lease or a sublease of this Lease without Landlord's written consent is voidable by Landlord.



- c. Phone Numbers and E-mail: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.
- d. HOA Rules: Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.
- e. Prohibitions: Unless otherwise authorized by this Lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for any activity which is a nuisance, offensive, noisy, or dangerous, vehicle repair, any business of any type, including but not limited to childcare, activity which violates zoning ordinances, owners' association rule, or restrictive covenant; any illegal or unlawful activity, activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.
- f. Guests: Defined as an unauthorized occupant (regardless of familial relationship) staying longer than 7 days, without prior approval of the Landlord. Should unauthorized occupants be found by the Landlord residing in, or appearing to be in control of the premises, Tenant understands and agrees to pay a fee of two times (2x) their monthly rental charge, for each month that any unauthorized occupants are found in the property. Any violation of this section may be grounds for immediate eviction and collection of any outstanding fees. Payment of any fees under this section does not prevent landlord from seeking immediate eviction for the breach of unauthorized occupants.
- g. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

10. PARKING RULES.

- a. Tenant may not permit more than ___ vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing.
- b. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate state and number) not later than 5 days after a change.
- c. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property.
- d. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense:
 - any inoperative vehicle on or adjacent to the Property;
 - any vehicle parked in violation of this paragraph or any additional parking rules made part of this Lease; or
 - any vehicle parked in violation of any law, local ordinance, or owners' association rule.

11. PETS.

- a. Tenant is not allowed to have any unauthorized pets on the Property, even temporarily, including but not limited to any mammal, reptile, bird, fish, rodent, or insect. Tenant's bringing animals onto the premises or the keeping or



possession of any animal for any duration without Landlord's written consent shall constitute a violation of this Lease.

- b. Tenant shall be responsible for any and all damage done by animals to the property. Pet odor and pet stains shall never be considered normal wear and tear. This type of damages shall always be the Tenant's responsibility and the cost to clean, repair or seal off such damage shall be charged back to the Tenant.
- c. If Tenant violates this (Section 11), Landlord may take all or any of the following action:
 - Declare Tenant to be in default of this Lease and exercise Landlord's remedies under Paragraph 25.
 - Charge Tenant, an initial amount of \$500 and \$40 per day thereafter per pet for each day Tenant violates the pet policy.
 - Remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet; and
 - Charge to Tenant the Landlord's cost to remove any unauthorized pet, exterminate the Property for fleas and other insects, clean and deodorize the Property's carpets and drapes, remove any pet waste and dispose of property, and repair any damage to the Property caused by the unauthorized pet. When taking any action under this Paragraph, Landlord will not be liable for any harm, injury, death, or sickness to any pet.

12. ACCESS TO PREMISES.

- a. Advertising: Landlord may prominently display a "For Sale", "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.
- b. Access: The parties agree that upon advance reasonable notice, Landlord or anyone authorized by Landlord may enter the Property at reasonable times to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Landlord will attempt to contact Tenant prior to entering the home. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice in the event of an emergency or when the property has been abandoned or surrendered.
- c. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge or no show fee of \$75 during working hours, \$175 for after working hours, as well as any additional fees incurred by third party vendors. Working hours are 8:00 AM – 5:00 PM Mon – Friday.
- d. Key box: Tenant authorizes Landlord or its agent to place a key box on the Property, containing a key to the Property, during the last 30 days of this Lease or if Landlord lists the Property for sale with a Licensed broker during the Term of this Lease. Tenant may withdraw authorization to place a key box on the Property by providing written notice to Landlord and paying Landlord a fee of \$250.00 as consideration for the withdrawal. Landlord will remove the key box within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the key box does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 12(b). If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 12(c).



- e. Lockbox Move-in Convenience Fee: A fee of \$25 is charged for the convenience of having a lockbox or keypad lock located on the Property at the time of move-in to allow you to have a more convenient move-in process. If tenant requests an in person move in or the move in date is within 7 business days of lease signing, tenant can request this service for a fee of \$125.
- f. Waiver of Liability. Landlord and it’s agents are not responsible to tenant, tenant’s guests, family, or occupants for any damages, injuries, or losses arising from the use of the key box unless caused by the negligence of landlord or its agents.

