



IU Student Apts.com
— BLOOMINGTON, IN —

PAGE PROPERTIES

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between

hereinafter called "LESSEE",

and **PAGE PROPERTIES**, hereinafter called "LESSOR", WITNESSETH:

That the said Lessee hereby rents from Lessor and Lessor hereby leases to Lessee the following described premises:

715 E. Hunter Ave. Bloomington, Indiana, 47401

for use as a residence only and not for commercial or business use. To have and to hold beginning

the **1st day of AUGUST, 20**_____ at **12 Noon** and ending

the _____ **day of** _____, **20**_____ at **12 Noon**. That in consideration for the lease of said premises, each Lessee agrees to pay the Lessor, its assigns or its successors, the monthly sum of _____ Dollars (**\$**_____) rent, payable in advance **on or before the 1st day of each month. Rent may be paid by Electronic Deposit, Venmo, check or cash.**

No rent payments can be deducted from the security deposit; therefore, all rents must be paid before any security deposits can be refunded. It is agreed that the timing of such payments shall be the essence of this Agreement and should Lessee fail to pay any installment when due, there shall be added a **late fee** calculated at **\$5.00 for each day** payments are late. Should rent be late two (2) times during a lease term, total rent shall be increased by \$25/month beginning after second (2nd) late payment. The increased rate will remain in effect through the end of lease term. Further late payments may require lessor(s) to pay the balance of the contract upon demand by Lessor.

Upon failure of Lessee to pay said rent on or before the 5th day of each month, the said Lessor has the right, at its option, to declare this Lease void, cancel the same, re-enter and take possession of the premises without notice to the Lessee, which action shall not preclude any other action by law and Lessee shall pay all reasonable attorney fees for such action. *For each check returned to PAGE PROPERTIES for "non-sufficient funds", a Twenty-five Dollar (\$25.00) NSF fee will be assessed and is due on demand, along with the rent payment and all applicable late charges, in cash, check or electronic payment.*

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. SECURITY, DAMAGE, AND CLEANING DEPOSIT: Each Lessee, upon renting the premises, shall deposit the sum of _____ Dollars (\$ _____) with the Lessor; said deposit to be held as security for any damage above the ordinary wear and tear as herein provided, for any cleaning necessary to bring leased property back to state existent at move-in, and to be applied to any other amounts due and owing at the time of the vacation of the premises. Security deposit refunds and written detail of charges to the deposits will be mailed within forty-five (45) days of final checkout, providing that all monies owed have been paid in full, all keys returned, apartments are clean and have been jointly inspected by tenant and RARA AVIS APARTMENTS. **We may deduct from the security deposit the following charges:**

- (a) Any payments or parts thereof required by the terms of this lease which are not paid when due;
- (b) Unpaid late charges or service charges as provided for in this lease;
- (c) Any attorney's fees and court costs we incur by a breach of any provision or provisions of this lease by you;
- (d) The cost of any repairs, replacements, redecorating, and/or refurbishing of the premises, or any fixtures, systems, or appliances caused by other than normal wear and tear. Lessee shall repair or have repaired at Lessee's own expense, with the consent of the Lessor, any damage to said premises caused by said Lessee or by persons who are in said premises by the invitation or consent of said Lessee, said repairs subject to final inspection and approval by Lessor.
- (e) Lessee(s) agree to be financially responsible for any damage which by reasonable standards would render the property unpresentable for leasing and/or selling, or would necessitate immediate repairs to halt further deterioration of the property. In such cases, charges may be deducted from the deposit at the time of repair and Lessee(s) shall have thirty (30) days to replenish the security deposit to its full amount. In extreme cases, additional deposits may be required.
- (f) Cleaning expense and associated costs, should Lessee fail to return the premises and fixtures therein to Lessor in as clean a condition as when Lessee took possession. In dwellings

with multiple tenants, shared common area cleaning, repair and replacements will be divided equally among the residents.

- (g) Lessee(s) will complete and sign Move-In and Move-Out Inspection reports.
- (h) Lessee(s) will be provided with a checklist of cleaning items and costs prior to move-out.
- (i) **Lessee(s) acknowledges that cleaning and repair costs will be deducted from deposit upon move-out, using the above mentioned checklist.**

Lessee(s) initials _____

2. UTILITIES: All utilities shall be the responsibility of Lessee(s). Lessee(s) agree to maintain a temperature sufficient to prevent water pipes from freezing and bursting. Damage resulting from frozen water pipes shall be remedied by professionals and related costs paid by lessee(s). Tenants will comply with requests to assist us in preventing such unfortunate scenarios, such as frozen water pipes. Special such as leaving sink cabinet doors open in kitchens and bathrooms during extreme cold weather will be emailed or texted to tenants. *Tenants are expected to respond to any special instructions.* Lessee(s) will keep utilities connected through the lease term.

