

This Lease is between Landlord and Tenant(s) who agree to the following terms and conditions:

Security Deposit \$: _____	Due on signing
Last Installment \$: _____	Due 5/15/21
First Installment \$: _____	Due 8/15/21

**Section 1. Definitions.** Landlord and Tenant(s) agree that the following terms have the following meanings as used in this Lease:

- 1.1. Landlord.** "Landlord" means Elkins Apartments, LLC, who manages this property as agent and representative of the owner of the property.
- 1.2. Tenant.** "Tenant" means the persons hereby listed, *jointly and severally*.

John Doe

**1.3. Rent.** "Rent" means an annual rental amount of \$ \_\_\_\_\_, payable in 12 stipulated installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per stipulated installment.

**1.4. Leased Premises.** "Leased Premises" means 2112 at N-USA BLVD Bloomington, IN  
*This unit may not be the exact unit viewed by the tenant(s) but will be similar to the unit shown or discussed.*

**1.5. Appliances.** "Appliances" means the furnace, water heater, refrigerator, stove, oven and the following:  
 air conditioner;  garbage disposal;  washer/dryer;  dishwasher;  other \_\_\_\_\_

**1.6. Security Deposit.** "Security Deposit" means the sum of \$ \_\_\_\_\_ which was paid by Tenant(s) prior to Landlord's execution of this Lease unless other payment arrangements have been made.

**1.7. Commencement Date.** "Commencement Date" means the first day of the Lease Term.

**1.8. Lease.** "Lease" means this Lease Agreement between Landlord and Tenant(s).

**1.9. Landlord's Address.** "Landlord's Address" means 940 N. Walnut Street, Bloomington, Indiana 47404. Landlord may change the Landlord's Address by providing Tenant with written notice of such change from time to time.

**1.10. Tenant's Designated Notice Address.** "Tenant's Designated Notice Address" means the Leased Premises and the following permanent address of the Tenant designated by all Tenant(s) as their representative for service of notice of legal process:

\* \_\_\_\_\_  
(Legal Designate Name) (Permanent Address)  
If this section is left blank, then the Legal Designate shall be the first Tenant signing the lease.

**1.11. Lease Term.** "Lease Term" means the period commencing on Aug. 19, 2022 at 2 p.m., and ending Aug. 03, 2023 at 12:00 p.m.

**1.12. Utilities.** "Utilities" means all connection fees and monthly charges for all gas, water/sewer, electric, cable television, telephone service, trash removal and other separately metered or assessed expenses excepting only the following:

N/A

**Section 2. Term.** Landlord lets the Leased Premises to Tenant for the Lease Term. Notwithstanding any termination or expiration of the Lease, Tenant or Tenant's representative shall remain liable for any obligations that arose under the Lease as herein provided.

### Section 3. Tenant's Rent Payments.

**3.1. Stipulated Installments.** Tenant promises to pay Rent and other charges in twelve (12) stipulated installments to Landlord at Landlord's Address, in advance, on or by the fifteenth (15th) day of each calendar month of the Lease Term without prior demand, deduction or set off. Landlord shall collect the first and last stipulated installments prior to Tenant taking possession of the Leased Premises unless other payment arrangements have been made in writing. Landlord reserves the right to accept only one (1) check even if there are multiple Tenants. Checks may not be post-dated. All checks may be deposited the date received.

**3.2. Pro Rata Rent.** Tenant agrees to pay Rent for a partial installment in the amount of \_\_\_\_\_ on or before \_\_\_\_\_.

**Section 4. Additional Rent.** If Tenant does not pay the Rent when due, Landlord may impose **\$4.00 per day per person** additional rent beginning on the sixteenth (16th) day of the calendar month and the additional rent will continue to accrue until all Rent, bad check charges and all other amounts payable by Tenant have been completely paid.

**Section 5. Bad Checks/NSF/other failed payments.** Any failed payment is considered non-payment of Rent. Tenant shall pay Landlord the additional sum of at least \$50.00 for each returned, NSF, or failed payment that Tenant may give to Landlord. For all failed payments, including BAD CHECKS, additional Rent will be assessed and shall accrue from the original payment date. If Tenant tenders two (2) failed payments during the Lease Term, all future payments of Rent or other charges must be made by certified check or money order.

**Section 19. Access.** Tenant shall permit Landlord or Landlord's agents to enter the Leased Premises during all reasonable hours to examine and protect the Leased Premises; to show the Leased Premises to prospective buyers or renters; to make repairs, additions, or alterations as Landlord may deem necessary; or, for applying pest control treatment.