13. MOVE-IN CONDITION.

- a. Tenant acknowledges that Tenant has evaluated the Premises and found them in acceptable condition, and in good, clean, and acceptable repair except as specifically noted in writing as agreed to by the parties in the move in evaluation. Tenant accepts the Premises in "as-is" condition, without representation or warranty of any kind, whether express or implied, unless otherwise prohibited by law. Management specifically disclaims any warranty of habitability or covenant of quiet enjoyment. Tenant specifically acknowledges that no condition exists in the Premises that make the Premises materially dangerous or hazardous to Tenant's life, health, or safety.
- b. Prior to occupancy, Tenant will evaluate the premises and report any defects or problems in the move in evaluation. Any amendments to the move in evaluation must be brought to Management within 5 business days of occupancy, upon which time they will be incorporated into and made a part of this Lease, regardless of whether the document is attached. Tenant's failure to report any defects or problems in the move in evaluation within 5 business days of move-in is and shall be a binding admission by Tenant that the items described are acceptable and in good condition.
- c. The purpose of the checklist is to identify those flaws which are damaged and not likely to be repaired. Upon move-out, these items will not be charged against you. Anything not operable, or identified as a safety or security matter, should be immediately submitted for repair on a work order through your Tenant Portal within the first 5 days to avoid any tenant charge.

14. MAINTENANCE.

- a. For Tenant routine maintenance requests, involving any appliance or system of the home, the Tenant should immediately submit a work order through the Tenant Portal.
- b. Tenants will be responsible for the total cost of repair if the damages are a result of their neglect, ignorance, or intentional damage, as well as their failure to report any maintenance concerns which may have prevented any secondary damage to the home.

15. MAINTENANCE TERMS

- a. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.
- b. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may not:
 - remove any part of the Property or any of Landlord's personal property from the Property;
 - remove, change, add, or rekey any lock;

- make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
 - permit any furniture containing water (e.g. waterbeds) on the Property;
 - install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
 - alter, replace or remove flooring material, paint, or wallpaper;
 - install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 7;
 - keep or permit any hazardous material on the Property such as flammable or explosive materials;
 - keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
 - dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
 - cause or allow any lien to be filed against any portion of the Property;
 - disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property; or
 - keep or permit in, on, or about the Property boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles at any time without written permission of Landlord.
- c. **Failure to Maintain:** If Tenant fails to comply with any provision of this agreement or any Pool/Spa Maintenance Addendum/s, Landlord may, in addition to exercising Landlord's remedies to perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.
- d. **Smoking:** Smoking and vaping of any substance (hereafter referred to collectively as “smoke” and “smoking”) by Tenant, Tenant's guests, family, or occupants is not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking does occur on the Property, Tenant will be in default and Landlord may exercise Landlord's remedies under Paragraph 25 and/or Landlord may deduct from the Security Deposit damages to the Property caused by smoking, including but not limited to stains, residue, burns, odors, and removal of debris.

16. TENANT RESPONSIBILITY OF MAINTAINING PREMISES

- a. During the Lease Term, Tenant, at Tenant's expense, agrees to:
- keep the Property clean and sanitary;
 - promptly dispose of all garbage in appropriate receptacles;
 - change heating and air conditioning filters every 90 days;
 - supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, locks, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
 - maintain appropriate levels of necessary chemicals or matter in any water softener;
 - take action to promptly eliminate any dangerous condition on the Property;
 - take all necessary precautions to prevent broken water pipes due to freezing or other causes;
 - replace any lost or misplaced keys;
 - pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
 - remove any standing water;
 - know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage.
- b. Tenant shall use customary diligence in maintaining and not damaging the Premises. Regardless of whether Tenant is responsible for making any repair or performing any maintenance, Tenant shall always be liable to Landlord for the cost of any repair or maintenance caused by Tenant.

