

Date of Lease Contract: \_\_\_\_\_  
(when the Lease Contract is filled out)

*This is a binding document. Read carefully before signing.*

**Moving In — General Information**

**1. PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and us, the owner: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(name of apartment community or title holder). You've agreed to rent Apartment No. \_\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_ (street address)

in \_\_\_\_\_ (city), Indiana,

\_\_\_\_\_ (zip code) (the "apartment" or the "premises")

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managing agent (referenced below) constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

**2. OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than \_\_\_\_\_ consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

**3. LEASE TERM.** The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ends at 11:59 p.m. the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Renewal.** This Lease Contract will automatically renew month-to-month unless either party gives at least \_\_\_\_\_ days written notice of termination or intent to move-out as required by paragraph 45 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required.

**4. SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ \_\_\_\_\_, due on or before the date this Lease Contract is signed. The security deposit shall not bear interest nor be held separately or in trust. Upon vacating the Apartment, you shall supply to us, in writing, your forwarding address. Payment of the security deposit to any resident hereunder shall serve to satisfy our obligation to return the security deposit, and notice to one resident of application of the security deposit shall serve as notice to all residents of the apartment. In the event you shall fully and faithfully perform and keep the terms, covenants and conditions of this Lease Contract and return the Apartment to us at the expiration or termination of your tenancy in as good and clean a

condition as they are in as of the commencement of this Lease Contract, ordinary wear and tear excepted, then the security deposit, or the appropriate portion thereof, shall be refunded by us to you. In the event that you shall fail to keep and fully perform the terms, covenants and conditions of this Lease Contract, we shall retain from said security deposit an amount sufficient to reimburse us for any damages caused by your default, including but not limited to:

- (a) any unpaid "rent" due under this Lease (as the term "rent" is defined under state law) including, but not limited to, payments due under this Lease, such as unpaid monthly rent installments, late fees, returned check fees, attorney's fees, court costs and interest;
- (b) the cost to repair any damages to the Apartment, common areas and/or any of Landlord's property, real or personal, including but not limited to the cost of general cleaning, carpet cleaning and painting costs, reasonable wear and tear excepted. Reasonable wear and tear shall not include breaks, holes, scratches or burns in any surface, fixture or appliance, trash remaining after the Apartment is vacated, or carpet which is not freshly-cleaned; and
- (c) unpaid utilities and any other item allowed by law or equity.

In the event the security deposit shall be insufficient to cover your default, we may enforce any additional rights which we may have, against you, in law or in equity, without any limitation by reason of the security deposit or our failure, inadvertent or otherwise, to strictly comply with the Indiana Security Deposit Statute. UNDER NO CIRCUMSTANCES MAY RESIDENT APPLY THE SECURITY DEPOSIT AS THE LAST MONTHLY INSTALLMENT DUE PURSUANT TO THIS LEASE. The security deposit and any deductions, damages or charges shall be itemized by us in a written notice to you, together with any amount due, within forty-five (45) days after expiration or termination of your tenancy or our acceptance of your surrender of possession, provided you have provided us, in writing, with your forwarding address.

**5. KEYS.** You will be provided \_\_\_\_\_ apartment key(s), \_\_\_\_\_ mailbox key(s), \_\_\_\_\_ FOB(s), and/or \_\_\_\_\_ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same. Any resident, occupant, or spouse who is under court order to not enter the Apartment, is (at our option/or per terms of a court order) no longer entitled to occupancy, keys, or other access devices.

**6. RENT AND CHARGES.** Unless modified by addenda, you will pay \$ \_\_\_\_\_ per month for rent, payable in advance on or before the 1st day of each month (due date) without demand and with no grace period:

- at the on-site manager's office, or
  - at our online payment site, or
  - at \_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_

Prorated rent of \$ \_\_\_\_\_ is due for the remainder of [check one]:  1st month or  2nd month, on \_\_\_\_\_, \_\_\_\_\_.

Cash is unacceptable without our prior written permission. You must not withhold or offset rent. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. The parties agree that rent is not deemed accepted until it has been deposited by us. If you don't pay all rent on or before the \_\_\_\_\_ day of the month, you'll pay a late charge. Your late charge will be (check one):  a flat rate of \$ \_\_\_\_\_ or  \_\_\_\_\_ % of your total rent due. You'll also pay a charge of \$ \_\_\_\_\_ for each returned check or rejected electronic payment, plus the late charge. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract for such delinquency will be

authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract, including but not limited to, any and all utility payments shall constitute rent under this Lease Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:
- water     gas     electricity     master antenna.  
 wastewater     trash     cable TV  
 other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents or occupants, or for our own negligence or intentional acts.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We  require  do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are [check one]  required to purchase personal liability insurance in the minimum amount of \$ \_\_\_\_\_  
 not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You and we agree that we are not your renter's insurance agent. Any and all renter's insurance claims must be made directly to your renter's insurance provider.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your Apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

### Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

See any additional special provisions.

11. **EARLY MOVE-OUT.** To the extent permitted by applicable law, you'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraph 45 (Move-Out Notice) or any other applicable law; or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and, to the extent permitted by applicable law and does not release you from your obligations under this Lease Contract. See the next paragraph.

**Not a Release.** The reletting charge is not a lease cancellation fee or buyout fee. It is not a penalty. It is part of the consideration for entering into this lease and is an agreed-to liquidated damages amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages may be uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. We're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PROPERTY LEFT IN APARTMENT.** "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

In the event you shall abandon or vacate the Apartment before the end of the term, we may retake possession of the Apartment, or any other part thereof, without judicial process, and re-let the Apartment upon terms satisfactory to us. You shall be liable for any resulting deficiency including, but not limited to: redecorating costs, repair costs, present and future rent, and such other costs as may be your responsibility in the event of default or breach hereunder. We shall have no liability for loss or damage to your personal property if you have abandoned your personal property. Your personal property shall be considered abandoned if a reasonable person would conclude you have vacated the Apartment and surrendered possession of your personal property. In the event we are granted possession of the Apartment by court order, we may seek an order from the court allowing removal of your personal property and if you fail to remove such personal property before the date specified in the court's order, we may remove the personal property and deliver the personal property to a warehouseman or to a storage facility approved by the court provided notice of the order for removal of the personal property and the identity and location of the warehouseman or the storage facility have both been personally served on you at your last known address. In the event your possessions are removed and placed in storage, you shall pay for all moving and storage costs. We, or any third-party who moves and/or stores personal property from the Apartment, shall acquire a warehousemen's lien on that personal property, and if not timely reclaimed, may sell the personal property in payment of the storage costs, moving costs, and other related fees and costs. You hereby expressly grant us authority to create or grant a warehouseman's lien in such personal property.



**14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraph 33 (Default by Resident) apply to acceleration under this paragraph.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 45 (Move-Out Notice).

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Your termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the beginning of the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the beginning of the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new beginning date of the initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.**

Unless otherwise prohibited by law, if, during the term of this Agreement, any taxing unit, school district, other locality, city, county, state, or Federal Government or other taxing authority, by legislation, voter referendum or otherwise, imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment. If, during this agreement, there is an increase in our real estate tax, or personal property tax, assessment or tax rate, imposed by any of the above mentioned taxing authorities, by legislation, voter referendum or otherwise, we may impose Additional Rent, during the term of the Lease Contract. After this written notice (the amount or approximate amount of the charge, tax or fee will be included in the notice), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us.

**18. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

**19. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make

reasonable changes to written rules, effective upon thirty (30) days prior to written notice, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**20. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. In the event of damage, you'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Any such criminal conviction or sex offender registration shall provide us the right to evict you.

**21. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

**22. PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

You will be responsible for all costs associated with towing and storing your vehicle. This includes any costs necessary to have your vehicle released to you if it is towed and stored because you did not comply with our parking rules and regulations.

**23. RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 32 (Responsibilities of Owner), 45 (Move-Out Notice) or any other applicable law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**24. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**25. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

**Smoke Detectors.** You hereby acknowledge that a working UL listed smoke detector(s) has been installed on each floor of the Apartment. You shall inspect and test the smoke detector(s) during the term(s) of this Lease Contract and shall ensure that each smoke detector installed in the Apartment remains functional and is not disabled. If the smoke detector is battery operated, you shall replace the batteries in the smoke detector(s) as necessary. If the smoke detector is hard wired into the Apartment's electrical system, and you believe the smoke detector(s) isn't functional, you shall provide us with written notification of the need to replace or repair the smoke detector(s). We shall repair or replace an inoperable smoke detector within seven (7) working days after we are given written notification of the need to replace or repair the smoke detector(s). You shall not tamper with, remove, or replace any parts or equipment of the smoke detector(s), except to replace batteries. You shall pay the cost of damage to the smoke detector(s), or to the Apartment, caused or allowed by your failure to comply with the obligations of this paragraph. We shall not be liable for any injury or death to persons, nor for damage to property, resulting from your failure to test or inspect the smoke detector(s), replace the batteries as required, or to notify us as provided herein. You shall maintain the smoke detector(s) and test the smoke detector(s) at least once every six (6) months to ensure that the smoke detector(s) is in operational condition. You shall be liable for all damages and injuries (whether to yourself, any occupants, personal property, other persons, the Apartment or community), resulting from your failure to test or inspect the smoke detector(s), your failure to replace batteries, your tampering with the smoke detector(s) or your failure to notify us as provided herein.

**ACKNOWLEDGMENT**

The undersigned hereby acknowledge(s) the Apartment is equipped with a functional smoke detector(s) on each floor of the Apartment.

**Resident or Residents** (all sign below)

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**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake,

interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

**26. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture (if provided) "AS IS", except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties of habitability or otherwise. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**Your Responsibilities**

**27. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other

conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

You shall comply with all obligations imposed by applicable provisions of health and housing codes, state laws, ordinances and insurance regulations; keep areas of the Apartment occupied or used by you reasonably clean and cause no waste or injury to the



Apartment; use the electrical systems, plumbing, sanitary systems, heating, ventilating, and air conditioning systems, elevators (if provided), facilities and appliances of the Apartment in a reasonable manner; report to us, in writing, all repairs required to the Apartment, appliances, fixtures and appurtenances whether or not necessitated by any act or omission of you, an occupant, your guests, servants, assignees, or subtenants; repair, at or before the end of the term, all injury done by the installation or removal of furniture and other property and; at the termination of your occupancy, deliver the apartment to us in a clean and proper condition, excepting ordinary wear and tear expected in the normal course of habitation of an apartment. You shall comply with all reasonable rules and regulations in existence at the time this Lease Contract is entered into and shall also comply with amended rules and regulations as provided in this Lease Contract.

If, at any time, you fail to comply with any of these duties, we may bring an action in a court of competent jurisdiction to enforce your obligations provided we have given you notice of your noncompliance with this Lease Contract, and/or state law, and you have been given a reasonable amount of time to remedy the noncompliance. If the noncompliance has caused physical damage that we have repaired, we shall give you notice specifying, in writing, the repairs we have made and documenting our cost to remedy the condition described in the notice. If we prevail in any action to enforce an obligation of yours pursuant to this Lease Contract or applicable law, we may recover the following: Our actual damages; attorney's fees and court costs; injunctive relief and; any other remedy appropriate under the circumstances.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

**28. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance

animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract and the Animal Addendum. If an animal has been in the apartment at any time during the term of your occupancy (with or without your consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages, and not a penalty, for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal in accordance with applicable law and paragraph 33 (Default by Resident) of this Lease Contract and the Animal Addendum.

**29. WHEN WE MAY ENTER.** You may not unreasonably withhold consent to allow us to enter the Apartment in order for us to inspect the Apartment; make necessary or agreed to repairs, decorations, alterations or improvements; supply necessary or agreed to services or; exhibit the Apartment to prospective or actual purchasers, mortgagees, residents, workers or; contractors. We shall give you reasonable written or oral notice of our intent to enter the Apartment and may enter the Apartment only at reasonable times. However, we may enter the Apartment without notice to you in the case of an emergency that threatens your safety or the safety of occupants or others in the Apartment or our property. We may also enter the Apartment without your consent under a court order or you have abandoned or surrendered the Apartment. We shall not abuse the right of entry or use the right of entry to harass you.

**30. JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of your tenancy termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 50 (Deposit Return, Surrender, and Abandonment).

## Replacements

**31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee of \$\_\_\_\_\_ will be due, and a rekeying fee of \$\_\_\_\_\_ will be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

## Our Responsibilities

**32. RESPONSIBILITIES OF OWNER.** We shall deliver the apartment to you in compliance with this Lease Contract and in a safe, clean, and habitable condition. We shall comply with all obligations imposed by applicable provisions of health and housing codes, state laws, ordinances and insurance regulations applicable to the Apartment; make reasonable efforts to keep common areas of the apartment community in a reasonably clean and proper condition; provide and maintain the following items in the Apartment in good and safe working condition, if provided at the time this Lease Contract is entered into: electrical systems, plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all time, sanitary systems, heating, ventilating, and air conditioning systems, elevators (if provided), facilities and appliances supplied as an inducement to this Lease Contract.

If, at any time, we fail to comply with any of these duties, you may give us notice of our noncompliance with this Lease Contract, and/or state or local law. Thereafter, we will have a reasonable amount of time to remedy the noncompliance. You may not prevent us from having access to the Apartment to make repairs or provide a remedy to the condition described in your notice to us.

**33. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the Apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the Apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted,

or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 21 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**Lease Renewal When A Breach or Default Has Occurred.**

In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Eviction.** If you default, we may immediately terminate this Lease Contract and end your right of occupancy. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance of rent or other sums due doesn't waive or diminish our right of eviction, and is not an accord and satisfaction or create for you any other contractual or statutory right and we are not estopped from asserting all our rights and available remedies. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or our right to continue with eviction proceedings and we are not estopped from asserting all our rights and available remedies.

**Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're

judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or any notice to vacate. If you remain or continue to be in possession of the Apartment without right after expiration of this Lease Contract or any renewal period thereof, after early termination of your tenancy by you or us, or for any other reason, you shall pay us a prorated sum based on a thirty (30) day month for each day of such possession and you shall indemnify us against any and all loss, claims and damages we sustain by reason of such hold over.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

**Other Remedies.** If your rent is delinquent and we give you 5 days' prior written notice, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon default, we have all other legal remedies, including tenancy termination and/or termination of your right to possession, without terminating this Lease Contract, and all other remedies available under applicable state laws. We may collect attorney's fees and all other litigation costs that result from enforcing the terms of this Lease Contract. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early, in addition to the reletting charge imposed under paragraph 11 (Early Move-Out), you'll be subject to the damages listed in Paragraph 33 (Default by Resident) and paragraph 49 (Deductions and Other Charges). We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

**General Clauses**

**34. ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

**35. NO AUTHORITY TO AMEND UNLESS IN WRITING.** Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**36. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver or accord and satisfaction under any circumstances.

**37. NOTICE.** Except when notice or demand is required by this Lease Contract or by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers or representatives constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

- 38. MISCELLANEOUS.**
- A. We have made no representations or warranties, express or implied concerning the Apartment regarding habitability or otherwise, and we deny any express or implied warranties have been made unless required by applicable law.
  - B. Exercising one remedy won't constitute an election or waiver of other remedies.
  - C. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
  - D. All remedies are cumulative.
  - E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
  - F. This Lease Contract binds subsequent owners.

- G. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- H. All provisions regarding our non-liability and nonduty apply to our employees, agents, and management companies.
- I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- J. All lease obligations must be performed in the county where the apartment is located.
- K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

**39. WAIVER OF JURY TRIAL.** TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE COMMON LAW, AND/OR RELATED TO THIS LEASE CONTRACT SHALL BE TO A JUDGE AND NOT A JURY AND IN THE EVENT WE BRING SUCH ACTION IN A SMALL CLAIMS COURT OF THE TOWNSHIP OR COUNTY IN WHICH THE APARTMENT IS LOCATED, RESIDENT CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE SMALL CLAIMS COURT OF THE TOWNSHIP OR COUNTY IN WHICH THE APARTMENT IS LOCATED. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY SEEK THE LEGAL COUNSEL OF AN ATTORNEY CONCERNING THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE CONTRACT.

You agree to accept electronic notification of service at the following electronic mail address for any and all judicial actions that may be brought by us against you to enforce or otherwise interpret the terms of the Lease Contract: (insert email address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**40. CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

**41. OBLIGATION TO VACATE.** Resident shall vacate the Premises and remove all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

**42. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**43. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

**44. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

## When Moving Out

**45. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover resident pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

**46. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless you and we both agree in writing. You shall not move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent under paragraph 33 (Default by Resident). You're prohibited from applying any security deposit to the last payment of rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 45-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**47. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**48. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by our representative are subject to owner's correction, modification, or disapproval before final refunding or accounting.

**49. DEDUCTIONS AND OTHER CHARGES.** Upon move out you'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the Apartment and is missing; replacing dead or missing smoke detector batteries; charges for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if

you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have violated paragraph 33 (Default by Resident). While you will remain liable for these items, the security deposit shall only be applied to those items listed in paragraph 4 (Security Deposit).

## 50. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

**Deposit Return and Forwarding Address.** You are required to provide us written notice of your forwarding address, upon expiration or termination of this Lease Contract. We'll mail to you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions together with a check or money order for the difference between the damages claimed and the amount of the security deposit no later than 45 days after termination of occupancy, unless statutes provide otherwise, provided you have given us a forwarding address, in writing.

You have terminated occupancy of the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

Your surrender and our acceptance of the Apartment, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Your surrender and our acceptance, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in Apartment), but do not affect our mitigation obligations (paragraph 33 - Default by Resident).





*This is a binding document. Read carefully before signing.*

**General Lease Provisions**

**1. PARTIES.** This Lease Contract is between *you*, the resident:

\_\_\_\_\_

\_\_\_\_\_

and *us*, the owner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(name of apartment community or title holder).

**2. APARTMENT.** You are renting:

Apartment Number \_\_\_\_\_,

Bedroom Number \_\_\_\_\_, or

Floor Plan \_\_\_\_\_

at \_\_\_\_\_

(street address) in \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code) for use as a private residence only.

When this lease is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

**2.1. Use and Occupancy.** Your access may include exclusive areas, shared common space in the unit, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the unit, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the unit common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

**2.2. Access Devices.** In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. TERM.** The term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ends at noon the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year). **This Lease does not automatically renew.**

**3.1. Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or any notice to vacate. If you remain or continue to be in possession of the Apartment without right after expiration of this Lease Contract or any renewal period thereof, after early termination of your tenancy by you or us, or for any other reason, you shall pay us a prorated sum based on a thirty (30) day month for each day of such possession and you shall indemnify us against any and all loss, claims and damages we sustain by reason of such hold over.

**4. RENT AND CHARGES.** Your rent for the term is \$ \_\_\_\_\_.

Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in \_\_\_\_\_ installments of \$ \_\_\_\_\_ each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the first (1st) of the month in which this Lease begins. All other payments must be made by the first (1st) of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first (1st) month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraph 25 (Default by Resident) apply to acceleration under this paragraph.

**You must pay your installments on or before the first (1st) day of the month in which they are due. There is no grace period, and you agree that not paying by the first (1st) of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us.** If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

**4.1. Payments.** You will pay your rent:

at the onsite manager's office

through our online payment site

at \_\_\_\_\_

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one (1) monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. The parties agree that rent is not deemed accepted until it has been deposited by us. Rent and late fees are due without demand, and all other sums are due upon our demand.

**4.2. Application of Money Received.** When we receive money, other than utility payments subject to government regulation, we may apply it at our option, and without notice, first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose.

**4.3. Utilities and Services.** We'll pay for the following if checked:

gas       water       wastewater

electricity    trash/recycling    cable/satellite

Internet    stormwater/drainage    government fees

other \_\_\_\_\_

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term.

**4.4. Late Charges.** If you don't pay rent in full by 11:59 p.m. on the \_\_\_\_\_ day of the month, you must pay us the following late charge immediately and without demand in addition to the unpaid rent:  \_\_\_\_\_ % of your installment amount as stated in this Lease or  \$ \_\_\_\_\_.

You'll also pay a charge of \$ \_\_\_\_\_ for each returned check or rejected electronic payment plus a late charge.

**4.5. Ad Valorem Taxes/Fees and Charges - Additional Rent.**

Unless otherwise prohibited by law, if, during the term of this Agreement, any taxing unit, school district, other locality, city, county, state, or Federal Government or other taxing authority, by legislation, voter referendum or otherwise, imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment. If, during this agreement, there is an increase in our real estate tax, or personal property tax, assessment or tax rate, imposed by any of the abovementioned taxing authorities, by legislation, voter referendum or otherwise, we may impose Additional Rent, during the term of the Lease Contract. After this written notice (the amount or approximate amount of the charge, tax or fee will be included in the notice), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us.