**Section 20. Joint and Several Liability.** If more than one Tenant signs this Lease, each Tenant is jointly and severally liable for all Rent and other charges the entire Lease Term so that each person signing this Lease will be held responsible for the entire amount due and for the acts and omissions of all Tenants signing this Lease and all guests

**Section 21. Legal Notices.** Notice shall be provided in writing by the US Mail, by fax, by e-mail or personally delivered. Notices to Tenant shall be addressed or delivered to the Leased Premises. Notices to the Landlord shall be addressed or delivered to Landlord's Address. Mailed notices are effective upon mailing; fax or e-mail notices are effective upon transmission. Each tenant signing this Lease authorizes any other tenant to accept notice(s) on their behalf and authorizes any other tenant to act as their agent.

**Section 22. Removal of Personal Property.** If the Tenant moves out and fails to remove all of Tenant's personal property without making arrangements in advance with Landlord, the Tenant's personal property remaining in the Leased Premises shall be deemed to be abandoned and may be disposed of by Landlord in any manner. Cost of moving, storage or disposal will be paid by Tenant.

**Section 23. Locks and Keys.**

**23.1.** Landlord shall provide a lock, which is considered safe by our industry, for the exterior doors. No additional locks shall be placed upon any doors, nor shall locks be changed without Landlord's prior written permission.

**23.2.** Upon lease expiration or termination, Tenant shall return to Landlord ALL original keys, and any duplicates, to the Leased Premises. If ALL original keys are not returned, the locks will be changed at Tenant's expense.

**Section 24. Representation on Application.** Landlord offers this Lease to Tenant based on the representations made on Tenant's Application. If such statements are misleading, incorrect, or untrue, Landlord shall have the right to cancel this Lease and to immediate possession of the Leased Premises by serving written notice of cancellation upon Tenant's Designated Address.

**Section 25. Pet Policy.** Tenant agrees that **NO PETS ARE ALLOWED** unless both Landlord and Tenant have executed a *Pet Lease Addendum*. Pets include but are not limited to dogs, cats, birds, and reptiles (fish are permitted). Pets cannot visit or be kept for vacationing friends or relatives. Landlord reserves the right to assess a **Three Hundred Dollar (\$300.00) fee per pet per incident for violation of this policy and to assess an additional fee of Fifty Dollars (\$50) PER PET PER DAY**, for each day beyond 5 days after the violation, and continuing until such time as the tenant rectifies the Pet Policy violation by removal of the pet or, at the Landlord's sole discretion, through execution of a *Pet Lease Addendum*. Assessment of such fees does not constitute an agreement to allow a pet. In accordance with applicable law, trained service and support animals providing assistance to Tenants with disabilities are not "pets"; however, **individuals with service animals must request reasonable accommodation in advance and in writing and must provide supporting documentation as allowable by law** through the completion of Landlord's Reasonable Accommodation Procedures.

**Section 26. Miscellaneous.** Time is of the essence of all provisions. Should any part of this Lease be declared invalid by law, the remaining parts shall continue and remain in force. Landlord's failure to insist on the strict performance of this Lease shall not constitute a waiver and no terms of this Lease shall be waived, altered, or modified except by a writing signed by Landlord and Tenant. Landlord's acceptance of Rent shall not be deemed a waiver as to any preceding breach or default. This Lease is subordinate to all security interests that may affect the Leased Premises. This Lease constitutes the entire agreement between Tenant and Landlord. There are no oral representations, stipulations, warranties or understandings relating thereto which are not fully set forth herein. The submission of this Lease for examination by Tenant does not constitute an offer to lease. This Lease shall become effective only after signed by both Landlord and Tenant; however, if Landlord has required Parental Guaranties, Landlord may, at Landlord's option, terminate this Lease at any time prior to receipt of all such Guaranties.

**Section 27. Signature. IN WITNESS WHEREOF.** Landlord and Tenant have signed this Lease on the day and year written below.