- c. Tenant shall be responsible to inform Landlord through the Tenant Portal of any maintenance issues which need to be addressed, including any conditions that pose a health or safety hazard to the occupants or premises. Any maintenance requests need to be delivered to the Landlord through the Tenant Portal in writing. Phone notice, text message, statements to vendors or Landlord Staff, and emails will not be accepted as proper notice.
- d. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code
- e. Emergency maintenance concerns shall be reported immediately. Emergency includes fire, flood, active water leaks, no heat (less than 32°), no hot water, sewer back-ups, etc.
- f. Tenants will be responsible for the total cost of repair if the damages are a result of their neglect, ignorance, or intentional damage, as well as their failure to report any maintenance concerns which may have prevented any secondary damage to the home.
- g. Tenant shall keep the yard free from all litter, dirt, debris, and any other obstruction.
- h. Tenant shall be responsible for all routine maintenance repairs and replacements to the interior of the Premises. Tenant shall maintain the residence in a clean, sanitary, neat, safe, fit, habitable, and undamaged condition. Tenant shall not permit any unlawful or wasteful activity on the Premises, and shall comply with all applicable laws, including but not limited to, building codes and laws regarding public health and safety.
- i. Tenant shall dispose of all ashes, rubbish, garbage, and any other waste in a clean and safe manner on a regular basis.
- j. Tenant must use plumbing fixtures and facilities, electrical, sanitary, heating, ventilating, air conditioning, and any other mechanical systems and appliances in a safe and reasonable manner, and in the manner and for the purposes for which they were designed. This includes, but is not limited to, properly maintaining water softeners, and preventing broken water pipes due to freezing or other causes. Tenant shall always provide appropriate or reasonable heating, climate control, ventilation, and lighting in the unit based on the circumstances.
- k. Without Landlord's prior written consent, Tenant shall not: make any alterations to the Premises, place stickers, deface or permit the defacing of any part of the Premises; use or install any shades, awnings, or window guards; install or remove any existing alarm systems, locks, air- conditioning units, space heaters, antennas, additional phone or cable TV outlets, satellite dishes or additional fixtures.
- l. Tenant shall not drill any holes into the walls, woodwork, or floors of the Premises. If Tenant makes or installs any decorations, alterations, additions, or fixtures without Landlord's prior written consent, Tenant agrees to remove, correct, repair, or replace at Tenant's expense.
- m. Tenant is responsible to supply and replace all light bulbs, fluorescent tubes, HVAC filters, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices with the same type and quality that are in the Property on the Commencement Date, at their own expense.
- n. Tenant agrees that at the time of possession that the property is free of rodents, pests, bugs, or other vermin and that it shall be Tenant's sole responsibility to exterminate or otherwise remove them from the property if such rodents, pests, bugs, or other vermin appear in the property.
- o. Tenant may NEVER withhold rent, use rent as a set off to make repairs, or at any time fail to pay anything other than the full amount due, regardless of any breach or alleged breach of this lease by Management, as allowed by law.

17. LAWN CARE AND LANDSCAPING

- Landlord, at Landlord's expense, will maintain the yard and landscaping. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times;
- Tenant, at Tenant's expense, will maintain the yard and landscaping;

- Tenant agrees to maintain the front, side and rear yards in a manner which will enhance the look of the exterior of the home. This includes, but is not limited to, mowing the lawn weekly, fertilizing the lawn, trimming trees and bushes 10 feet and under, weeding flower beds, and controlling pests and weeds.
 - Tenant is responsible to have gutters and downspouts maintained and cleaned to allow the flow of water away from the building.
- a. Tenant agrees to provide sufficient water to maintain the life of the grass, bushes, and other vegetation. Tenant further agrees to fertilize, mow, trim, and maintain all the lawns, trees, plants, flowers, and shrubs at the Premises in a condition satisfactory to Landlord and in compliance with local ordinances, community policies, covenants, and HOA rules and bylaws.
 - b. When applicable, Tenant shall keep sidewalks and driveways free of snow and ice, as required by local municipality, within twenty-four (24) hours of snowfall. Snow removal is the responsibility of the Tenant(s). At no time is the removed snow to be placed, stacked, or piled against the buildings or premises as doing so may cause or accelerate damage to the buildings or premises.
 - c. Tenant shall disconnect any hoses from faucets before any freeze and or first freeze each year to prevent freezing and other damage. If Tenant fails to remove any hose, Tenant shall be responsible for all resulting damages.
 - d. If Tenant fails to maintain the landscaping in satisfactory condition, after inspection and written warning from Landlord, proper personnel will be hired by Landlord to maintain the landscaping at the Tenant's expense. Tenant agrees that failure to maintain the landscaping for any reason, including but not limited to, because of neglect, pets, etc., is not "normal wear and tear".
 - e. Upon Landlord retaking possession of the Premises, if the landscaping is not in the same or better condition as of the time Tenant first took possession, Tenant shall be responsible for all labor and materials to return the Premises landscaping to said condition.

