B&L Rentals, LLC 612 W Kirkwood Ave Bloomington, IN 47404 (812) 219-7113 
 Move-In Fee:

 Cleaning Fee:

 Pet Fee:

 Monthly Rent:

#### LEASE AGREEMENT

(2) **<u>PROPERTY</u>**: Landlord hereby rents the following property (hereinafter, "premises") to Tenant for the terms of this lease agreement:

The property Address:

(3) <u>LEASE TERM</u>: The term of this lease begins at 12:00 noon on , 20\_\_\_\_ and terminates at 5:00 p.m. on \_\_\_\_\_\_, 20\_\_\_.

(4) <u>NON-REFUNDABLE FEES</u>: Prior to before moving in to the premises, Tenant shall pay to Landlord a non-refundable move-in fee in the amount of §\_\_\_\_\_. In addition, prior to moving into the premises, Tenant shall pay to Landlord a nonrefundable cleaning fee in the amount of \$\_\_\_\_\_.

(5) <u>**RENT</u>**: Tenant agrees to pay monthly installments of § \_\_\_\_\_ on the \_\_\_\_\_ day of every calendar month by 6pm EST. Monthly installments of rent will be payable to: **B&L Rentals, LLC**.</u>

## ALL PERSONS SIGNING THIS AGREEMENT ARE UTLIMATLEY RESPONSIBLE FOR TOTAL RENTAL PAYMENTS (NOT JUST THEIR OWN PROPORTIONATE SHARE)

**MONEY DUE** before possession of premises is taken:

MOVE-IN FEE	\$
PET FEE	\$
DAYS RENT, MONTH OF	\$
CLEANING FEE	\$
TOTAL DUE BEFORE POSSESSION IS TAKEN	<b>\$</b>

# (6) **DELINQUENT RENT PAYMENTS, LATE FEES, and BAD** <u>CHECKS</u>: If the Tenant fails to pay the rent in full within 5 days of due date, an additional ten dollars (\$10.00) charge per day will be added to the rent beginning on due date.

If rent becomes overdue, eviction proceedings may be instituted and Tenant shall pay the rent for the remainder of the lease term less rental payments Landlord receives by re-renting the premises. Landlord shall take appropriate steps to re-rent the premises as soon as is practicable in an effort to mitigate damages.

If, for any reason, a check used by Tenant to pay Landlord rent is returned without having been paid, Tenant agrees to pay a returned check charge of \$50.00 with an additional Landlord fee of \$50.00, AND pay any fees due to late payment on a per day basis. Tenant must thereafter secure a cashier's check or money order for payment of rent.

(7) <u>UTILITIES</u>: Tenant (T) or Landlord (L) is responsible for paying all costs for the following utilities as indicated by T or L. Tenant shall maintain the temperature at or above 60 degrees Fahrenheit during the leased period to prevent frozen water pipes. Failure by Tenant to do so resulting in damages to the leased premises will be the responsibility of the Tenant. A/C shall not be run when windows open and will result in excessive utility usage being charged to Tenant. All utilities for gas, water/sewer, and electricity are to remain active and connected during the full lease term. Excessive utility usage for any utility will be charged to the Tenant.

Water/Sewer Gas Electricity Cable Internet Phone Trash \*\*Trash – if Landlord pays and Tenant is on city trash service this is included in your rental amount and only applies to weekly service. Other services will be charged.

(8) <u>USE OF PROPERTY</u>: Tenant shall personally use and occupy the leased premises solely as a dwelling of those people indicated on this lease. The leased premises and common areas shall not be used by Tenant for any commercial purpose (Airbnb), or illegal activity. The failure of any person occupying the premises to sign this lease is deemed a breach of the lease by those who have signed.

(9) <u>LANDLORD'S DUTY TO REPAIR</u>: Landlord hereby covenants to provide Tenant with premises that are in habitable condition and to keep the premises in habitable condition by making necessary repairs upon timely notice to the Landlord through <u>www.blrentalsonline.com</u> under Tenant Info tab and submitting Maintenance Request.

