



RARA AVIS APARTMENTS

LEASE AGREEMENT

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

hereinafter called "LESSEE",
and RARA AVIS APARTMENTS, hereinafter called
"LESSOR", WITNESSETH:

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

405 East 2nd Street, Unit 1, 2, or 3, excluding basement

Bloomington, IN 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 **31st day of**
MAY, 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 (\$_____) during the lease term
described above, payable in advance **on or before the 1st day of each month.**

(Rent _____ + Utilities _____ = **TOTAL RENT** _____)

**In units where multiples reside, one (1) check from each individual for the total
amount will be accepted.**

***Payment of rent should be arranged through tenant's financial institution mailed via bank issued physical check by the 25th day of each month to be received by Rara Avis Apartments on or before the 1st day of each month.**

All checks should be made payable to: Rara Avis Apartments

**Mailing address is:
RARA AVIS APARTMENTS
P.O. BOX 414
BLOOMINGTON, IN 47402**

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 lessee(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 any check returned to RARA AVIS APARTMENTS 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.

If leased as a group, and one tenant's check is returned to us for NSF (non-sufficient funds), you will be requested to submit one check from a single resident for the entire amount of rent. If that one check is returned for NSF, from that point on until the lease term ends, payment must be made in the form of a Bank Money Order only. If leased as individual bedrooms, and a check is returned to us for NSF, payment must be made in the form of a Bank Money Order only.

FAILURE TO PAY YOUR RENT IN A TIMELY MANNER AND WITH A GOOD CHECK MAY SUBJECT YOU TO EVICTION. (SEE: "Student Tenant Handbook" at I.U. Student Legal Services).

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 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 the loss of door keys for which the Lessor shall be reimbursed in an amount not less than Five Dollars (\$5.00) nor more than Twenty-Five Dollars (\$25.00) each (depends on source of keys), and to be applied to any rent not paid 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 refurnishing 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 unrepresentable 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 Lessor. 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 unfortunate scenarios, such as frozen water pipes. Special instructions 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 Initials: _____

Lessee also understands that under no circumstances will electric induction or radiant heaters be permitted. Tenants shall install **no** major appliances such as washers, dryers, dishwashers, space heaters or **mini dorm refrigerators**. Waterbeds and hanging chairs are also prohibited. When using power strips and/or surge protectors, make certain they are not overloaded or blocked/covered by items of clothing, papers, etc.

- 3. 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 carpeting and/or hardwood floors. Any potted plants on floors must have protective trays placed underneath. Check regularly to make certain water is not seeping out and damaging wood floors.
- 4. 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.

Lessee Initials: _____

- 5. Lessee(s) 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(s) obtain Renter's insurance. By signing this Lease Agreement, Lessee(s) indicates and agrees that each Lessee will secure liability

insurance in the amount of \$500,000.00 . Each policy shall name Keith and Mary Alice Hoover, dba Rara Avis Apartments, P.O. Box 414 Bloomington, IN 47402 as "Additional Insured" or "Additional Interest" (Landlord) for the duration of the lease term. Lessee agrees to provide a copy of the current Renter's Insurance policy OR Certificate of Liability to Lessor no less than 14 days to lease commencing.

Lessee Initials: _____

6. 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 (entering) or egress (exiting).
 - 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 are to remain for the benefit of the Lessor.
 - e. Tenants shall make no changes of any nature in the premises, including redecoration, painting, and/or removal of furniture. No drapes will be removed from windows without consent of Landlord. Command strips or self-stick items are prohibited from all ceilings. No items/objects shall be hung from ceilings whatsoever, including brackets, hooks, nails, screws, etc. Should tenants ignore this clause, tenants agree to pay all costs incurred with repairs. 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.
 - f. Tenants shall do no act that would vitiate (spoil) or increase the first insurance of said premises, nor shall said premises be used for illegal purposes.
 - g. Safe places during severe weather: Proceed to interior rooms on the lower level without windows, such as bathrooms.
 - 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.

