



LEASE AGREEMENT

Granite Management, LLC, as agent for the owner of the real estate ("Landlord"), hereby leases to Tenant, as defined herein, the premises known as _____ Apartment # _____, _____, Indiana, for the term commencing on 12:00 pm _____, 20____ and ending at 12:00 pm on _____ 20____.

1. Rent, Utilities, Lead Paint: The Tenant promises to pay to the Landlord as rent the sum of:

_____ for the whole term
_____ each month for 12 consecutive months
_____ is the due date of the first rental payment due under this Lease.
_____ is the due date of the last rental payment due under this Lease.

water, sewage, and trash removal are the utilities that Landlord shall provide Tenant. Tenant shall be responsible for all other utilities as described in Section 4. Tenant shall reimburse Landlord for sewage not provided but paid for by Landlord at Willow Bend Townhomes and tenant shall pay for all utilities excluding trash removal at Willow Bend Townhomes. Tenants shall pay for all utilities excluding trash removal at 122 W. Wood St and 112 W. Wood St. Boiler heat is provided at The Varsity and 704 N 6th/520 N Wall St.

If the property was built before 1978, _____ Tenant hereby acknowledges receipt of the information pamphlet entitled *Protect Your Family From Lead in Your Home* (pa#747-k-94-001).

Rent must be **received** by the Landlord on or before the **1st day of each month**. If Landlord has not received rent payments by the 1st day of each month a fee of Ten Dollars (\$10) per day will be assessed for each day the rent is late. All payments shall be made without notice or demand from Landlord by individual tenant ACH transactions or one check or money order per apartment made payable to Landlord. The late charge is to be paid with the regular monthly rent, but this late charge clause does not waive the right of the Landlord to evict the Tenant for nonpayment if Landlord so elects. A check returned to Landlord as insufficient funds will be charged the same as late rent until paid in full. Tenant agrees further to pay Twenty Five Dollars (\$25.00) for each dishonored check. The acceptance of late rent by the Landlord shall not waive the late rent charge without an express waiver in writing by Landlord.

2. **Deposit:** At the signing of this lease the Tenant agrees to pay the Deposit of the equivalent of one month's rent to secure the performance of Tenant's obligations under this Lease. In the event this lease is renewed, the deposit set forth above shall be increased to the renewal rate. Said deposit shall be used by Landlord to cover any damages, cleaning costs, unpaid rent, additional rent, late charges or other charges against the premises. The Tenant cannot apply the security deposit against rental payments, and the security shall not limit or relieve the Tenant from any obligations or liabilities hereunder. If all the covenants and conditions contained herein are complied with by the Tenant, the deposit shall be refunded within 45 days after the termination of this agreement. Tenant shall provide Landlord with a self-addressed, stamped envelope for the purpose of returning the deposit. Retention of all or a part of the security deposit by the Landlord shall be in addition to any of the other remedies the Landlord shall have at law or under the terms of this lease. In addition to the items set forth above, Landlord shall deduct automatically from the deposit enough money to cover the market rate cost of cleaning the carpet. Landlord may also withhold fifty dollars (\$50.00) from the deposit if Tenant fails to return a parking tag and two hundred dollars if Tenant fails to return a key to the premises.

3. **Holdover.** Should Tenant fail to vacate the premises, Tenant shall be liable to Landlord for a \$100 per day holdover charge.

4. **Utilities:** Tenant shall keep electric and gas service, if applicable, available and active in Tenant's name at all times during the term of this Lease and Tenant shall keep the heat set at a minimum of 60 degrees Fahrenheit. It is further agreed that if there is a rate increase of any of the utilities furnished by the Landlord, the pro-rated amount thereof shall constitute additional rent the next month following notice thereof by the Landlord and each month thereafter. Tenant further agrees not to waste any utilities furnished by the Landlord. Tenant shall not install or operate any auxiliary heaters which are not furnished by the Landlord without the prior written permission of the Landlord.

5. **Condition and Alteration:** Tenant agrees that no representation as to the condition or repair of the premises, and no promises to decorate, alter or improve the premises has been made as is contained in this Lease. Tenant agrees that he shall examine the premises prior to occupancy, and that his occupancy shall be evidence of his satisfaction with the exceptions noted in writing to the Landlord prior to occupancy. Tenant shall complete and return a move-in checklist before occupying the property and any damage not noted on the move in checklist shall be presumed to be caused by the Tenant. Tenant shall make no alterations or additions to the decorating without the written consent of the Landlord. Nor shall the Tenant place holes, nails, or screws in the walls or woodwork or tape posters on walls.

Tenant shall, at his own expense, maintain the premises and furnishings in clean, sightly, and healthy conditions and in good repair and shall return them to the Landlord at the termination of the lease, whether such termination shall occur by expiration of the term hereof or in any manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of execution hereof, reasonable wear and tear excepted. Tenant shall replace all burnt out light bulbs upon the expiration of the term of this Lease with light bulbs of the same wattage in place when the Tenant moved into the Leased Premises.

