

LEASE AGREEMENT
Cardinal Pointe Apartments, LLC

THIS LEASE, entered into by Cardinal Pointe Apartments, LLC, (hereinafter referred to as "Owner" and _____ (hereinafter referred to as "Tenant"))

WITNESSETH

That Owner hereby leases to Tenant and Tenant hereby leases from Owner, upon the following terms and conditions, Apt. No. _____, Muncie, Indiana.

1. **Rent, Term, and Late Charge:** The Lease term shall be _____ months, commencing on _____, 20____, and ending on _____, 20____, unless sooner terminated, and Tenant, without demand or notice, shall pay a monthly rental of _____ Dollars (\$_____), payable on or before the first day of each month in advance, to Owner or Owner's Agent, at 808 W. Riverside Ave, Office, Muncie, IN 47303, or such other address as Owner shall direct. Any rental payment not received within five (5) days of the due date, shall be assessed a Fifteen Dollar (\$15.00) late charge, plus Five Dollars (\$5.00) for each day thereafter until paid in full. Any check returned by Tenant's bank shall be assessed a Twenty Dollar (\$20.00) return charge, plus the late charges as provided as above.

2. **Common areas:** Common areas and facilities, such as laundry, storage and locker areas, and hallways are not appurtenant to the apartment and any use by Tenant shall be at its sole risk.

3. **Utilities:** Tenant shall pay for electricity and a gas surcharge of \$7.00 for a 1 bedroom apartment and \$14.00 for a 2 bedroom apartment per month. Tenant shall receive a no charge water, sewage and trash.

4. **Garage Parking:** For garage parking tenant shall pay \$30.00 per month.

5. **Use, Occupancy, Compliance with Laws, No Pets:** Tenant shall use the apartment as a residence for occupancy by no more than (3) adults, each of whom shall have executed the Lease. Tenant's permitted occupancy of an apartment by any person who is not a Tenant shall incur a charge of Twenty-Five Dollars (\$25.00) per day for each day, or part thereof, such occupancy exceeds forty-eight (48) hours. Tenant shall keep the apartment in a clean and orderly condition, and shall not use the apartment in any manner constituting a violation of any ordinance, statute, or regulation. Tenant shall not affix upon the exterior of the apartment, any sign, insignia, or decoration. No dogs, cats or other pets shall be kept in the apartment. The apartment shall not be used in any manner which would tend to injure the reputation of the apartment. The apartment shall not be used in any manner which would injure the reputation of the Co-Tenants or apartment community. Tenant shall not permit any noise or odor or other type of conduct, disturbing to its Co-Tenants, nor shall Tenant interfere with the rights and comfort of its Co-Tenant.

6. **House Rules:** Tenant agrees to abide by any and all House Rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, parking, and use of common areas. Tenant shall be given written notice of the first violation of the House Rules. The second violation thereof shall incur a Twenty-Five Dollar (\$25.00) charge, and each violation thereafter shall incur a Fifty Dollar (\$50.00) charge. Any tenant who commits a third violation of the house rules during their occupancy of the apartment shall be considered in default pursuant to Paragraph 15(E) and shall be subject to the Owner Remedies set forth in Paragraph 16 below.

7. **Maintenance, Repairs or Alterations:** Tenant acknowledges that the premises are in good order and repair and accepts the apartment in its present condition. Tenant shall, at its own expense, and at all times, maintain the premises in a clean and sanitary manner, including all equipment, appliances, furniture and furnishings therein, and shall surrender the same, at the termination hereof, in as good a condition as received, normal wear and tear expected. Smoke detectors are provided by the Owner and are operational on the date of this Agreement. The Tenant shall not remove the battery in each smoke detector and, at least one (1) time every three (3) months during the term of this Agreement, test to ensure that the smoke detector is in operational condition. Tenant shall properly notify the Owner if a smoke detector is not operating. Tenant shall be responsible for damages caused by its negligence and that of its family, or invitees, or guests. Tenant shall not paint, paper, or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant agrees to promptly notify Owner of any damage or defect in the apartment which may hereafter occur. Owner makes no **warranty of habitability** as to the apartment. Tenant acknowledges that any fee shown as refurbishing/cleaning charge shall be non-refundable and is retained by Owner as additional rental to cover standard refurbishing, painting and carpet cleaning. Such sum is over and above any charges for damages which may occur, which shall be deducted from Tenant's security deposit.