**4.6. Lease Changes.** No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

**5. SECURITY DEPOSIT.** Your security deposit is \$ \_\_\_\_\_, due on or before the date this Lease Contract is signed. The security deposit shall not bear interest nor be held separately or in trust. Any animal deposit will be stated in an animal addendum. Upon vacating the Apartment, you shall supply to us, in writing, your forwarding address. Payment of the security deposit to any resident hereunder shall serve to satisfy our obligation to return the security deposit, and notice to one resident of application of the security deposit shall serve as notice to all residents of the apartment. In the event you shall fully and faithfully perform and keep the terms, covenants and conditions of this Lease Contract and return the Apartment to us at the expiration or termination of your tenancy in as good and clean a condition as they are in as of the commencement of this Lease Contract, ordinary wear and tear excepted, then the security deposit, or the appropriate portion thereof, shall be refunded by us to you. In the event that you shall fail to keep and fully perform the terms, covenants and conditions of this Lease Contract, we shall retain from said security deposit an amount sufficient to reimburse us for any damages caused by your default, including but not limited to:

- (A) any unpaid "rent" due under this Lease (as the term "rent" is defined under state law) including, but not limited to, payments due under this Lease, such as unpaid monthly rent installments, late fees, returned check fees, attorney's fees, court costs and interest;
- (B) the cost to repair any damages to the Apartment, common areas and/or any of Landlord's property, real or personal, including but not limited to the cost of general cleaning, carpet cleaning and painting costs, reasonable wear and tear excepted. Reasonable wear and tear shall not include breaks, holes, scratches or burns in any surface, fixture or appliance, trash remaining after the Apartment is vacated, or carpet which is not freshly-cleaned; **and**
- (C) unpaid utilities and any other item allowed by law or equity.

In the event the security deposit shall be insufficient to cover your default, we may enforce any additional rights which we may have, against you, in law or in equity, without any limitation by reason of the security deposit or our failure, inadvertent or otherwise, to strictly comply with the Indiana Security Deposit Statute. UNDER NO CIRCUMSTANCES MAY RESIDENT APPLY THE SECURITY DEPOSIT AS THE LAST MONTHLY INSTALLMENT DUE PURSUANT TO THIS LEASE. The security deposit and any deductions, damages or charges shall be itemized by us in a written notice to you, together with any amount due, within forty-five (45) days after expiration or termination of your tenancy or our acceptance of your surrender of possession, provided you have provided us, in writing, with your forwarding address.

**5.1. Refunds and Security Deposit Deductions.** *In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.* We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than forty-five (45) days after surrender or abandonment, unless statutes provide otherwise. Upon move out you'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the Apartment and is missing; replacing dead or missing smoke detector batteries; charges for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 29 (Surrender and Abandonment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 20 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract. You'll be liable to us for:

- (A) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; **and**
- (B) accelerated rent if you have violated paragraph 25 (Default by Resident). While you will remain liable for these items, the security deposit shall only be applied to those items listed in paragraph 5 (Security Deposit).

*We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.*

**6. GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time. Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than \_\_\_\_\_ consecutive days without our prior written consent. *If the previous blank isn't filled in, two (2) consecutive days will be the limit.*

**6.1. Exclusion of Persons.** We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

**7. CARE OF UNIT/COMMON AREAS AND DAMAGES.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault as allowed by law except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts:

- (A) damage to doors, windows, or screens;
- (B) damage from windows or doors left open; **and**
- (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.



You and each co-resident are jointly and severally liable for all Lease Obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the Apartment that we do not determine (in our sole discretion) was caused by you or a specific co-resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

**8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury.**

**8.1. Renter's Insurance Requirement**

You are:

- required to buy and maintain renter's insurance; **or**  
 not required to buy renter's insurance.

**8.2. Personal Liability Insurance Requirement**

You are:

- required to purchase and maintain personal liability insurance in the minimum amount of \$ \_\_\_\_\_; **or**  
 not required to buy liability insurance.

**If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.** Renter's insurance doesn't cover losses due to a flood. We urge all residents, and particularly those residents in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

You and we agree that we are not your renter's insurance agent. Any and all renter's insurance claims must be made directly to your renter's insurance provider.

- 9. EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 100% of the highest of your installment amount during the Lease Contract term) if you:  
(A) fail to give written move-out notice as required; or  
(B) move out without paying rent in full for the entire Lease Contract term or renewal period; or  
(C) move out at our demand because of your default; **or**  
(D) are judicially evicted.

**The reletting charge is not a cancellation fee nor a buyout fee and does not release you from your obligations under this Lease.** It is not a penalty. It is part of the consideration for entering into this lease and is an agreed-to liquidated damages amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages may be uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**10. SECURITY AND SAFETY DEVICES.**

- 10.1. Smoke Detectors.** You hereby acknowledge that a working UL listed smoke detector(s) has been installed on each floor of the Apartment. You shall inspect and test the smoke detector(s) during the term(s) of this Lease Contract and shall ensure that each smoke detector installed in the Apartment remains functional and is not disabled. If the smoke detector is battery operated, you shall replace the batteries in the smoke detector(s) as necessary. If the smoke detector is hard wired into the Apartment's electrical system, and you believe the smoke detector(s) isn't functional, you shall provide us with written notification of the need to replace or repair the smoke detector(s). We shall repair or replace an inoperable smoke detector within seven (7) working days after we are given written notification of the need to replace or repair the smoke detector(s). You shall not tamper with, remove, or replace any parts or equipment of the smoke detector(s), except to replace batteries. You shall pay the cost of damage to the smoke detector(s), or to the Apartment, caused or allowed by your failure to comply with the obligations of this paragraph. We shall not be liable for any injury or death to persons, nor for damage to property, resulting from your failure to test or inspect the smoke detector(s), replace the batteries as required, or to notify us as provided herein. You shall maintain the smoke detector(s) and test the smoke detector(s) at least once every six (6) months to ensure that the smoke detector(s) is in operational condition. You shall be liable for all damages and injuries (whether to yourself, any occupants, personal property, other persons, the Apartment or community), resulting from your failure to test or inspect the smoke detector(s), your failure to replace batteries, your tampering with the smoke detector(s) or your failure to notify us as provided herein.

**ACKNOWLEDGMENT**

The undersigned hereby acknowledge(s) the Apartment is equipped with a functional smoke detector(s) on each floor of the Apartment.

**Resident (sign below)**

- 11. DELAY OF OCCUPANCY.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. The Lease Contract will remain in force subject to:

- (1) abatement of rent on a daily basis during delay; **and**  
(2) your right to terminate as set forth below.

Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

- (a) If we give written notice to any of you when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.  
(b) If we give written notice before the date of the Lease begins and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) days after any of you receives written notice, but not later.

The readiness date is considered the new initial term as set forth in paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree in writing.

**Resident Life**

- 12. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective upon thirty (30) days prior written notice, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

- 12.1. Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

- 12.2. Limitations on Conduct.** Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with

local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:

- (1) the use of patios, balconies, and porches;
  - (2) the conduct of furniture movers and delivery persons;
- and**
- (3) recreational activities in common areas.

In the event of damage, you’ll be liable to us for damage caused by you or any guests or occupants.

**12.3. Notice of Convictions and Registration.** You agree to notify us if you or any occupants are convicted of (A) any felony, **or** (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Any such criminal conviction or sex offender registration shall provide us the right to evict you.

**12.4. Attendance and Enrollment.** We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your unit that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

**13. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets having gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit; **or**
- (i) heating the apartment with a gas-operated cooking stove or oven.

**14. PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable;
- (2) is on jacks, blocks or has wheel(s) missing;
- (3) has no current license plate or no current registration and/or inspection sticker;
- (4) takes up more than one parking space;
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (6) is parked in a marked handicap space without the legally required handicap insignia;
- (7) is parked in space marked for manager, staff, or guest at the office;

- (8) blocks another vehicle from exiting;
- (9) is parked in a fire lane or designated “no parking” area;
- (10) is parked in a space marked for other resident(s) or unit(s);
- (11) is parked on the grass, sidewalk, or patio;
- (12) blocks garbage trucks from access to a dumpster; **or**
- (13) belongs to a resident and is parked in a visitor or retail parking space.

You will be responsible for all costs associated with towing and storing your vehicle. This includes any costs necessary to have your vehicle released to you if it is towed and stored because you did not comply with our parking rules and regulations.

**15. RELEASE OF RESIDENT.** Unless allowed by this Lease Contract, federal or state law, you won’t be released from this Lease Contract for any reason.

**15.1. Death of Sole Resident.** If you are the sole resident, upon your death the Lease Contract may be terminated without penalty with at least thirty (30) days written notice by your legal representative. You will be liable for payment of rent until the latter of: (1) the termination date, **or** (2) until all possessions in the bedroom or apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

**16. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member’s Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**17. RESIDENT SAFETY AND LOSS.** *We are not liable to you, other residents in your unit or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.*

We’re not liable to you, other residents, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by our negligence, unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you’ll be liable for damage to our and other’s property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

**We do not warrant security of any kind.** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

**18. CONDITION OF THE PREMISES AND ALTERATIONS.**

**18.1. As-Is.** *We disclaim all implied warranties.* You accept the apartment, fixtures, and furniture (if provided) “AS IS”, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties of habitability or otherwise. You’ll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

**18.2. Standards and Improvements.** You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise



alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions

allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

## Your Responsibilities

### 19. REQUESTS, REPAIRS, AND MALFUNCTIONS.

**19.1. Written Requests Required.** IF YOU NEED TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

**19.2. Notifications and Requirements.** You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

**19.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

**19.4. Casualty Loss and Equipment Repair.** We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.

You shall comply with all obligations imposed by applicable provisions of health and housing codes, state laws, ordinances and insurance regulations; keep areas of the Apartment occupied or used by you reasonably clean and cause no waste or injury to the Apartment; use the electrical systems, plumbing, sanitary systems, heating, ventilating, and air conditioning systems, elevators (if provided), facilities and appliances of the Apartment in a reasonable manner; report to us, in writing, all repairs required to the Apartment, appliances, fixtures and appurtenances whether or not necessitated by any act or omission of you, an occupant, your guests, servants, assignees, or subresidents; repair, at or before the end of the term, all injury done by the installation or removal of furniture and other property and; at the termination of your occupancy, deliver the apartment to us in a clean and proper condition, excepting ordinary wear and tear expected in the normal course of habitation of an apartment. You shall comply with all reasonable rules and regulations in existence at the time this Lease Contract is entered into and shall also comply with amended rules and regulations as provided in this Lease Contract.

If, at any time, you fail to comply with any of these duties, we may bring an action in a court of competent jurisdiction to enforce your obligations provided we have given you notice of your noncompliance with this Lease Contract, and/or state law, and you have been given a reasonable amount of time to remedy the noncompliance. If the noncompliance has caused physical damage that we have repaired, we shall give you notice specifying, in writing, the repairs we have made and documenting our cost to remedy the condition described in the notice. If we prevail in any action to enforce an obligation of yours pursuant to this Lease Contract or applicable law,

we may recover the following: Our actual damages; attorney's fees and court costs; injunctive relief and; any other remedy appropriate under the circumstances.

**19.5. Our Right to Terminate for Casualty Loss/Property Closure.** If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. We also have the right to terminate this Lease during the Lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

### 20. ANIMALS.

**20.1. No Animals Without Consent.** *Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing.* If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

**20.2. Removal of Unauthorized Animal.** We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; **and** (2) following the procedures of Paragraph 21 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**20.3. Violations of Animal Policies and Charges.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease and the Animal Addendum, including an initial charge of \$ \_\_\_\_\_ per animal (not to exceed \$100 per animal) and a daily charge of \$ \_\_\_\_\_ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during the term of your occupancy (with or without your consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages, and not a penalty, for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

**21. WHEN WE MAY ENTER.** You may not unreasonably withhold consent to allow us to enter the Apartment in order for us to inspect the Apartment; make necessary or agreed to repairs, decorations, alterations or improvements; supply necessary or agreed to services or; exhibit the Apartment to prospective or actual purchasers, mortgagees, residents, workers or; contractors. We shall give you reasonable written or oral notice of our intent to enter the Apartment and may enter the Apartment only at reasonable times. However, we may enter the Apartment without notice to you in the case of an emergency that threatens your safety or the safety of occupants or others in the Apartment or our property. We may also enter the Apartment without your consent under a court order or you have abandoned or surrendered the Apartment. We shall not abuse the right of entry or use the right of entry to harass you.

**22. NOTICES.** Notices and requests from you or any other resident or occupant of the apartment constitute notice from all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of tenancy termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current electronic mail address to us, and that you will notify us in the event your electronic mail address changes.

## Owner's Rights and Remedies

**23. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS.**  
**Prior written consent required. Replacing a resident, subletting, assignment or granting a right or license to occupy is allowed only when we expressly consent in writing.**

**23.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:

- (a) be in compliance with all terms of this Lease;
- (b) execute a new Lease or other agreement for the space to which you are transferring;
- (c) complete all required forms;
- (d) pay a new security deposit in advance if required; **and**
- (e) pay transfer fee of \$ \_\_\_\_\_ in advance if you are moving from one unit to another or \$ \_\_\_\_\_ in advance if you are moving from one exclusive space to another in the same unit.

Under no circumstances will we be responsible for paying for moving costs.

**23.2. Relocation.** We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Apartment or to another Apartment within the Apartment community. We will assist you in moving your personal property and pay for rekeying if we require you to relocate.

**23.3. Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (a) a reletting charge *will not* be due;
- (b) a reasonable administrative (paperwork) and/or transfer fee of \$ \_\_\_\_\_ will be due, and a rekeying fee of \$ \_\_\_\_\_ will be due if rekeying is requested or required; **and**
- (c) the departing and remaining residents will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**23.4. Procedures for Replacement.** If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

**23.5. Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises dwellings for rent.

**24. OUR RESPONSIBILITIES.** We shall deliver the apartment to you in compliance with this Lease Contract and in a safe, clean, and habitable condition. We shall comply with all obligations imposed by applicable provisions of health and housing codes, state laws, ordinances and insurance regulations applicable to the Apartment; make reasonable efforts to keep common areas of the apartment community in a reasonably clean and proper condition; provide and maintain the following items in the Apartment in good and safe working condition, if provided at the time this Lease Contract is entered into: electrical systems, plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all time, sanitary systems, heating, ventilating, and air conditioning systems, elevators (if provided), facilities and appliances supplied as an inducement to this Lease Contract.

**24.1. Your Remedies.** If, at any time, we fail to comply with any of these duties, you may give us notice of our noncompliance with this Lease Contract, and/or state law. Thereafter, we will have a reasonable amount of time to remedy the noncompliance. You may not prevent us from having access to the Apartment to make repairs or provide a remedy to the condition described in your notice to us.

**25. DEFAULT BY RESIDENT.**

**25.1. Acts of Default.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations:

- (A) you don't pay rent or other amounts that you owe when due;
- (B) you or any guest or occupant violates the Apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs;
- (C) you abandon the Apartment;
- (D) you give incorrect or false answers in a rental application;
- (E) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute, or (2) any sex-related crime, including a misdemeanor;
- (F) any illegal drugs or paraphernalia are found in your apartment; **or**
- (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**25.2. Lease Renewal When A Breach or Default Has Occurred.**

In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**25.3. Eviction.** If you default, we may immediately terminate this Lease Contract and end your right of occupancy. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. **After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due;** the filing or acceptance of rent or other sums due doesn't waive or diminish our right of eviction, and is not an accord and satisfaction or create for you any other contractual or statutory right and we are not stopped from asserting all our rights and available remedies. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or our right to continue with eviction proceedings and we are not stopped from asserting all our rights and available remedies. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment.

**25.4. Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent:

- (A) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; **and**



(B) you've not paid all rent for the entire Lease Contract term or renewal period.

Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**25.5. Other Remedies.** If your rent is delinquent and we give you five (5) days' prior written notice, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 35 (Special Provisions), in addition to other sums due. Upon default, we have all other legal remedies, including tenancy termination and/or termination of your right to possession, without terminating this Lease Contract, and all other remedies available under applicable state laws. We may collect attorney's fees and all other litigation costs that result from enforcing the terms of this Lease Contract. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**25.6. Mitigation of Damages.** If you move out early, in addition to the reletting charge imposed under paragraph 9 (Early Move-Out), you'll be subject to the damages listed in paragraph 25 (Default by Resident) and paragraph 5 (Security Deposit). We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

**25.7. Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

**26. DESIGNATION OF TENANT REPRESENTATIVE.** If, at any point during the term of this Lease Contract, you become the sole occupant of the Premises, and it becomes necessary for a Tenant Representative, as defined under Indiana Law, to be designated on your behalf because of your death or incapacity, you hereby designate

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(CONTACT INFO)

to serve as your Tenant Representative. You may change such a designation at any time by delivering a new designation form to us. The designation of a new representative herein serves as a revocation of any previous Tenant Representative designation previously made by you.

**27. OTHER IMPORTANT PROVISIONS.**

**27.1. Representatives' Authority; Waivers; Notice.** *Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.*

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

**27.2. Entire Agreement.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

**27.3. Waiver of Jury Trial.** TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE COMMON LAW, AND/ OR RELATED TO THIS LEASE CONTRACT SHALL BE TO A JUDGE AND NOT A JURY AND IN THE EVENT WE BRING SUCH ACTION IN A SMALL CLAIMS COURT OF THE TOWNSHIP OR COUNTY IN WHICH THE APARTMENT IS LOCATED, RESIDENT CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE SMALL CLAIMS COURT OF THE TOWNSHIP OR COUNTY IN WHICH THE APARTMENT IS LOCATED. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY SEEK THE LEGAL COUNSEL OF AN ATTORNEY CONCERNING THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE CONTRACT.

You agree to accept electronic notification of service at the following electronic mail address for any and all judicial actions that may brought by us against you to enforce or otherwise interpret the terms of the Lease Contract:

\_\_\_\_\_  
(Resident's email address)

**27.4. Miscellaneous.**

- (A) We have made no representations or warranties, express or implied concerning the Apartment regarding habitability or otherwise, and we deny any express or implied warranties have been made unless required by applicable law.
- (B) Exercising one remedy won't constitute an election or waiver of other remedies.
- (C) Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- (D) All remedies are cumulative.
- (E) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- (F) This Lease Contract binds subsequent owners.
- (G) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
- (H) All provisions regarding our non-liability and nonduty apply to our employees, agents, and management companies.
- (I) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- (J) All lease obligations must be performed in the county where the apartment is located.
- (K) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- (L) The term "including" in this Lease should be interpreted to mean "including but not limited to."
- (M) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Paragraph 3 (Term) begins.

**27.5. Rooming House.** In no event shall the Apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

**27.6. Force Majeure.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a Virus does not excuse you from fulfilling your Lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

## End of the Lease

**28. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You shall not move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent payments under paragraph 25 (Default by Resident). You're prohibited from applying any security deposit to the last payment of rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the forty-five (45)-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**28.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

**28.2. Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by our representative are subject to owner's correction, modification, or disapproval before final refunding or accounting.

**29. SURRENDER AND ABANDONMENT.** You have *terminated occupancy* of the bedroom and the apartment when:

- (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; *or*
- (B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first.

**29.1. The Ending of Your Rights.** Your surrender and our acceptance of the Apartment, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in,

and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Your surrender and our acceptance, abandonment, and judicial eviction affect your rights to property left in the apartment but do not affect our mitigation obligations.

**29.2. Removal of Property Left in Apartment After Surrender, Abandonment, or Eviction.** "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use. In the event you shall abandon or vacate the Apartment before the end of the term, we may retake possession of the Apartment, or any other part thereof, without judicial process, and re-let the Apartment upon terms satisfactory to us. You shall be liable for any resulting deficiency including, but not limited to: redecorating costs, repair costs, present and future rent, and such other costs as may be your responsibility in the event of default or breach hereunder. We shall have no liability for loss or damage to your personal property if you have abandoned your personal property. Your personal property shall be considered abandoned if a reasonable person would conclude you have vacated the Apartment and surrendered possession of your personal property. In the event we are granted possession of the Apartment by court order, we may seek an order from the court allowing removal of your personal property and if you fail to remove such personal property before the date specified in the court's order, we may remove the personal property and deliver the personal property to a warehouseman or to a storage facility approved by the court provided notice of the order for removal of the personal property and the identity and location of the warehouseman or the storage facility have both been personally served on you at your last known address. In the event your possessions are removed and placed in storage, you shall pay for all moving and storage costs. We, or any third-party who moves and/or stores personal property from the Apartment, shall acquire a warehouseman's lien on that personal property, and if not timely reclaimed, may sell the personal property in payment of the storage costs, moving costs, and other related fees and costs. You hereby expressly grant us authority to create or grant a warehouseman's lien in such personal property.

## General Provisions and Signatures

**30. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

**31. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

**32. CANCELLATION.** If written cancellation is received within 72 hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.

**33. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**34. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**35. SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

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# Fast Facts: 2021 Debt Collection COVID-19 Interim Final Rule

**Interim Final Rule:** The Bureau's Interim Final Rule (IFR) amends Regulation F to require that debt collectors provide written notice to certain consumers about temporary eviction protections under the Centers for Disease Control and Prevention (CDC)'s eviction moratorium and prohibit a debt collector from misrepresenting that a consumer is ineligible for eviction protection under the moratorium.