**WARNING: This is a binding agreement and your signature binds you to its terms and conditions immediately upon signing. Each party to the Lease (and their guarantors) are collectively liable for the full amount of this Lease in the event the other Tenants fail to fulfill their obligations under this Lease.**

TENANT John Doe John Doe 8/15/22  
Printed Name Signature Date

Printed Name Signature Date

Printed Name Signature Date

Printed Name Signature Date

Printed Name Signature Date

**LANDLORD**  
ELKINS APARTMENTS, LLC  
940 North Walnut Street, Bloomington, IN 47404

BY: [Signature]  
Signature (for Elkins Apartments LLC) Date

# 1. RESIDENCY AND FINANCIALS

## 1.1 PARTIES, PROPERTY AND OCCUPANTS

This Lease is created 04/13/2020 between the following parties:

A. Property Manager and/or LANDLORD: Brawley Investment Group LLC, d/b/a Brawley Property Management

B. Tenants listed below, hereinafter referred to, jointly and severally, as the TENANT and/or LESSEE.

Jane Doe

TENANT and/or LESSEE agreed to rent the property located at

321 USA BOULEVARD Bloomington, IN 47404

Bloomington, IN 47408

, hereinafter referred to as the PROPERTY, to be occupied and used only as a private dwelling by the TENANT(s), who is/are listed above and no Others. If the PROPERTY is occupied by any additional person(s) not listed above and within City of Bloomington Occupancy Permit limit, then additional charges will occur.

C. The TENANT understands and agrees that all persons signing this lease agreement are held jointly and severally liable for breach of this agreement, meaning that each TENANT named on page one (1) may be held responsible for the acts and omissions of the other TENANTS signing this agreement and their guests. In other words, "jointly and severally liable" is a legally binding phrase which means that, among other obligations, EACH CO-TENANT IS LEGALLY RESPONSIBLE TO THE LANDLORD FOR PAYING ANY PORTION OF THE RENT UNPAID BY ANY AND ALL CO-TENANTS WHO FAIL TO PAY OR WHO VACATE THE LEASED PROPERTY BEFORE THE EXPIRATION OF THIS LEASE.

## 1.2 TERM OF LEASE

The terms of this tenancy shall commence at noon on 08/18/2022 and end at noon on 07/31/2023. If an early move in is possible, a daily rate of 6% of monthly rent will be charged. The lease term does not expire until the stated date even if you move out early unless a release or termination of the lease is mutually agreed upon in writing.

## 1.3 RENTS

The total rent for the term of the lease is \$3,550.00 x12, and TENANT is responsible for payment of that entire amount. For the convenience of the TENANT, the TENANT may pay that amount in advance via monthly installments as follows:

- 1. The first installment of rent \$3,550.00 and any other monthly charge

Monthly Rent \$3,550.00

Total: \$3,550.00

are due MAY 1, 2021. The second installment is due SEPTEMBER 1, 2021 and continues every month until 12 installments have been paid in full.

## 1.4 ACCELERATION

If the TENANT breaches this lease in any manner, including specifically and without limitation default by nonpayment of any rent, utilities, fees, deposit, or any sums called for under this Lease, illegal drug use, illegal drug possession, or vacates the premises prior to expiration, LANDLORD will accelerate the term of this lease and declare all rents for the remaining terms to be immediately due and payable. TENANT agrees to pay all such sums upon demand, acknowledging that such sums should be considered liquidated damages for the TENANT'S breach of this Lease. LANDLORD shall notify TENANT of any breaches of the lease via text, email, or mail.

## 1.5 SECURITY DEPOSITS AND APPLICATION FEE

The total security deposit due is : \$3,550.00 (equal to one months installment) upon execution of the Lease Agreement. This deposit is NOT rent. If an outstanding security deposit balance is not paid within five days of 04/13/2020 the LANDLORD may at its sole discretion

Please read carefully.

By completing and signing this form, you are agreeing to use an electronic signature, which means:

1. You agree to use an electronic document and an electronic signature. You understand that electronic signatures are legally binding in the United States and other countries.
2. You agree to read the document and fill it out accurately and completely.

X  \_\_\_\_\_  
Lessee IP Address: 99.203.4.148  
04/13/2020 07:17pm EDT

X \_\_\_\_\_  
Co-signer IP Address: 73.181.151.111  
05/28/2020 05:07pm EDT

X \_\_\_\_\_  
Co-signer IP Address: 68.39.224.81  
04/13/2020 08:55pm EDT

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Co-signer IP Address: 184.170.167.162  
06/04/2020 10:45am EDT


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Lessee IP Address: 68.39.224.81  
04/14/2020 01:04am EDT

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06/10/2020 11:44am EDT

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Lessee IP Address: 99.21.58.9  
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Co-signer IP Address: 107.77.210.64  
06/22/2020 10:19am EDT

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05/16/2020 07:43am EDT

X  \_\_\_\_\_  
Lessor IP Address: 68.54.146.115  
06/22/2020 01:13pm EDT

X \_\_\_\_\_  
Lessee IP Address: 73.181.151.111  
05/18/2020 02:09pm EDT