

CARDINAL POINTE APARTMENTS, LLC
LEASE

THIS INDENTURE, made by and between Cardinal Pointe Apartments, LLC (hereinafter referred to as Landlord), and _____ (hereinafter jointly and severally referred to as Tenant).

SUBJECT OF LEASE

1. Landlord hereby leases to Tenant and Tenants hereby leases from Landlord the property identified as follows, to-wit: _____

JOINT AND SEVERAL LIABILITY

2. If there is more than one person who signs this Lease as tenant, the Term "Tenant" shall be deemed to refer to all residents. If there is more than one Tenant, each Tenant shall be jointly and severally liable and obligated to perform all of the terms, conditions and covenants contained in this Lease.

TERM OF LEASE

3. The term of this lease shall commence on _____, **2012**, and shall end on _____, **2013**, unless otherwise terminated by common agreement of the parties.

RENT AMOUNT; LATE CHARGES

4. Tenant shall pay to Landlord as rent the total sum of \$ _____. Such amount shall payable in monthly installments of \$ _____ due on the 1st day of each calendar month during the term of this lease. The rental payments shall be made without further demand or notice. If the monthly installments are not paid in full on or before the 5th day of each calendar month during the term of this lease, then tenant shall be obligated to pay an additional sum of Twenty-five Dollars (\$25.00) as a late charge. There shall be an additional assessment of Five Dollars (\$5.00) per day commencing the 6th day of each calendar month. The late charge applies to each and every installment which is not timely paid. Landlord is not obligated to accept personal checks.

SECURITY/DAMAGE DEPOSIT

5. Landlord hereby acknowledges receipt of the sum of \$ _____ as a security/damage deposit for subject property. If Tenant does not fulfill all of Tenants obligation under this lease, Landlord may apply such sum to any liability, cost or damages, including delinquent rent, owing Landlord. Landlord retains the right to pursue further remedies against Tenant for any liability, cost, damages or unpaid rent. Within forty-five (45) days of the termination of this lease and surrender of possession of the subject property, Landlord shall account to Tenant for the security/damage deposit herein. Should there be a surplus of said damage/security deposit after discharge of Tenant's obligations, then Landlord shall repay Tenant all or such part of said sum to which Tenant is then entitled. If the obligations of Tenant (such as rent, late fees and damages) exceed the amount of the security/damage deposit, then Tenant shall pay the amount of such obligations (in excess of said deposit) within sixty (60) days of the lease termination. If there are multiply persons as tenants under this lease, then the security/damage deposit refund shall be provided in one (1) check made payable to all persons identified as tenants on the lease. It is the duty of each party identified as a tenant to keep landlord advised of any forwarding address. If

there is a security/damage deposit refund, it shall be mailed to the tenant signing on the first line of this lease as tenant. There will be an automatic charge in every case for carpet cleaning of the premises.

Each Tenant acknowledges receiving a completed copy of the entire lease agreement. Each Tenant acknowledges reading, and understanding, the entire lease agreement prior to executing the same. Tenants initial: _____

UTILITIES

6. Tenant shall pay the following utility charges incurred during the term of this Lease: (a) water; (b) sewage; (c) gas; (d) electric; (e) telephone; (f) television service. Cardinal Pointe 1 and 2: Tenant is responsible for the electricity and gas surcharge of \$14.00 for a Studio apartment, \$21.00 for a One Bedroom apartment, **\$35.00** for a Two and Three Bedroom apartment. _____ Initials

ANIMALS AND PETS

7. Tenant shall keep no domestic or other animals or pets of any type on or about the leased premises without prior written consent of the Landlord. If written consent for a pet is granted, there shall be a non-refundable charge for the same. Also, there shall be a monthly fee of \$_____ per pet, with the maximum number of pets being _____. Should Tenant maintain an animal or pet on the premises without Landlord's permission there shall be an additional charge of Five Hundred Dollars (\$500.00) per day for any such pet or animal. Further, the unauthorized keeping of an animal or pet on the premises by Tenant shall be a violation of this lease and subject all Tenants to eviction. **NO PETS ALLOWED AT CARDINAL POINTE PROPERTIES**

HOLDING OVER BY LESSEE

8. Should Tenant remain in possession of the demised premises with the consent of Landlord after the initial expiration of this lease, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof, but shall be terminable on thirty (30) days written notice served by either Landlord or Tenant on the other party.