**Effective date:** May 3, 2021

**Comments due:** 15 days after the date of publication in the Federal Register. Detailed information on how to submit comments can be found in the IFR.

**Available at:** <https://www.consumerfinance.gov/rules-policy/final-rules/debt-collection-practices-global-covid-19-pandemic-regulation-f/>

**About this document:** The Bureau has issued an IFR to amend Regulation F at 12 CFR 1006. This document generally provides a high-level overview of the topics covered in the IFR. Note that the Bureau's 2020 Debt Collection Rules will not yet be in effect by the IFR's effective date and accordingly, the IFR revises Regulation F as it currently exists.

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This is a Compliance Aid issued by the Consumer Financial Protection Bureau. The Bureau published a Policy Statement on Compliance Aids, available at <https://www.consumerfinance.gov/policy-compliance/rulemaking/final-rules/policy-statement-compliance-aids/>, that explains the Bureau's approach to Compliance Aids.



## Coverage

Entity or article	Description in IFR	Location in Regulation F and FDCPA
Debt Collectors	<p>The IFR applies to debt collectors as defined in the Fair Debt Collection Practices Act (FDCPA).</p> <p>The term debt collector is generally defined in the FDCPA as any person who uses any instrumentality of interstate commerce or mail in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, to another.</p>	<p>1006.9(a)</p> <p>FDCPA section 803(6)</p>
Consumer	<p>The IFR applies to consumers as defined in the FDCPA.</p> <p>A consumer is defined in the FDCPA as any natural person obligated or allegedly obligated to pay any debt.</p>	<p>1006.9(b)(1)</p> <p>FDCPA section 803(3)</p>
Debt	<p>The IFR applies to debt as defined in the FDCPA.</p> <p>Debt is defined in the FDCPA as any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services that are the subject of the transaction are primarily for personal, family, or household purposes, whether or not the obligation has been reduced to judgment.</p>	<p>1006.9(b)(1)</p> <p>FDCPA section 803(5)</p>
CDC Order	<p>The IFR added a definition of CDC Order to Regulation F.</p> <p>As defined, the CDC Order means the order issued by the Centers for Disease Control and Prevention titled <a href="#">Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19</a> (86 FR 16731 (Mar. 31, 2021)).<sup>1</sup></p> <p>The CDC Order generally prohibits a landlord, owner of a residential property, or other person with a legal right to pursue</p>	<p>1006.9(b)(2)</p>

<sup>1</sup>The CDC Order will remain in effect until June 30, 2021, unless extended, modified, or rescinded. In the event the CDC further extends the CDC Order, the Bureau expects the IFR will continue to be in effect until the expiration of any such extension.

eviction (including an agent or attorney acting on behalf of a landlord or owner) from evicting any covered person from any residential property for non-payment of rent in any jurisdiction in which the Order applies during the effective period of the Order.

The IFR added a definition of eviction notice to Regulation F.

Eviction Notice	The term eviction notice is defined as the earliest written notice that the laws of any State, locality, territory, or tribal area require to be provided to a consumer before an eviction action against the consumer may be filed.	1006.9(b)(3)
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## Conduct

Topic	Required, prohibited, or optional conduct	Location in Regulation F
Prohibition against misrepresentations about the CDC Order	<p>A debt collector must not falsely represent or imply to a consumer that the consumer is ineligible for temporary protection from eviction under the CDC Order.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> <li>▪ During the effective period of the CDC Order;</li> <li>▪ In any jurisdiction in which the CDC Order applies; and</li> <li>▪ In connection with the collection of a debt.</li> </ul>	1006.9(c)(2)
Requirement to disclose the CDC Order	<p>Before filing an eviction action for non-payment of rent against a consumer, if the CDC Order might reasonably apply to that consumer, a debt collector must disclose that the consumer may be eligible for temporary protection from eviction under the CDC Order.</p> <p>The disclosure must be clear and conspicuous and in writing. A debt collector must provide the disclosure on the date the debt collector provides the consumer with an eviction notice or, if no eviction notice is required by law, on the date that the eviction action is filed.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> <li>▪ During the effective period of the CDC Order;</li> <li>▪ In any jurisdiction in which the CDC Order applies; and</li> <li>▪ In connection with the collection of a debt.</li> </ul>	1006.9(c)(1)



Option to provide the CDC Order disclosure at the same time as the eviction notice	A debt collector may satisfy the requirement to provide the disclosure on the same date as the eviction notice or eviction action by providing the disclosure at the same time that the debt collector provides the consumer with any eviction notice or serves the consumer with any eviction action. For example, a debt collector may provide the disclosure in the same mailing as the eviction action and does not need to provide the disclosure separately on the same date.	Comment 1006.9(c)(1)–3
Option to include the CDC Order disclosure in all consumer eviction notices	A debt collector may provide the disclosure to a consumer even if the consumer might not be covered by the CDC Order. Therefore, a debt collector may provide the disclosure to every consumer in every eviction action for non-payment of rent.	Comment 1006.9(c)(1)–2
Option to provide the CDC Order disclosure more than once	A debt collector may provide the disclosure more than once to a consumer, such as in each subsequent communication with the consumer.	Comment 1006.9(c)(1)–4

## Sample Disclosure Language

Sample Disclosure Language	Location in Regulation F
The following is sample language a debt collector may use, but is not required to use, to comply with the IFR’s disclosure requirement:	
“Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under Federal law. Learn the steps you should take now: visit <a href="http://www.cfpb.gov/eviction">www.cfpb.gov/eviction</a> or call a housing counselor at 800-569-4287.”	Comment 1006.9(c)(1)–5.i
The following is another option for sample language a debt collector may use, but is not required to use, to comply with the IFR’s disclosure requirement:	
“Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law. Learn the steps you should take now: visit <a href="http://www.cfpb.gov/eviction">www.cfpb.gov/eviction</a> or call a housing counselor at 800-569-4287.”	Comment 1006.9(c)(1)–5.ii

## Additional resources

Find more implementation information and sign up for updates about debt collection rule implementation at <https://www.consumerfinance.gov/compliance/compliance-resources/other-applicable-requirements/debt-collection/>.

SAMPLE  
NOT A VALID FORM



**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
(street address) in \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code) (the "Premises").

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. TENANT REPRESENTATIVE INFORMATION:**

Tenant Representative Name: \_\_\_\_\_

Tenant Representative Address: \_\_\_\_\_

Tenant Representative Phone Number: \_\_\_\_\_

**4. ACCEPTANCE AS TENANT REPRESENTATIVE.** The undersigned, as (check one):

a properly designated Tenant Representative by the above named Resident,

a Tenant Representative as provided in Indiana Code § 32-31-1-23(c)(3)-(6)

having been made aware of the death or incapacity (and absence as a result of such incapacity) of said resident as the sole occupant of the Premises, does hereby accept appointment as the Resident's Tenant Representative as provided under Indiana Code §32-31-1-23(d). Tenant's Representative shall, if requested by the Owner, provide and sign an inventory of all personal property removed from the Premises. Tenant Representative shall provide a mailing address to Owner for purposes of Owner's compliance with any requirements under Indiana Code §32-31-3-12. If a Tenant Representative has been appointed by the probate court, the Tenant Representative alone shall be responsible for compliance with any and all conditions stated in the probate court. Tenant Representative knows of no other individual authorized to act in lieu of the Tenant Representative under Indiana Code §32-31-1-23(e)(1)-(3). Tenant Representative has all other rights and responsibilities as provided under Indiana law and by signing this Acceptance acknowledges Owner's compliance with Indiana Code §32-31-1-23 et. seq.

**5. OWNER'S AFFIRMATION.** Owner affirms they have no knowledge of any other individual authorized to act under Indiana Code § 32-31-1-23(e)(1)-(3).

\_\_\_\_\_  
Tenant Representative Signature

\_\_\_\_\_  
Owner's Representative Signature

\_\_\_\_\_  
Tenant Representative Printed Name

\_\_\_\_\_  
Owner's Representative Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM TO LEASE  
FLOOD PLAIN DISCLOSURE**

THIS ADDENDUM TO LEASE modifies the terms and conditions of the Lease agreement dated \_\_\_\_\_ between \_\_\_\_\_ (“Owner”) and \_\_\_\_\_

(“Resident(s)”) of Apt. No. \_\_\_\_\_, located at \_\_\_\_\_ (street address) in \_\_\_\_\_, (hereinafter, the “Lease”), and shall become and be a part of the Lease. Unless modified herein, all provisions of the Lease shall remain in full force and effect. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control. The Lease is hereby amended by Owner’s disclosure to Resident(s) of the following:

The lowest floor of the structure in which the Leased Premises (or apartment) is located is at or below the one hundred (100) year frequency flood evaluation, as determined by one of the following:

1. the Department of Natural Resources;
2. the Federal Emergency Management Agency’s (FEMA) Flood Insurance Rate Maps; or
3. FEMA approved local flood plain maps.

Resident(s) hereby acknowledges receipt of this Disclosure and agree that such disclosure is a part of the Lease.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

RESIDENT SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

RESIDENT SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

RESIDENT SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

RESIDENT SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

RESIDENT SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

RESIDENT SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

OWNER SIGNATURE: By: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_  
Title: \_\_\_\_\_

NOT A VALID FORM

**APARTMENT DESCRIPTION.** Apt. No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: \_\_\_\_\_

Owner's Name: \_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOT A VALID FORM  
SAMPLE

**Resident(s)**  
(All residents must sign)

**Date of Signing Addendum**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**

**Date of Signing Addendum**

\_\_\_\_\_

\_\_\_\_\_



**LEASE CONTRACT ADDENDUM FOR UNITS PARTICIPATING IN GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS**

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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**3. PARTICIPATION IN GOVERNMENT PROGRAM.** We, as the owner of the apartment you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

**4. ACCURATE INFORMATION IN APPLICATION.** By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

**5. FUTURE REQUEST FOR INFORMATION.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven days after our request, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the owner and the appropriate government monitoring agency. These requests to you may be made to you now and any time during the Lease Contract term or renewal period.

**6. INACCURATE INFORMATION AS GROUNDS FOR EVICTION.** If you refuse to answer or if you do not provide accurate information in response to those requests, it will be considered a substantial violation of the Lease Contract and you can be evicted. It makes no difference whether the inaccuracy of the information you furnished was intentional or unintentional.

**7. NO LIEN FOR UNPAID SUMS.** We shall not have a lien on your property for unpaid rent or other sums, except that we will have a lien to cover packing, removal, and storage charges for property left in the apartment after you move out. This paragraph overrides any contrary provisions contained in the Lease Contract.

**8. STUDENT STATUS.** By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the student status of any residents (including replacement residents) occupying the unit.

**9. ELIMINATION OF JURY WAIVER.** Any provision in the Lease Contract that waives a trial by jury is hereby deleted and unenforceable.

**10. CONFLICT WITH GOVERNING LAW.** To the extent that any part of your Lease Contract or this addendum conflicts with applicable federal, state, or local laws or regulations, the law or regulation overrides that portion of your Lease Contract or this addendum.

**11. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
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**Resident(s)**

**Date of Signing Addendum**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
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**Owner's Representative**

**Date of Signing Addendum**

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

\_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_  
(when this Addendum is filled out)

**Please note: We consider animals a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.**

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control. The Lease Contract is referred to in this Addendum as the "Lease Contract."

The term of this Animal Addendum is as follows:  
Begins on \_\_\_\_\_ and  
ends on \_\_\_\_\_.

**3. A.  NO APPROVED ANIMALS.** If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

**B.  CONDITIONAL AUTHORIZATION FOR ANIMAL.** If this box is checked, you may keep the animal that is described below in the apartment until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

**4. ANIMAL DEPOSIT.** An animal deposit of \$ \_\_\_\_\_ will be charged. The security deposit amount in the Lease Contract does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract.

**5. ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ \_\_\_\_\_. The monthly rent amount in the Lease Contract [check one]  includes  does not include this additional animal rent.

**6. ADDITIONAL FEE.** You must also pay a one-time non-refundable fee of \$ \_\_\_\_\_ for having the animal in the apartment. It is our policy not to charge a deposit or this additional fee for assistance animals.

**7. LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

**8. DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the apartment or apartment community.

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license : \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_  
\_\_\_\_\_

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license : \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_  
\_\_\_\_\_

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
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**10. EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_  
Address : \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**11. ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the apartment.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_
- Outside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_
- Animals may not be tied to any fixed object anywhere outside the apartment, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than assistance animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other apartments.
- Your animal must be fed and watered inside the apartment. Don't leave animal food or water outside the apartment unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the apartment or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your apartment or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the apartment in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

**12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes at least thirty (30) days prior to the effective date to every resident who is allowed to have animals.

**13. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

**14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

**15. OUR REMOVAL OF ANIMAL.** In the following circumstances, we may allow animal control or a local humane society to enter the apartment and remove the animal in accordance with applicable law if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the apartment for an extended period of time without food or water; or
- failed to care for a sick animal.

If you have violated our animal rules or let the animal defecate or urinate where it's not supposed to you will be subject to eviction and other remedies under the Lease Contract.

**16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the apartment, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

**18. JOINT AND SEVERAL RESPONSIBILITY.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

**19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for special written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

**This is a binding legal document. Read it carefully before signing.**

**Resident or Residents**  
(All resident's must sign)

**Owner or Owner's Representative**  
(Signs below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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







Date: \_\_\_\_\_  
(when this Addendum is filled out)

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ASBESTOS.** In most apartments which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your apartment, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

**4. FEDERAL RECOMMENDATIONS.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

**5. COMMUNITY POLICIES AND RULES.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your apartment unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

**6. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:  
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**Resident(s)**  
(All residents must sign)

**Date of Signing Addendum**

\_\_\_\_\_  
\_\_\_\_\_  
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**Owner or Owner's Representative**  
(Signs below)

**Date of Signing Addendum**

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

\_\_\_\_\_



## ASSISTANCE ANIMAL AMENDMENT TO ANIMAL ADDENDUM

Date: \_\_\_\_\_  
(when this Addendum is filled out)

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

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The term of this Assistance Animal Addendum is as follows:  
Begins on \_\_\_\_\_ and  
ends on \_\_\_\_\_

Assistance animals are not considered pets. They are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support which alleviates one or more identified symptoms or effects of a person's disability. The animal must perform the disability-related assistance or provide the disability-related benefit needed by the person with the disability. The animal does not have to be specially trained. The fact that a person has a disability does not automatically entitle him or her to an assistance animal. There must be a relationship between the person's disability and his or her need for the animal.

If a disability is readily apparent or known to us, you are not required to provide documentation of your disability. If a disability is not readily apparent, you may be asked to submit reliable documentation of the disability.

If a disability is readily apparent or known but the disability-related need for the assistance animal is not readily apparent, we may ask you to provide documentation of the disability-related need for the assistance animal.

Documentation is sufficient if it establishes that an individual has a disability and that the animal in question will provide some type of disability-related assistance or will alleviate one or more symptoms or effect of an existing disability.

A request to allow an assistance animal may be refused or revoked if:

- The assistance animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation;
- The assistance animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation;
- The presence of the assistance animal would pose an undue financial and administrative burden to Owner;
- The presence of the assistance animal would fundamentally alter the nature of the Owner's services.

You acknowledge that all rules apply to your assistance animal that are found in the Animal Addendum, community rules and Lease that relate to health, safety, cleanliness and the quiet enjoyment of other residents. You acknowledge that if you or the animal violates the rules in the Animal Addendum or community rules, your right to have the animal may be revoked and/or your lease may be terminated if the violation cannot be resolved or eliminated by another reasonable accommodation.

You are responsible for the care of the assistance animal. In the event the assistance is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit for your assistance animal. You will, however, be liable for any damages that this animal may cause.

**3. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
(All residents must sign)

**Owner or Owner's Representative**  
(Signs below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_



Date: \_\_\_\_\_  
(when this Addendum is filled out)

*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.*

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
\_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the apartment or personal property in the apartment. You understand that we relied on your representations to us in this Addendum.

**4. INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

**5. ACCESS FOR INSPECTION AND PEST TREATMENT.**

You must allow us and our pest control agents access to the apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the apartment for a bed bug infestation on your own.

**6. NOTIFICATION.** You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the apartment.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**7. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs.

You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the apartment. Any items you remove from the apartment must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**8. RESPONSIBILITIES.** You shall be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your apartment for bed bugs.

If we confirm the presence or infestation of bed bugs after you vacate your apartment, you shall be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring apartments to your apartment, you shall be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other apartments. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.



## BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. THE FOLLOWING ARE THE ONLY PARTIES TO THIS AGREEMENT. RESIDENTS SHALL NOT BE PERMITTED TO ASSIGN THIS AGREEMENT TO ANY OTHER PERSON OR ENTITY:**

Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This document (the "Agreement") shall serve as an agreement between Resident and Owner. This is a revocable license agreement, and is not a lease. Owner has the right to terminate this license at any time, upon written notice to you.

**3. PURPOSE OF AGREEMENT.** By signing this Agreement, Resident agrees to the terms and conditions set forth herein related to the licensing of the Clubhouse/Licensed Space and other licensed space on the property related, directly or indirectly, to the Clubhouse, which is not included in your current lease, nor generally available to residents. The Clubhouse/Licensed Space shall solely be used for the following intended use, and for no other reason (including commercial use):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. IDENTIFICATION OF CLUBHOUSE/LICENSED SPACE:** The Clubhouse/Licensed Space is described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maximum occupancy of the Clubhouse is \_\_\_\_\_ persons.

**5. USAGE PERIOD:** The Clubhouse/Licensed Space shall only be used by Resident during the following times: \_\_\_\_\_ to \_\_\_\_\_ on the following date: \_\_\_\_\_.

Resident must clean and return the Clubhouse/Licensed Space within \_\_\_\_\_ hours following the end of the usage period.

**6. FEES.** Owner agrees to license to you the above identified Clubhouse/Licensed Space in the amount of \$ \_\_\_\_\_ (non-refundable). Resident agrees to a damage deposit of \$ \_\_\_\_\_. The damage deposit and license fee amount are due upon the signing of this Agreement. The damage deposit amount will be returned to Resident after the Clubhouse/Licensed Space is cleaned by Resident and returned to its pre-licensed condition. Any costs Owner incurs related

to returning the Clubhouse/Licensed Space to its original condition will be withheld and deducted from the damage deposit. Resident agrees and understands that Resident's liability is not limited to the monetary amount of the deposit, and Owner's retention of the deposit or any portion thereof does not constitute a limitation of Owner's remedies for excessive hours of use, cleaning expenses or property damage to the Clubhouse/Licensed Space. This deposit is not a security deposit nor related in any way to the Resident's lease at the property.

**7. RULES AND REGULATIONS.** Resident, as Licensee, agrees to the rules and regulations set forth below:

- Resident must be a current Resident in good standing on the date of the use of the Clubhouse/Licensed Space.
- Resident agrees to end use of the Clubhouse/Licensed Space promptly at the agreed upon time.
- Resident must be continuously present for the duration of the licensed time.
- Resident agrees to use the Clubhouse/Licensed Space for its intended use and not for any other use.
- Resident agrees to only use the area of the Clubhouse/Licensed Space as identified in this Agreement and not any adjoining area.
- If permitted, Resident agrees to abide by all laws and regulations related to the distribution, sale, and/or consumption of alcohol on the property:
  - Resident **is permitted** to serve alcohol.
  - Resident **is not permitted** to serve alcohol.
- If required, Resident agrees to secure event insurance, and abide by all coverage terms and conditions:
  - Resident **is required** to have event insurance.
  - Resident **is not required** to have event insurance.
  - Resident agrees to abide by the following additional requirements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Resident and guest(s), invitee(s) or other persons using the Clubhouse/Licensed Space shall not behave in a loud or obnoxious manner, disturb or threaten the rights, comfort, health, safety, or convenience of Residents and others, disturb Owner's business operations, or breach the peace in any manner. Resident understands that Resident is fully responsible for the actions of your guest(s), invitees and other persons during your use and possession of the Clubhouse/Licensed Space, including the entering and exiting of the property.
- Resident shall direct its guests/attendees to park only in the designated areas. All guests and attendees are required to comply with Community Rules and Regulations.
- Resident agrees not to exceed the occupancy limits for the Clubhouse/Licensed Space.
- Owner or its agents can immediately terminate Resident's use of the Clubhouse/Licensed Space if there is any violation of this Agreement.

**8. DAMAGE TO PROPERTY.** Resident agrees to immediately report any and all damage done to the Clubhouse/Licensed Space, and its contents, to the Owner. Resident is responsible for any and all damages to Clubhouse/Licensed Space caused by Resident, and/or guest(s). Resident is liable for the costs of any repairs needed as a result of damage caused by Resident and/or guest(s). Resident shall indemnify owner against all claims of liability for personal injury or property damage that arise as a result of Resident's license of the Clubhouse/Licensed Space on the property, with the exception of any claims that may be the result of Owner's own negligent or intentional acts.