18. SPRINKLER SYSTEMS

- a. When the property contains an automatic sprinkler system, its operation is considered a convenience for the Tenant. If the system is inoperable, the Tenant is still responsible for the care and maintenance of the lawn and shrubs and the Tenant shall maintain the same with proper manual watering. *(In some cases, repair of the sprinkler system may or may not be deemed economical by Management.)*
- b. When the system is operational, the Tenant is responsible for the proper care and maintenance of the system which includes, but is not limited to, the replacement of broken heads, pipes, valves, and all other components, which may fail or be broken due by tenant, either by accident or negligence. (Note: As an annual routine maintenance item, sprinkler systems will be winterized (when applicable) in the fall and activated in the spring, by a vendor hired by Management, at the Owner's expense.)
- c. At the Tenant's option, Tenant may choose to hire a private company, or individual, to maintain the landscaping. Hiring a landscaping company does not absolve the Tenant from any responsibility for the landscaping and to ensure that if any HOA rules apply, that they are in compliance.

19. REPAIRS; RE-KEYING; REPLACEMENT.

- a. Payment of Repair Costs: Except as otherwise specified in this Lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting



repairs. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:

- heating and air conditioning systems
- water heaters
- plumbing and drain systems
- water penetration from structural defects.

Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:

- conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant
- damage to doors, windows, and screens
- damage from windows or doors left open
- damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property
- items that are cosmetic in nature with no impact on the functionality or use of the item
- pest removal or extermination services requested more than 30 days after the commencement date

- b. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments for which Tenant is responsible. Tenant must promptly reimburse Landlord for any amounts which Tenant is responsible.
- c. Security Devices and Exterior Door Locks: All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with the Property Code and may be installed only by contractors authorized by Landlord. If Tenant vacates the Property in breach of this Lease, Landlord may deduct from the Security Deposit reasonable costs incurred by Landlord to rekey doors and security devices.
- d. Smoke Alarms: Indiana law requires the Property to be equipped with smoke and carbon monoxide detectors in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing.

Tenant agrees to keep, test, and maintain both safety devices in good repair. Batteries may not be removed from the smoke detector or carbon monoxide alarms unless inspection and/or maintenance of the devices make it necessary to do so. Tenant further agrees to give immediate written notification to Landlord if the safety devices malfunction or are missing. These responsibilities are in effect throughout Tenant's occupancy. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Property Management replacement fees and subject Tenant to civil penalties and liability for damages and attorney fees.

20. MOVE-OUT PROCEDURES.

- a. Tenant shall give Landlord at least thirty (30) days prior written notice of Tenant's intent to vacate the Premises. Tenant's notice to vacate shall specify the date that Tenant will vacate ("Vacate Date") and such date shall not be less than thirty (30) days from the date Tenant gives notice, and shall not be for a date prior to the end of the Lease term.
- b. Regardless of when Tenant gives notice, Tenant agrees to pay Landlord rent for the entire notice period regardless of whether Tenant occupies the Premises for the entire notice period. Landlord agrees to prorate the rent owed by Tenant for any part of a notice period that constitutes a partial month for which another Tenant has paid Landlord the rent.



- c. Tenant's notice to Landlord shall be effective if executed by any Tenant who executed this Lease, regardless of whether any or all other Tenants who executed this Lease sign the notice. Tenant's notice of intent to vacate shall only be effective on the date the notice is received by and receipted for by Landlord. Tenant agrees to personally deliver any notice to vacate to Landlord to guarantee the effective date of any notice.
- d. If Tenant fails to give the required notice to vacate, Tenant agrees that the amounts agreed to be paid by Tenant in such event represent a fair amount to allocate the numerous risks and liabilities between Tenant and Landlord. Tenant shall pay all amounts set forth in this paragraph, in addition to any other amounts owed by Tenant under the terms of this Agreement. However, if Tenant is liable for a Lease Break Fee due to a lease break in accordance with paragraph 4 (d), Tenant shall not also be liable for lack of notice.

21. PREPARING FOR MOVE-OUT.

- a. Upon receiving your Notice to Vacate, Landlord may schedule a Pre-Walk Inspection within the first few days so that we can tour the property and identify any issues for which you may be responsible, as well as those items for which we may need to get estimates (i.e., paint, carpet, major repairs). At this time, a sign and lockbox may be placed on the property for marketing purposes. Tenants shall cooperate with showings of the property for rent or sale. During this time, Tenants agree to keep the property in a clean and orderly manner.
- b. We advise you to take care of any repairs or services that are your responsibility prior to vacating the property. Move-Out Procedures are included in your Tenant Handbook along with the estimated costs of services and repairs, for which you may be held accountable. The Tenant Handbook will be delivered electronically, however, Tenant may request a printed copy.
- c. This Lease Agreement authorizes Management to place on the property a key box containing a key to show the property during the final 30 - 60 days of your Lease to market for new tenants or at any time the Landlord lists the property for sale.

