

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____day of < **Month** >, **202X**, between

_____,
hereinafter called "LESSEE", and Zeus Properties, hereinafter called "LESSOR",

WITNESSETH:

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

339 South Dunn Street, Bloomington, Indiana, for use as a residence only and not for commercial or business use. To have and to hold beginning

the **1st** day of < **Month** >, **202X**, at **12 Noon** and ending

the **31st** day of < **Month** >, **202X**, at **12 Noon**. That in consideration for the lease of said premises Lessee(s) agree to pay the Lessor, its assigns or its successors, the monthly sum of _____ **Dollars** (**\$**_____), payable in advance on or **before the 1st day of each month.**

No rent payments can be deducted from the security deposit; therefore, all rents must be paid before the security deposit 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 of rent when due, there shall be added a late fee in the sum of **FIVE DOLLARS (\$5.00) per day** which shall be added to the regular monthly rent installment, to be paid 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 and every check returned to ZEUS PROPERTIES for "non-sufficient funds", a Twenty-five Dollar (\$25.00) fee will be assessed and is due on demand, in cash, along with the rent payment and all applicable late fee charges, in cash.**

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. 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 we incur by a breach of any provision or provisions of this lease by you or guests;
- (d) Any court costs we incur by enforcement of the terms and provisions of the lease;
- (e) The cost of any repairs, replacements, redecorating, and/or refurnishing of the premises (including repair of walls that have had scotch tape, sticky mounts, or similar forms of adhesives attached to walls), or any fixtures, systems, or appliances caused by other than normal wear and tear;
- (f) Costs and expenses incurred by us as a result of your breach of any provision of this lease;
- (g) Cleaning expense and the cost of utilities needed for cleaning and repairs, should Lessee fail to return the premises and fixtures therein to Lessor in as clean a condition as when Lessee took possession.

2. UTILITIES: All utilities costs shall be the responsibility of Lessee(s). In cold months when water pipes can potentially freeze, lessee(s) agree to maintain a minimum temperature within the home (around 55 degrees) 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). Lessee(s) further agree to notify landlord IN WRITING **thirty (30) days prior** to discontinuing service of any utilities.

Lessee also understands that under no circumstances will electric induction or radiant heaters be permitted. They are fire hazards. Tenants shall install no major appliances such as washers, dryers, dishwashers, or space heaters. Waterbeds and hanging chairs are also prohibited.

3. 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.
4. Lessee agrees to not sublet said premises, or any part thereof, nor post for rent via VRBO, Airbnb, or similar services, without written consent of 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.
5. 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 to protect Lessee's personal property, and the policy sufficiently covers loss of use plus repairs to property caused by any accident or negligent act of Lessee(s) and/or guests. By signing this Lease Agreement, Lessee indicates such insurance is in force or will be prior to move-in date. Lessee bears the burden of proof of insurance (via electronic transmission of declarations sheet) before occupancy is permitted. Each policy shall name Daniel and Jessica Hoover, dba Zeus Properties, as co-insured.
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) No tenants or their guests shall cause excessive noises or disturbances as to violate the City of Bloomington's noise ordinance.
 - (b) 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.
 - (c) Tenants shall make no changes of any nature in the premises, including redecoration and/or removal of furniture or drapes/blinds from windows. The Lessor shall have the right to enter the premises at reasonable hours, providing 24hr advance notice via text messaging, to examine property, conduct tours, make repairs, additions or alterations as may be deemed necessary for the safety, comfort, and preservation of said building.
 - (d) In emergency situations, as defined as "imminent threat to life or property," immediate access by landlord and/or service technicians will be granted without the 24hr prior notice standard procedure.

- (e) 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.
- (f) All garbage/waste must be disposed of in accordance with requirements from CBU and Housing and Neighborhood Development, concerning the disposal of said garbage and refuse.
- (g) 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. Addendum /Extension is incorporated as part of this Lease Agreement.
- (h) No nails are to be used by Lessee(s) as a means of hanging items from walls. Significant portions of this property have been constructed with acoustic treatments which may be compromised. For heavy works of art, or other items of substantial weight, Lessee(s) must have Lessor or Lessor's approved agent determine where a fastener may be placed without damaging the sound dampening investment made.

7. 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. **Initials** _____

8. 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 ____ person(s) excepting tenant's occasional overnight or weekend guests. **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.

Deposits (minus specific charges) will be returned within forty-five (45) days of final checkout, providing that all rents have been paid in full, keys returned, property cleaned and has been jointly inspected by tenant and ZEUS PROPERTIES.