**9. RELEASE FROM LIABILITY.** To the greatest extent allowed by law, (a) Resident agrees to waive, defend, hold harmless and indemnify Owner and Owner's agents from and against any claim(s), liabilities, or actions of any nature, you or any of your guests, may ever have against Owner related to the use of the Clubhouse/Licensed Space under the Agreement, including attorney fees and costs, including those attorney fees and costs incurred upon any appeal; (b) Resident agrees to assume all risks associated with the use and enjoyment of the Clubhouse/Licensed Space; (c) Owner assumes no responsibility for any damage to or loss of property by the Resident and/or guest(s), or person(s) who trespass on the Clubhouse/Licensed Space during or any of your guests, the Resident's use of the Clubhouse/Licensed Space.

**10. NO RESIDENTIAL TENANCY.** This Agreement shall not be deemed in any manner so as to create any residential landlord/tenant relationship by and between the parties hereto and shall be deemed separate and independent from the parties' residential lease contract. This Agreement shall not constitute an amendment to the parties preexisting residential lease contract.

**11. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign)*

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**Owner or Owner's Representative**  
*(signs below)*

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**Date of Signing Agreement**

**NOT A VALID FORM**



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Resident(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Apt. No./Address: \_\_\_\_\_  
 \_\_\_\_\_

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

**I. GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.**

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and any other Community policies, rules and regulations ("Other Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the strictest terms of the Lease, this Addendum, or any Other Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to this Addendum and any Other Rules for use of any Amenity at any time with thirty (30) days notice to Resident prior to the effective date of any such changes.

**Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.**

**THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND ALL OTHER RULES, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.**

**II. POOL.** This Community  DOES;  DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

**IN CASE OF EMERGENCY DIAL 911**

**III. FITNESS CENTER.** This Community  DOES;  DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (3) \_\_\_\_\_ (5) \_\_\_\_\_  
 (2) \_\_\_\_\_ (4) \_\_\_\_\_ (6) \_\_\_\_\_



IV. **PACKAGE RELEASE.** This Community  DOES;  DOES NOT accept packages on behalf of Residents.

***For communities that do accept packages on behalf of its Residents:***

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. **BUSINESS CENTER.** This Community  DOES;  DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to \_\_\_\_\_ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only \_\_\_\_\_ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or any Other Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a seventy-two (72) hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to this Addendum, and all Other Rules concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of \_\_\_\_\_ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Resident shall be solely responsible to take reasonable measures to prevent and cure the appearance of pests within the apartment (including, but not limited to, roaches, ants, bed bugs, spiders, rodents and other such pests). Resident shall keep the apartment clean and free of all matter that may attract such pests. Resident shall promptly notify Owner, in writing, of the presence of pests. Resident shall be liable to Owner for any damage or injury to person or property sustained by Owner, its agents or employees or by the apartment as a result of Resident's failure to comply with the terms, covenants or conditions of this paragraph. Any pest control fees incurred by Owners will be charged to Resident at the time of treatment and/or service. In addition, unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' apartment several times a year, in Owner's sole discretion and Owner's own cost as needed in Owner's judgment to prevent insect infestation. Owner's own actions to prevent infestation shall in no way relieve Resident of Resident's responsibilities to prevent and cure the appearance of pests within the apartment, as set forth above. Owner will notify Residents in advance of extermination in Residents' apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible to prepare the apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' apartment and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the apartment.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO  
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO  
EXTERMINATION AND THE USE OF INSECTICIDES**

- IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. WATER BEDS.** Resident shall not have water beds or other water furniture in the apartment without prior written permission of Owner.
- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on apartment. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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\_\_\_\_\_

\_\_\_\_\_

I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative			
By:			
Title:			Date

1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_
\_\_\_\_\_ (street address) in
\_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_
Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

The term of this Construction Addendum is as follows:
Begins on \_\_\_\_\_ and
ends on \_\_\_\_\_.

3. PURPOSE OF ADDENDUM. By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.

4. RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY. Resident acknowledges that the property, including its common areas and apartments, may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is only under obligation to have said repair, renovation, improvement, or construction completed within a reasonable time. Resident also acknowledges that any such repair, renovation, improvement, or construction does not represent a breach of Owner's obligations under the Lease Contract.

5. USE OF AMENITIES AND SERVICES. Existing, on-going, or future repair, renovation, improvement, or construction on the property may create conditions where resident's use of the property's amenities and services may be limited or not available. In the event any on-going repair, renovation, improvement, or construction on the property shall be deemed a failure of the Owner to discharge the duties set forth in Indiana Code § 32-31-8-5, Resident and Owner agree to the remedy provided in the DISPLACEMENT section, herein, as the agreed upon remedy provided in Indiana Code § 32-31-8-6(b)(2). The parties intend that the DISPLACEMENT section shall be a remedy and not a waiver of the Owner's statutory obligations.

6. NOISE AND OTHER DISTURBANCES. Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

7. RELEASE OF LIABILITY. To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

8. DELAY OF OCCUPANCY. Resident acknowledges that occupancy of the apartment may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and apartments. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the apartment for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

Resident hereby knowingly and voluntarily accepts the risks of delays and the apartment not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner's failure to have the apartment ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the apartment. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the apartment, including, but not limited to, any holdover rent, or other penalties imposed at Resident's current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

9. DISPLACEMENT. In the event Resident must be displaced from the apartment that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the apartment, Owner, at Owner's sole option, discretion, and cost, shall transfer Resident to another apartment within the apartment community that is not affected by repair, renovation, improvement, or construction, or shall provide appropriate comparable accommodations for Resident (e.g., a hotel or another apartment in an apartment community affiliated with Owner). However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent for the Lease Contract apartment shall remain in full force and effect.







COVID-19 EVICTION NOTICE
CONSUMER FINANCIAL PROTECTION BUREAU
DISCLOSURE OF CONSUMER RIGHTS



1. DWELLING UNIT DESCRIPTION. Unit No. \_\_\_\_\_, \_\_\_\_\_
(street address) in \_\_\_\_\_ (city),
Indiana, \_\_\_\_\_ (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: \_\_\_\_\_
Owner's name: \_\_\_\_\_
Residents (list all residents):
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

3. DATE THIS DISCLOSURE WAS PROVIDED TO THE ABOVE-NAMED RESIDENT(S): \_\_\_\_\_

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law.
Learn the steps you should take now:
• visit www.cfpb.gov/eviction;
• or call a housing counselor at 800-569-4287.

Owner or Owner's Representative
(signs below)

\_\_\_\_\_

NOT A VALID FORM





**DISCLOSURE AND OWNER DISTRIBUTION OF WATER AND SEWAGE DISPOSAL SERVICE ADDENDUM**

THIS DISCLOSURE AND ADDENDUM is hereby made in contemplation of the execution of a Lease agreement executed on \_\_\_\_\_ by and between \_\_\_\_\_

\_\_\_\_\_ (“Owner”) and \_\_\_\_\_

(“Resident(s)”) of Apt. No. \_\_\_\_\_ located at \_\_\_\_\_ (street address) in \_\_\_\_\_, (hereinafter, the “Lease”) and is in addition to all terms and in the

Lease. This Disclosure and Addendum constitutes an Addendum to the Lease and is hereby incorporated into and made a part of the Lease. Where the terms and conditions found in this Disclosure and Addendum vary or contradict any terms or conditions found in the Lease, this Disclosure and Addendum shall control, including but not limited to any terms or conditions herein, which contradict any terms or conditions of the Utility Addendum which is made a part of the Lease. Owner hereby discloses to Resident(s) of the following:

1. Owner, or a person acting on Owner’s behalf, distributes: *(check appropriate box(es))*

- Water
- Sewage Disposal Service

from a public utility or a municipally owned utility to one (1) or more apartments, including the apartments Resident(s) intends to occupy.

2. Owner shall bill Resident(s) separately from rent for the water and/or sewage disposal service(s) and the following reasonable fees: *(check appropriate box(es) and fill in appropriate amounts)*

- Initial Set-Up Fee: \$ \_\_\_\_\_
- Administrative Fee: \$ \_\_\_\_\_ (not to exceed \$4.00 per month)
- Insufficient Funds Fee: \$ \_\_\_\_\_

3. The water and/or sewage disposal services to be provided are described as follows: *(insert type of utility (i.e., water or sewage disposal service) and name of public or municipally owned utility (e.g. “Acme Water Company”))*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you believe you are being charged in violation of this Disclosure or if you believe you are being billed in excess of the utility services provided to you as described in this disclosure, you have a right under Indiana law to file a complaint with the Indiana Utility Regulatory Commission (the “Commission”). You may contact the Commission at 317-232-2712.

Resident(s) hereby acknowledges receipt of this Disclosure prior to Resident entering into a Lease with Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o’clock \_\_\_\_\_ .M.

RESIDENT SIGNATURE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

RESIDENT SIGNATURE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

RESIDENT SIGNATURE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

RESIDENT SIGNATURE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

RESIDENT SIGNATURE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

RESIDENT SIGNATURE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

OWNER SIGNATURE: By \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

Title:

## EMOTIONAL SUPPORT ANIMAL AMENDMENT TO ANIMAL ADDENDUM

Date: \_\_\_\_\_  
(when this Addendum is filled out)

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The term of this Emotional Support Animal Addendum is as follows:  
Begins on \_\_\_\_\_ and ends on \_\_\_\_\_.

An "emotional support animal" is a companion animal that a health service provider has determined provides a benefit for an individual with a disability, which may include improving at least one (1) symptom of the individual's disability.

If a disability is readily apparent or known to us, you are not required to provide documentation of your disability. If a disability is not readily apparent or known to us, you may be asked to submit reliable documentation of the disability from a health service provider.

If a disability is readily apparent or known to us but the disability-related need for the assistance animal is not readily apparent or known to us, we may ask you to provide documentation of the disability-related need for the emotional support animal from a health service provider.

A "health service provider" includes a state licensed: (1) psychiatrist or physician; (2) psychologist; (3) marriage and family therapist, social worker, or addiction counselor; or (4) an advanced practice nurse who provides medical services or treatment to you. Any individual whose sole service to you is to provide a verification letter in exchange for a fee is not considered a health service provider.

Documentation is sufficient if it establishes that an individual has a disability and that the animal in question will provide some type of disability-related assistance or will alleviate one or more symptoms or effects of an existing disability.

A request to allow an emotional support animal may be refused or revoked if:

- The emotional support animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation;
- The emotional support animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation;

- The presence of the assistance animal would pose an undue financial and administrative burden to Owner;
- The presence of the assistance animal would fundamentally alter the nature of the Owner's services.

You acknowledge that all rules apply to your emotional support animal that are found in the Animal Addendum, community rules and Lease Contract that relate to health, safety, cleanliness and the quiet enjoyment of other residents. You acknowledge that if you or the animal violates the rules in the Animal Addendum or community rules, your right to have the animal may be revoked and/or your lease may be terminated if the violation cannot be resolved or eliminated by another reasonable accommodation.

You are responsible for the care of the assistance animal. In the event the assistance is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit for your assistance animal. You will, however, be liable for any damages that this animal may cause.

If you have a disability that is not readily apparent, and a health service provider verifies your disability status and your need for an emotional support animal but you have: (1) misrepresented your disability to us or your disability related need that requires the use of an emotional support animal in your apartment; (2) made a materially false statement to a licensed health service provider to obtain documentation to substantiate your need for an emotional support animal in your apartment; (3) provided a document to us that misrepresents that the animal is an emotional support animal; (4) fitted an animal that is not an emotional support animal with a harness, collar, vest, or sign that would cause a reasonable person to believe the animal is an emotional support animal; or (5) if your health service provider:

- (A) has verified your disability status and need for an emotional support animal without adequate professional knowledge of your condition to provide a reliable verification or;
- (B) charges a fee for providing a written verification of your disability status and need for an emotional support animal, without providing any other service to you; you will be subject to charges, damages, eviction, and other remedies provided in the Lease Contract and the Animal Addendum.

**3. EMOTIONAL SUPPORT ANIMAL VERIFICATION.**

We respect the right of individuals with disabilities to request assistance animals. However, the request must be based on accurate and truthful information concerning the disability status of the resident and the disability related need for an emotional support animal. It is a Class A infraction under Indiana Law (IC 22-9-7) for an individual who has a disability that is not readily apparent to misrepresent or make a materially false statement that the individual has a disability or disability related need that requires the use of an emotional support animal or that an animal is an emotional support animal. It is also a Class A infraction under Indiana Law (IC 22-9-7) for a health service provider to verify an individual's disability status and need for an emotional support animal without adequate professional knowledge of the individual's condition or to charge a fee for a written verification for an individual's disability status and need without providing any other service to the individual.





**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

The term of this Enclosed Garage, Carport, or Storage Unit Addendum is as follows:

Begins on \_\_\_\_\_ and ends on \_\_\_\_\_.

**3. GARAGE, CARPORT, OR STORAGE UNIT.** You are entitled to exclusive possession of: (check as applicable)

- garage or carport attached to the apartment;
- garage space number(s) \_\_\_\_\_;
- carport space number(s) \_\_\_\_\_;
- and/or
- storage unit number(s) \_\_\_\_\_.

All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

**4. SECURITY DEPOSIT.** An additional security deposit of \$ \_\_\_\_\_ will be charged for the checked areas above. We (check one)  will consider or  will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Lease Contract (check one)  does or  does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

**5. ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ \_\_\_\_\_. The monthly rent amount in the Lease Contract (check one)  includes  does not include this additional rent.

**6. USE RESTRICTIONS.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.

**7. NO DANGEROUS ITEMS.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

**8. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

**9. GARAGE DOOR OPENER.** If an enclosed garage is furnished, you  will  will not be provided with a  garage door opener and/or  garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

**10. SECURITY.** Always remember to lock any door of a garage or storage unit and any door between a garage and the apartment. When leaving, be sure to lock all keyed deadbolt locks.

**11. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.** You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

**12. COMPLIANCE.** As allowed by law, we may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

**13. NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

**14. MOVE-OUT AND REMEDIES.** Any items remaining after you have vacated the apartment will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered apartment. All remedies in the Lease Contract apply to areas covered by this addendum.



**Regarding Renovation, Maintenance or Repair That May Create Paint Dust in an Apartment or Common Area**

Federal law requires that prior to conducting renovations or repairs a lead hazard notice must be given to residents of a pre-1978 apartment if more than 6 square feet of surface of the interior apartment or 20 square feet of the exterior of the apartment or common area will be disturbed by sanding, scraping or other activity that may create paint dust (except in emergency situations). The notice must be given by the "renovator" (i.e., whoever does the work). We (as the renovator) are planning to perform such work and are notifying you (as resident) that:

1. The work will begin no later than 60 days from the date our representative delivered or mailed this notice.
2. The lead hazard information which we are required to furnish to you is contained in an Environmental Protection Agency (EPA) pamphlet entitled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."
3. The general description of the work is: \_\_\_\_\_  
\_\_\_\_\_
4. The location of the work on or in your apartment is: \_\_\_\_\_  
\_\_\_\_\_
5. The location of the work in common areas is: \_\_\_\_\_  
\_\_\_\_\_
6. The date the work is expected to start is: \_\_\_\_\_  
Expected ending date: \_\_\_\_\_
7. We will timely notify you if the work needs to continue beyond the expected ending date.
8. If the work is in a apartment, we must provide you with a copy of either the EPA or NAA lead hazard information with this notice.
9. If the work is in common areas only, you can obtain a free copy of the EPA pamphlet (*check as applicable*):  
 from the onsite management office;  
 wherever you pay the rent  
or  other \_\_\_\_\_
10. Address of apartment: \_\_\_\_\_  
\_\_\_\_\_
11. Address of common area (if applicable): \_\_\_\_\_  
\_\_\_\_\_
12. Name of renovator who will actually be doing the work (i.e., name of either owner, management company or contractor): \_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT BY RESIDENT OR ADULT OCCUPANT**

*(This acknowledgment is to be used when renovation is inside a apartment and the resident or adult occupant is willing to acknowledge personal delivery of the notice and lead hazard information.)*

Names of all residents in the apartment described above: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of residents listed above, I have received on this date a copy of this notice and any lead hazard information required about the potential risk of disturbing lead-based paint during renovation, maintenance or repair work.

Printed name of resident or adult occupant      Signature of resident or adult occupant      Date signed

**CERTIFICATION BY RENOVATOR'S REPRESENTATIVE** (*Check applicable box below*)

- Personal delivery.** I certify that no earlier than 60 days before the work is expected to start, I delivered a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident or adult occupant of the apartment who signed above.
- Resident or adult occupant unavailable.** I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to deliver a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident's apartment, and no resident or adult occupant was available to sign the acknowledgment. I left a copy of this notice and the pamphlet inside the apartment or slipped them under the door.
- Resident or adult occupant refused.** I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to personally deliver a copy of this notice and the EPA pamphlet "Renovate Right," and a resident or adult occupant in the apartment refused to sign the acknowledgment. I left a copy of this notice and the pamphlet with a resident or adult occupant of the apartment or slipped them under the door.
- Delivery by mail if work is inside apartment.** I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice and the EPA pamphlet "Renovate Right" to the resident at the address of the apartment noted above by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service.
- Delivery by mail if work is in common area only.** I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice to each affected apartment in the multifamily housing property (5 or more apartments) named above, by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service. The EPA pamphlet "Renovate Right:"  will be available at no cost as per item 9 above, or  was included in the mailing to all affected apartments.

Printed name of renovator's representative      Signature of renovator's representative      Date representative signed

Date representative delivered or mailed notice      Optional:  telephone    or     fax numbers for more information



**Lease Contract Information**

**ABOUT LEASE:** Resident names (list all residents responsible for the Lease Contract):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Street address of apartment being leased: \_\_\_\_\_

City/State/Zip of above apartment: \_\_\_\_\_

**Guarantor Information Use for one guarantor only (can include spouse of guarantor)**

**ABOUT GUARANTOR:** Full name (exactly as on driver's license or govt. ID card) \_\_\_\_\_

Current address where you live: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

(Please check one) Do you  own or  rent your home?

If renting, name of apartments: \_\_\_\_\_

Manager's name: \_\_\_\_\_

Phone: \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Sex: \_\_\_\_\_

Marital Status:  single  married  divorced  widowed  separated

Total number of dependents under the age of 18 or in college: \_\_\_\_\_

What relationship are you to the resident(s)?  parent  sibling

employer  other \_\_\_\_\_

Are you or your spouse a guarantor for any other lease?  Yes  No

If so, how many? \_\_\_\_\_

**YOUR WORK:** Present employer: \_\_\_\_\_

Employer's address: \_\_\_\_\_

Work phone: \_\_\_\_\_

Alternate phone: \_\_\_\_\_

Email address: \_\_\_\_\_

How long? \_\_\_\_\_

Position: \_\_\_\_\_

Your gross monthly income is over: \$ \_\_\_\_\_

Supervisor's name: \_\_\_\_\_

Phone: \_\_\_\_\_

**YOUR SPOUSE:** Full name (exactly as on driver's license or govt. ID card) \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Present employer: \_\_\_\_\_

How long? \_\_\_\_\_

Position: \_\_\_\_\_

Work phone: \_\_\_\_\_

Monthly gross income is over: \$ \_\_\_\_\_

**YOUR CREDIT/RENTAL HISTORY:**

Your bank's name: \_\_\_\_\_

City/State: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever:  been asked to move out?  broken a rental agreement?  declared bankruptcy? or  been sued for rent?

To your knowledge, has any resident listed in this Guaranty ever:  been sued for property damage?  been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

You represent that all information submitted by you is true and complete. You authorize verification of the above information via consumer reports, rental history reports, and other means. You acknowledge that our privacy policy is available to you. A facsimile or electronic signature on this Guaranty Application will be binding as an original signature.

**We recommend that you obtain a copy of the Lease Contract and Lease Contract Guaranty, and read them.** We will furnish you a copy of the Lease Contract and Lease Contract Guaranty upon written request.

\_\_\_\_\_  
**Date of Signing Guarantor Application**

\_\_\_\_\_  
**Signature of Guarantor**

\_\_\_\_\_  
**Signature of Guarantor's Spouse (if applicable)**

**FOR OFFICE USE ONLY**  
 Guarantor(s) information verified by:  phone or  face-to-face meeting.  
 Third-party verification: Requested on \_\_\_\_\_ (date)  
 Approved:  Yes  No  
 If not, letter of disclosure sent on \_\_\_\_\_ (date)  
 Processed by \_\_\_\_\_

After signing, please return the signed original of this Guarantor Preleasing Application to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 at (street address or P.O. Box ) \_\_\_\_\_  
 \_\_\_\_\_  
 or (optional) fax it to us at \_\_\_\_\_  
 or (optional) email it to us at \_\_\_\_\_  
 \_\_\_\_\_  
 Our telephone number \_\_\_\_\_

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. INTRUSION ALARM.** Your apartment is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one)  required or  optional. You are responsible for all false alarm charges for your apartment.

**4. PERMIT FROM CITY.** You (check one)  do or  do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is \_\_\_\_\_, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

**5. FOLLOW INSTRUCTIONS.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions  are attached or  will be provided to you when you move in.

**6. ALARM COMPANY.** You (check one)  will or  will not have to to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one)  may choose your own alarm company or  are required to use \_\_\_\_\_ as your alarm company. The alarm system is repaired and maintained by \_\_\_\_\_.

