

**Notice:** This is a legal document that creates binding obligations for all that sign. If you do not understand the terms and conditions, please consult an attorney.

### LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made this 15 day of September, 2009, by and Between Tim Treahy also known as TFT Properties - Lessor, and Tenant(s) listed below - Lessees:

|  |                                |                         |
|--|--------------------------------|-------------------------|
| Print: <u>Lisa Schelling</u>           | Sign: <u>Lisa R. Schelling</u> | Date: <u>9/21/2009</u>  |
| Print: <u>J. IGNACIO LUCAS LLEDO</u>   | Sign: <u>[Signature]</u>       | Date: <u>10/04/2009</u> |
| Print: <u>SHARON BALDWIN</u>           | Sign: <u>[Signature]</u>       | Date: <u>10/7/2009</u>  |
| Print: <u>Ellena L. Keys</u>           | Sign: <u>[Signature]</u>       | Date: <u>10/7/2009</u>  |
| Print: <u>Matt Hadley</u>              | Sign: <u>[Signature]</u>       | Date: <u>10/7/2009</u>  |
| Tim Treahy of TFT Properties - Lessor: |                                | Date: _____             |

Lessee(s) ("You and Your"), I hereby lease to "you" for a private residence, the premises located at 831 West 6<sup>th</sup> Street Bloomington, IN 47401, in Monroe County, Indiana, under the following terms and conditions:

**1. TERM.** The term of this lease begins August 1, 2009, and ends July 30, 2010, at which time this agreement is terminated. Move-out and "your" cleaning inspection must be completed before **NOON (12:01 PM)** of the final day of this lease. "You and Your's" ARE NOT CONSIDERED MOVED-OUT UNLESS ALL PERSONAL POSETIONS ARE REMOVED AND ALL 5 SETS OF KEYS ARE RETURNED. There is a **\$250.00 PER DAY** Fine for failure to willfully and peacefully surrender premises and all keys to Lessor as outlined above.

**2. RENT.** You agree to pay Lessor the total sum of Eighteen Thousand Dollars (\$18,000). The whole amount of this lease is due and payable at commencement. We allow payments or installments for your convenience only. These payments are due on or before the 1<sup>st</sup> day of each month in full. Your installments are Fifteen Hundred Dollars (\$1,500) plus any additional rent or charges payable to Tim Treahy and delivered to: 3529 Princeton Ave. San Diego, CA 92119 or deposited to Chase Bank Checking account #0000684332729. Any failure to pay on time or in full (including any late fees or other charges as outlined) may result in a notice that installments or personal checks may no longer be accepted. Full payment of this lease will then be due.

Rent payments are due **ON OR BEFORE NOON OF THE FIRST (1<sup>ST</sup>)** of each month. Rent must be paid in full and no amount subtracted from it. Payments of less than the full installments will not be accepted and deemed **LATE**. Your 1<sup>st</sup> month's rent is to be paid prior to possession. You may be required to pay late fees or other charges to Lessor under the terms of this lease. They are to be called "additional rent". "Additional rent" will be charged to maintain or enforce sanitation, landscape, or other forms of neglect after a 10 day notice. Late charges, Insufficient Funds Charges (for payment received), attorney's fees, failure to maintain yard and landscaping, fines or any other personal or professional expense(s) related to the enforcement of this lease shall be classified as "additional rent". Additional rent is payable separate and immediately upon request / notice. If "You" fail to pay additional rent, Lessor has the same rights to levy fees and collect as if rent, or a "failure to pay rent".

**3. LATE FEES.** Prompt payment of rent shall be your responsibility. In the event rent is not received by the due date and time, you agree to pay Ten (\$10) per day until the rent is received. You further agree to pay Fifty dollars (\$50) for any dishonored check(s). Cash, wire transfer money order or Cashers check can be required by Lessor, at Lessee cost as a result of any dishonored check(s). Fees are not waved for personal or bank error(s), and / or checks requiring

clearing time (usually out of state). After the Third (3rd) day legal action may be taken at your expense to collect rent or additional rent.