RIGHT OF INSPECTION

9. Landlord shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

MAINTENANCE, ALTERATIONS AND REPAIRS

10. 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.

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ASSIGNMENT AND SUBLETTING

11. Tenant shall not assign this lease nor sublet or grant any concession or license to use the premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this lease.

ABANDONMENT

12. If at any time during the term of this lease Tenant abandons the demised premises or any part thereof, Landlord may, at its option enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at Landlord's discretion, as agent for Tenant, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the premises by Tenant, the Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

MOLD

13. To minimize the occurrence and growth of mold in the leased premises Tenant hereby agrees to the following:

- a. Moisture Accumulation: Tenant shall remove any visible moisture

accumulation in or on the leased premises, including on walls, windows, floors, ceilings, and bathroom fixtures, mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary and keep climate moisture in leased premises as reasonable levels.

b. Apartment Cleanliness: Tenant shall clean and dust the leased premises regularly, and shall keep the leased premises, particularly the kitchen and bath, clean.

c. Notification of Management: Tenant shall promptly notify management in writing of the presence of the following conditions:

- i. A water leak, excessive moisture, or standing water inside the leased premises.
 - ii. A water leak, excessive moisture, or standing water in any Community common area.
 - iii. Mold growth in or on the leased premises that persist after Tenant has tried several times to remove it with household cleaning solution, such as Lysol or Pinesol disinfections, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.
- iv. A malfunction in any party of the heating, air conditioning, or ventilation system in the leased premises.

d. Liability: Tenants shall be liable to Landlord for damages sustained to the leased premises or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this section.

e. Violation of Section: Violation of this Section shall be deemed a material violation under the terms of the lease, and Landlord shall be entitled to exercise all rights and remedies it possess against Tenant at law or in equity.

f. Section Supersedes Lease: In case of a conflict between the provisions of this Section and any other provisions of the lease, the provisions of the Section shall govern. This section of Mold is incorporated into the lease.

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NOISE CONTROL

14. Tenant shall remember to respect others' right to quiet enjoyment of their home and refrain from excessive noise when playing music or watching television. Any person under the age of twelve (12) must be accompanied by an adult in common areas.

SMOKE DETECTOR

15. This Section places a duty upon the Tenant to regularly test the smoke detectors and report all malfunctions to the Landlord in writing.

g. Smoke Detector: Tenant acknowledges that as of this date, the residence has one or more smoke detectors; that Tenant has inspected the smoke detector(s), and that Tenant finds it/them to be in proper working condition.

h. Repairs: Tenant agrees that is Tenant's duty to regularly test the smoke detector(s) and agree to notify Landlord immediately in writing of any problem, defect,

malfunction, or failure of the smoke detector(s). Within seven (7) days of receipt of such written notification, Landlord shall repair the smoke detector(s), assuming the availability of labor and materials.

i. Maintenance: Tenant agrees to replace the smoke detector(s) battery, if any, at anytime the existing battery becomes unserviceable. If after replacing the battery, the smoke detector(s) will not operate, Tenant must inform Landlord immediately in writing of any deficiencies.

j. Replacement: Tenant agrees to reimburse Landlord, upon request, for the cost of a new smoke detector and installation thereof in the event Tenant or Tenant's guests or invitees damage the existing smoke detector(s).

k. Disclaimer: Tenant acknowledges and agree that Landlord is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s). Tenant assumes full and complete responsibility for all risk and hazards attributable to, connected with, or any way related to the operation, malfunction or failure of the smoke detector(s), regardless of whether such operation, manufacture, distribution, repair, servicing or installation of said smoke detector(s). No representation, warranties, undertaking or promises, whether oral or implied, or otherwise, have been made by Landlord, its agents or employees to you regarding said smoke detector(s) or the alleged performance of the same. Landlord or agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) including expressed or implied warranties. Landlord or agent shall not be liable for damages losses and/or injuries to person(s) or property caused by (1) your failure to regularly test the smoke detector(s); (2) your failure to notify the Landlord of any problem, defect, malfunction, or failure of the smoke detector(s); (3) theft of the smoke detector(s) or its serviceable battery; and/or (4) false alarms produced by the smoke detector(s).

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DRUG FREE HOUSING

16. Tenant, any members of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug related criminal activity, on or near the premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession.

Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near project premises.

Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.

Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the premises.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this section shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

In case of conflict between the provisions of this Section and any other provisions of the lease, the provisions of this Section shall govern.

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ORDINANCES AND STATUTES

17. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the use of the rental unit premises.

DEFAULT

18. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Landlord, shall terminate and be forfeited, and Landlord may re-enter the premises and remove all persons therefrom. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within ten (10) days of issuance of such notice, Tenant has corrected the default or breach. If Lessee has supplied any false or misleading statements on Lessee's Lease Application, the Owner may declare the Lease in default.

COLLECTION AND/OR ATTORNEY'S FEES

19. All of Tenant's obligations herein shall be enforceable with all collection costs, attorney's fees and court costs. Landlord is entitled to recover any expenses incurred in regard to enforcing this Lease, including the cost of any bond premiums.

BINDING EFFECT

20. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

SEVERABILITY

21. If any provision in this Lease shall be deemed invalid by judgment or court order, all other provisions shall remain in full force and effect.

WAIVER

22. No waiver by Landlord 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. Landlord's acceptance of rent shall not be deemed a waiver as to any preceding default. No failure of Owner to enforce any provisions hereof or to declare Lessee in default shall be deemed a waiver of any rights or remedies hereunder in the event of a continuing or future default by Lessee, nor shall any acceptance of a partial payment of rent be deemed as a waiver of Owner's right to full amount thereof.

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COMMON AREAS

23. Common areas and facilities such as hallways, sidewalks, etc. are to be used in a reasonable manner and are used at Tenant's or others at the user's own risk.

PARKING

24. Tenant shall park only in designated parking areas. For Wheeling Residents spot # _____ Each Tenant shall be allowed one (1) parking space. For garage parking, Tenant shall pay an additional \$ ___ per month. Guest parking shall occur only in the parking area designated for guests.

INDEMNIFICATION AND RELEASE

25. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Landlord, and to the extent permitted by law, Tenant shall indemnify, and hold harmless 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 Landlord's legal cost and fees in connection with any such claim, action or proceeding. To the extent permitted by law, Tenant does hereby release Landlord 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 Landlord 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 Landlord as set forth above.

INSURANCE

26. Owner shall not be responsible for any damages or loss of personal property on the rental property premises. Lessee shall maintain insurance for Lessee's personal property. Rental insurance is suggested but not required.

NSF CHECKS AND LATE CHARGES

27. There is a \$35.00 charge for checks returned by the bank and stated late fees will be assessed. After receipt of one NSF check, landlord may require future payments by cashier's check or money order. Rent is due on or before the first of the month. If rent payment has not been received by the sixth, there will be a late fee of \$25.00 on the 6th day

and \$5.00 per day until paid in full.

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CLAUSE HEADINGS

28. The clause headings and article numbers 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.

RULES AND REGULATIONS

29. Landlord has various rules and regulations regarding the occupancy and use of the premises. Tenant acknowledges receipt of a copy of such rules and regulations and agrees to abide by all the same as a term of this lease.

ENTIRE AGREEMENT

30. This Lease together with Landlord's rules and regulations and any other covenants, conditions, and agreements which by reference herein are made a part of this Lease constitute the entire agreement and there are no other agreements, oral or written, pertaining to this Lease.

ADDITIONAL TERMS

31. The Landlord and Tenant hereby agree to the following additional terms:

NOTICES

32. All notices to Landlord shall be mailed, postage prepaid, to Cardinal Pointe Apartments, LLC, Manager, 808 West Riverside Avenue, Office, Muncie, Indiana 47303. All notices to Tenant shall be mailed, postage prepaid, to _____, Muncie, Indiana 47304. It is Tenant's obligation to keep Landlord apprised of Tenant's address.

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OCCUPANCY

33. The leased premises shall be occupied only by Tenant. Tenant shall allow no other party to assume residency for any time period exceeding three (3) days without the express written consent of Landlord.

IN WITNESS WHEREOF, the parties have executed this lease this ____ day of _____, 20__.

Landlord by agent

Tenant
Printed Name:

Tenant
Printed Name:

Tenant
Printed Name:

Tenant
Printed Name:

Each Tenant acknowledges receiving a completed copy of the entire lease agreement. Each Tenant acknowledges reading, and understanding, the entire lease agreement prior to executing the same. Tenants initial: _____