**7. ENTRY BY OWNER.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the apartment when no one is there, as authorized in your Lease Contract. You must reimburse us for any expenses we incur in entering your apartment, when those expenses are due to your failure to provide the foregoing information.

**8. REPAIRS OR MALFUNCTIONS.** If the intrusion alarm malfunctions, you agree to (check one)  contact your intrusion alarm company immediately for repair or  contact us immediately for repair. The cost of repair will be paid by (check one)  you or  us.

**9. NO WARRANTY.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

**10. LIABILITY.** We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

**11. EMERGENCIES.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

**12. ENTIRE AGREEMENT.** We've made no promises or representations regarding the alarm system except those in this addendum.

**13. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**Resident or Residents**  
(All residents must sign here)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(signs here)

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

**Date of Lease Contract**

\_\_\_\_\_

**APARTMENT DESCRIPTION.** Apt. No. \_\_\_\_\_, \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: \_\_\_\_\_ Owner's name: \_\_\_\_\_

Residents (list all residents):

**Within 48 hours after move-in, you must note on this form all defects, damage, mold, moisture, safety, or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below or put "none" if the items don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.**

Resident's Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Move-In or  Move-Out Condition (Check one)

**Living Room**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Lamps, Bulbs \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

Refrigerator Light, Crisper \_\_\_\_\_  
Dishwasher, Dispensers, Racks \_\_\_\_\_  
Sink/Disposal \_\_\_\_\_  
Microwave \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**General Items**

Thermostat \_\_\_\_\_  
Cable TV or Master Antenna \_\_\_\_\_  
A/C Filter \_\_\_\_\_  
Washer/Dryer \_\_\_\_\_  
Garage Door \_\_\_\_\_  
Ceiling Fans \_\_\_\_\_  
Exterior Doors, Screens/Screen Doors, Doorbell \_\_\_\_\_  
Fireplace \_\_\_\_\_  
Other \_\_\_\_\_

**Kitchen**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Countertops \_\_\_\_\_  
Stove/Oven, Trays, Pans, Shelves \_\_\_\_\_  
Vent Hood \_\_\_\_\_  
Refrigerator, Trays, Shelves \_\_\_\_\_

**Dining Room**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Halls**

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Exterior (if applicable)**

Patio/Yard \_\_\_\_\_  
Fences/Gates/Gate Latches or Locks \_\_\_\_\_  
Faucets \_\_\_\_\_  
Balconies \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):** \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):** \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath (describe which one):** \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_

Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
\_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_

**Half Bath**

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
\_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):** \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath (describe which one):** \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
\_\_\_\_\_  
Other \_\_\_\_\_

**Safety-Related Items (Put "none" if item does not exist)**

Door Knob Locks \_\_\_\_\_  
Keyed Deadbolt Locks \_\_\_\_\_  
Keyless Deadbolts \_\_\_\_\_  
Keyless Bolting Devices \_\_\_\_\_  
Sliding Door Latches \_\_\_\_\_



Sliding Door Security Bars \_\_\_\_\_  
 Sliding Door Pin Locks \_\_\_\_\_  
 Doorviewers \_\_\_\_\_  
 Window Latches \_\_\_\_\_  
 Porch and Patio Lights \_\_\_\_\_  
 Smoke Detectors (push button to test) \_\_\_\_\_  
 Alarm System \_\_\_\_\_  
 Fire Extinguishers (look at charge level BUT DON'T TEST!) \_\_\_\_\_  
 \_\_\_\_\_  
 Garage Door Opener \_\_\_\_\_  
 Gate Access Card(s) \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date of Move-In: \_\_\_\_\_  
 or  
 Date of Move-Out: \_\_\_\_\_

**SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Acknowledgment.** You agree you will complete and submit this form in accordance with this Lease and our Community Policies. You acknowledge you will inspect and test all safety-related items in the apartment, including smoke alarms and any other detector(s), and confirm that they are working, except as noted on your completed Inventory and Condition Form. All items will be considered to be in good and working condition unless otherwise noted. You acknowledge you will receive written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge that you will inspect the dwelling and confirm no signs of bed bugs or other pests are present, or, if bugs are present, that you will promptly report any bed bug or pest issues on this Inventory and Condition Form and through a written work order or other written repair request. You agree that this returned completed Inventory and Condition Form accurately reflects the condition of the apartment for purposes of determining any refund of deposit due to you when you move out. You acknowledge that if you do not return the form within 48 hours after move-in, we will consider the apartment to be clean, safe, free of pest or insect infestations, and in good working condition for purposes of determining any refund of deposit due to you at move-out.

*In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.*

Resident or Resident's Agent: \_\_\_\_\_ Date of Signing \_\_\_\_\_  
 Resident or Resident's Agent: \_\_\_\_\_ Date of Signing \_\_\_\_\_  
 Resident or Resident's Agent: \_\_\_\_\_ Date of Signing \_\_\_\_\_  
 Resident or Resident's Agent: \_\_\_\_\_ Date of Signing \_\_\_\_\_  
 Resident or Resident's Agent: \_\_\_\_\_ Date of Signing \_\_\_\_\_  
 Resident or Resident's Agent: \_\_\_\_\_ Date of Signing \_\_\_\_\_  
 Owner or Owner's Representative: By: \_\_\_\_\_ Date of Signing \_\_\_\_\_  
 Title: \_\_\_\_\_



**LEASE CONTRACT GUARANTY**

*Do not sign this form unless you understand that you have the same liability as all residents for rent and other monies owed.*

**Lease Contract Information**

**ABOUT LEASE:** Date of Lease Contract (top left hand corner of Lease Contract): \_\_\_\_\_

Owner's name: \_\_\_\_\_

Resident names (list all residents on Lease Contract): \_\_\_\_\_

Apt. No. \_\_\_\_\_ and street address of apartment being leased: \_\_\_\_\_

City/State/Zip of above apartment: \_\_\_\_\_

Monthly rent for apartment: \$ \_\_\_\_\_

Beginning date of Lease Contract: \_\_\_\_\_

Ending date of Lease Contract: \_\_\_\_\_

**Guarantor Information Use for one guarantor only (can include spouse of guarantor)**

**ABOUT GUARANTOR:** Full name (exactly as on driver's license or govt. ID card) \_\_\_\_\_

Current address where you live: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

(Please check one) Do you  own or  rent your home?

If renting, name of apartments: \_\_\_\_\_

Manager's name: \_\_\_\_\_

Phone: \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Sex: \_\_\_\_\_

Marital Status:  single  married  divorced  widowed  separated

Total number of dependents under the age of 18 or in college: \_\_\_\_\_

What relationship are you to the resident(s)?  parent  sibling

employer  other \_\_\_\_\_

Are you or your spouse a guarantor for any other lease?  Yes  No

If so, how many? \_\_\_\_\_

**YOUR WORK:** Present employer: \_\_\_\_\_

Employer's address: \_\_\_\_\_

Work phone: \_\_\_\_\_

Alternate phone: \_\_\_\_\_

Email address: \_\_\_\_\_

How long? \_\_\_\_\_

Position: \_\_\_\_\_

Your gross monthly income is over: \$ \_\_\_\_\_

Supervisor's name: \_\_\_\_\_

Phone: \_\_\_\_\_

**YOUR SPOUSE:** Full name (exactly as on driver's license or govt. ID card) \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Present employer: \_\_\_\_\_

How long? \_\_\_\_\_

Position: \_\_\_\_\_

Work phone: \_\_\_\_\_

Monthly gross income is over: \$ \_\_\_\_\_

**YOUR CREDIT/RENTAL HISTORY:**

Your bank's name: \_\_\_\_\_

City/State: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever:  been asked to move out?  broken a rental agreement?  declared bankruptcy? or  been sued for rent?

To your knowledge, has any resident listed in this Guaranty ever:  been sued for property damage?  been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: \_\_\_\_\_

In consideration for us to enter into the above Lease Contract with the Resident(s), as an inducement to us for making the Lease Contract, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, utility payments and all other sums which may become due under the Lease Contract.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us and that notice to you of any such amendments, modifications, roommate changes or deletions, unit changes, or renewals is not required. This is a continuing Guaranty and shall not be revoked by you. This Guaranty will remain effective until all obligations guaranteed by this Guaranty are completely discharged. We shall not be required to notify you of a default by the Resident in the Resident's commitments to us before proceeding against you under this Guaranty. You waive presentment, protest, notice, demand, or action on delinquency in respect of any such indebtedness or liability, including any right to require us to sue the resident or otherwise enforce payment.

If we, as owner of the apartment, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to you the guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the apartment is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. You are  required  not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the apartment is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.



**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. **BUY-OUT PROCEDURES.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least \_\_\_\_\_ days prior to the new termination date (i.e., your new move-out date), which (check one)  must be the last day of a month or  may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ \_\_\_\_\_; this is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement and is not a penalty but a separate bargained for consideration promised by you to us in exchange for our entering into this Addendum with you. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the buy-out fee is a reasonable estimate of such damages.
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

**Resident or Residents**  
(All residents must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **WHEN PAYABLE.** The buy-out fee in paragraph 4(f) is due and payable no later than \_\_\_\_\_ days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ \_\_\_\_\_ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. **SHOWING APARTMENT TO PROSPECTIVE RESIDENTS.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your apartment to prospective residents and telling them it will be available immediately after your new termination date.

7. **COMPLIANCE ESSENTIAL.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies.

8. **MISCELLANEOUS.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the apartment to a successor resident. We and any successor residents who may be leasing your apartment will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. **SPECIAL PROVISIONS.** Your right of buy-out (check one)  is or  is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(signs below)

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

**Date of Lease Contract**

\_\_\_\_\_



**LEASE ADDENDUM  
LIABILITY INSURANCE REQUIRED OF RESIDENT**

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.**

You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) or the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ \_\_\_\_\_ per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

**4. REQUIRED POLICY.**

You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ \_\_\_\_\_, from a carrier with an AM Best rating of A-VII

or better, licensed to do business in Indiana. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

**5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.**

**6. SUBROGATION ALLOWED.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

**7. YOUR INSURANCE COVERAGE.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: \_\_\_\_\_  
 \_\_\_\_\_

**8. DEFAULT.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

**9. MISCELLANEOUS.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

**10. SPECIAL PROVISIONS.**

\_\_\_\_\_  
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 \_\_\_\_\_

**I have read, understand and agree to comply with the preceding provisions.**

**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(signs here)*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**Date of Lease Contract**

\_\_\_\_\_

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** The purpose of this Addendum apartment mixed-use living environment. The area surrounding the apartment contains both residences and commercial businesses. These commercial entities will produce certain noises, sounds, and odors up to twenty-four (24) hours a day.

**4. RESIDENT ACKNOWLEDGEMENT.** By signing this Addendum, Resident acknowledges, understands and hereby agrees:

The apartment is located in the immediate area of commercial businesses, including, but not limited to, bars, nightclubs, restaurants and retail stores. Certain challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include these businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), vibrations, odors and smoke, which may penetrate the walls and floors of the apartment. Such challenges may occur up to twenty-four (24) hours a day.

**5. RESIDENT DUE DILIGENCE.** Landlord has encouraged resident to research the area around their apartment. You agree that you were given the opportunity to exercise due diligence by reading this Addendum and researching the area surrounding the apartment. You acknowledge and understand the risks disclosed herein. Having conducted your due diligence, you agree to fully assume the risks set forth in this Addendum.

**6. ASSUMPTION OF RISK / WAIVER.** You have chosen to reside at the apartment despite any inconveniences such as those disclosed herein or any other inconvenience, which may be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of inconvenience and nuisance related to residing in a apartment located in a mixed-use area. You agree that any inconvenience associated with the mixed-use and/or the surrounding area, such as, but not limited to, those disclosed herein, will not be deemed to give you any offset to rent obligations, nor will they be the basis for a complaint or a defense against us for rent relief, a complaint for constructive eviction, breach of any warranty of fitness and habitability, peaceful and quiet enjoyment of the apartment, nuisance, or any other claim, defense right or remedy. We shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc. that may occur as a result of their commercial business. As such, you waive any and all claims and defenses against us that arise out of or are in any way related to lights, noises, sounds, vibrations, smoke, odors or any other inconvenience that may be caused in the apartment by commercial businesses within the mixed-use area and/or their guests.

**7. SEVERABILITY.** If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
(All residents must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(Signs below)

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

**Date of Signing Addendum**

*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your apartment. That is why this addendum contains important information for you, and responsibilities for both you and us.*

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a apartment, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

**4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your apartment, you must do the following:

- Keep your apartment clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your apartment dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

**5. IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on apartment surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

**6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be





# Rights and Responsibilities of Tenants and Owners

## Affidavit of Occupancy

### SECTION 1 - Property Information

**Property Address:** \_\_\_\_\_  
\_\_\_\_\_

#### Owner and Property Manager info:

[Note: 1) physical street address required – P.O. Box is *unacceptable*; 2) if owned by a partnership (corporation), indicate the General Partner (President) using his/her personal home address]

##### Owner(s)

Name(s): \_\_\_\_\_

d/b/a: \_\_\_\_\_  
\_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone number: \_\_\_\_\_

##### Property Manager (if other than owner)

Name(s): \_\_\_\_\_

d/b/a: \_\_\_\_\_  
\_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Principal contact: (check one)  Owner  Property Manager

### SECTION 2 - Overview of Code (Tenant's Rights)

Below is a *partial* listing of property requirements/limitations set forth in the Muncie City Code. A complete copy of the code is available from the Building Commissioner's Office on the third floor of Muncie City Hall, 300 N. Walnut, Muncie, IN 47305. **Any violations should be reported to the landlord and a mutually agreeable time set by which the problem should be remedied. If after a reasonable amount of time after being brought to the attention of the landlord the defect is not corrected, it should be reported to the Building Commissioner's office (747-4862).**

#### Occupancy

According to the formula set forth in § 155.32 of Muncie's Housing Code, the number of occupants permitted for this unit is limited to a

maximum of \_\_\_\_\_ adult persons.

Square footage and number of bathrooms determine the maximum number of occupants. For two (2) adult occupants there must be 400 square feet of heated living space meeting code requirements; 650 sq. ft. for three (3) persons; 900 sq. ft. for four (4) persons; and 500 additional square feet for each occupant over four (4) up to a maximum of six (6). For each occupant over six (6), a variance is required as well as 500 square feet each. In addition to the square footage requirement, there must be a bathroom for each four (4) adult occupants.

## Parking

One “off street” parking space is **required for each adult occupant**. Without a variance, parking areas must conform to the Muncie City Code (may be obtained from the Building Commissioner’s office at City Hall 747-4862). Parking on grass is prohibited by law.

## Light, Ventilation, and Space

Each unit shall meet light and ventilation requirements. In general, all spaces or rooms shall be provided sufficient light and vent so as not to endanger health and safety.

Each unit shall have minimum square footage requirements for each sleeping room. The minimum bedroom requirement is 90 sq. ft. for 1 occupant or 60 sq. ft. for each additional occupant thereof. Also, the number of adult occupants shall not exceed twice the number of bedrooms.

## Plumbing and Fixtures

Each unit must include its own plumbing facilities which operate properly, can be used in privacy, are adequate for personal cleanliness and disposal of human waste. If provided, all kitchen fixtures shall function as indicated.

## Heating, Mechanical and Electrical

All equipment shall function as designed.

All units shall be capable of maintaining a room temperature of 70 degrees.

Every habitable room shall contain no less than 2 separate outlets, one of which may be switched and/or a ceiling fixture.

## Fire Safety

Every sleeping room must have approved, direct means of egress/exit to the exterior.

All units must have a smoke detector/alarm installed and functioning as per the Muncie City Code. It is the responsibility of the occupant to maintain the detector in good working condition.

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## SECTION 3 - General Responsibilities

### Responsibilities of Tenants

Cleanliness: Tenants must maintain in a sanitary condition the part of the structure and supplied fixtures he or she occupy or control.

Noise: Tenants shall not create noise that disturbs the comfort of others.

Trash: Every occupant shall be responsible for the removal of garbage from the unit.

Each Tenant is required to maintain his or her own copy of this Tenancy Agreement and Affidavit of Occupancy on the premises listed at the top of this form.

### Responsibilities of Owners (in addition to property requirements of Section 2 above)

Maintain public areas: While the landlord may require through a lease that the tenant mow the lawn, be responsible for general clean-up, etc., it is the Landlord’s responsibility to enforce such a clause. Ultimately, the City of Muncie may cite a landlord for violating a weed ordinance, maintaining a nuisance, etc. **if a situation results in repeated complaints to the Building Commissioner’s office**, regardless of the lease’s wording. The City of Muncie is not responsible for enforcing the provisions of any landlord’s lease.

Each Property Owner is responsible for ensuring this document is executed and is required to keep a copy on file. If managed by a third party, that Property Manager is required to have a copy on file.

SECTION 4 - Affidavit of Occupancy

Term of Lease \_\_\_\_\_ - \_\_\_\_\_

Under penalties of perjury, the undersigned hereby affirm and attest that:

1) The only occupants of the above named property (Section 1) are listed below and that no other person does or shall occupy these premises.

2) Each has read in its entirety Sections 2 & 3 regarding Overview of Code and Responsibilities of Tenants and Owners.

Tenant #1 Name: \_\_\_\_\_  
Permanent Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Tenant #2 Name: \_\_\_\_\_  
Permanent Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Tenant #3 Name: \_\_\_\_\_  
Permanent Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Tenant #4 Name: \_\_\_\_\_  
Permanent Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Tenant #5 Name: \_\_\_\_\_  
Permanent Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Tenant #6 Name: \_\_\_\_\_  
Permanent Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOT A VALID FORM

## NO-SMOKING ADDENDUM

Date: \_\_\_\_\_  
(when this Addendum is filled out)

*All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.*

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.** All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the

enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any apartment or building is also prohibited by this Addendum and other provisions of the Lease Contract.

**5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.** Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least \_\_\_\_\_ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your apartment  is  is not permitted.

The following outside areas of the community may be used for smoking: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

All state and local laws and ordinances regarding smoking must be followed by you and your occupants, family, guests and invitees. Please be aware that such laws and ordinances may vary by county and city.

**6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.** You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke free apartment community.

**7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

**8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.** We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of





**APARTMENT DESCRIPTION.** Apt. No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(street address), in \_\_\_\_\_  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_  
(zip code).

**LEASE CONTRACT DATE:** \_\_\_\_\_

**Owner's name:**

**Residents (list all residents):**

**Dear Resident(s):**

The following problem(s) have been reported or discovered in or about your apartment:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Loud Music / Excessive Noise             | <input type="checkbox"/> Unauthorized Occupant(s)               | <input type="checkbox"/> Foil on Window              |
| <input type="checkbox"/> Patio / Balcony Condition(s)             | <input type="checkbox"/> Unauthorized Pet(s)                    | <input type="checkbox"/> Illegal Parking             |
| <input type="checkbox"/> Trash by Entry / Improper Trash Disposal | <input type="checkbox"/> Unauthorized modification to apartment | <input type="checkbox"/> Smoking                     |
| <input type="checkbox"/> Disturbance                              | <input type="checkbox"/> Damage to Property                     | <input type="checkbox"/> Suspected Criminal Activity |
|   |   | <input type="checkbox"/> Other (Explain Below)       |

**Explanation:**

Please do the following (check one or more):

- Contact the owner's representative within 24 hours  in person or  by telephone at \_\_\_\_\_.
- Take the action necessary to correct the above issue within \_\_\_\_\_ days from the date this Notice was provided to you. Failure to make the necessary corrections on a timely basis will require additional action as outlined in your Lease Contract

Thank you for your cooperation.

\_\_\_\_\_  
**Date Notice was given to Resident**

\_\_\_\_\_  
**Owner or Owner's Representative**

**For Office Use Only:**

**Method of Delivery:**

- Hand-delivered to any of one of the residents named above
- Hand-delivered to any person \_\_\_\_\_ or older residing in the apartment
- Posted on the  inside  outside of the apartment's main entry door
- Sent by first-class mail;  Sent by certified mail, return receipt requested
- Sent by registered mail

**Corrective Measures Verified by Owner and When:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## NOTICE OF LATE PAYMENT

**APARTMENT DESCRIPTION.** Apt. No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ (street address), in  
\_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**Lease Contract Date:** \_\_\_\_\_

**Owner's name:**

**Residents (list all residents):**

**Dear Resident(s):**

According to our records, we have not received your full rental payment for the month(s) of \_\_\_\_\_, \_\_\_\_\_. As of the date of this notice, you are in default of your Lease Contract which requires full payment by the \_\_\_\_\_ of each month. Under your Lease Contract, a late fee of \$ \_\_\_\_\_ is due when payment is not made by the \_\_\_\_\_ of each month. The following amounts are currently due and must be paid to bring your account current:

The following amounts are due:

Rent: \$ \_\_\_\_\_ (Dates Applicable: \_\_\_\_\_ to \_\_\_\_\_)

Late Fee: \$ \_\_\_\_\_ (As of the Date of this Notice)

Utility: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_ (Explanation of Charges: \_\_\_\_\_)

Total: \$ \_\_\_\_\_

Please contact our office immediately. We request that you bring your account current upon receipt of this notice. Unless your account balance is brought current by \_\_\_\_\_, we will proceed with all appropriate legal action to obtain possession of the apartment.