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.**

Service animals require proof of certification of health, shots, free of fleas, etc. by veterinarian. Lessee will provide proof of physician's certification that a service animal is needed. Lessee agrees to have house/apartment unit professionally cleaned upon move out and provide Lessor the paid receipt of cleaning. In addition, Lessee agrees to have professional service company provide allergen treatment and flea treatment to the house/apartment unit upon move out and provide paid receipt to Lessor. **Service Animal must be crated at all times tenant is absent from the unit.**

Lessee Initials: _____

8. Monthly pest control services are contracted and provided on the first Thursday of each month. Monthly application sites within the premises rotate. Tenants should be awake and dressed, and cooperative with pest control technician during rounds. Be aware that smoke detectors may also be checked during these rounds as required by our insurance provider. **Service Animals must be crated during monthly pest control rounds.**

Lessee Initials: _____

9. 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 (for the entire house) shall be restricted to _____ person(s) excepting tenant's occasional overnight or weekend guests.

Lessee Initials: _____

Each person signing this Lease as Lessee agrees to be jointly and severally liable to the Lessor for any breach of this Lease, which means that each Lessee who signs this Agreement may be held individually responsible for the entire amount due under this Lease, any breach of this Lease, and for the acts and omissions of the other Lessee signing 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.

10. BICYCLES: No bicycles in apartments. They can be stored on porches. Tire marks and deep scrapes on walls as well as oil marks on flooring caused us to make this request. **AUTOMOBILES:** City Ordinance requires spaces for apartment house tenants only. All others will be towed at vehicle owner's expense.

Lessee Initials: _____

11. KITCHEN AND OTHER REFUSE must be placed in containers and at no time shall the same be placed in entryways or hallways. All garbage or refuse must be disposed of *weekly*.

The City of Bloomington provides weekly curbside service collections of trash and recycling. 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.* 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. Carts must be removed from curb on the same day as pick up.

All trash in yard should be placed in trash containers so as not to impede lawn care service from completing maintenance, and to avoid citation and fines from the City of Bloomington.

Lessee Initials: _____

12. 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, or any area in close proximity to the house. Smoking is permitted 20 feet from the building, and ashes/butts put in a can (like a tin can, etc.) We remind you that this policy is documented on our website. The policy is applicable to friends and guests who visit.

GRILLS: Grills must also be used 20 feet from the house, or structure, in the grass.

Lessee Initials: _____

13. If we are called to fix a problem, clear a toilet, or perform any other maintenance task which turns out to be an issue 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: _____

14. 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 or on the porch. No inflatable pools, plastic water slides, or other items permitted in the yard.

Lessee Initials: _____

15. 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.) All properties are subject to Landlord health and wellness inspection and /or requests for City compliance at any time with notice.

Lessee Initials: _____

16. 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: _____

17. NO KEG PARTIES are allowed.

Lessee Initials: _____

18. 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: _____

19. Joint Check-In inspections are conducted by tenants on lease only. Family and friends are welcome to enter after the inspection is complete AND all paperwork signed.

Lessee Initials: _____

20. If emergencies or problems arise, contact us immediately at **812-336-6898** and leave a detailed message if there is no answer. We will handle these concerns as quickly as we can and/or call reputable professionals if we deem it necessary. Mailing address is:

RARA AVIS APARTMENTS
P.O. BOX 414
BLOOMINGTON, IN 47402

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

LESSOR
for Rara Avis Apartments

LESSEE
DLN/SSN:____-____-_____

LESSEE
DLN/SSN:____-____-_____

LESSEE
DLN/SSN:____-____-_____

Tenant contact info

Tenant #1

Name _____ E-Mail _____
Phone _____ Permanent Address _____
Parent(s)Name _____ Name _____
Parent(s)Phone _____ Phone _____
Parent'sAddress(es) _____

Tenant #2

Name _____ E-Mail _____
Phone _____ Permanent Address _____
Parent(s)Name _____ Name _____
Parent(s)Phone _____ Phone _____
Parent'sAddress(es) _____

Tenant #3

Name _____ E-Mail _____
Phone _____ Permanent Address _____
Parent(s)Name _____ Name _____
Parent(s)Phone _____ Phone _____
Parent'sAddress(es) _____