It is Tenant's duty to notify Landlord immediately of any water damage or discovery of any defect or uninhabitable condition. Emergency notices for heat, water, electricity, and life-threatening situations AFTER scheduled office hours should be given by calling the office and leaving a message at **812-219-7113 and online at** www.blrentalsonline.com.

Landlord will schedule appropriate repairs upon receiving notice. No repairs or alterations shall be made except with the full knowledge and consent of the Landlord. REFER TO TENANT MANUAL FOR MORE INFORMATION.

(10) <u>**TENANT DUTY TO MAINTAIN PREMISES**</u>: The premises and furnishings are to be kept in a clean and good condition by Tenant during occupancy. Tenant shall not paint or alter the walls, woodwork, or any other structure in the residence. Tenant shall also not smoke inside the residence, use candles, drugs, and no grills on decks. Kegs are also not permitted in the leased unit. Smoking or use of drugs inside the unit will constitute a default of this agreement.

Tenant is responsible for pest treatment after 30 days of occupancy. Tenant is responsible for all repair bills due to Tenant negligence. Tenant is not permitted to remove batteries or tamper with smoke detectors.

Tenant shall maintain the exterior of the premises in a neat condition, free and clear of personal property, clutter and debris. This area is not provided by Landlord as a storage area. Landlord may charge Tenant for removal of personal property or debris from this area.

Lawn care/landscaping is responsibility of:	(L) Landlord or	(T) Tenant.
Snow removal (over 2") is responsibility of:	(L) Landlord or	(T) Tenant.

(11) <u>**TAXES</u>**: Landlord shall pay all real estate taxes levied on the demised premises during the term of this lease.</u>

(12) **<u>DAMAGES TO PREMISES</u>**: Tenant agrees to pay for repairs to the premises including common area when caused by Tenant misuse or that of Tenant's family, agents, or visitors.

Damages that occur during the lease term must be paid for when they occur or within ten (10) days of the date of the notice to Tenant of the cost of repairs.

(13) <u>SUBLEASING AND ASSIGNING</u>: Tenant may not sublet nor assign the premises without the prior written consent of the Landlord. Tenant shall use the forms provided by Landlord. All Tenants must sign the sublease agreement.

A sublet fee of \$450.00 per Tenant must be paid to the Landlord at the time the sublet agreement is executed.

Tenant shall remain fully liable to perform all of the terms and provisions of this lease. Should the sublet Tenant cause damage which remains unpaid, or leave prior to the completion of the original lease, the original Tenant understands they are still liable and must pay the incurred rents or damages themselves.

(14) **<u>PARKING</u>**: Parking is permitted in designated parking areas only or by City parking permits which shall be obtained by Tenant. Parking/driving on grass areas or sidewalks is prohibited and may result in twenty-five (\$25.00) fine per occurrence and the vehicle will be removed at the owner's expense. Disabled or abandoned vehicles will be removed from the premises at the owner's expense.

(15) **NOISE: REMOVAL FOR UNREASONABLE CONDUCT**: Tenant agrees not to allow on the premises any excessive noises or activity. Tenant agrees not to conduct, or permit to be conducted, on the premises vocal or instrumental practice or instruction.

If Landlord finds that Tenant's conduct (or that of other occupants or visitors of the leased premises) unreasonably disturbs nearby residents or threatens to cause, causes, or is likely to cause damage to the premises, Landlord may terminate this lease pursuant to Paragraph (28), or may demand and file suit for immediate possession of premises. At such time, Tenant will be responsible for payment of leased term.

