

## EM RENTALS, LLC

4693 N. Brookbank Dr.  
Bloomington, IN 47404  
Fax 812-935-8889 Cell 812-360-2880  
e-mail rayewoodward@hotmail.com

### LEASE AGREEMENT

#### Term of Lease/Rent

This lease agreement is made this 19<sup>th</sup> day of December, 2008, by and between **Bloomington Cooperative Living BCL, Inc.** hereinafter called **TENANT** and/or **LESSEE**, and **EM RENTALS, LLC Bloomington, IN**, County of Monroe in the State of Indiana, hereinafter called **OWNER, LESSOR** and/or **LANDLORD**, witness,

That in consideration of the mutual covenants and considerations herein promised, each party agrees that:

The Owner leases to the Tenant and the Tenant leases from the Owner the property known as **630 E. Atwater Ave.** for the term of 12 months and 0 days beginning **8/ 1 / 2009**, and ending at **12:00 noon on 7/31/ 2010**. **Rent to be paid by one check to EM RENTALS, LLC** in equal monthly installments of **(\$4592.00)**, Four Thousand, Five Hundred and Ninety Two dollars, except item A as noted.

A. For the first month, **\$4592.00** is due on or before **8/ 1 /2009**.

For all other months **\$4592.00** is due on or before the first of each month.

Rent payments must be paid by check. **(NO CASH)**

**Rent payments are due on the first (1st) day of each month.** If rents are received five (5) days after the due date, fifteen dollars (\$15) shall be added to your rent as a late fee. The seventh (7<sup>th</sup>) day after the due date, if your rent is not paid you will be assessed three dollars (\$3) a day for each day you are late. If your rent is not paid within TEN (10) days of the due date, legal proceedings may be commenced without further notice. A bad check is the same as non-payment and Owner shall impose the late fee in the same manner as in the case of the traditional non-payment. Rent is not considered to be paid in full until all of the rent and any late fees are paid each month. In addition, Owner shall charge a thirty-five dollar (\$35) service charge for any check written which is returned from the bank for any reason.

#### Security Deposits

Concurrently with the signing of this agreement the Tenant has deposited the sum of **\$4592.00** as a Security/Damage deposit. **The damage deposit is not to be considered a rent payment.** The return of the Security Deposit is subject to all of the provisions listed below:

- A. The full term of the lease has expired and all the provisions therein have been complied with.
- B. No damage to the unit has occurred beyond normal wear and tear. Normal wear and tear will NOT include built-up dirt, streaked or dirty windows, partially cleaned items, walls with unwashable marks, walls needing patching, sanding or painting, walls with screws, adhesive of any type, large nail holes or unprofessional patching, adhesive on doors, trim, cabinets)

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- appliances, etc., damaged or missing trim, doors, handles, woodwork, appliances, furnishings of any kind (listed on move-in report), jammed disposal, stopped-up sinks or stools, burns/stains in carpet or vinyl, broken windows, missing screens, debris left in yard or on exterior of building.
- C. All contents, including ranges/ovens, refrigerators, washers, dryers, plumbing fixtures, closets, cabinets, and fire extinguishers are clean and operable.
  - D. No unpaid late charges, returned check charges, delinquent rents, or charges for repairs are due.
  - E. All trash and debris have been disposed of.
  - F. A forwarding address and phone number have been left with the Owner.
  - G. All keys have been returned to Owner by the agreed-upon moving date.
  - H. All carpets are PROFESSIONALLY cleaned and a paid receipt provided for the same.

The Damage/Security deposit will be refunded by check, by mail to your forwarding address, payable to all persons who were parties to the lease as Tenants within 45 days of the end of the lease. It is recommended that the Tenant schedule a "MOVE OUT INSPECTION" of the property. If this inspection is not scheduled, it will be performed without the Tenant at the end of the lease to determine damages. If the above conditions are not met, the cost of labor and materials for cleaning, repairs and replacements will be deducted from the deposit, along with other sums due. In the event the Security Deposit is insufficient to cover these and all appropriate charges, the Lessee agrees to pay any amount that may be charged due to this deficiency. The Lessee also agrees that this deposit may not be applied to rent as regularly due. Eviction of the Tenant for breach of lease shall not serve to release same from liability of rent payment or for the balance of the lease. **(In the event Lessor is forced to evict Tenant for any reason, the security deposit shall be forfeited in whole and all items in this section shall remain in force.)**

#### Legal Expenses

Tenant agrees to pay all costs, expenses and attorney's fees which Owner may incur due to Tenant's material breach of this lease.

#### Subletting

Tenant may sublease the premises, subject to Landlord's approval of Sublette. Landlord's approval will be based on rental application submitted to Landlord by Sublette prior to moving into unit. Approval will not be unreasonably withheld.