Additional Requirements:

Date Notice was given to Resident

Signature of Owner or Owner's Representative

**For Office Use Only:**

**Method of Delivery:**

- Hand-delivered to any of one of the residents named above
- Hand-delivered to any person \_\_\_\_\_ or older residing in the apartment
- Posted on the  inside  outside of the apartment's main entry door
- Sent by first-class mail;  Sent by certified mail, return receipt requested
- Sent by registered mail

**APARTMENT DESCRIPTION.** Apt. No. \_\_\_\_\_ at \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: \_\_\_\_\_ Owner's name: \_\_\_\_\_

Residents (list all residents): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date you will move out and surrender premises: \_\_\_\_\_

- 1. CHANGES IN MOVE-OUT DATE.** Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the apartment is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.
- 2. DATE OF SURRENDER.** Under the Lease Contract, you surrender the apartment for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:
  - turn in all keys/access devices where you pay the rent;
  - the move-out date has passed and no one is living in the apartment;
  - abandon the apartment (as defined in the Lease Contract).
 All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the apartment must sign a new Lease Contract.
- 3. EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS.** Under the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including late payment charges, returned-check charges, damages, attorney's fees, and liability for increased holdover rents and Lease Contract extensions.
- 4. HOLDOVER.** If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for all damages as outlined in the Lease Contract.
- 5. CLEANING.** Under the Lease Contract, you must leave the apartment in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.
- 6. FORWARDING ADDRESSES.** Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.
- 7. RETAINING RECEIPT.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.
- 8. PROPER NOTICE.** When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA). Your advance notice must be at least the number of days notice required in the Lease Contract, even if your contract has become a month-to-month lease.
- 9. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification or disapproval before final refunding or accounting.
- 10. REASONS FOR MOVING.** (Optional)  
 \_\_\_\_\_  
 \_\_\_\_\_
- 11. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:  
 \_\_\_\_\_  
 \_\_\_\_\_  
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**Your Signature or Signatures**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Your Forwarding Address** (You must provide this information.)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

You may be contacted now at:  
 Home phone: (\_\_\_\_\_) \_\_\_\_\_  
 Work phone: (\_\_\_\_\_) \_\_\_\_\_  
 Date when you delivered this notice: \_\_\_\_\_

<p><b>FOR OFFICE USE ONLY</b></p> <p>Owner's representative who received notice: _____</p> <p>Date notice was received: _____</p> <p>Move-out date was <input type="checkbox"/> approved or <input type="checkbox"/> disapproved</p>
--



**Owner's Acknowledgment of Receiving Move-Out Notice**  
*(To be copied, returned to and kept by residents)*

We acknowledge receiving your notice of intent to move out of Apt. No. \_\_\_\_\_ in \_\_\_\_\_

\_\_\_\_\_  
*(name of apartment community), or street address (if house, duplex, etc.):* \_\_\_\_\_

Date of intended move-out: \_\_\_\_\_.

If move-out is approved, prorated rent (if any) through move-out date: \$ \_\_\_\_\_.

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

*Check only one of the following:*

- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your apartment to others.
- We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative: \_\_\_\_\_

Signature of our representative: \_\_\_\_\_

NOT A VALID FORM



**LEASE CONTRACT DATE:** \_\_\_\_\_

**OWNER'S NAME:** \_\_\_\_\_

\_\_\_\_\_

**RESIDENTS (LIST ALL RESIDENTS):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
(street address) in \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic. To ease the financial hardship and difficulties so many of our residents are facing, we are willing to waive certain late fees.

This notice relates to late fees for the non-payment of rent incurred during the period covering the dates beginning \_\_\_\_\_ and ending \_\_\_\_\_ (the "Waiver Period").

During the Waiver Period and provided you pay your monthly rent on or before the \_\_\_\_\_ of each month, we agree to waive the late fees that you incur under the Rent and Charges paragraph of your Lease Contract for the month in which rent is paid.

This waiver covers only late fees for the Waiver Period specified above. We are under no obligation to waive rent, other late fees, or other sums due or which will become due.

If you anticipate difficulty paying rent due to loss from the coronavirus, we encourage you to contact our team by calling \_\_\_\_\_ or by emailing \_\_\_\_\_.

Keep in mind that you will likely be asked to explain how you've personally been financially burdened by COVID-19. Depending on your situation, our response and any relief we may agree upon may vary.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

**SPECIAL PROVISIONS.**

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(Signs below)

\_\_\_\_\_



NOTICE REGARDING EXCLUSIVE SPACE



LEASE CONTRACT DATE: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

\_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(Street Address)

(City, State, Zip)

Re: Student Housing Lease (the "Lease") signed \_\_\_\_\_ between the resident named above and \_\_\_\_\_ (owner).

Dear Resident:

In accordance with the Lease specified above, this letter shall document the living space we have reserved for your exclusive use during the term of the Lease:

Building: \_\_\_\_\_

Unit No.: \_\_\_\_\_

Bedroom No.: \_\_\_\_\_

This letter agreement is intended to serve as an amendment to the Lease. Except as amended hereby, the Lease remains unmodified and in full force and effect. Please signify your agreement to the terms of this letter by signing below where indicated.

If you have any questions about this notice or the space assigned, please contact us at \_\_\_\_\_

SPECIAL PROVISIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Owner's Representative

AGREED AND ACKNOWLEDGED BY RESIDENT:

\_\_\_\_\_  
Name:

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







**NOTICE TO VACATE  
FOR LEASE VIOLATION**  
*(Do not use for non-payment of rent, utilities, or other sums)*

**APARTMENT DESCRIPTION.** Apt. No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ (street address), in  
\_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**LEASE CONTRACT DATE:** \_\_\_\_\_

**Owner's name:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Residents (list all residents):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dear Resident(s):**

You have violated your Lease Contract as noted below:

**Lease Contract Paragraph(s) or Rule Number(s):** \_\_\_\_\_

**Name of resident(s), occupant(s) or guest(s) in violation (if known):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Nature of Violation(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date(s) of Violation(s):** \_\_\_\_\_

The above violation(s) is/are a material breach of your Lease Contract. As such, we are exercising our right under the Lease Contract to terminate your rights of occupancy and possession, effective immediately. Should you fail to vacate your apartment within \_\_\_\_\_ days from the service of this notice, we will file an eviction suit against you to gain possession of the property. You are still responsible for all present and future rents and other charges due under your Lease Contract.

Delay or postponement of an eviction action does not waive our rights as provided by your Lease Contract or state law.

Should you have any questions, please contact: \_\_\_\_\_

Thank you for your cooperation.

\_\_\_\_\_  
**Date Notice was given to Resident**

\_\_\_\_\_  
**Owner or Owner's Representative**

**For Office Use Only:**

**Method of Delivery:**

- Hand-delivered to any of one of the residents named above
- Hand-delivered to any person \_\_\_\_\_ or older residing in the apartment
- Posted on the  inside  outside of the apartment's main entry door
- Sent by first-class mail;  Sent by certified mail, return receipt requested
- Sent by registered mail

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
 \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_  
 \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract ("Lease") for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** The Indiana Fair Housing Act allows the Owner to rent the apartment on the basis of a reasonable occupancy standard. An occupancy standard is presumed reasonable if:

- (1) it permits two (2) individuals per bedroom; and
- (2) the Owner:
  - (A) does not include infants less than one (1) year of age in the individuals per bedroom count under subdivision (1); and
  - (B) increases the number of individuals per apartment by considering whether the configuration of an apartment includes a:
    - (i) den;
    - (ii) library;
    - (iii) finished basement; or
    - (iv) loft;
 that could reasonably be used as a sleeping area, unless doing so would violate applicable state and local codes, including fire codes.

(c) The Owner is not required to consider a kitchen, dining room, living room, bathroom, hallway, or closet as a sleeping area.

**4. OCCUPANCY STANDARD.** Owner hereby adopts as Owner's Occupancy Standard the occupancy standard deemed presumed reasonable under the Indiana residential landlord tenant statute as set forth in paragraph 3 of this Addendum and that occupancy standard is hereby incorporated into and made part of this Addendum.

**5. REQUESTS FOR REASONABLE ACCOMMODATIONS.**  
**A. Generally.** We will make reasonable accommodations in our Occupancy Standard to the extent that such accommodations may be necessary to give you an equal opportunity to use and enjoy your apartment and the public and common use areas at the property.

**B. Request for Accommodation.** If you, or someone acting on your behalf, would like a reasonable accommodation, please submit a request to us using our "Request for Reasonable Accommodation" form. If you would like assistance filling out this form please let us know and we will be glad to provide assistance. We will need to know what accommodation is being sought. In addition, if the accommodation is for a disability that is not obvious, we may ask for information that is necessary to evaluate the disability-related need for the accommodation. We will only request information that is necessary for us to evaluate your request, and we will keep all information you provide confidential.

**6. OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation from our Occupancy Standard as promptly as possible. If we deny your request for a reasonable accommodation, we will explain in writing the reason for our denial and we will discuss with you whether there are other accommodations that we could provide that would meet your needs.

If you have any questions about this policy, you should contact:

by writing to:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Resident or Residents**  
*(All residents must sign)*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Owner or Owner's Representative**  
*(signs below)*

\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

**4. PACKAGE ACCEPTANCE.**

**A. Generally.** You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

**B. Limitations.** You understand and agree that we may refuse to accept any package for any reason or no reason at all.

**5. TIME LIMITATION.** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than \_\_\_\_\_ days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

**Resident or Residents** (All residents must sign)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.**

As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

**7. SEVERABILITY.** If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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 \_\_\_\_\_

**Owner or Owner's Representative** (Signs below)

\_\_\_\_\_  
 \_\_\_\_\_  
**Date of Signing Addendum**  
 \_\_\_\_\_

Date: \_\_\_\_\_  
(when this Addendum is filled out)

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

The term of this Parking Addendum is as follows:  
Begins on \_\_\_\_\_, \_\_\_\_\_ and  
ending on \_\_\_\_\_, \_\_\_\_\_.

**RESIDENT AND OWNER AGREE AS FOLLOWS:**

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned spaces at our sole discretion with advance notice.
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

**COST FOR PARKING**

Resident agrees to pay a onetime fee of \$ \_\_\_\_\_ per vehicle on or before the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. In alternative resident agrees to pay \$ \_\_\_\_\_ monthly per vehicle due on or before the \_\_\_\_\_ day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is \_\_\_\_\_ days delinquent in paying the required parking fee.

Resident agrees to pay \$ \_\_\_\_\_ NSF fee for all checks returned for non-sufficient funds.

**VEHICLE INFORMATION:**

**Vehicle 1**

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_

**Vehicle 2**

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_

**Vehicle 3**

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_





LEASE CONTRACT DATE: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

RESIDENTS (LIST ALL RESIDENTS):

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_
(street address) in \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

Dear Resident(s):

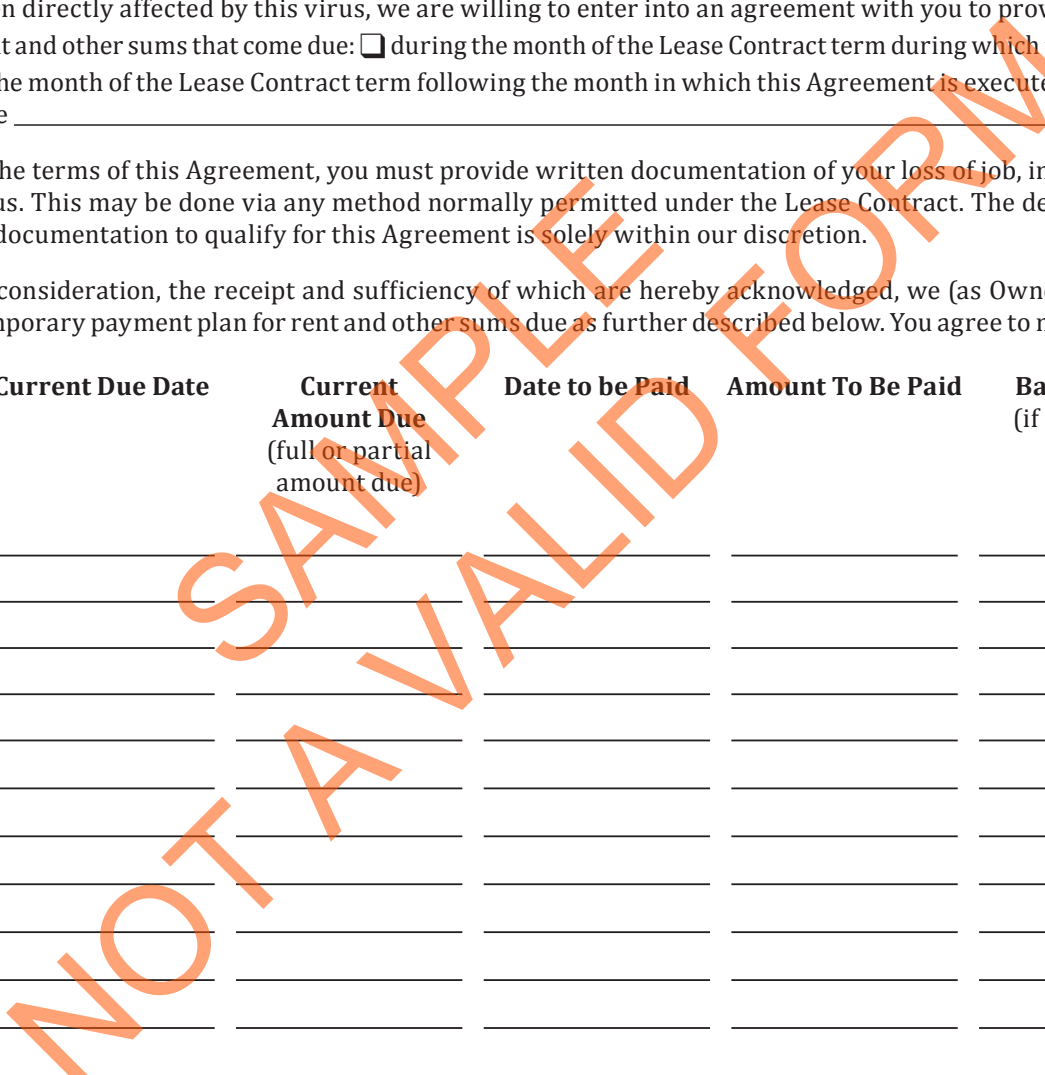
We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic.

For those who have been directly affected by this virus, we are willing to enter into an agreement with you to provide temporary flexibility for paying rent and other sums that come due: [ ] during the month of the Lease Contract term during which this Agreement is executed; [ ] during the month of the Lease Contract term following the month in which this Agreement is executed; or [ ] for the following period of time \_\_\_\_\_.

In order to qualify for the terms of this Agreement, you must provide written documentation of your loss of job, income, or other monetary hardship to us. This may be done via any method normally permitted under the Lease Contract. The determination of the sufficiency of such documentation to qualify for this Agreement is solely within our discretion.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we (as Owner) and you (as Resident) agree to a temporary payment plan for rent and other sums due as further described below. You agree to make payments as follows:

Table with 6 columns: Payment Item (rent or other nonrent item), Current Due Date, Current Amount Due (full or partial amount due), Date to be Paid, Amount To Be Paid, Balance Due (if applicable). The table contains multiple empty rows for data entry.



You understand and agree that your failure to comply with this Agreement is a material breach by you of the Lease Contract and a default under the Default by Resident paragraph of the Lease Contract for which we may sue you for eviction and entitles us to pursue any and all other legal remedies.

We will not pursue eviction for nonpayment of rent if the terms of this Agreement are met. If you do not timely comply with payment provisions set forth herein, we may in our sole discretion pursue eviction for nonpayment of rent and any other remedy under the Lease Contract and state and/or local laws. To the fullest extent authorized by applicable state and local law, we do not waive any right to commence eviction proceedings against you for any breach of this Payment Plan Agreement or any other breach of the Lease Contract or state or local law.

Our choice to enforce, not enforce or delay enforcement of the due date or amount of any payment due under this Agreement or the Lease Contract isn't a waiver under any circumstances.

Nothing contained in this Agreement waives, limits, prejudices or adversely affects any of our rights, remedies or powers under the Lease, by statute, at law or in equity, all of which rights, remedies and powers are expressly reserved, and all other terms and conditions of the Lease Contract not in conflict with this Agreement shall remain in full force and effect.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

**SPECIAL PROVISIONS.**

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**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

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**SAMPLE FORM**  
**NOT A VALID FORM**



**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Occupants (list all occupants):  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** As further consideration for entering into the Lease Contract and by signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

**A. CONSENT FOR MINOR OCCUPANTS.** By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/ or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

**4. PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

**5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS.** You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

**6. RELEASE OF LIABILITY.** You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

**7. REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(Signs below)*

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**Date of Signing Addendum**

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NOT A VALID FORM  
SAMPLE



To: \_\_\_\_\_

Dear Resident or Applicant:

On \_\_\_\_\_ (date), you requested a reasonable accommodation and/or modification to the apartment located at Apt. No. \_\_\_\_\_, \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**We have approved your request, as follows (check all that apply):**

**We will grant the following accommodation(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**We will allow the following modification(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The foregoing modification shall be made**  **at your expense**  **at our expense.**

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**After careful consideration, we have not approved your request because (check all that apply):**

Based on the information provided it does not appear that you are a person with a disability within the meaning of the Fair Housing Act.

The accommodation and/or modification you requested is either not reasonable and/or not necessary because:

We have concluded that the specific accommodation and/or modification that you are requesting will impose an undue financial and administrative burden on our operations or will create a substantial risk of harm to you or to other persons in the community.

We have concluded that the specific accommodation and/or modification you have requested will fundamentally alter the nature of services or resources that this community provides.

Based on the information provided, it does not appear that the accommodation and/or modification you have requested is related to your disability.

Based on the information provided, it does not appear that the accommodation and/or modification you have requested is necessary to allow you an equal opportunity to use and enjoy your housing.

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you feel we have made this decision in error, or if there is additional information you would like to provide us that you believe is relevant to our decision, we would like to discuss this matter with you. Please feel free to contact \_\_\_\_\_ [name of housing representative] to schedule an appointment.

Note that if there are alternative accommodations and/or modifications that you believe would be equally as effective as the accommodation or modification we are unable to provide, we are happy to consider those as well in a follow up discussion.

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**Date**

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**Owner or Owner's Representative Signature**

**SAMPLE FORM  
NOT A VALID FORM**

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_

**3. EQUAL HOUSING OPPORTUNITY POLICY.** We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

**4. PURPOSE OF POLICY.** A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual apartment. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

**5. DEFINITIONS.**

- A. Disability.** The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.
- B. Reasonable Modifications.** A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of apartments and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

**C. Reasonable Accommodation.** A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a apartment, including public and common areas.

**6. REQUESTS FOR REASONABLE MODIFICATIONS.**

- A. Generally.** If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your apartment or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your apartment.
- B. Reasonable Modification Expenses.** Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.
- C. Permission Required, Evaluation of Disability.** If you would like to request a reasonable modification to your apartment or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.
- D. Reasonable Assurances.** Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the apartment to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.
- E. Restoration Reimbursement.** At the end of your tenancy, you may be responsible to restore the interior of your apartment to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your apartment in excess of ordinary wear and tear.
- F. Alternative Modification.** Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

**7. REQUESTS FOR REASONABLE ACCOMMODATIONS.**

**A. Generally.** We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your apartment, and the public and common areas of the premises, and as otherwise required by law.

**B. Request for Accommodation, Evaluation of Disability.** If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

**C. Alternative Accommodation.** Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

**8. OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

**9. AMENDMENT TO POLICY.** This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

\_\_\_\_\_   
by writing or calling:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Resident or Residents**  
*(All resident's must sign)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_

**Date of Signing**

\_\_\_\_\_

NOT A VALID FORM





DATE: \_\_\_\_\_

NAME OF RESIDENT or APPLICANT: \_\_\_\_\_

APARTMENT DESCRIPTION: Apt. No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

You have requested a reasonable accommodation or reasonable modification with regard to your housing.

**1. Do you consider yourself to have a disability? NOTE: The Fair Housing Act defines a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities.** Yes     No     I don't know**2. Please describe the reasonable accommodation and/or modification you are requesting (check all that apply):** I am requesting the following reasonable accommodation (a "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a apartment, including public and common use spaces):

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 I am requesting the following reasonable modification to the premises (a "reasonable modification" is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises):

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**3. Please describe how the requested accommodation or modification is necessary because of your disability. You do not need to disclose any medical information or the nature or severity of the disability; we simply need to know how your requested accommodation and/or modification is necessary and related to your disability.**

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If we need additional information to evaluate your request, we will let you know. If we will need to seek verification of either the existence of the disability or the disability-related need for the accommodation and/or modification you have requested, we will ask that you identify a third-party who has familiarity with your disability in a professional setting to complete a verification form we will provide. You will also be asked to sign a release allowing said third-party to respond to the verification request.