22. FINAL DAY OF OCCUPANCY.

- a. Upon moving out, Tenant must thoroughly clean the Premises, including but not limited to doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms, and otherwise fully comply with Management's written move-out and cleaning policies, if any, which are incorporated by reference. Upon move-out, Tenant shall deliver to Management all keys, access cards, devices, and/or remotes (collectively "keys") to the Premises, issued by Management to Tenant, to avoid disputes regarding the date the Tenant vacated and surrendered the Premises.
- b. Final Day of Occupancy --Tenant agrees that the final day of occupancy will be the day that all keys and any remotes are delivered to Management. Tenant is NOT to leave the keys, or any remotes, at the Premises. Tenant shall not have vacated and surrendered possession of the Premises to Landlord until and unless Tenant has either turned in all Keys to Premises and Landlord has acknowledged receipt of Tenant's keys or Tenant has abandoned the Premises in Landlord's reasonable judgment. If Tenant fails to turn in Keys, Tenant agrees that Landlord will determine in Landlord's reasonable judgment the date Tenant vacated and surrendered the Premises for purposes of determining damages in accordance with this Lease and the law. In case the Keys are not returned to PMI Indianapolis by the last day of the month, Tenants will be held responsible for payment of 1/30th of the monthly rent per day until the keys are received by Management.
- c. If Tenant is in default, Management may use the Security Deposit or any portion thereof to cure the default or to compensate Management for all damages sustained resulting from Tenant's default.



- d. The Security Deposit will be returned to Tenant within forty five (45) calendar days after residence is vacated if:
 - Lease term has expired, or agreement has been terminated by both parties:
 - All utilities are paid through the final day of the Tenant’s occupancy
 - All monies due Management by Tenant have been paid
 - Residence is not damaged and is left in its original condition, normal wear and tear excepted. Management shall be the sole judge as to whether said premises are in good order and repair at the expiration of the term of this lease; and
 - Tenant has had all carpeting professionally steam cleaned by an approved vendor (truck mounted steam clean) upon vacating the premises. Receipt of professional Carpet cleaning vendor must be presented at times key are returned to PMI
- e. Deposit will not be returned if Tenant leaves before Lease time is completed and prior arrangement were not made for an “Early Termination”. Deposit may be applied by management to satisfy all or part of Tenant’s obligations and such act shall not prevent Management from claiming damages in excess of the deposit.
- f. Within forty five (45) calendar days after Tenant has vacated the Premises and provided a forwarding address to Landlord, and complied with the Agreement, Management will give Tenant an itemized, written statement of the reasons for, and the dollar amount of, any of the Security Deposit retained by the Management, along with a check for any Security Deposit balance due and owing to the Tenant.
- g. If a balance is owed by the Tenant, Tenant agrees to pay the balance in full within ten (10) calendar days, or the account may be subject to collections or lawsuit.

23. HOLDOVER

If Tenant fails to vacate the Property at the time this Lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent lodging expenses, costs of eviction, and attorneys' fees. Holdover Fee will be current monthly rent divided by 30 days then each calculated day rent due daily, plus an additional \$100 per day will be immediately due and payable daily without notice or demand.

24. ADDITIONAL FEES AND COSTS.

- a. Resident Benefit Package: Tenant shall pay a monthly fee of \$29. Please see attached addendum for more details.
 - Access to property manager’s tenant portal, including online payment options
 - Check and Money Order processing
 - Utility Concierge: A service dedicated to helping you transition all utilities into your name after lease signing
 - Access to the 24/7/365 maintenance troubleshooting and rapid dispatch line
 - FilterEasy Program: Landlord will have HVAC filters delivered to their home approximately every 90 days if the property uses HVAC filters. Tenant shall properly install the filter that is provided within two (2) days of receipt.
 - Credit Reporting
 - Rental Rewards powered by Pinata Pro
- Resident Liability Program: During the Term of the Lease, Tenant is required to secure and maintain a liability insurance policy, in an amount of not less than \$100,000.00 (“minimum required insurance” or “MRI”), and Landlord (and, if Landlord has a property manager, the manager) must be named as an additional insured and interested party on this policy. Tenant agrees and acknowledges that the insurance mandated herein is not a renter’s



insurance policy and does not cover any of Tenant’s personal belongings, additional living expenses, or liability arising out of bodily injury or property damage to any third party.