**4. DEPOSITS.** Your deposit as follows:

|                      | Amount received | Amount applied | Refundable | Date |
|----------------------|-----------------|----------------|------------|------|
| Application fee      | \$              | \$             | \$         |      |
|                      | \$              | \$             | \$         |      |
| Security deposit     | \$              | \$             | \$         |      |
|                      | \$              | \$             | \$         |      |
| Pet deposit          | \$              | \$             | \$         |      |
|                      | \$              | \$             | \$         |      |
| Additional rent/fees | \$              | \$             | \$         |      |
|                      | \$              | \$             | \$         |      |
| Cleaning charges     | \$              | \$             | \$         |      |
|                      | \$              | \$             | \$         |      |

In the event this Agreement is not accepted by us, or "you" fail to provide signed Parent Guarantee(s), other required documents, refuse to sign, or "your" information is not complete or verifiable, we can charge you a \$50 application fee. "You" may forfeit "your" deposit, but all applicants are liable for all expenses under the terms of this contract.

**5. USE.** These premises shall be used as a residence only. A total of 5 non-related adults may occupy this residence. Occupancy by guests staying longer than seven (7) days will be in violation of this provision without our written consent. Continued or repeat "USE" violation(s) may at our sole discretion of Lessor to accelerate payment and or be cause to terminate this lease. "You" agree not to commit or permit any unlawful practice or act that will injure the reputation of the Lessor, the building or the neighborhood. "You" agree not to cause or permit any noise, disturbance(s), or other annoyance detrimental to the reasonable comfort of the neighborhood. \*We recommend you read the noise abatement laws and hours as they apply to Bloomington. If we, at any time, find your conduct or the conduct your guests unreasonable, "You" will be notified in writing. If this conduct continues, then I have the right to accelerate payment and terminate this lease. "You" and Yours" are liable for any loss of rent due to lease termination and/or eviction. The yard is for your enjoyment and must be watered, moved and maintained as required. Trees and shrubs will be maintained by TFT Properties. No alterations are aloud to the landscaping with written consent. Warning: HAND and the police enforce noise, trash, snow removal, and physical up-keep on all properties in Bloomington. These warnings and violation are enforceable and paid for by "you". "You" can review these and other rules/ laws at IU.edu, HAND.ORG, or by appointment with TFT Properties.

**6. UTILITIES.** "You" will be responsible for the activation and payment of the following utilities: gas, electric, water, sewer, phone, cable, trash, and any other utility or comfort you desire. "You" need to place gas, electric, and water utilities in your name on or before the 1<sup>st</sup> day of this lease. Establish a home phone number or contact number for the group and provide it and a current email to me whenever any changes occur. You understand that telephone, DLS, satellite and/or cable wiring may be provided, but not guaranteed working. Location and working condition is your responsibility and maintained at your expense. Trash must be disposed of properly and every week as scheduled.

Upon termination of this lease, you agree to contact the utility companies for disconnection of all service(s) AFTER "Your" move-out inspection (utility must me on for move-out inspection).

**7. MAINTENANCE, REPAIRS OR ALTERATIONS.** We shall jointly inspect the premises, including appliances, and adjacent areas before you take possession of the premises. You will acknowledge that the premises are in good order and repair, unless otherwise indicated on the "Condition Inspection Report," a copy of which will be provided to you and which is hereby made a part of this lease. You understand and agree that you lease the premises "as is" and that we make no representation or warranty as to the condition of the leased premises or appliances. You shall, at all times and at your own expense, maintain the premises, including all furnished equipment and appliances, in a clean and sanitary manner and free from bugs, roaches, and vermin. You agree to be responsible for the immediate extermination of any insect or wildlife pest infestation during or as a result of your occupancy as soon as any problem is observed. You agree to notify us immediately of any damage or need for repairs.

You shall surrender the premises at termination of this lease in as good condition as received, normal wear and tear excepted. You acknowledge receiving a copy of our memo entitled "Normal Wear & Tear vs. Damages." At termination of this lease, we shall again jointly inspect the premises. The cost of any repair to the premises as a result of damage during the term of this lease other than normal wear and tear shall be your responsibility. Once notice is given that you will be vacating, you agree to keep the premises in "show condition." "Show condition" means as clean, orderly and undamaged as when received.