3. Lessee also understands that under no circumstances will electric induction or radiant heaters or any type of space heater be permitted. Tenants shall install no major appliances such as washers, dryers, dishwashers. Waterbeds and hanging chairs are also prohibited. Mini dorm refrigerators MUST have the authorization of Lessor. When using power strips and/or surge protectors, they are NOT to be overloaded, or have extension cords stacked on top of one another, or blocked/covered by items of clothing, papers, etc.

4. KITCHEN AND OTHER REFUSE must be placed in containers and at no time shall the same be placed in entryways or hallways. *Lessee(s) agrees to dispose of trash weekly.* Trash and recycling containers are located at the rear of the house. The recycling container has a yellow lid. BOTH Trash & Recycling must be taken curbside on Sunday evenings for early Monday morning pick up.

“The City of Bloomington provides weekly curbside service collections of trash and recycling. All sanitation costs are included in your monthly City of Bloomington Utilities (CBU) statement. Carts must be 4 feet away from any obstacles including mailboxes, overhead wires, trees, etc. and 10 feet away from vehicles. All cart lids need to be fully closed. After pick up, carts must be removed from curb on the same day as pick up.”

- (a) All garbage or refuse must be disposed of in accordance with City Ordinances and the instructions which may be promulgated from time to time, concerning the disposal of said garbage and refuse.

Lessee Initials: _____

5. Mattresses and futons on floors must have a protective base between mattress and floor (wooden frame and/or heavy plastic liner) in order to prevent moisture build-up under mattress resulting in damage to hardwood floors.

6. Lessee agrees to not sublet said premises, or any part thereof, *without written consent* of said Lessor, and will deliver said premises at the expiration of this Lease Agreement in as good order and repair as when first received, natural wear and tear and accident by act of Providence excepted.

7. Lessee hereby releases and agrees to hold said Lessor harmless from any and all damages to both persons and property during the term of this Lease. Lessor will not provide any insurance protection for Lessee's personal possessions. Therefore, the Lessor requires Lessee obtain insurance. *Lessee is required to carry 100K in Liability Insurance on a Renter's Policy for the duration of the lease term.* The personal property amount selected is at Lessee's discretion. Lessor is not responsible for Lessee's belongings. ***By signing this Lease Agreement, Lessee indicates and agrees that such insurance is Lessee's responsibility to secure prior to move-in date. Lessee bears the burden of proof of insurance to Lessor no less than 14 days to lease commencing.***

Lessee Initials: _____

8. Lessee agrees to observe and abide by all rules and regulations which are hereinafter made a part of this Lease and observe all reasonable rules and regulations which may be promulgated in the future, in writing, by the Lessor.

- (a) The sidewalks, entry passages, halls, public corridors, and stairways shall not be obstructed by tenants, or used by them for any other purpose other than those of ingress or egress.
- (b) No tenants or their guests shall cause excessive noises or disturbances at any time, and no loud radio, recordings, or television as to disturb other tenants.
- (c) Halogen Lamps are prohibited in all apartment units.
- (d) No additional locks shall be put upon any door without the consent of the Lessor, and any additional locks placed on any door to remain for the benefit of the Lessor.
- (e) Tenants shall make no changes of any nature in the premises, including removal of furniture or drapery hardware from windows, without written permission from the Lessor.
- (f) The Lessor shall have the right to enter the premises at reasonable hours, with notice, to examine the same, make repairs, additions or alterations as may be deemed necessary for the safety, comfort, and preservation of said building, and enter said premises at any reasonable time to repair or improve Lessor's adjoining property, such as the basement.
- (g) Tenants shall do no act that would vitiate or increase the first insurance of said premises, nor shall said premises be used for illegal purposes.

- (h) The Lessor reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care, and cleanliness of the premises, and for the preservation of good order therein.
- (i) BICYCLES: Tire marks and deep scrapes on walls, and damage to wood floor are problems if bikes are stored indoors. Tenants will use rubber mats, towels or other protective measures under and beside bikes to ensure no damage to the interior of the building. Tenants will be responsible for repairs due to bicycles.
- (j) AUTOMOBILES: City Ordinance requires spaces for tenants only. All others will be towed at vehicle owner's expense.
- (k) Grills and Smoking: **NO SMOKING**. No smoking indoors. *The policy is also applicable to friends and guests who visit.* Smoking is not permitted on the porch, patio or any area in close proximity to the house. Smoking is permitted 20 feet from the building, and ashes/butts put in a can.
GRILLS: Grills must also be used 20 feet from the house, or structure, in the grass.

Lessee Initials: _____

- (l) If we are called to clear a drain or toilet, or perform any other maintenance task which turns out to be a problem caused by a tenant(s), friend(s) or guest(s), there will be a Twenty-Five Dollar (\$25.00) minimum charge levied, (i.e., coins or other objects lodged in drains, or blockage in toilets or drains). Only toilet paper and that which the body naturally processes should be flushed – items such as paper towels and tampons should be discarded in trash cans. If professional plumbers are needed to restore fixtures to working order, tenant(s) shall be responsible for the costs.