**I hereby state that all of the information provided by me in this Request Form is true to the best of my knowledge and understanding.**\_\_\_\_\_  
Resident or Applicant Signature\_\_\_\_\_  
Date

Dear Verifier:

\_\_\_\_\_ (property) provides reasonable accommodations and/or modifications to our residents with disabilities who have a disability-related need for the reasonable accommodation and/or modification. A reasonable accommodation is a change, exception, or adjustment made to a rule, policy, practice or service **that is necessary because of a disability** for the resident to have an equal opportunity to use and/or enjoy an apartment community. A “reasonable modification” is a physical and/or structural change to the apartment and/or common areas **that is necessary because of a disability** for the resident to have an equal opportunity to fully use and/or enjoy an apartment community. The signed release below authorizes you to provide the information requested on this form relating to the resident’s/applicant’s request for an accommodation and/or modification due to a disability.

**Name of Resident or Applicant (print):** \_\_\_\_\_

Request for Reasonable Accommodation and/or Modification (what specific accommodation and/or modification is the Resident or Applicant requesting?):

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**Signature of Resident or Applicant:** \_\_\_\_\_

*By signing this Verification Form, the person identified above has authorized the verifier identified below to provide answers to the questions below to the best of his/her knowledge, solely for the purpose of determining the disability-related need for the accommodation and/or modification requested.*

1. Is this Resident/Applicant disabled? State and federal laws define a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities. This definition does not include the current illegal use of controlled substances.

Yes       No       I don't know

2. Please describe in what manner this disability substantially limits one or more of the Resident’s/Applicant’s major life activities (Do NOT reveal the specific NATURE OR SEVERITY of the individual’s disability):

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3. Does this Resident/Applicant need the accommodation and/or modification requested above to alleviate one or more symptoms of the person’s disability so that the person can have an equal opportunity to use and/or enjoy his/her housing?

Yes       No

4. If yes, please describe how this accommodation will enable the Resident/Applicant to use and/or enjoy this housing.

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5. Do you have (or have you in the past had) a therapeutic relationship with \_\_\_\_\_ with regard to this person's disability **for purposes other than verifying the stated need for an assistance animal in housing as a reasonable accommodation to that disability?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Are you licensed in Indiana?

Yes       No, I am licensed in \_\_\_\_\_ (state)

My profession is not required to be licensed

\_\_\_\_\_  
Name and professional title of Verifier

\_\_\_\_\_  
Signature of Verifier

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**PLEASE RETURN THIS FORM TO:**

Name: \_\_\_\_\_

c/o: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

**NOT A VALID FORM**



**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.**

- Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.
- Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

**4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.**

- If a remote control is lost, stolen or damaged, a \$ \_\_\_\_\_ fee will be charged for a replacement.
- If a card is lost, stolen or damaged, a \$ \_\_\_\_\_ fee will be charged for a replacement card.
- We may change the code(s) at any time and notify you accordingly.

**5. REPORT DAMAGE OR MALFUNCTIONS.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

**6. FOLLOW WRITTEN INSTRUCTIONS.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

**7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

**8. RULES IN USING VEHICLE GATES.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.





**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
 \_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. CONCESSION/DISCOUNT AGREEMENT.** As consideration for your agreement to remain in your apartment and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

(Check all that apply)

**One-Time Concession.** You will receive a One-Time Concession off the rent indicated in the Lease Contract in the total amount of \$ \_\_\_\_\_. This Concession will be credited to your rent due for the month(s) of:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Monthly Discount/Concession.** The rent indicated in the Lease Contract includes a Monthly Discount of \$ \_\_\_\_\_ per month off of the suggested rental rate for your apartment.

**Other Discount/Concession.** You will receive the following discount off the rent indicated in the Lease Contract:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. CONCESSION CANCELLATION AND CHARGE-BACK.**

The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all (Check all that apply)

- Concessions
- Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

**5. MARKET RENT.**

The market rent for this apartment is the rent stated in the Lease Contract. You acknowledge that the market rent is a fair representation of what the specific apartment would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar apartment at comparable properties.

**6. SPECIAL PROVISIONS.**

The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
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**Resident or Residents**  
 (All residents must sign here)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Owner or Owner's Representative**  
 (signs here)

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

**Date of Lease Contract**



**RENTAL APPLICATION FOR  
RESIDENTS AND OCCUPANTS**  
(Each co-applicant and each occupant 18 years old  
and over must submit a separate application.)



Date when filled out: \_\_\_\_\_

**APPLICANT INFORMATION**

Full Name (Exactly as it appears on Driver's License or Govt. ID card) \_\_\_\_\_

Former Name (if applicable) \_\_\_\_\_ Gender (Optional) \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Home Phone Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_ Work Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Marital Status:  single  married  widowed  separated Do you or any occupant smoke?  yes  no

I am applying for the apartment located at: \_\_\_\_\_

Is there another co-applicant?  yes  no

Co-applicant Name \_\_\_\_\_

Email \_\_\_\_\_

Co-applicant Name \_\_\_\_\_

Email \_\_\_\_\_

Co-applicant Name \_\_\_\_\_

Email \_\_\_\_\_

Co-applicant Name \_\_\_\_\_

Email \_\_\_\_\_

Co-applicant Name \_\_\_\_\_

Email \_\_\_\_\_

**OTHER OCCUPANTS**

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

NOT A VALID FORM

**RESIDENCY INFORMATION**

Current Home Address (where you live now)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Monthly Payment

Apartment Name \_\_\_\_\_

Landlord/Lender Name \_\_\_\_\_ Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

(The following is only applicable if at current address for less than 6 months.)

Previous Home Address (where you live now)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Monthly Payment

Apartment Name \_\_\_\_\_

Landlord/Lender Name \_\_\_\_\_ Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

**EMPLOYMENT INFORMATION**

Present Employer \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Work Phone \_\_\_\_\_  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Gross Monthly Income

Position \_\_\_\_\_

Supervisor Name \_\_\_\_\_ Phone \_\_\_\_\_

(The following is only applicable if at current employer for less than 6 months.)

Previous Employer \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Work Phone \_\_\_\_\_  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Gross Monthly Income

Position \_\_\_\_\_

Supervisor Name \_\_\_\_\_ Phone \_\_\_\_\_

**ADDITIONAL INCOME**

(Income must be verified to be considered)

Type \_\_\_\_\_ Source \_\_\_\_\_ \$ \_\_\_\_\_  
Gross Monthly Amount  
Type \_\_\_\_\_ Source \_\_\_\_\_ \$ \_\_\_\_\_  
Gross Monthly Amount

**CREDIT HISTORY (if applicable)**

If applicable, please explain any past credit problem:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RENTAL/CRIMINAL HISTORY**

(Check only if applicable)

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of an apartment before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime?

Please indicate the year, location and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. *You represent the answer is "no" to any item not checked above.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERRAL INFORMATION**

How did you find us?

- Online search. Website address: \_\_\_\_\_
- Referral from a person. Name: \_\_\_\_\_
- Social Media. Which one? \_\_\_\_\_
- Other \_\_\_\_\_

**EMERGENCY CONTACT**

Emergency contact person over 18, who will not be living with you:

Name _____		Relationship _____	
Address _____		City _____	
State _____	Zip Code _____	Home Phone # _____	Cell Phone # _____
Work Phone # _____		Email Address _____	

**VEHICLE INFORMATION (if applicable)**

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.).

Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____

**PET INFORMATION (if applicable)**

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	
Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	

**APPLICATION AGREEMENT**

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease Contract. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease Contract. In order to continue with this application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

1. **Lease Contract Information.** The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.
2. **Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit or other amounts owed under the Lease Contract when the Lease Contract has been signed.
3. **Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit or other amounts owed under the Lease Contract when the Lease Contract has been signed.
4. **If you Fail to Sign Lease Contract After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we terminate all further obligations under this Agreement.*
5. **If You Withdraw Before Approval.** *If you or any co-applicant withdraws an Application before it is approved or denied or notifies us that you've changed your mind about renting the apartment, we'll be entitled to retain the application fee as liquidated damages, and the parties will then have no further obligation to each other.*
6. **Approval/Non-Approval.** We will notify you whether you've been approved within 10 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 10 days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 10-day time period may be changed only by separate written agreement.
7. **Refund after Non-Approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits (but not the application fee) within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
8. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 4, 6, or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.

**APPLICATION AGREEMENT (CONTINUED)**

**9. Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.

**10. Application Submission.** Submission of a rental application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease Contract.

**DISCLOSURES**

**1. Application Fee (Non-Refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. **Payment of the application fee does not guarantee that your application will be accepted.** The application fee partially defrays the cost of administrative paperwork. **It is non-refundable.**

**2. Application Deposit (may or may not be refundable).** In addition to any application fee(s), you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. The application deposit will be credited toward the required security deposit or other amounts owed under the Lease Contract when the Lease Contract has been signed by all parties; OR, it will be refunded under paragraph 7 of the Application Agreement if your application is not approved.

**3. Fees Due. Your Rental Application will not be processed until we receive your completed Rental Application (and the completed Rental Application of all co-applicants, if applicable) and the following fees:**

- 1. Application fee (non-refundable): \$ \_\_\_\_\_
- 2. Application deposit (may or may not be refundable): \$ \_\_\_\_\_

**4. Completed Application.** Your Rental Application for Residents and Occupants will not be considered "completed" and will not be processed until we receive the following documentation and fees:

- 1. Your completed Rental Application;
- 2. Completed Rental Applications for each co-applicant (if applicable);
- 3. Application fees for all applicants;
- 4. Application deposit for the Unit.

**5. Notice to or from Co-Applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.

**AUTHORIZATION AND ACKNOWLEDGMENT**

**AUTHORIZATION**

I authorize \_\_\_\_\_

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

**Payment Authorization**

I authorize \_\_\_\_\_

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

**Non-Sufficient Funds and Dishonored Payments.**

If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

- (i) Applicant shall pay to us the NSF Charge; and
- (ii) We reserve the right to refer the matter for criminal prosecution

**ACKNOWLEDGMENT**

You declare that all your statements in this Application are true and complete. You authorize us to verify the same through any means. If you fail to answer any question(s) or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover all attorney's fees and litigation costs from the losing party. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.

\_\_\_\_\_  
**Applicant's Signature**

\_\_\_\_\_  
**Date**

**FOR OFFICE USE ONLY**

\_\_\_\_\_  
**Apt. name or apartment address (street, city)**

\_\_\_\_\_  
**Unit # or type**

\_\_\_\_\_  
**Person accepting application**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Person processing application**

\_\_\_\_\_  
**Phone**

Applicant or Co-applicant was notified by  telephone  letter  email, or  in person of  acceptance or  non-acceptance on \_\_\_\_\_

(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)

Name of person(s) who were notified (at least one applicant must be notified if multiple applicants):

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Name of owner's representative who notified above person(s)

**ADDITIONAL COMMENTS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**LEASE CONTRACT AMENDMENT  
TO ADD OR CHANGE A ROOMMATE  
DURING LEASE TERM**

*(This amendment is not intended for use after the original lease term has expired.)*

Date: \_\_\_\_\_  
(when this Amendment is filled out)

**1. PURPOSE OF AMENDMENT.** This is an Amendment to the Lease Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year) between (owner) \_\_\_\_\_

and ("residents") (list all original residents in paragraph 1 of Lease Contract) \_\_\_\_\_

on the apartment located at \_\_\_\_\_

in \_\_\_\_\_, Indiana. The purpose of this Amendment is to (check one or both):  add a new resident, or  delete an existing resident who is moving or has already moved out.

**2. NEW RESIDENT.**

\_\_\_\_\_ ("new resident") may move into the apartment as a resident under the Lease Contract.

**3. OLD RESIDENT.**

\_\_\_\_\_ ("old resident") (check one)  has moved out or  will move out. Upon move-out, old resident may no longer live in the apartment. The old resident  is or  is not released from the obligation to perform under the Lease Contract. If the old resident is not released, he or she will continue to be obligated to perform under the Lease Contract if the new or remaining residents fail to perform their obligations under the Lease Contract.

**4. REMAINING RESIDENTS.** The residents who earlier signed the Lease Contract and are not moving out ("remaining residents") will continue to be obligated to perform under the Lease Contract.

**5. CHANGEOVER DATE.** New resident may move in on \_\_\_\_\_, \_\_\_\_\_ (year) ("change-over date"). Old resident will move out before that date.

**6. SECURITY DEPOSIT.** The security deposit will be handled as follows (check one or more as appropriate):

- Old resident will transfer his or her share of the existing security deposit to new resident, and new resident will be entitled to old resident's undivided share of any security deposit refund at the end of the Lease Contract term or renewal period, less lawful deductions.
- Old resident will *not* transfer his or her share of the existing security deposit to new resident.

Old resident will be entitled to a refund of \$ \_\_\_\_\_ of the existing security deposit within 30 days after old resident moves out (less lawful deductions), and such amount will be mailed to old resident at the forwarding address below.

Old resident will be entitled to be a co-payee of any security deposit refund, less lawful deductions, within 30 days after all residents move out at the end of the Lease Contract term.

New resident will pay \$ \_\_\_\_\_ to owner as an extra general security deposit, in addition to existing security deposits being held by owner.

**7. GUARANTORS.** New resident will (check one):

have the following guarantor(s) guarantee the Lease Contract: \_\_\_\_\_; or

*not* have any guarantor guarantee the Lease Contract.

Any guarantor for old resident will (check one of the following if old resident has a guarantor):

continue to be liable under the Lease Contract until the end of the original Lease Contract term; or

be released from liability under the guaranty when this Amendment becomes effective.

**8. DAMAGES AND CHARGES.** New resident accepts the apartment in the condition existing at the beginning of the Lease Contract term according to the move-in inventory signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.

**9. EXISTING KEYS.** Old resident (check one)  has turned over or  will turn over his or her key(s) and access device(s) to (check one)  new resident,  remaining residents,  owner, or  not applicable.

**10. REKEYING.** The apartment has a *keyless* deadbolt (keyless bolting device) on each exterior entry door. Owner is not required to rekey *keyed* locks when roommates are added or changed; but new resident and remaining residents can request rekeying at their expense. New resident and remaining residents (check one)  do or  do not request that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is requested. If requested, the rekeying charge will be \$ \_\_\_\_\_.

**11. EFFECTIVE DATE.** This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing):

- new resident has completed and signed a Rental Application;
- any guarantors required under paragraph 7 have completed, signed, and returned a Lease Contract Guaranty to owner;
- owner has approved the Rental Application of new resident and the Guaranty by any guarantor;
- new resident complies with paragraph 6 regarding security deposits; and
- this Amendment is signed by all parties.



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased apartment, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. NUMBER AND SIZE.** You may install \_\_\_\_\_ satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

**4. LOCATION.** Your satellite dish or antenna must be located: (1) inside your apartment; or (2) in an area outside your apartment such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

**5. SAFETY AND NON-INTERFERENCE.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

**6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF APARTMENT.**

You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your apartment (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your apartment only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the apartment; or (5) any other method approved by us in writing.

**7. SAFETY IN INSTALLATION.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

**8. MAINTENANCE.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

**9. REMOVAL AND DAMAGES.** You must remove the satellite dish or antenna and all related equipment when you move out of the apartment. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

**10. LIABILITY INSURANCE.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ \_\_\_\_\_, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

**11. SECURITY DEPOSIT.** An additional security deposit of \$ \_\_\_\_\_ will be charged. The security deposit amount in the Lease Contract (check one)  does or  does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit amount is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

**12. WHEN YOU MAY BEGIN INSTALLATION.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

**13. MISCELLANEOUS.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

**14. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
\_\_\_\_\_  
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**Resident or Residents**  
*(All residents must sign here)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
*(signs here)*

By:  
Title:

\_\_\_\_\_

**Date of Lease Contract**

\_\_\_\_\_

NOT A VALID FORM



**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
 \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_  
 \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** We recognize that you have special circumstances that require a short-term Lease Contract. By entering this Addendum with you, we have agreed to modify the terms of your Lease Contract to allow more flexibility in your lease term and move-out notice.

**4. LEASE CONTRACT TERMS.** The language of the Lease Terms paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ends at midnight on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year).

The Lease Contract, as amended by this Addendum, does not automatically renew. The Lease Contract will terminate on the date indicated above, unless you provide us with a written request to renew or extend the Lease Contract term **and** we give you written or electronic approval of your request.

**5. WAIVER AND MODIFICATION OF MOVE-OUT NOTICE.** The language of the Move-Out Notice paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

We agree to waive the move-out notice required to be given by you prior to the end of the Lease Contract term. As a courtesy, we request that you provide us with a written notice of your move-out date.

**Resident or Residents**  
*(All residents must sign)*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Moving out prior to the end of the Lease Contract term will not release you from liability for the full term of the Lease Contract, any renewal term(s), and/or lease extensions. You will still be liable for the entire Lease Contract term if you move out early (Early Move-Out paragraph), except as otherwise expressly set forth in the Lease Contract.

**6. SHOWING THE UNIT.** We may begin showing your unit to prospective residents 30 days before your Lease Contract term ends, per the When We May Enter paragraph of the Lease Contract.

**7. OTHER RIGHTS UNCHANGED.** Except as otherwise expressly set forth in this Addendum, all other contractual rights and obligations of both you and us under the Lease Contract remain unchanged.

**8. OBLIGATION TO VACATE.** You have an obligation to vacate the apartment at the end of the Lease Contract term. Please contact us if moving out by the end of the Lease Contract term becomes a problem for you. You may be able to extend your Lease Contract term if we have not already relet the apartment to others. We and any successor residents who may be leasing your unit will be relying on your moving out per the Lease Contract termination date. Therefore, you may not hold over beyond such a date without our written or electronic consent—even if it means you have to make plans for temporary lodging elsewhere. **You will be subject to the terms and conditions of the Default by Resident paragraph of the Lease Contract should you hold over.**

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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**10. SEVERABILITY.** If any provision of this Addendum or Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_



**ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL**

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.**

Without limiting the prohibition in the Lease on subletting and assignment and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting or renting to any third party, or allowing occupancy by any third party, of all or any portion of the apartment, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

**4. PROHIBITION ON LISTING OR ADVERTISING APARTMENT ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.**

You agree not to list or advertise the apartment as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the apartment on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

**5. VIOLATION OF LEASE AGREEMENT.**

Your Lease Contract allows for use of your apartment as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your apartment unless expressly permitted by law. Separately, your Lease Contract prohibits subletting

or occupancy by others of the apartment for any period of time without our prior written consent. Permitting your apartment to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

**6. REMEDY FOR VIOLATION.**

Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

**7. RESIDENT LIABILITY.**

You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your apartment in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

**8. SEVERABILITY.**

If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

**9. SPECIAL PROVISIONS.**

The following special provisions control over conflicting provisions of this printed form:  
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**Resident or Residents**  
*(All residents must sign)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_

**Date of Signing Addendum**

**LEASE INFORMATION**

**About the Lease:**

Owner's name (or name of apartments): \_\_\_\_\_

\_\_\_\_\_

Resident name: \_\_\_\_\_

Street address: \_\_\_\_\_

Unit No.: \_\_\_\_\_

Bedroom No.: \_\_\_\_\_ (if available)

**OR** Floorplan: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Rent for the term: \$ \_\_\_\_\_

Installment amount: \$ \_\_\_\_\_

Number of installments: \_\_\_\_\_

Beginning date of Lease: \_\_\_\_\_

Ending date of Lease: \_\_\_\_\_

**GUARANTOR INFORMATION** Use for one guarantor only.

**About the Guarantor:**

Full name (exactly as on driver's license or govt. ID card): \_\_\_\_\_

Current address: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternative number or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

1. **Scope of Liability.** Each guarantor must submit and execute a separate Guaranty Agreement. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. The term "you" in this Guaranty Agreement refers to the guarantor.
2. **Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
3. **Location of Performance and Payments.** This Guaranty Agreement is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty Agreement must be made in accordance with the Lease.
4. **Your Information.** You represent that all information submitted by you on this Guaranty Agreement is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
5. **Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty Agreement.
6. **Signature.** A fax or electronic signature on this Guaranty Agreement will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty Agreement.
7. **Copy of Lease.** We recommend that you obtain a copy of the Lease and read it. This Guaranty Agreement applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
8. **Your Acknowledgments.** You acknowledge that by signing this Guaranty Agreement you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, reletting charges, and all other sums which may become due under the Lease.
9. **Severability.** If any provision of this Guaranty Agreement is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty Agreement.
10. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor (electronic signature documented if blank)

\_\_\_\_\_  
Date Guaranty Agreement is Executed

After signing, please return this Guaranty Agreement to: \_\_\_\_\_

at (street address or P.O. Box ) \_\_\_\_\_

Our telephone number is: \_\_\_\_\_

**You are entitled to a copy of this Guaranty Agreement when it is fully signed. Keep it in a safe place.**

**FOR OFFICE USE ONLY**

Signature of Guarantor was verified by owner's representative.

Verification was by  phone **OR**  in person **OR**  virtual.