Upon vacating, you shall deliver premises vacant and clean. Reference to the attached list of charges for cleaning and repairs for which you may be held responsible at the termination of this lease. In the event the premises are returned in a condition unsatisfactory enough to prevent us from re-renting to a qualified new tenant, you shall be responsible for rent lost as well as the cost of restoration of the rental to the condition it was in at the commencement of this lease. You shall be responsible for damages caused by your negligence or that of your guests.

- **PAINT** You shall not paint, paper or otherwise decorate without our prior written consent. If we give our consent, you agree to follow instructions that we shall provide, and you will be responsible for application and damages.
- **GRASSES** You shall be required to irrigate and maintain any surrounding grounds, including landscaping, trees and shrubbery and keeping same clear of leaves, rubbish and weeds. You agree to place all trash in suitable containers in designated removal areas. You are responsible for snow and ice removal from walks, driveways, steps and any areas where safety should be observed. You agree not to use salt, but instead to use calcium chloride for de-icing because it is not harmful to the masonry.
- **GUTTERS** You are responsible for keeping gutters, if any, free of leaves, sticks and any accumulation that might occur. Gutters may need to be cleaned several times a year.
- **WINDOWS** You are responsible for the cleaning and maintenance of the windows on the premises. If any window or screen becomes damaged during your tenancy, you will be responsible for repair/replacement.
- **BASEMENTS AND GARAGES** In the event the premises has a basement or garage, these shall not be considered living space, unless otherwise designated in this agreement. Any use of the basement or garage shall be at your own risk. You agree to be responsible for maintaining these areas properly, including using a dehumidifier in the basement, if we provide one, to maintain moisture.
- **ADDITIONAL ITEMS** If you attach any fixtures, blinds or any other objects to the real property by nails, screws, or glue, you agree that these objects will remain with the premises and may be subject to cost of removal at our discretion. You shall not install or authorize installation of any wiring on the premises which requires the drilling of holes into the premises without our written consent. In the event a requested serviceman is unable to gain access to the premises because of your failure to let him in as agreed, you shall be responsible for paying his service charge, payable as "additional rent." You are responsible for minor repairs, such as replacing lightbulbs, batteries in smoke detectors, doorlocks, broken windows, clogged up drains and garbage disposal, minor toilet problems, etc. Repairs less than \$50 shall be deemed minor repairs. In addition, you will be responsible for all plumbing stoppages due to other than what is common for normal wear and tear. Should you neglect maintenance responsibilities, we may assume them on your behalf, and any expenses incurred by us in connection therewith shall be additional rent, payable to us on demand.

**8. ASSIGNMENT AND SUBLETTING** You shall not assign this agreement or sublet any portion of the premises, unless otherwise agreed to by us and evidenced by a written agreement signed by us and all current and prospective tenants, which agreement will be made a part of this lease and attached thereto.

**9. RIGHT OF ENTRY FOR PERIODIC INSPECTION** We may enter the premises with your prior consent, or with our giving you 24 hours notice of our intent to enter. We may enter during reasonable hours for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the premises to prospective or actual purchasers, mortgagees, prospective tenants, workmen, contractors, or insurance or bonding inspectors. In the event notice to vacate has been given by you, we have your authorization to show the premises at any and all reasonable times, regardless of whether you are present or not. However, in the event of an emergency constituting a danger to life, health or property, we may enter the property at any given time without notice or your consent. We shall have the right to enter the property at any given time upon the request for repairs.

**9. INSURANCE** You understand and agree that the insurance coverage provided by us is on the building and will not provide any protection for your personal possessions. You are responsible for obtaining your own insurance to protect your personal property. We are not responsible for any damage or loss to your personal property.