- Enroll me in PMI Resident Liability Insurance = \$12.95 per month
 - \$100,000 Liability
 - \$5,000 personal property
 - \$0 deductible

- I have my own insurance policy and wish to opt out.
 - An opt out form must be completed prior to move in.

If Tenant fails to provide Landlord with evidence of MRI, the MRI required by this Agreement may be satisfied by Landlord scheduling the Premises for coverage under the Resident Liability insurance policy (“RL”), at a cost to the Tenant of \$12.95 a month.

- b. After Hours Visit: Tenant will be charged \$100 an hour for after-hours assistance provided by Landlord or its agents, due to Tenant’s acts or omissions. “After-hours” means any time other than Monday through Friday, 9 am to 5 pm, or during a nationally recognized holiday.
- c. Verification of Rent: Tenant will be charged cost, plus \$50 for each information disclosure requested by Tenant (i.e. payment history needed for loan, etc.).
- d. Eviction Processing: Tenant shall be charged \$100 each time Landlord has to serve a “Pay or Quit” notice. If Tenant fails to pay the monies required under the Lease within the Pay or Quit timeframe and Manager submits an eviction request to legal counsel, Tenant shall pay an administrative processing fee of \$650 per eviction attempt (“Eviction Attempt”). Tenant will also be charged all related fees and expenses, including attorney fees and court costs, according to actual costs incurred by Manager, or any third-parties retained by Manager, resulting from the eviction process. Manager reserves the right to submit unpaid balances to a collection agency, and Tenant agrees that Tenant will be responsible for any fees charged by such collection agency, not limited to attorney fees.
- e. Final Walk-Through Coordination: Tenant will be charged \$100 for the Landlord to facilitate the final move-out walk-through and coordinate any needed vendor visit to the Property in accordance with move-out forms and documentation.

25. DEFAULT:

- a. Tenant. If Tenant fails to timely pay all amounts due under this Lease or otherwise breaches this Lease, Tenant will be in default, resulting in, as allowed by law:
 - Landlord having the right to terminate this Agreement;
 - Revoking Tenant's right to occupy the Property by providing Tenant with a written notice to vacate without notice or demand, Landlord accelerating all unpaid rents which are payable during the remainder of this Lease or any renewal period; and/or
 - Tenant being liable for any lost rent, Landlord's cost of reletting the Property (including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary), all costs associated with notices or eviction (including but not limited to attorney's fees and costs), all costs associated with collection of amounts due under this Lease (including but not limited to collection fees, late charges, and returned check charges); and



- in the event the tenant defaults and the outstanding balance is referred to a collection agency for collections, the customer agrees to pay a collection fee of 30% and interest to be accrued at the annual rate of 18% per annum, and
- any other recovery for which Landlord may be entitled under this Agreement or by law. Notwithstanding, Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

26. WAIVER OF LIABILITY.

Unless caused by Landlord's gross negligence, Landlord and its agents (including any property manager) shall not be responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by weather (e.g. fire, flood, water leaks, ice, snow, hail, winds), explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), acts or omissions of Tenant(s), occupants or guests, or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

27. SUBORDINATION.

This Lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:

- any lien or encumbrance now or later placed on the Property by Landlord
- all advances made under any such lien or encumbrance
- the interest payable on any such lien or encumbrance
- any and all renewals and extensions of any such lien or encumbrance
- any restrictive covenant; and
- the rights of any owners' association affecting the Property.

28. ABANDONMENT:

- a. Tenant covenants to occupy the Premises and shall be in default if Tenant does not occupy the Premises on a regular, continuing, and consistent basis, unless otherwise agreed to by Landlord in writing. Indiana law governs whether Tenant has abandoned, as evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by the Tenant, or the extended absence of the Tenant while rent remains unpaid, any of which would cause a reasonable person to believe the Tenant had permanently surrendered possession of the dwelling unit.
- b. Tenant also abandons or surrenders the Premises 30 days after the death of a sole Tenant. If Tenant abandons the Premises or vacates the Premises for any reason and leaves personal property within the Premises, Tenant intentionally, specifically, and irrevocably waives all title and interest Tenant has to such property and grants to Landlord full authority to immediately dispose of same without notice, court order, or accountability.
- c. Tenant shall indemnify Landlord, and Landlord's employees and representatives, against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorney's fees and



costs regardless of who makes a claim against Landlord or any other indemnified in connection with Landlord's removal of any property.