Date(s) of verification: \_\_\_\_\_

Telephone numbers called (if applicable): \_\_\_\_\_

Owner's representative who talked to Guarantor: \_\_\_\_\_

## STUDENT LEASE GUARANTY APPLICATION AND AGREEMENT

*Do not sign this Guaranty unless you understand that you have the same liability as the resident for rent and other money owed.*

### LEASE INFORMATION

**About the Lease:**

Owner's name (or name of apartments): \_\_\_\_\_

**OR** Floorplan: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Resident name: \_\_\_\_\_

Rent for the term: \$ \_\_\_\_\_

Street address: \_\_\_\_\_

Installment amount: \$ \_\_\_\_\_

Number of installments: \_\_\_\_\_

Unit No.: \_\_\_\_\_

Beginning date of Lease: \_\_\_\_\_

Bedroom No.: \_\_\_\_\_ (if available)

Ending date of Lease: \_\_\_\_\_

### GUARANTOR INFORMATION *Use for one guarantor only.*

**About the Guarantor:**

Full name (exactly as on driver's license or govt. ID card): \_\_\_\_\_

Birthdate: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

Current address: \_\_\_\_\_

**OR** govt. photo ID card #: \_\_\_\_\_

Marital status: \_\_\_\_\_ Gender (Optional): \_\_\_\_\_

Phone: \_\_\_\_\_

Total number of dependents under the age of 18 or in college: \_\_\_\_\_

Alternative number or cell phone: \_\_\_\_\_

Do you own **OR** rent your home? \_\_\_\_\_ If renting, name of apartments: \_\_\_\_\_

Email address: \_\_\_\_\_

Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

What relationship are you to the resident(s)? \_\_\_\_\_

Are you or your spouse a guarantor for any other lease? \_\_\_\_\_

If so, how many? \_\_\_\_\_

**Your Work:**

Current employer: \_\_\_\_\_

Email address: \_\_\_\_\_

Employer's address: \_\_\_\_\_

How long with this employer?: \_\_\_\_\_

Work phone: \_\_\_\_\_

Position: \_\_\_\_\_

Alternative phone: \_\_\_\_\_

Your gross monthly income is: \$ \_\_\_\_\_

Supervisor's name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Your Credit and Rental History:**

Your bank's name: \_\_\_\_\_

an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: \_\_\_\_\_

City/State: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever:  been asked to move out?  broken a rental agreement?  declared bankruptcy? or  been sued for rent?

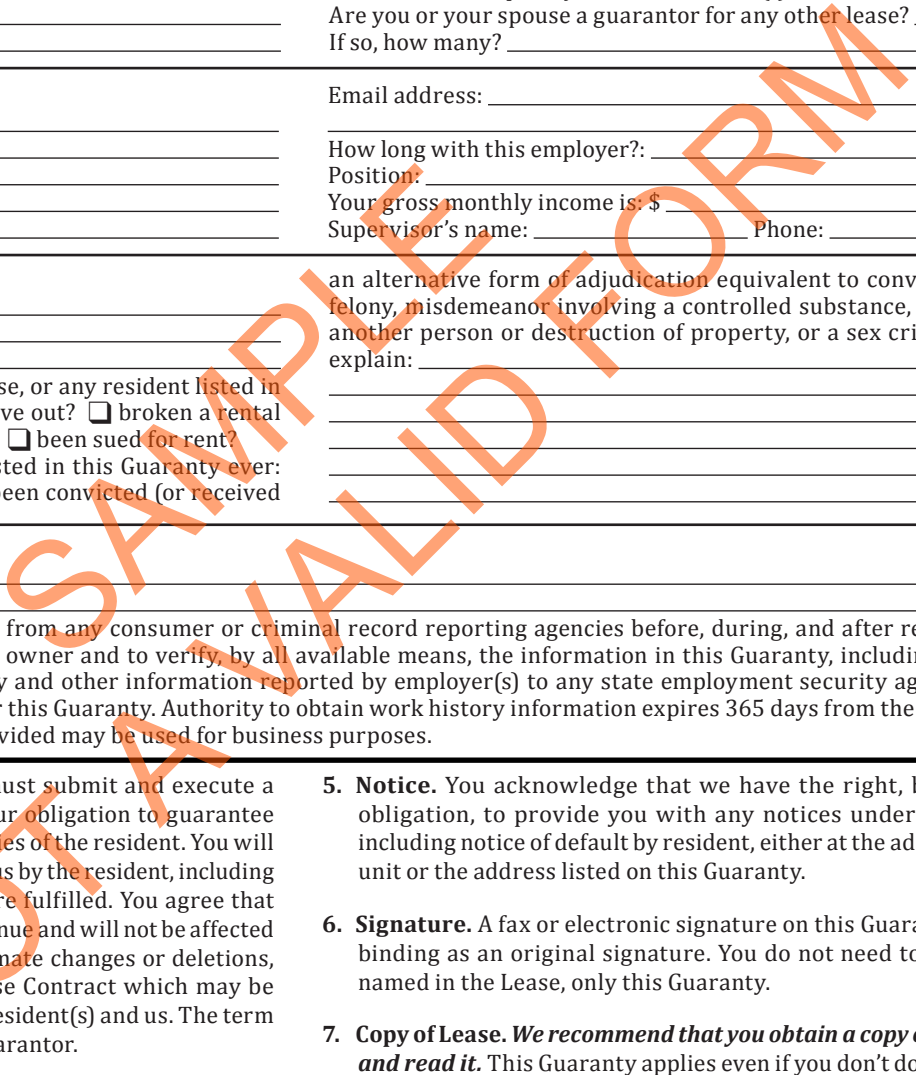
To your knowledge, has any resident listed in this Guaranty ever:  been sued for property damage?  been convicted (or received

**Authorization and Acknowledgment:**

You authorize: \_\_\_\_\_

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner and to verify, by all available means, the information in this Guaranty, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Guaranty. Authority to obtain work history information expires 365 days from the date of this Guaranty. You agree the information provided may be used for business purposes.

1. **Scope of Liability.** Each guarantor must submit and execute a separate Guaranty. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. The term "you" in this Guaranty refers to the guarantor.
2. **Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
3. **Location of Performance and Payments.** This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be made in accordance with the Lease.
4. **Your Information.** You represent that all information submitted by you on this Guaranty is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
5. **Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty.
6. **Signature.** A fax or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.
7. **Copy of Lease.** *We recommend that you obtain a copy of the Lease and read it.* This Guaranty applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
8. **Your Acknowledgments.** *You acknowledge that by signing this Guaranty you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, reletting charges, and all other sums which may become due under the Lease.*
9. **Severability.** If any provision of this Guaranty is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty.



**10. Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

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\_\_\_\_\_  
Signature of Guarantor (*electronic signature documented if blank*)

\_\_\_\_\_  
Date Guaranty is Executed

After signing, please return this Guaranty to: _____ _____ at (street address or P.O. Box ) _____ _____ Our telephone number is: _____ <b><i>You are entitled to a copy of this Guaranty when it is fully signed. Keep it in a safe place.</i></b>
---

<b>FOR OFFICE USE ONLY</b> Signature of Guarantor was verified by owner's representative. Verification was by <input type="checkbox"/> phone <b>OR</b> <input type="checkbox"/> in person <b>OR</b> <input type="checkbox"/> virtual. Date(s) of verification: _____ Telephone numbers called ( <i>if applicable</i> ): _____ Owner's representative who talked to Guarantor: _____ _____
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**SAMPLE FORM**  
**NOT A VALID FORM**

## SUPPLEMENTAL RENTAL APPLICATION FOR UNITS UNDER GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS

Date: \_\_\_\_\_  
(when this Application is filled out)

- SUPPLEMENTAL INFORMATION.** The purpose of this Supplemental Rental Application is to determine whether you qualify for affordable rental housing under a government regulated affordable housing program. It is very important that you answer all questions fully and accurately.
- EMPLOYMENT UPDATE.** Present employer: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ Position: \_\_\_\_\_
- HOUSEHOLD COMPOSITION.** List all persons, including yourself, who will be living in your household.

Number of Persons	Full Name	Relationship	Age	Student Status
1 (Head of Household)				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
2				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
3				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
4				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
5				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
6				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A

Does anyone live with you now who is not listed above?  Yes  No Does anyone plan to live with you in the future who is not listed above?  Yes  No If you answered "Yes" to any question, please explain: \_\_\_\_\_

Are any of the household members listed above: Foster children?  Yes  No Live-in attendants?  Yes  No

- ANNUAL INCOME.** List all income of all adults and persons in your household, including those under 18 (except for income earned from employment by persons under the age of 18).

Gross Monthly Income Source: Indicate whether anyone in your household receives income from the following	Applicant	Co-Applicant	Other Household Members	Total
Salary <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Overtime Pay <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Commissions and Fees <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Tips and Bonuses <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Interest and/or Dividends <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Income from Business <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Rental Income <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Social Security, Pensions, Retirement Funds, etc., Received Periodically <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Support from Parents or Relatives <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Unemployment Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Workers' Compensation, etc <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Court Ordered Child Support or Alimony (regardless whether paid) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
AFDC/TANF <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$	\$	\$
<b>TOTAL</b>				\$

- ASSETS.** List all assets of all adults and persons in your household, including those under the age of 18.

Listing of All Assets	Cash Value	Annual Interest, Dividends or Rent from Assets	Name of Financial Institution or Description of Asset	Account Number
Checking Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Savings Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Credit Union Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Stocks, Bonds or Mutual Funds <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Real Estate or Home <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
IRA/Keough Account <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Retirement/Pension Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Trust Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Mortgage Note Held <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Whole Life Insurance Cash Value <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$		

- CERTIFICATION.** By signing this Supplemental Rental Application, you as the applicant are certifying that all the above information is true and correct. You are consenting to disclosure of income and financial information from your employer(s) and any financial institutions where your assets are kept. You certify that you have not disposed of any assets for less than fair market value in the last two years preceding the date of this application.
- RECERTIFICATION.** If this form is being used for recertification and any adult in the household has changed employment during the past year, each adult with a change must complete the "Your Work" section of the Rental Application.

Applicant

Date of Signing Application

Co-Applicant

Date of Signing Application



Date: \_\_\_\_\_  
(when this Addendum is filled out)

This Addendum constitutes an Addendum to the Lease Contract, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

We require that you provide us with a security deposit to protect us from any damage or other losses that may occur during the time you lease the apartment. You may choose to reduce or eliminate the security deposit by purchasing a surety bond from another company. If you purchase a surety bond, the bond will be available to us for recovery of any damage or other loss. Also, if you choose the surety bond, the agreement between you and the surety company will not be part of this lease agreement.

THE MONEY YOU PAY THE SURETY COMPANY IS NOT A SECURITY DEPOSIT AND IS NOT REFUNDABLE. FURTHERMORE, EVEN IF WE MAKE NO CLAIM AGAINST THE SURETY BOND, YOU WILL NOT BE ENTITLED TO ANY REFUND OF THE SURETY BOND PREMIUM AT THE END OF THE LEASE TERM.

If you purchase a surety bond, you will have obligations to the surety that are separate and independent from the duties you have to us under this Lease Contract. YOU WILL NOT BE RELEASED FROM YOUR OBLIGATIONS TO US, EXCEPT TO THE EXTENT THAT WE RECEIVE PAYMENTS FROM THE SURETY WHICH SATISFY YOUR OBLIGATIONS TO US. Specifically, if the surety does not pay the total amount of damage or other loss that we experience (including legal fees), you will be required to pay us for the remaining amount.

**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(Signs here)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Lease Contract**

**NOT A VALID FORM**

**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
\_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents - leaseholders and occupants):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Occupants:

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This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

**4. ENERGY EFFICIENCY.** The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

**Thermostat Settings.** During the winter months, Energy.gov (<https://www.energy.gov/>) recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

**Lighting and Light Bulbs.** Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

**Appliances.** We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

**Conserve Electricity.** Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

**5. WATER EFFICIENCY - REQUIREMENTS AND SUGGESTIONS.**

The following requirements and suggestions will help reduce overall water consumption at the Community.

**Requirements.**

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

**Suggestions.**

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

**6. WASTE AND RECYCLING - REQUIREMENTS AND SUGGESTIONS.**

The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

**Requirements.**

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

**Suggestions.**

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit <https://www.plasticfilmrecycling.org> for additional information.
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.

**7. INDOOR ENVIRONMENT AND WELLNESS.** The following are guidelines which promote the quality of the indoor environment and wellness:

- This Community  is  is not a smoke-free environment. If the Community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the Community, at any time. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information.
- Owner provides common area cleaning using only products that have the Green Cleaning® seal or a similar green certification. Owner recommends that Residents also use like products in the cleaning of their units.

**8. SEVERABILITY.** If any provision of this Addendum to the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum to the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum to the Lease Contract while preserving the intent of the parties.

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign)*

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**Owner or Owner's Representative**  
*(signs below)*

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**Date of Signing Addendum**

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NOT A VALID FORM



DESIGNATION/CHANGE IN INDIANA TENANT REPRESENTATIVE ADDENDUM

1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Indiana, \_\_\_\_\_ (zip code) (the "Premises").

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_ Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

If, at any point during the term of this Lease Contract, you become the sole occupant of the Premises, and it becomes necessary for a Tenant Representative, as defined under Indiana Law, to be designated on your behalf because of your death or incapacity, you hereby designate the following individual to serve as your Tenant Representative:

Tenant 1:

(Name) \_\_\_\_\_  
(Full Address) \_\_\_\_\_  
(Telephone Number) \_\_\_\_\_

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

Tenant 2:

(Name) \_\_\_\_\_  
(Full Address) \_\_\_\_\_  
(Telephone Number) \_\_\_\_\_

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

Resident or Residents (All residents must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant 3:

(Name) \_\_\_\_\_  
(Full Address) \_\_\_\_\_  
(Telephone Number) \_\_\_\_\_

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

Tenant 4:

(Name) \_\_\_\_\_  
(Full Address) \_\_\_\_\_  
(Telephone Number) \_\_\_\_\_

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

Tenant 5:

(Name) \_\_\_\_\_  
(Full Address) \_\_\_\_\_  
(Telephone Number) \_\_\_\_\_

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

Tenant 6:

(Name) \_\_\_\_\_  
(Full Address) \_\_\_\_\_  
(Telephone Number) \_\_\_\_\_

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

Owner or Owner's Representative (signs below)

\_\_\_\_\_  
Date of Signing Addendum \_\_\_\_\_



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated \_\_\_\_\_ between \_\_\_\_\_

("We" and/or "we" and/or "us) and \_\_\_\_\_

"You" and/or "you") of Apt. No. \_\_\_\_\_ located at \_\_\_\_\_

(street address) in \_\_\_\_\_

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Disclosure and Owner Distribution of Water and Sewage Disposal Service Addendum, if applicable, that Disclosure and Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Water** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - water bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- b) **Sewer** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- c) **Gas** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- d) **Trash** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - trash bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- e) **Electric** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- f) **Stormwater** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- g) **Cable TV** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- h) **Master Antenna** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- i) **Internet** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- j) **Pest Control** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_



- k) (Other) \_\_\_\_\_ service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- l) (Other) \_\_\_\_\_ service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_

**METERING/ALLOCATION METHOD KEY**

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your apartment
- "6" - Allocation based on the number of persons residing in your apartment using a ratio occupancy formula
- "7" - Allocation based on square footage of your apartment
- "8" - Allocation based on a combination of square footage of your apartment and the number of persons residing in your apartment
- "9" - Allocation based on the number of bedrooms in your apartment
- "10" - Allocation based on a lawful formula not listed here  
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within \_\_\_\_\_ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

Monthly Administrative Billing Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

Late Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

Final Bill Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$ \_\_\_\_\_.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12. If you believe you are being charged in violation of this disclosure or if you believe you are being billed in excess of the utility services provided to you as described in this disclosure, you have under Indiana law to file a complaint with the Indiana Utility Regulatory Commission at (317) 232-2712.



**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
 \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_  
 (city), Indiana, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** In consideration of your agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

**4. OWNER SUPPLIED WASHER AND DRYER.**

**A. Washer and Dryer Rental Fees.** We agree to rent to you a washer and dryer for the sum of \$ \_\_\_\_\_ per month, beginning on \_\_\_\_\_ and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to terminate the Lease Contract.

**B. Identification of Washer and Dryer.** You are entitled to exclusive use of a:

- Full Size
- Stackable
- Other: \_\_\_\_\_

Washer Model/Serial Number:  
 \_\_\_\_\_

Dryer Model/Serial Number:  
 \_\_\_\_\_

The washer/dryer set will hereinafter collectively be referred to as the "equipment." You acknowledge that you have inspected the equipment, and have found the same to be in good working condition free from any defect or mechanical issue. You further acknowledge that the equipment is for your use and in consideration of your agreement to pay washer and dryer rent. We are the owner of the equipment, and you shall not remove the equipment from the apartment. Removal of the equipment from the apartment without our prior written

consent will constitute theft, and result in our reporting to law enforcement and pursuit of both criminal and civil penalties against you.

**C. Responsibility for Damages.** You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damages to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, (1) you are responsible for any damage caused by a leaking washer, and will be billed by us for such damage; (2) we are not liable for any damage caused by the equipment; (3) you agree to waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any proximately caused negligence or intentional act committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

**D. Insurance.** At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your insurance agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

**5. ACCESS TO WASHER AND DRYER; EMERGENCIES.**

You agree to allow our agent(s) access to the apartment and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice, you agree to allow our agent(s) access to the apartment and the equipment in the event of an emergency, as provided by law.

**6. RESIDENT USE AND MAINTENANCE OF WASHER AND DRYER.**

You agree to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operations manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for all damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the apartment, you shall pay us the actual cost of replacing the equipment.

**7. ADDITIONAL PROVISIONS.**

You agree that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, your failure to pay monthly equipment rent is a breach of the Lease Contract, and we shall have all remedies available including termination of the Lease Contract and eviction. In addition, upon your failure to pay equipment rent, we shall have the right to remove the equipment, as provided by law. You shall remain liable for all amounts due under this Addendum until you vacate the apartment, including holding over or month-to-month periods, and all provisions of this Addendum will remain in full force and effect during such periods.





# Protect Your Family From Lead in Your Home



## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



March 2021

## Simple Steps to Protect Your Family from Lead Hazards

**If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

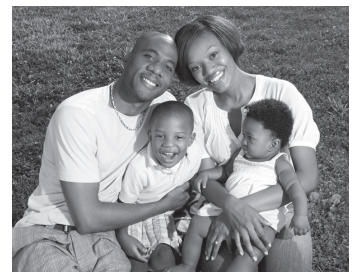
## Lead Gets into the Body in Many Ways

**Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

**Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



**Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

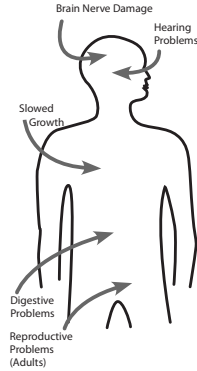


## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter ( $\text{mg}/\text{cm}^2$ ), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

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## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\*Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the apartment. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgement (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

**Agent's Acknowledgement (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
\_\_\_\_\_

Apartment Name & unit number OR street address of apartment City

\_\_\_\_\_  
Lessee (Resident) Date Lessee (Resident) Date

\_\_\_\_\_  
Lessee (Resident) Date Lessee (Resident) Date

\_\_\_\_\_  
Lessee (Resident) Date Lessee (Resident) Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Lessor (Owner) Agent

\_\_\_\_\_  
Date Date



**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATIVE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_
2. Name of victim: \_\_\_\_\_
3. Your name (if different from victim's): \_\_\_\_\_
4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
5. Residence of victim: \_\_\_\_\_
6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_
9. Location of incident(s): \_\_\_\_\_

<p>In your own words, briefly describe the incident(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
---

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.
- (2) **You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_
2. Your name (if different from victim's): \_\_\_\_\_
3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_  
\_\_\_\_\_
5. Address of location from which the victim seeks to transfer: \_\_\_\_\_  
\_\_\_\_\_
6. Address or phone number for contacting the victim: \_\_\_\_\_  
\_\_\_\_\_
7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
9. Date(s), Times(s) and location(s) of incident(s): \_\_\_\_\_  
\_\_\_\_\_
10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_
11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.  
\_\_\_\_\_  
\_\_\_\_\_
12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_  
\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

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Tenant

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Date

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Landlord

\_\_\_\_\_  
Date



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(Name of Housing Provider<sup>1</sup>)

**Notice of Occupancy Rights under the Violence Against Women Act<sup>2</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation<sup>3</sup>. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that

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is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protection for Applicants**

If you otherwise qualify for assistance under \_\_\_\_\_, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under \_\_\_\_\_, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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<sup>1</sup> The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

<sup>2</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>3</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under \_\_\_\_\_ solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

## **Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

## **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.





**For Additional Information**

You may view a copy of HUD's final VAWA rule at \_\_\_\_\_

\_\_\_\_\_  
(Federal Register Link).

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact (name of program or rental assistance contact information able to answer questions on VAWA)

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For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact (contact information for relevant local organizations)

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For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