(16) **<u>FIRE AND OTHER HAZARDS</u>**: Tenant shall not permit or do any hazardous act which might cause fire, or that will increase the rate of insurance of the premises, including smoking inside the unit. If the premises become uninhabitable by reason of fire or other hazard not caused by negligence of Tenant, Tenant's family, agents, or visitors, the rental herein shall be suspended unless the same has been restored to a habitable condition within (30) days. Landlord is not obligated to rebuild or restore the premises. Tenant will comply in all respects with any policy of insurance covering the premises, including complying with the demands of any insurance carrier with regard to safety of the premises.

(17) **DESTRUCTION OF PREMISES**: In the event the leased premises is destroyed by fire or other disaster, and Landlord does not rebuild, this lease shall terminate, and rent paid in advance will be pro-rated to cover only the time up to the destruction of the premises.

## EACH TENANT IS ADVISED TO SECURE "RENTER'S INSURANCE" FOR HIS/HER OWN POSSESSIONS AND PERSONAL LIABILITY. IT SHALL BE THE RESPONSIBILITY OF TENANT TO CARRY INSURANCE TO COVER ANY AND ALL PERSONAL PROPERTY WITHIN THE LEASED PREMISES OR WITHIN THE STORAGE AREAS PROVIDED BY THE LANDLORD. TENANT PAYS RENT FOR THE LANDLORD TO PROVIDE THE PREMISES, NOT TO GUARANTEE TENANT'S POSSESSIONS OR INSURE TENANT'S PERSONAL LIABILITY. MANY LOCAL INSURANCE AGENCIES HAVE RENTER'S INSURANCE.

#### (18) **JOINT INSPECTION:**

(A) A joint inspection of the premises will be scheduled by Tenant to determine the condition of the premises at the beginning of the lease term. A check-in list will be drawn up jointly at the time of the joint inspection. If the Tenant fails to appear at the scheduled joint inspection, Landlord will conduct the inspection and make a copy of the check-in form for the Tenant. The check-in form is hereby incorporated in this lease.

(B) Upon vacating the premises, the refrigerator, range, oven, cabinets, light fixtures, closets, windows, woodwork and furnace areas must be cleaned. Tile and hardwood floors must be cleaned, carpets professionally cleaned (with receipt), and bathtubs, toilet and sinks cleaned. A joint move-out inspection will be scheduled by Tenant with Landlord, using the check-in list form from the initial inspection. There will be a charge for items not cleaned based on the cost of having the cleaning done. The cleaning fee charged at the begging of the Lease is not a replacement for the property being fully cleaned.

(19) <u>INSPECTION CHARGES</u>: Tenant shall be responsible for any charges resulting from any building inspection conducted by City of Bloomington authorities when such inspection results from acts of Tenant.

(20) <u>ATTORNEY FEES</u>: In the event Landlord employs an attorney because of Tenant's breach of any terms of this lease, Tenant agrees to pay reasonable attorney's fees, costs of collection, and applicable court costs.

(21) <u>**REMOVAL OF PERSONAL PROPERTY**</u>: If after violation of any provision of this lease, or at the termination of this lease agreement, or upon Tenant's abandonment of the premises, if Tenant vacates and fails to remove personal property, then the personal property may be disposed of as Landlord sees fit and the charge for such removal of any personal property must be paid for when they occur or within ten (10) days of the date of the notice to Tenant.

If Landlord is required to store personal property and such personal property is claimed by Tenant, Tenant will pay moving and storage expenses before receiving the personal property. Landlord and Tenant hereby agree that charges for moving and storage will be based upon the actual cost to Landlord for moving and storage. (22) <u>KEYS</u>: A fee of \$25.00 will be charged for replacement of a lost key and a fee of \$75.00 will be charged for after hours lock-out service calls. At the expiration of the term of this lease, Tenant shall return to Landlord all keys to the premises. Tenants is not permitted to make copies of keys to anyone other than those persons named on the lease agreement. Installation of any additional locks shall be first approved by the Landlord in writing. Tenant shall be responsible for all costs of installation, repairs, and/or damages, including re-keying the lock to conform to the master. Upon termination, Tenant will be charged a \$100 fee for changing locks or at any time during the lease as Tenant requests.