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

LESSOR
for Zeus Properties

LESSEE
DLN: _____ - _____ - _____

ADDENDUM/EXTENSION OF LEASE AGREEMENT

In some instances, ALL or SOME of the following will apply to you and the particular location where you are living.

1. **PAYMENT OF RENT:** Rent is due **on or before the 1st** day of each month. In houses where multiples reside, a check from each individual for their proportional amount will be accepted. However, if even one check is returned to us for NSF (non-sufficient funds), you will be requested to submit only one (1) check from a single resident for the entire amount of rent. If that one (1) 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.

A late charge of Five Dollars (\$5.00) per day for each day late will be added to the monthly rent if the payment is not **in our possession on or before the 1st** day of the month. If your check is returned for NSF, you will be assessed a Twenty-Five Dollar (\$25.00) NSF fee and applicable late fees calculated from the first of the month until full payment is received. **FAILURE TO PAY YOUR RENT IN A TIMELY MANNER AND WITH A GOOD CHECK MAY SUBJECT YOU TO EVICTION.** (SEE: “Student Tenant Handbook”).

Payment of rent in all units, including multiple tenants, (i.e., 2, 3, 4, or 5) begins for ALL tenants the day of the joint check-in inspection.

Lessee Initials: _____

2. **SUBLETTING:** you must obtain written approval for the individual(s) who will sublet your house. A Sublease Agreement, including all terms and conditions of the original LEASE AGREEMENT with ZEUS PROPERTIES must be in place between all parties and a copy of the same on file in the office of ZEUS PROPERTIES. Remember, you remain responsible for the condition of the house, damages, cleanliness, etc., upon check out by your sublettor as well as the rent required for the entire lease term.

Lessee Initials: _____

3. **REDECORATING:** Item 6(c) states clearly no redecorating or painting, no sticky mounts or putty on walls, no removal of items—rugs, drapes, curtains, blinds, (including rods and hardware), nor furniture (where provided), no overstuffed furnishings (couches, recliners, etc.) on porches or decks.

Lessee Initials: _____

4. **BICYCLES:** No bicycles are allowed in the house. They can be padlocked to posts, chained to porch rails, or kept in the rear courtyard.

Lessee Initials: _____

5. MONTHLY SPRAYING: A pest control service does a general spraying on the FIRST THURSDAY of each month. He is bonded and will be entering the house whether you are present or absent.

Lessee Initials: _____

6. KITCHEN AND OTHER REFUSE must be placed in containers and at no time shall garbage be accumulated on porches, decks, sidewalks, yards or parking lots. There is a large garbage container located at the south side of your house. Please dispose of trash/garbage in closed, plastic bags, place bags in your garbage container, and roll the can to the street to be collected by the City of Bloomington each Monday morning (early). Trash is YOUR RESPONSIBILITY; dispose of it weekly. City of Bloomington Recycling is picked up every other Monday morning.

Lessee Initials: _____

7. NO SMOKING: We remind you that you were verbally informed of this policy. The policy is applicable to friends and guests who visit.

Lessee Initials: _____

8. If we are called to fix a dishwasher, clear a 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 Thirty Dollar (\$30.00) minimum charge levied, (i.e., food waste clogging DW filter, 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 feminine products should be discarded in trash cans. If professional plumbers or appliance repair technicians are needed to restore fixtures to working order, tenant(s) shall be responsible for those costs as well.

Lessee Initials: _____

9. No articles shall be suspended outside of the building nor placed on the windowsills nor hung from porches. No sofas, recliners or furniture conducive to the harboring of fleas and other vermin shall be allowed outside on the porch, deck, patio or yard.

Lessee Initials: _____

10. NO KEGS are allowed at social gatherings at this location.

Lessee Initials: _____

11. If you are locked out of your bedroom, there is a lockout charge of \$25.00, due at the time the door is unlocked for you. Because of the keyless entry at your house, you should never be locked out of your house. If re-programming the locks is needed to prevent a compromised code from being used, there is a \$25 charge due at the time of service.

Lessee Initials: _____

12. 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: _____

13. If emergencies or problems arise, contact us immediately at **(812) 272-7381** 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. Our mailing address is:

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

*special consideration: Lessee(s) waive use of one of the three reserved off-street parking spaces, leaving two spaces for Lessee(s) use during their lease term.

Your Contact Information:

(full name | cell phone | email | permanent address)