Lessee Initials: _____

- (m) No articles shall be suspended outside of the building nor placed on the windowsills nor hung from porches. No furniture conducive to the harboring of fleas and other vermin shall be allowed outside, on the porch and/or concrete patio.

Lessee Initials: _____

- (n) In common shared facilities, the appliances shall be maintained and clean at all times (i.e., shower walls, floor of bathtub, toilet, sink, all will be clean and maintained by users) and subject to Landlord inspection and requests for City compliance at any time, with notice.

Lessee Initials: _____

- (o) If you are locked out of your apartment/bedroom, there is a lockout charge of \$25.00, due at the time the door is unlocked for you.

Lessee Initials: _____

(p) NO KEG PARTIES are allowed.

Lessee Initials: _____

(q) Under no circumstances are flat panel TVs permitted to be mounted to walls without express WRITTEN permission from the landlord. IF permission is granted, then the mounting brackets must be professionally installed (installer approved by landlord) and any mounting hardware, brackets, threaded bolts, specialty screws, etc. will become part of the premises beyond the term of this lease.

Lessee Initials: _____

9. Lessee further agrees that NO ANIMALS shall be kept in or about the leased premises, even on a temporary basis. Violation of this article shall constitute a breach of the agreement by the Lessee and Lessor may take whatever action by law he may deem suitable. AT MINIMUM, RENTS WILL BE DOUBLED FOR EACH MONTH IN WHICH THIS ARTICLE IS VIOLATED.

Lessee Initials: _____

10. It is hereby expressly agreed between Lessee and Lessor that lessee shall not allow additional occupants to reside in the leased premises without receiving the prior WRITTEN consent of Lessor to said specific person residing in the leased premises. Should Lessor grant permission for additional occupancy, Lessor reserves the right to adjust the rent as Lessor deems appropriate for the leased unit. Occupancy shall be restricted to 5 person(s) excepting tenant's occasional overnight or weekend guests.

Lessee Initials: _____

11. Page Properties uses a monthly pest control service to eliminate roaches and other vermin. This person is licensed and bonded and will enter your leasehold after announcing himself. **By signing this contract you agree to allow him access to your leasehold to do his job. Refusal to do so will constitute a breach of this lease agreement. Pest control rounds are done on the first Thursday morning of each month.**

Lessee Initials: _____

12. *Each person signing this Lease as Lessee agrees to be jointly and severally liable to the Lessor for any breach of this Lease. In the event that the Lessee fails to and refuses to abide by the terms, conditions, rules and regulations of this Lease, the Lessor reserves the right to terminate this Lease and re-enter into possession and take the same, without notice to the Lessee, which action shall not preclude any other action at law or equity. Lessee shall pay all reasonable*

costs and attorneys' fees incurred by Lessor in the enforcement of the provisions of this Lease, upon the fault of any provision, term, condition, rule or regulation herein contained on the part of the Lessee, whether in litigation or otherwise, and Lessee further agrees that any sums of money due under this Agreement and remaining unpaid for a period of ten (10) days shall bear interest thereon payable to the Lessor in the sum of eighteen percent (18%) per annum.

If emergencies or problems arise, contact us immediately at **860-235-9532**. We will handle these concerns as quickly as we can and/or call reputable professionals if we deem it necessary. Our mailing address is:

**PAGE PROPERTIES
PO BOX 414
BLOOMINGTON, IN 47402**

IN WITNESS WHEREOF, we have hereunto set our hands this day and year written above.

LESSOR
for PAGE PROPERTIES

LESSEE
DLN: ____ - ____ - _____

Tenant contact info:

Tenant #1

Name _____ E-mail _____

Phone _____ Permanent Address _____

Parent(s) Name _____ Name _____

Parent(s) Phone _____ Phone _____

Parent(s) Address(es) _____

Tenant #2

Name _____ E-mail _____

Phone _____ Permanent Address _____

Parent(s) Name _____ Name _____

Parent(s) Phone _____ Phone _____

Parent(s) Address(es) _____

Tenant #3

Name _____ E-mail _____

Phone _____ Permanent Address _____

Parent(s) Name _____ Name _____

Parent(s) Phone _____ Phone _____

Parent(s) Address(es) _____

Tenant #4

Name _____ E-mail _____

Phone _____ Permanent Address _____

Parent(s) Name _____ Name _____

Parent(s) Phone _____ Phone _____

Parent(s) Address(es) _____

Tenant #5

Name _____ E-mail _____

Phone _____ Permanent Address _____

Parent(s) Name _____ Name _____

Parent(s) Phone _____ Phone _____

Parent(s) Address(es) _____