8. **Parking:** Tenant is hereby granted a Permit for vehicle parking as follows: _____ . Tenant shall park only in designated parking areas. Tenant shall be solely responsible for obtaining any additional parking spaces it may need.

9. **Indemnification and Release:** Regardless of whether or not separate, several, joint, or concurrent liability may be imposed upon Owner, and to the extent permitted by Law, Tenant shall indemnify, and hold harmless, Owner from and against all damages, claims, and liability arising from or connected with Tenant's control or use of the apartment, including, without limitation, any damage or injury to person or property. This indemnification shall include Owner's legal cost and fees in connection with any such claim, action or proceeding. To the extent permitted by law, Tenant does hereby release Owner from all liability for any accident, damage or injury caused to person or property on or about the apartment or the common areas, whether due to negligence on the part of Owner and notwithstanding whether such acts or omissions be active or passive. **Tenant must obtain insurance to cover its personal property and to cover the indemnity and hold harmless provision for the Owner as set forth above.**

10. **Stolen or Damaged Property:** Owner is not responsible for any damage to or any stolen property of tenant or his guests located within tenant's apartment or placed by tenant or his guests upon owner's premises. This includes, but is not limited to bicycles, motor vehicles and their contents, items placed in storage rooms and also articles of clothing in the laundry room.

11. **Owner's Lien:** To secure the payment of rent and other liabilities of tenant, Tenant hereby grants to Owner a security interest in all Tenant's personal property, which is now or hereafter located in the apartment, and in the proceeds thereof ("collateral"). Tenant shall not permit the removal of any collateral from the apartment except in the ordinary course. Tenant authorizes Owner to file financing statements relating to the collateral signed only by the Owner. Upon the occurrence of an event of default, Owner shall have all the remedies of a secured party available under Indiana Law. Owner shall give Tenant at least ten (10) days' prior notice of the time and place of any public sale of the collateral, or of the time at which any private sale or other intended disposition is to be made.

12. **Surrender and Holdover:** Upon the expiration, or sooner termination, of this Lease, Tenant shall surrender the apartment (and the keys thereto) clean and ready for the next occupancy and otherwise in good order and condition. Prior to expiration or termination, Tenant shall remove all of its personal property. If Tenant fails to timely remove such personal property, then, at Owner's option, it shall be deemed abandoned and the property of the Owner.

13. **Assignment and Subletting:** Tenant shall not, without the prior written consent of the Owner, assign, mortgage, encumber, or transfer this Lease in whole, or in part, or sublet the apartment, or any part thereof, nor grant a license or concession in connection therewith. This prohibition shall include any act which has the effect of an assignment or transfer and which occurs by operation of law.

14. **Destruction:** If the apartment should be damaged or destroyed by fire, or other cause, and the cost of repair and restoration would exceed One Thousand Dollars (\$1,000.00) then Owner shall have the right to cancel this Lease by giving notice within thirty (30) days after the occurrence, and this Lease shall terminate as of fifteen (15) days after the date of the notice is given. If Owner fails to exercise this option, then Owner shall promptly repair and restore the apartment to substantially the same condition it was in prior to the damage or destruction. If the building of which the apartment is a part should be damaged, or destroyed by fire, or other cause, and the cost of repair and restoration would exceed Twenty-Five Thousand Dollars (\$25,000.00) and notwithstanding that the apartment may be unaffected by such damage or destruction, then Owner shall have the right to cancel this Lease by giving notice of such election within thirty (30) days after the occurrence, and this Lease shall terminate fifteen (15) days after the date such notice is given. The provisions of this section shall not limit, modify, or release Tenant from any liability it may have for damage or destruction.

15. **Mechanic's Liens:** Tenant shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the apartment, nor against any interest therein, by reason of labor, services, or materials claimed to have been performed, or furnished to or for or at the request of Tenant. Nothing in this Lease shall be deemed or construed to constitute consent to, or request to, any party for the performance of any labor, or services, or the furnishings of any materials for the improvement, alteration, or repairing of the apartment; not as giving the Tenant the right or authority to contract for, authorize, or permit the performance of any labor, or services, or the furnishings of any material that would permit the attaching of a valid Mechanic's Lien.