Acceptance of a key to the premises from Tenant is not an acceptance by Landlord of surrender of the premises by Tenant vacating the premises in violation of the lease.

(23) **<u>INTERPRETATION</u>**: In reading and interpreting this lease, the singular of any word shall mean or apply to the plural. The term "premises" shall mean and refer to a house when applicable.

(24) <u>SEVERABILITLY</u>: Should any section, clause, paragraph, or part of this lease be declared invalid by a court of competent jurisdiction, the remaining sections, clauses, paragraphs, and parts shall continue and remain in full force and effect.

(25) <u>NO WAIVER OF TERMS</u>: No failure by Landlord to insist upon the strict performance of any term or condition of this lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term or condition. No terms or conditions of this lease required to be performed by the Tenant and no breach thereof, shall be waived, altered, or modified, except in writing by Landlord.

(26) <u>NO EARLY SURRENDER</u>: Tenant expressly agrees not to surrender the premises or vacate it prior to the expiration of the terms of this lease without first having obtained Landlord's written consent. This paragraph will not affect paragraph 13 on subleasing.

(27) <u>**RULES**</u>: Tenant hereby agrees to fully comply with all rules and regulations which are specified in this lease or which are posted by the Landlord.

(28) <u>**REMEDIES FOR BREACH OF CONTRACT**</u>: If Tenant breaches this lease, Landlord may terminate this lease. Landlord shall then be entitled to the immediate possession of the leased premises. If Landlord is forced to initiate eviction proceedings, Tenant will be responsible for court costs, attorney fees, and rent due for the remainder of the term, less rental payments Landlord receives by re-renting the premises. Remedies for breach due to failure to pay rent are also set out in Paragraph (6).

(29) <u>LEASE DOCUMENTS</u>: One hard copy of the Lease Agreement and miscellaneous documents will be provided to the leased unit. An electronic copy will be sent to all Tenants named on the lease agreement. Any additional hard copies requested will be made at a fee of \$10.00 per copy.

(30) <u>WALK-THROUGH PROCEDURE</u>: As described in the Tenant Manual made part of the Lease Agreement, Tenant and Landlord shall conduct an inspection during move-in and move-out. An inspection form will be completed along with photos taken by Landlord. Prior to move-out, Tenants will set the appointment with Landlord and Tenant is expected to be present. If premises are not clean and vacant at time of scheduled appointment, Tenant will be assessed a \$50 trip charge and will be required to reschedule the move-out inspection by the termination time and day.

(31) <u>PETS</u>: If Pet Agreement is not attached to this Lease Agreement, NO PETS ARE <u>ALLOWED</u> on premises. If Tenant is found in violation, this constitutes breach of contract and subject to Section (28).

(32) <u>**RENEWAL:**</u> Landlord will inquire at any time during lease term if Tenant wishes to renew. If Tenant does not renew during the time period given by Landlord the premises will be advertised and shown to new prospective tenants.

## (33) <u>FURTHER CONDITIONS</u>:

WHEREFORE, we, the undersigned, hereby execute and agree to this lease agreement.

LANDLORD:

By:\_\_\_\_\_

Date:\_\_\_\_\_

TENANT any person living in the leased premises for more than three (3) days must sign this lease and all Tenants are jointly responsible:

1.			4				
Signature DOB:	SSN:	Date		Signature DOB:	SSN:	Date	
2.			5				
Signature DOB:	SSN:	Date	-	Signature DOB:	SSN:	Date	
3							
Signature DOB:	SSN:	Date					
Attachments:							
Lead-H	Lead-Based Paint Form		R	Rental Charges			
Move-in/out Inspection Form			Pe	Pet Policy (only allowed if attached)			
Tenant	Tenant Manual			Tenant Rights			
Utility Information			Pa	Parking Permit			
Gentry Quarters Handbook			Ot	Other: Copy of ID in Folder?			