The Landlord agrees to make any necessary repairs for mechanical systems except that Tenant agrees to be responsible for all repairs and maintenance to premises caused by Tenant's neglect or improper use. Tenant agrees to promptly notify Landlord of any item in need of

repair. Tenant shall be liable for any damages caused by his failure to notify Landlord of the item in need of repair in a timely fashion. Tenant agrees to pay reasonable charges for repair of intentional or negligent damage to the premises caused by Tenant and/or his family or invitees or guests. If, however, the premises shall not thus be kept in good repair and in a clean, sightly and healthful condition by the Tenant as aforesaid, Landlord may enter the same, themselves or by agents, servants, or employees, without such entering causing or constituting a termination of the lease or an interference with the possession of the premises by Tenant, and Landlord may replace the same in the condition of repair as existed at the date of execution hereof, and Tenant agrees to pay Landlord in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the premises to that condition. Tenant shall not permit any waste or misuse of the premises. The Landlord at his discretion may elect to pay such charges from the deposit fund, in which even the Tenant shall, within 14 days therefrom, replenish the deposit fund so as to maintain the full amount thereof.

6. Use of Premises: Tenant will occupy and use the premises for Tenant's private residence and for no other purpose. The premise may be occupied only by Tenant unless other occupants are agreed to, in advance and in writing, by the Landlord. Tenant may not have any type or size of waterbed in the premises. Tenant shall comply with all applicable housing zoning codes and all municipal code regulations regarding care, use and occupancy of the premises, and shall not use or permit the use of the premises for any illegal purposes. In particular, Tenant agrees to keep the premises clean and free from litter and trash and dispose of trash properly in containers provided for that purpose. Grills shall not be placed on balconies or patios of the premises. No trash or personal property shall be placed in common areas. No signs, posters, or other materials shall be placed on the exterior door or the patio or balcony, if applicable, to the premises. Tenant agrees to keep the sidewalks immediately adjacent to the premises free from obstruction of all nature, properly swept, and snow and ice removed therefrom. In no event shall Tenant go upon or permit any other to go upon the roof of the premises.

Tenant shall not make or permit any disturbing noise or odors nor shall Tenant interfere with rights and comforts of the co-tenants. Tenant shall not store or park tractor trailers, semis, eighteen wheelers, mobile homes, non-plated vehicles, boats, ATV's, trailers, or anything deemed inappropriate by Landlord on the subject property. If Landlord feels that Tenant has become an undesirable resident because of objectionable or improper conduct on Tenant's part or on the part of Tenant's family or guests or by annoying other residents by the same people, then Landlord reserves the right to terminate this lease with 5 days' written notice to quit and vacate the premises. At the end of such 5-day period, if Tenant has not vacated the premises, the same shall be considered a default.

7. Landlord Nonliability and Lien Rights: Tenant shall indemnify and hold harmless the Landlord from any liability for injury to Tenants, Tenant's employees, guests or invitees or for loss or damage to any property, including that arising from theft, vandalism or casualty, occurring upon the leased premises or in other areas common thereto except for such damage or injury solely and proximately caused by the gross negligence of the Landlord. Tenant agrees to test smoke detectors and pay for and replace smoke detector batteries, if any, as needed. Tenant agrees to immediately notify Landlord, in writing, if any smoke detector should test improperly. Tenant shall at all times maintain adequate fire and casualty insurance on Tenant's personal property in the premises.

Tenant hereby grants to Landlord a lien upon all personal property of Tenant kept or used in or about the Leased premises during the term of this Lease to secure the payment to Landlord

of all amounts including attorney's fees and costs which may be at any time be due Landlord from Tenant hereunder. Landlord may resort to any remedy at law or equity in order to enforce right to payment for the security granted by this lien.

8. Assignments and Subletting: This lease shall not be assigned nor the apartment nor any part thereof subleased or used for any purpose other than as above provided without the prior written consent of Landlord.

If, during the term of this Lease, Tenant desires to sublease the apartment, Tenant shall forfeit his deposit and pay Landlord a fee of \$100. In addition, the sub-lessee shall replace the deposit with Landlord. Consent to a sublease does not nullify the lease and it continues in effect for the full term and conditions of it. Further consent to a sublease does not release Tenant herein from their obligations under this lease.

If, before the term of this Lease commences, Tenant desires to sublease the apartment, Tenant shall forfeit his deposit and sub-lessee shall replace the deposit with Landlord. Consent to a sublease shall nullify the lease with Tenant and Tenant shall be released from his obligations under this Lease.