29. FORECLOSURE:

- a. In the event the Property is foreclosed, Management shall not be responsible for any moving expenses or cost incurred by the Tenant for moving from the Property

30. CASUALTY LOSS OR CONDEMNATION.

If the dwelling becomes unfit for occupancy, as determined by the landlord, whether by casualty or otherwise, Landlord may refuse to repair the same and, by giving written notice to Tenant, terminate this lease. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

31. SPECIAL PROVISIONS:

32. ADDENDA:

Incorporated into this Lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this Lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- Addendum Regarding Lead-Based Paint
- Bed Bug Addendum
- Crime Free / Drug Free Housing
- Pet Agreement
- Protecting Your Home from Mold
- Residential Lease Guaranty
- Pool/Spa Maintenance Addendum
- Resident Benefit Package
- Rhino Zero Security Deposit
- Parking Rules
- Guarantor Guaranty of Lease
- Resident Liability Insurance
- _____
- _____
- _____

33. TENANT REPRESENTATIONS.

Each Tenant represents and warrants that the representations made in this Lease and any rental application are true and accurate. Any misrepresentation shall constitute default by Tenant.

34. RELIANCE ON AND RELEASE OF RENTAL INFORMATION

- a. Tenant acknowledges that Landlord is entering into this Lease in reliance on the information contained in Tenant's rental application and any and all other information provided to Landlord by Tenant. Tenant agrees their rental application is hereby incorporated by reference and made a part of this Rental Agreement.
- b. If at any time it is determined that such information is false or materially misleading, then Landlord shall consider such action as a material breach and default of the lease. All default provisions, including eviction, shall apply. Landlord shall have the option to immediately terminate this lease.
- c. Tenant shall promptly notify Landlord in writing of any subsequent change in the information provided by Tenant on Tenant's rental application. Landlord may provide information on Tenant or Tenant's rental history to or for law enforcement, governmental or business purposes, and report unpaid amounts to credit agencies.

35. Chart of Fees and Fines.

ADDITIONAL SERVICE: Fees are defined as those fee charges assessed to the Tenant **in compliance** with lease.

- APPLICATION FEE: \$60 per adults over 18.
- AUTO RENEWAL FEE: 10% plus \$50 monthly unless written notice of termination.
- TERMINATION OPT-OUT FEE: rent due plus two additional months' rent.
- DOCUMENT PREPARATION FEES: \$100 Lease Prep, \$50 per Lease modification
- PETS FEES: \$30 - \$100, assessed monthly for each pet in the household.
- LOCKBOX MOVE-IN CONVENIERNCE FEE: \$25 lockbox on property for easy move-in Tenant access.
- QUICK OR IN PERSON MOVE IN FEE: \$125 quick move in less than 7 business days or in person meeting
- RESIDENTIAL LIABILITY: \$12.95 a month
- RESIDENT BENEFIT PACKAGE: \$29 a month
- FINAL WALK THROUGH DOCUMENTATION FEE \$100 completion of move out inspection and notices

FEES NON-COMPLIANCE: Fees are defined as those fee charges assessed to the Tenant in **non-compliance** with lease.

- UTILITY: \$50 per occurrence for failure to place Utilities in Tenant name or failure to pay Utilities.
- HOA VIOLATIONS: Actual charge\$ or any charge\$ incurred by the HOA for Tenant violations of the HOA CC&R's.
- RETURNED PAYMENT FEE: \$40 each payment returned or not honored.
- ASSIGNMENT SUBLETTING OR REPLACEMENT OF TENANTS: \$250 each occurrence.
- PET WASTE FEE: \$250 per incident
- LATE CHARGES: 10% one month's rent plus, \$10 per day...\$300 max.
- TRIP CHARGES: \$75 during working hours...\$175 after hours.
- KEY BOX: \$250 written notice to remove Key Box.
- LANDSCAPING: \$250 a fee charged to a Tenant who fails to maintain the exterior landscaping in a manner consistent with neighborhood and or landscaping condition upon move-in occupancy.
- REPAIRS NO-SHOW CHARGES: \$75 per occurrence plus vendor trip charge.
- EXTERIOR DOOR LOCKS & SECURITY DEVICES: \$50 plus vendor charges.
- FINAL DAY OF OCCUPANCY KEYS RETURNED: \$100 rent per day until key are received by Management
- HOLD-OVER: Monthly rent divided by 30 days with each calculated day rent due daily, plus \$100 per day shall be assessed for failure to vacate property at termination date or date of "notice to vacate" as final day of occupancy. Fee will cease upon day of received keys by Management.
- REKEY DURING TENANCY: \$50 plus rekey vendor cost



