

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this _____ day of _____, 20____, by and between _____ as Lessee(s), (hereinafter referred to as "Tenant"), and _____ as Lessor, (hereinafter referred to as "Landlord" and represented by Signature Realty Services).

Landlord hereby leases to Tenant for a private residence the premises located at:

_____ (hereinafter referred to as "the Property"), in Monroe County on the following conditions and terms:

1. **TERM OF LEASE:** The term of the lease begins on _____, and will continue through _____.
2. **RENT:** Tenant agrees to pay the total sum of \$_____ as rent, paid in equal monthly installments of \$_____. All rent payments are due (if mailed, must be postmarked) no later than the 1st day of each month and are payable to the Landlord at the following address:

Tenant may mail checks early and post-date checks to due date. Tenant may not deduct any rent payments from the security deposit. The Tenant shall pay for electric, water and sewer, gas, cable, telephone, and all other utilities connected to the Property.

3. **LATE FEES:** If rent is not received by 6:00pm on the due date, Tenant will be charged a late fee of \$5.00 per day until the rent is paid. A bad check is considered non-payment of rent and Landlord will enforce late fee charges the same as non-payment, commencing with the date after the rent is due.

In addition, a \$35.00 service charge will be assessed against a check that is returned from the bank for whatever reason. All bad checks must be redeemed in cash or money order.

4. **TERMINATION OF LEASE DUE TO NON-PAYMENT OF RENT.** Landlord shall have the right of terminating the lease should rent become delinquent. If rent is ten (10) or more days in default, the rent balance remaining under this lease contract shall become immediately due and payable. The Tenant shall surrender possession of the Property and all leased furnishings within five (5) days after notification of cancellation. Such notice may be given in writing, mailed by the U.S. Postal Service, emailed, or hand-delivered to the Tenant, and such notice, regardless of means of delivery, shall constitute sufficient notice.
5. **SECURITY DEPOSIT:** Tenant have deposited with Landlord the sum of \$_____ as a security deposit for the performance of each and every provision of this lease. Landlord 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. any attorney's fees Landlord incurs by the breach of provision(s) of this lease.
 - c. unpaid late fees or service charges as provided by this lease.
 - d. any court costs Landlord incurs by enforcement of the terms and provisions of this lease.
 - e. the cost of any repairs, replacements, redecorating, and/or refurnishings of the Property or any fixtures, systems, or appliances caused by other than normal wear and tear.
 - f. costs and expenses incurred by Landlord as a result of Tenant's breach of any provisions of this lease.
 - g. a reasonable cleaning expense, to include but not limited to, general & carpet cleaning and painting, provided Tenant does not leave the Property in a clean condition at the time Tenant vacates.
 - h. any unpaid utility bills as of the date Tenant vacates.
 - i. if Tenant fully performs their obligations under the terms of this lease, the deposit will be returned to the Tenant no later than thirty days after termination of the lease, after the Property has been vacated, as soon as is reasonable. In no event is the Landlord obligated to return the deposit until after thirty (30)

days after the Property is vacated and Landlord receives receipts showing that the final utility payments, which Tenant is obligated to pay under the terms of this lease, have been made.

6. **CONDITIONS OF THE PROPERTY AND INSPECTION:** Tenant has examined the Property, including appliances, furnishings, and adjacent areas prior to signing of this lease and is satisfied with its condition. Tenant and Landlord shall use a move-in/move-out checklist and agree that it shall be attached to and made part of this lease at time of completion.
7. **ASSIGNMENT AND SUBLETTING:** Tenant agrees that the Property shall not be occupied by any person(s) other than those previously identified in this lease as Lessee and/or Tenant. Tenant shall not sublet the Property or assign this lease or permit any transfer of Tenant interest in the Property without the Landlord's prior permission.
8. **UPKEEP:** Tenant agrees, at their expense, to keep the Property in good repair, in a clean and sanitary condition, and free from vermin and rodents. Tenant further agrees that all trash must be placed in suitable containers provided by the Tenant and placed in the area designated for trash removal service by the City of Bloomington or the designated trash removal service hired by Tenant. Trash removal shall be the responsibility of the Tenant. Tenant is responsible for the proper upkeep of the outside area, including yard care, the timely removal of snow and ice from the sidewalks and walkways surrounding the Property. Tenant shall be responsible for any fines incurred during lease period for failure to maintain Property to public code.
9. **ACCESS:** Landlord reserves the right of free access to the Property for the Landlord or assigns during ordinary business hours or in the event of emergencies at any hour to inspect, repair, alter or (attempt to) lease the Property. This includes the right to offer for sale or rent, and to display "For Sale" or "For Rent" signs in such places as Landlord feel appropriate. Landlord shall make every effort possible to contact Tenant by telephone and/or email prior to accessing the Property.
10. **FALSE APPLICATION:** Should Tenant submit a lease application, Tenant warrants that the information given in said application(s) is true. If any information is false, Landlord may terminate this lease immediately and exercise available remedies under all provisions of this lease.
11. **LEGAL EXPENSES:** Tenant agrees to pay all costs, expenses and attorney's fees which Landlord incurs due to Tenant breach of this lease. Tenant shall indemnify and hold harmless the Landlord and assigns against all claims and liabilities arising out of Tenant control of the Property.
12. **USE OF THE PROPERTY:** Tenant shall not use the Property for boarding or lodging of persons not party to this lease without the Landlord's prior written consent. The Property may not be used for any trade, business, or entertainment, nor for any purpose that will increase the rate of insurance. Tenant shall not commit, or permit, any unlawful practice that will injure the reputation of the Property, the building or the neighborhood.
13. **PERSONAL PROPERTY AND INSURANCE:** Tenant understands and agrees that the insurance coverage by the Property owner is on the building alone and will not provide any protection for the Tenant's personal possessions. **Tenant is responsible for obtaining their own insurance to protect their personal property. Landlord is not responsible for Tenant personal possessions.**
14. **LIABILITY FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY:** Tenant agrees to be responsible for any claims made against Landlord for injury to persons or damage to personal property or the Property made by any third party growing directly or indirectly out of Tenant use and occupancy of the Property.
15. **WINTERIZING:** Tenant agree to take winterizing precautions during extremely cold weather to prevent freezing as recommended by Landlord or by the appropriate servicing utilities. Failure to contact Landlord to learn of winterizing options shall not be a basis for failure to adhere to the terms of this paragraph. Winterizing includes maintaining a reasonable room temperature, opening doors under sinks and lavatories where the plumbing might be exposed to outer walls and running water from the taps to keep pipes clear.