At termination of this lease, you agree to move all of your property from the premises no later than 12 o'clock noon on the last day of the lease, or on the termination date of any extension of the lease. If the lease is terminated because of your breach, or if you move out and fail to remove any of your personal property by 12 o'clock noon on the appropriate date, then that property shall be deemed abandoned. You agree that we may immediately remove your abandoned property and place it in storage at your expense and may dispose of such property in any way that we deem proper after the expiration of 30 days from the date of termination, vacatur, or abandonment of the premises. We shall not be responsible for any action taken with respect to such property. You expressly release us of and from any and all

**18. MISCELLANEOUS PROVISIONS.**

**CLEANING FEE** – In the event cleaning is required during or at the termination of lease termination “You” will be charged \$60 an hour or the going rate charged for a professional cleaner, or a combination of labor and services required to return premises to the per rented condition. Additionally, any trash removal is will be charged at \$50 per 55 gallon trash bag for collection and disposal. The greater of the actual cost of cleaning and a use charge of \$300.00 (as outlined in your pet agreement) will be charged to you for any approved or non approved pet found at this residence.

**TELEPHONE** – “You” agree to install and maintain a telephone service and provide Lessor this number within five (5) days of taking occupancy or change in service.

**WITHHOLDING RENT** – Under no circumstances may any rent be withheld in full or part, regardless of any expenses incurred by you. Rent must be paid to Tim Treahy in full and on time. Non-payment, delay of payment, will violate this Lease Agreement and will incur additional rent and/or late fees, and possible eviction.

**HOLDING OVER** – If you fail to vacate the premises upon the expiration of this lease, you will be liable for the following: (1) a fine of \$250 per day (2) any expenses we incur with the new tenant(s) during this “failure to vacate” (3) expenses, fees, and lost rent in the event that re-leasing the premises is required.

**SMOKE DETECTORS & FIRE EXTINGUISHERS** – It is for your safety and the law that “You” agree to keep smoke detectors connected to their power source, report any problem(s) with them immediately or discharges or lack of charge. You also agree to replace any extinguisher or charge if discharged without a fire report being filed with insurance or the Fire Department, and provided to Tim Treahy within 72 hours of discharge / failure.

**WATERBEDS** – You shall not have a waterbed on the premises without our written consent. Nor shall any other item containing water be permitted without written permission.

**LEAD PAINT DISCLOSURE** – 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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, we must disclose the presence of known lead-based paint hazards in the dwelling. This serves as your notice that I know of no known lead paint or other hazards within this house.

**RADON GAS DISCLOSURE** – Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a house or building in significant quantities, may present health risks over time.

**NO EARLY SURRENDER** – You agree not to surrender or vacate the premise prior to the expiration of this lease. Payment installments are just a convenience offered to “You”. Early termination, as well as any other changes to this lease must be mutually agreed upon in writing, signed, and dated by everyone.

**LEASE GUARANTEE** – This lease is contingent upon a signed Lease Guarantee for each person signing this lease who is a minor and/or full-time student who is not self-supporting. If “your” signed Lease Guarantee is not completely filled out and returned, “your” security deposit is forfeited, and “your” friends will be liable for the lease. If more than one (1) Lease Guarantee is not completed and returned all security deposits will be forfeited and we will re-lease the premises at our option.

**19. BREACH OF LEASE.** If rent is over Three (3) days late, this non-payment constitutes a breach of this lease, and the Lessor then has the right to require a three notices to Pay or Quit. “You”, any Lessee, and or Guarantors will remain liable for full payment of the remaining balance of this lease. Additionally, if you breach any agreements within this lease, receive warning(s) or violation(s) from HAND, Law enforcement, or TFT Properties “you” have up to ten (10) days to correct any infraction. Additional or repeat infractions may result in eviction with the balance of “your” lease due. “You” agree to forfeit “your” security deposit if forcible eviction is required. Breaches which lead to eviction will terminate any and all of “your” rights and position herein. Breaches not corrected within ten (10) days or a stated period of time, shall incur a Lease Violation Penalty of \$500.00 per violation per month, or \$50.00 per day, whichever is less, payable as added rent.

**20. INDEMNIFICATION.** TFT Properties shall not be liable for any damage or injury to “you” or to any other person or property, occurring on the premises, common area, or any parts thereof. Any non-operable, non-functioning, or neglected conditions MUST be reported for repair immediately. We do not want or expect “You” to reside in an unsafe or unhealthy condition. You agree to hold us harmless from any claims, damages, or injury resulting from “your” or a guest(s) action(s).

I HAVE READ AND UNDERSTAND THE LEASOR IS NOT LIABLE FOR MY ACTIONS AS A TENANT.