16. **Events of Default:** Any of the following shall be deemed an event of default:

- (A) The failure to pay any installment of rent when the same becomes due.
- (B) Tenant's failure to perform or observe any other covenant, term, or condition of this Lease to be performed or Observed by Tenant and, if curable, the failure continues for five (5) days after notice thereof is given to Tenant.
- (C) Abandonment or vacation of the apartment.
- (D) Owner reasonably deeming the Tenant's conduct, or the conduct of tenant's guests, as objectionable, injurious, improper, rude, loud, or unreasonable.
- (E) Repeated violation, or disregard of House Rules.
- (F) Continued occupancy of apartment by non-tenant.
- (G) False or a materially misleading statement on Tenant's Lease Application.
- (H) Theft, destruction or defacing of the property of Owner and/or any other tenant.

17. **Owner's Remedies:** Upon the occurrence of any Event of Default, at its option and in addition to any other right, or remedy it has hereunder, or by the law, Owner may:

(A) Re-enter the apartment without demand or notice and resume possession and without being liable in trespass, or for any damages and without terminating this Lease, Owner may remove all persons and property from the apartment, and such property may be removed and stored at the cost of the Tenant; and/or

(B) Terminate this Lease at any time upon the date specified in a note to Tenant. Tenant's liability for damages shall survive such termination. Upon termination, such damages shall, at Owner's option, be either an amount equal to "Liquidated Damages," or an amount equal to "Indemnity Payments." "Liquidate Damages" means an amount equal to the excess of the rentals provided for in this Lease, which would have been payable by Tenant for the period commencing with such termination and ending with the date set for the expiration (hereinafter referred to as "Unexpired Term") had this Lease not so terminated, over the reasonable rental value of the apartment for such Unexpired Term. "Indemnity Payments" means an amount equal to the rent and other payments provided for which would have become due and owing there-under, from time to time during the Unexpired Term, plus the cost and expenses incurred by Owner in connection with (i) obtaining possession of the apartment; (ii) removal and storage of Tenant's, or other occupant's property; (iii) care, maintenance and repair of the apartment while vacant; (iv) re-letting the apartment; (v) making all repairs, alterations, and improvements required to be made by Tenant hereunder, and of performing all provisions of the promises of

the tenant relating to the condition of the apartment, less the rents and other payments, if any, actually collected and allocable to the apartment. On demand, Tenant shall make Indemnity Payments monthly, and Owner can sue for all Indemnity Payments as they occur: and/or

(C) Without terminating this Lease, re-let the apartment without the same being deemed an acceptance of surrender of this Lease, nor a waiver of Owner’s rights or remedies, and Owner shall be entitled to Indemnity Payments. Any re-letting by Owner may be for a period equal to or less than, or extending beyond the remainder of the original term, or for any sum, or to any Tenant which Owner deems appropriate.

18. **Advances and Interest:** Upon the occurrence of any Event of Default, Owner may cure that default for the account and at the expense of the Tenant, and if the Owner in curing such default pays any sum of money, the sum so paid shall be reimbursed by Tenant upon demand, together with interest at the rate of fifteen percent (15%) per annum.

19. **Attorney/Collection Fees:** Tenant shall pay the Owner’s costs incurred, whether or not suit is filed, in enforcing against the Tenant any covenant, term, or condition of this Lease-Rental Agreement, including reasonable collection fees equal to fifty percent (50%) of the delinquent balance, attorney fees and the surety bond premium for any ejection suit.

20. **Access by Owner to Apartment:** Owner, its agents, and prospective Tenants, purchasers, or mortgagees, shall be permitted to inspect and examine the apartment, or have access for enforcing its rights, and Owner shall have the right to make any repairs, which Owner may deem necessary, but this provision shall not be construed to require Owner to make repairs. Owner may retain and use pass keys to the apartment. Tenant shall not install locks or appliances in the apartment.