9. Pets: Except for the pets listed in the separate Pet Addendum, no animals or pets of any kind are permitted on the premises. In addition to any other remedies provided herein, the Landlord shall be entitled to liquidated damages of One Hundred Fifty Dollars (\$150.00) per month if any animal is kept on the premises.

10. Entry Rights: Landlord reserves the right to enter the premises at all reasonable hours for the purpose of inspection for needed repairs, to make repairs and alterations or to exhibit the premises to prospective tenants or purchasers.

11. Lock-Out Fee: In case of accidental or other lock-out, a Fifty Dollars (\$50.00) charge will be assessed to the Tenant should the Landlord be contacted for assistance in re-entry. This charge is due and payable at the time of the service.

12. Default: Upon failure to pay any installment of rent when dues, additional rent, or late charges, or if the Tenant abandons the premises, this lease and all rights of the Tenant shall terminate, at the election of the Landlord, without notice to Tenant. Landlord may, with or without demand, re-enter and take possession of the premises and Tenant shall peacefully surrender thereof to the Landlord and all rights and interests of Tenant to possession and control hereunder shall cease and terminate, but nothing herein contained shall affect Landlord's right to the rental for the term herein specified. Upon taking possession hereunder, Landlord may, at his election, terminate this lease or re-let said property and Tenant shall be liable for and will pay the difference in the rental for the balance of the term and all other sums due under this lease. The remedies specified herein are cumulative and in addition to any remedies of the Landlord at law or in equity. Upon default by the Tenant, the Tenant shall pay all costs and expenses including attorney's fees incurred by Landlord in connection with its exercise of any rights or remedies it may have under this lease because of such default.

13. Lead Paint Disclosure: 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, landlords must disclose the presence of lead-based paint and/or lead-based-paint

hazards in the dwelling. Tenants must also receive a federal approved pamphlet on lead poisoning prevention.

In compliance with the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42.U.S.C. 4852d), Landlord hereby informs Tenant that Landlord has no knowledge of lead-based paint and/or lead-based-paint hazards in the housing.

14. Parking. Vehicles parked at Ananda Apartment, Park Place Apartments, and Salisbury Place Apartments are required to have a parking permit. Cars parked at these complexes without a parking permit may be towed at the car owner's expense. Tenants shall not reserve parking spaces by placing cones or other obstructions in a parking space. No vehicle belonging to a tenant or their guest shall be parked in such a manner as to block traffic to the street.

15. Complete Agreement: This lease agreement together with the addenda below, if any, and a Pet Addendum, if any, constitute the full and complete agreement by and between the Landlord and the Tenant and no other agreements or representations have been made. All parties who may occupy the premises shall sign this lease as Tenant. All parties signing this lease as Tenant are jointly and severally liable, meaning that each such party may be held responsible for the acts or omissions of the other parties signing the lease as Tenant or their guests.

16. Notices: Any notice or demand provided for herein may be given to the party to be serviced by personal service, or by registered or certified mail addressed to Landlord at the address set forth below or as updated by Landlord or to Tenant at the premises herein leased. Landlord shall not be required to give notice to any parent or other legal guardian identified on this Lease.

17. Definitions: Whenever the word "Landlord" is used herein, it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of the Landlord; and the word "Tenant" shall include the heirs, executors, administrators, successors, assigns or legal representatives of the Tenant; and the words "Landlord" and "Tenant" shall include a singular and plural, masculine and feminine, and the individual or business organization, subject always to the provisions herein contained as to the assignment or subletting.

18. Rules and Regulations. From time to time Landlord shall issue and distribute rules and regulations relating to the use of the building of which the leased premises is a part. Tenant shall observe the rules and regulations to maintain proper and orderly care of the building.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be executed on this _____ day of _____, 20_____.

TENANT: (Signature) _____

TENANT: (Printed) _____

Home Address: _____

Email: _____

Cell: _____

SSN: _____ DOB: _____

Parent/Guardian Name _____

Home Phone: _____

TENANT: (Signature) _____

TENANT: (Printed) _____

Home Address: _____

Email: _____

Cell: _____

SSN: _____ DOB: _____

Parent/Guardian Name _____

Home Phone: _____

TENANT: (Signature) _____

TENANT: (Printed) _____

Home Address: _____

Email: _____

Cell: _____

SSN: _____ DOB: _____

Parent/Guardian Name _____

Home Phone: _____

TENANT: (Signature) _____

TENANT: (Printed) _____

Home Address: _____

Email: _____

Cell: _____

SSN: _____ DOB: _____

Parent/Guardian Name _____

Home Phone: _____

LANDLORD: Granite Management, LLC

BY: _____
_____, _____

RENT PAYABLE TO: Granite Management, LLC
20 N. Salisbury Street, Suite A
West Lafayette, IN 47906
info@granitemgmt.com
Ph: 765.269.7283

ADDENDUM: _____

SAMPLE