Signed LRS, J.L.L.L., SPB, [Signature] Date 10/7/09

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I HAVE READ AND UNDERSTAND THE LEASOR IS NOT LIABLE FOR MY ACTIONS AS A TENANT.

Signed LRS, J.L.L.L., SPB, [Signature] Date 10/7/09

- 21. LEGAL EXPENSES.** If "you" or I are required to incur legal expenses as a result of any breach of this lease, the party breaching the lease will be required to pay all costs, expenses and attorney's fees incurred by the prevailing party.
- 22. POSSESSION.** If we are unable to deliver possession of the premises at the commencement of this lease, we shall not be liable for any damages caused thereby, nor shall this lease be void or voidable, but you shall not be liable for any rent until possession is delivered. You may terminate this lease if possession is not delivered within thirty-one (31) days of the commencement of the term hereof.
- 23. AGENCY RELATIONSHIP.** Currently there is no agency relationship, but we reserve the right to hire a proxy or management company. You will be notified in writing of any change(s).
- 24. JOINT AND SEVERAL LIABILITY.** Each of "you" signing this lease agrees to be jointly and severally liable for the terms of this lease. This means each of you may be held individually responsible for the entire amount due under this lease, for any breach of this lease, and for the acts and omissions of the other Lessee(s) and guest(s) by signing this lease. Further, each person is both authorized and required on behalf of the other tenants and occupants, service of summons and other notices relative to the tenancy.
- 25. FORMS AND NOTICES.** Any form or notice which either party may or is required to give, may be given by mailing, by certified mail, to "you" at the premises or "us" at the address shown below, or other such place designated in writing. "You" are required to notify us in writing of intention to Vacate or Renew by January 1<sup>st</sup> each year. In the event "you" do not renew we retain the right to show the premises with a 24 hours notice. You acknowledge receiving the following forms and understand and agree to follow the instructions therein.  
Condition Inspection Report \_\_\_\_\_ Normal Wear & Tear vs. Damages \_\_\_\_\_ Lead Paint Disclosure \_\_\_\_\_
- 26. FALSE APPLICATION.** You warrant that the information given by you in the Application for Lease is true and accurate. If any information is false, we may terminate this lease immediately and exercise our remedies under Section 13 of this lease. The Application for Lease by this reference is made a part of this lease agreement.
- 27. SEVERABILITY.** Should any part of this lease be declared invalid by a court, the remaining parts will not be affected.
- 28. WAIVER.** No failure of ours to enforce any term(s) hereof shall be deemed a waiver, nor shall any acceptance of partial payment be deemed a waiver of our right to the full amount thereof. This lease superseded any other lease on the premises during the term stated herein. No terms in this lease shall be deemed waived, regardless of any conflicting terms or rules in any governmental rent assistance program.
- 29. RULES AND REGULATIONS.** You shall comply with any rules or regulations prescribed by "us" which are in existence now or which may come into existence at any time during the term of this lease. We shall bring to your attention any such rules or regulations in writing.
- 30. GENERAL AGREEMENT OF THE PARTIES.** This lease is binding on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or neuter, and vice versa. Paragraph headings are for convenience only.
- 31. ENTIRE AGREEMENT.** This agreement and any attachments constitute the entire agreement between the parties and may be modified only by an official change of terms notice in writing signed, and dated by both parties. You may not assert any claim against "us" or defend any claim by "us" against "you" on the basis that we have defaulted in any of our duties under this lease. Each party must be given written notice, by certified mail, of the purported breach or default promptly. The party then has reasonable time after receipt of notice to make corrections. If a time frame is not outlined herein, it is understood as soon as possible, and not to exceed thirty (30) days.
- 32. ACKNOWLEDGMENT.** You hereby acknowledge that you have read, understand and agree to all parts of this document, and have received a copy.

**LESSOR** \_\_\_\_\_

**DATE** \_\_\_\_\_

**Mail payment(s) and any notices to: Tim Treahy 3529 Princeton Ave. San Diego, Ca 92117 For questions or emergency's call 760-994-5750 or Landon Curtis at 812-0650-2157**