21. **Payments and Deposit:** Owner hereby acknowledges receipt of the sum of \$ _____, which Tenant agrees shall be credited and held as follows:

Rent for first month of term _____, 20____	\$ _____
Rent for last month of term _____, 20____	\$ _____
Security Deposit	\$ _____
Gas Surcharge	\$ _____
Garage Parking	\$ _____
Key Deposit (_____ keys)	\$ _____
Non-refundable carpet cleaning charge	\$ _____
Credit Application Fee	\$ _____

The balance of any and all deposits shall be refunded within the parameters as set forth in Indiana Code Section 32-31-3-12, as amended from time to time, if the Tenant is entitled to such deposit. However, for the purposes of returning any security deposit under this Lease Agreement, the Owner and Tenant(s) agree that the phrase “termination of the rental agreement” shall only be interpreted to mean (1) the expiration of the term of this Lease Agreement as set forth in paragraph 1 above, (2) an order of eviction by a Court of proper jurisdiction, or (3) the re-letting of the apartment by the Landlord after the abandonment thereof by the Tenant(s). Prior to the return of a Tenant(s) security deposit, the Tenant(s) shall be solely responsible to furnish the Owner in writing with a mailing address to which to deliver the notice and amount prescribed by Indiana Code Section 32-31-3-12.

22. **General Agreement of Parties:** Tenant may not assert any claim against Owner, or defended any claim by Owner against it on the basis that Owner has breached or defaulted in any of its duties under this Lease or by law, unless Tenant has given notice in writing by Certified Mail to Owner of the purported breach or default promptly after the same occurs, and Owner fails to commence curing the same within a reasonable time after receipt of such notice.

23. **Holdover:** If Tenant maintains possession of the Premises for any period after the termination of this Lease (“Holdover Period”), Tenant shall pay to Owner lease payment(s) during the Holdover Period at a rate equal to 150% of the normal payment rate set forth in Paragraph 1 above.

This lease shall extend to and be binding upon the heirs, personal representative, successors, and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this Lease. When applicable, use of the singular form of any word shall mean or apply to the plural, and the neuter form shall mean or apply to the feminine or masculine.

The captions appearing in this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of such provisions. No waiver by Owner of any default by Tenant shall be effective unless in writing, nor operate as a waiver of any other default, or of the same default on a future occasion. Owner’s acceptance of rent shall not be deemed a waiver as to any preceding default. Any notices to be given hereunder shall be in writing and shall be deemed sufficiently given when (A) actually served on the party to be notified, or (B) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid.

- (1) If to Owner: Cardinal Pointe Apartments, LLC, 808 W. Riverside Ave., Office, Muncie, IN 47303
- (2) If to Tenant: at the apartment

If there is more than one Tenant, its obligation shall be joint and several. This Lease shall not be recorded. No oral promises, or statements, unless contained in this Lease, shall be binding on either party. Amounts due under this Lease shall be collectible, without relief from valuation and appraisal laws.

Tenant acknowledges receipt of a copy of this Lease and the House Rules.

EXECUTED THIS _____ DAY OF _____, 20

OWNER/AGENT

TENANT

SECURITY PAYMENT

Tenant has paid to Owner the amount set forth as Security Payment as security for the full performance of all the Tenant's duties and promises under the foregoing Lease.

The Tenant's duties include, among other things:

- Paying rent for the full period of this Lease.
- Leaving the apartment in the required condition.

Owner shall have no liability for interest. Upon an Event of Default, Owner may apply the Security Payment to any damages caused, without limiting its right for damages additionally due. After termination of this Lease, and upon written request, Owner shall repay to Tenant such part of the Security Payment as Tenant shall be entitled to.

No part of the Security Payment may be used for payment of rent, the final month, or otherwise.

EXECUTED THIS _____ DAY OF _____, 20

OWNER/AGENT

TENANT

ACCOMODATIONS

The undersigned acknowledges the above described premises were designed and constructed before March 13, 1991 and that they therefore may not comply with laws becoming effective on or after that date as to premises being readily accessible and usable by persons with disabilities or other. The undersigned further acknowledges no promises have been made to modify and/or furnish materials and equipment other than specifically set forth below and that there have been no oral promises to furnish the same. The undersigned further understands that any request as to a modification must be made by the person requesting the same in writing to the office. The undersigned further acknowledges that any accommodations being furnished by the owner shall be at the expense of the person requesting the same.

The undersigned acknowledges that the elevator may be out of service during the term of the lease.

EXECUTED THIS _____ DAY OF _____, 20

OWNER/AGENT

TENANT