- 10 DAY NOTICE FEE: \$100 per eviction attempt by posting on property front door or by certified mail.
- EVICTION ATTEMPT FEE: \$650 fee for work involved in preparing and filing an eviction
- VERIFICATION OF RENT: \$50 for information disclosure requested by Tenant.
- FILTERS, BATTERIES & REMOTES:
 - Garage Door Openers: \$100 each
 - Fan Remotes: \$100 each
 - HOA Pool Cards: \$100 each
 - HOA Gate Remotes: \$100 each
 - HOA Parking Passes: \$250 each

FINES: Fines are defined as those charges assessed due to a Tenant's breach of the terms of their lease.

- UNAUTHORIZED OCCUPANTS (GUEST): 2x's monthly rental charge for each month guest occupancy occurred.
- UNAUTHORIZED PETS: \$500 pet fee fine plus \$40 per day thereafter per pet.
- SMOKE & CARBON MONOXIDE DETECTORS: \$250 tampering with or disabling detectors.

36. MISCELLANEOUS.

- a. Entire Agreement: There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- b. Binding Effect: This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- c. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease.
- d. Waiver: Landlord's past delay, waiver, or non-enforcement of any right will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.
- e. Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected, and all other provisions of this agreement will remain valid and enforceable.
- f. Governing Law: The laws of the State where the Property is located governs the interpretation, validity, performance, and enforcement of this Lease.
- g. Attorney's Fees: Tenant is responsible for all expenses if an attorney is required to enforce any of the provisions of this lease, regardless if suit is filed.
- h. Notices: Any notice required or permitted under the terms of this Lease or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or sent by overnight air courier, in each case properly posted and fully prepaid the appropriate address listed or referenced herein, or (c) sent via email at the email address listed or referenced herein. Either party may change its address or email address for notices by notice to the other party given in accordance with this Section. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, one day after delivery to an overnight air courier service, or on the date the email is sent to the email address of the Tenant as listed on the signatures page of this agreement. Notices to Landlord shall be sent to the person or entity listed in Paragraph 3, at the address or email listed in Paragraph 3. Notices for all Tenant(s) shall be sent to the person listed below at the address listed below. Tenant(s) agree that such notice is sufficient and shall be considered received by



all Tenants listed under this Lease, when sent to the tenant listed as TENANT 1 on the signatures page, or posted to the rental property address.

- i. Authority: Each party to this Lease represents that he or she is of legal age and has full authority to enter into a Lease.

37. FURTHER INFORMATION.

- a. It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
b. The brokers to this Lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
c. Unpaid rent and any unpaid amount under this Lease is reportable to credit reporting agencies.
d. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this Lease and Tenant is not in breach of this Lease.
e. If all occupants over 18 years of age die during this Lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person.

Name: _____ Phone: _____
Address: _____
E-mail: _____

- f. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.

By providing the phone number(s) and email address(es) listed on the signatures page, Tenant(s) agrees and acknowledges that PMI Indianapolis may use the telephone number(s) and email address(es) to contact Tenant(s) for marketing purposes regarding additional real-estate services that may be of value to Tenant(s), including using autodialed or pre-recorded calls and text messages and emails. Tenant(s) understands that consent is not required as a condition of entering into this Lease, or as a condition for purchase of goods/services from PMI Indianapolis.

- g. The parties acknowledge that they have entered into this Lease for consideration, and that this Lease is binding upon the execution date listed below in the signature lines. READ THIS LEASE CAREFULLY. If Tenant does not understand any provision of this Lease, consult an attorney BEFORE signing.

[signature page to follow]



Property Management INC.

THE AGREEMENT is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement.

AUTHORIZED AGENT OF LANDLORD:

Printed Name: _____

Signature: _____

Date: _____

License #: _____

Phone: _____

Email: _____

TENANT 1:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

TENANT 2:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

TENANT 3:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

TENANT 4:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

GUARANTOR:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____