Otherwise, Tenant will be charged for any repairs for damage, service or plumbing calls caused by Tenant failure to take the necessary winterizing precautions.

16. **UTILITIES:** Tenant agrees to pay for all utilities connected to the Property for the lease period. Tenant will place the utilities in their name(s) effective the start date of this lease and shall be responsible for utility costs for the lease period.
17. **PROHIBITION OF CERTAIN ITEMS ON THE PROPERTY:** Violation of any of the following terms will result in a fine of \$300 charged to Tenant and payable on demand by Landlord. This fine is in addition to any repairs & replacements needed to return Property to its condition at time of signing of lease. Repairs & replacement include, but is not limited to, treatment to remove pet and/or cigarette smell, as well as recarpeting and repainting at Tenant's expense. Tenant and Landlord agree that violation of any of the provisions in this paragraph shall be a material violation of this lease and may subject Tenant to immediate eviction from the Property.
 - a. No article or conduct will be permitted that will in any way damage the interior or exterior of the Property or be hazardous to life or Property, such as combustible materials.
 - b. TENANTS SHALL ENSURE THAT SMOKING SHALL NOT BE PERMITTED ON THE PROPERTY, INCLUDING, IF PRESENT, INSIDE THE GARAGE.
 - c. No pets shall be allowed to be kept on the Property.
 - d. The Tenant may not modify the paint on the Property. Should Tenant modify the paint of the Property, Tenant shall, at Tenant's expense, return paint to pattern present at time of signing of lease.
18. **KEYS:** Landlord shall provide a lock, considered safe by the housing industry, for exterior doors. Tenant agrees that no additional locks shall be placed upon any door of the Property, nor shall any locks be changed without the Landlord's written consent. Upon termination of this lease all keys to the Property shall be returned to the Landlord. If applicable, Landlord shall also provide a remote control for garage access. Tenant shall not have duplicate keys made. Should Tenant need duplicate keys, Tenant shall obtain them from Landlord.
19. **FIRE HAZARDS:** Tenant shall not permit any hazardous act which might cause fire or that will increase the rate of insurance on the Property. If the Property become uninhabitable by reason of fire not caused by Tenant negligence, agents or servants, the rental herein shall be suspended until the same has been restored to a habitable condition. Landlord is not obligated to rebuild or restore the Property. Tenant shall comply in all respects with any policy of insurance covering the Property, including complying with the demands of the insurance carrier with regard to the safety of the Property. If Landlord exercises their right not to restore the Property, this lease shall terminate with an end date based upon the last date of available habitability.
20. **SEVERABILITY:** Should any part of this lease be declared invalid by a court of competent jurisdiction or by statute, the remaining parts shall not be affected.
21. **JOINT AND SEVERAL LIABILITY:** Each person signing this lease as Tenant agrees to be jointly and severally liable to the Landlord for any breach of this lease, which means that each of the tenants who sign this lease agreement may be held individually responsible for the entire amount or rents due under the terms of this lease, and breach of this lease and for the acts and omissions of the other Tenants signing this lease.
22. **ENTIRE AGREEMENT:** This lease constitutes the entire agreement between the parties, except for the move-in/move-out checklist, which shall be attached to and made part of this lease at time of completion.
23. **GENERAL AGREEMENT OF THE PARTIES:** This lease is binding on the heirs, personal representative, successors, and assigns of the parties.
24. **FIRE SAFETY:** ONE smoke alarm is operational the day of possession. Tenant will be responsible for checking smoke alarms regularly and replacing batteries as needed. Also, one fire extinguisher shall be present in the kitchen and shall not be used except as required for safety purposes.

25. **FURTHER CONDITIONS:** _____

26. Failure to observe and exercise compliance with any of these provisions or others that may reasonably be required by Landlord will constitute a breach of the lease.

TENANT'S SIGNATURE DATE

PRINTED

TENANT'S SIGNATURE DATE

PRINTED

LANDLORD'S SIGNATURE DATE

PRINTED

TENANT'S SIGNATURE DATE

PRINTED