- A. Three parties must sign the sublease agreement. The original Tenant, the Landlord and the Sublette. Sublette must also add their signature to the original lease, with dates of occupancy indicated beside his/her signature.
- B. Tenant remains fully responsible to the Landlord for all rent payments and other terms of the lease and will continue to make rent payments directly to Landlord. Sublette is directly responsible to Tenant for payments due to the Tenant unless other arrangements are agreed upon in writing.
- C. A unit may only be sublet one time during the term of the lease.
- D. There is a violation fee of \$100.00 if the Tenant permits their unit to be occupied by anyone who has not signed the lease, subletting agreement and has not been approved by the Lessor.
- E. If Sublette violates the terms or conditions of this lease, Tenant is required to have the Sublette vacate the premises immediately.

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### Care of Unit

**NO PETS OR VISITING PETS ARE ALLOWED IN, ON, OR AROUND THE RENTAL UNIT WITHOUT WRITTEN PERMISSION.** ECS MH

Lessee(s) Initials

Harboring a pet will be considered a violation of this lease and will be cause for eviction, assessment of damages of any kind and fumigation charges.

The Tenant shall keep the unit and all furnishings in a clean and orderly state at all times and be responsible for damage to the premises or to other Tenants' property because of waste, misuse or neglect by Tenant or Tenant's guests. Tenant is to be responsible for the care and upkeep of appliances, furnishings and fixtures. Tenant is to replace light bulbs, including fluorescent tubes, as needed. Tenant shall not build any partitions nor make any alteration of any kind to the unit.

No double-faced adhesive hangers or putty adhesives are allowed. No dart boards with metal or plastic darts are to be hung or used in the rental units. Television(s) and/or any other appliances are not to be attached to any wall or ceiling by any manner or device. If Lessee(s) damages the wall(s) in any manner, they are not to patch any holes or damaged areas. Lessee(s) are not allowed to install or bring into the rental unit any type of swimming pool or hot tub. Waste is not allowed to accumulate within or around the rental unit.

The Lessee(s) understand(s) and agree(s) that they cannot paint or modify the rental unit in any form without the written consent of the Lessor. The Lessee(s) may not change or add any locking devices in or on the rental unit. Lessee(s) shall be responsible for the cost of repairs for plumbing, freezing, stoppages, or blockages of any kind. The Lessor shall be responsible for the repair of rusted pipes or leaking faucets. The Lessee shall immediately report to the Lessor any water leaks of the faucets, pipes, toilet, or other damages to the premises. Failure to report running water or water leaks shall result in additional fees assessed to the Lessee(s).

The rental unit is to be kept quiet enough as not to disturb any neighbors. **Loud noises, loud music, or large parties are not allowed. Quiet hours are established between the hours of 11:30 p.m. to 8:00 a.m. Failure to observe quiet hours may result in eviction proceedings.** This policy is strictly enforced and should Lessee feel that they cannot observe this policy, they should not sign this contract. Vocal or instrumental practice or instruction is not allowed.

Cooking or grilling is not allowed in any of the sidewalks, balconies, entry passages, stairways, and other common areas. Barbeque grills, hibachis, smokers, or other outdoor cooking devices are not allowed. Use of this equipment is prohibited within 10 feet of any structure and would be a violation of the Indiana Fire Code.

Lessee(s) is/are prohibited to enter onto the roof area of the premises for any reason other than an emergency exit situation. If the Lessee(s) enter(s) onto the roof area, it will be cause for immediate eviction proceedings.

Lessee(s) hereby agree(s) to keep all sidewalks, balconies, entry passages, stairways, porches, and other common areas free of obstructions, such as bicycles, garbage/trash, glass, or papers. The Lessor maintains the right to limit the number of people on balcony areas at any time. Only patio-style furniture shall be permitted on balconies or porches. No interior furniture items are allowed on balconies, porches and around the outside of the rental unit.

Lessee will maintain heat in winter at no less than 60 degrees, Fahrenheit.

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### **Personal Property Insurance**

Tenant shall hold Owner harmless for any damage due to storm, water, fire, explosion, wind or other conditions which may result in damage to Tenant's personal property. Tenant shall notify Owner immediately of any damage to the premises and agrees to not make any repairs without written permission of the Owner. **Tenant is required to obtain renter's insurance to cover furniture and other personal property.**

- A. If the lease is terminated because Tenant materially breaches the lease or if Tenant moves out and fails to remove any of Tenant's personal property, then that property shall be deemed abandoned. Owner shall not be responsible for any action taken with respect to that property. Tenant expressly releases Owner from any and all claims and liability for damages or loss to property left by Tenant on the premises upon vacating, abandoning or termination of the lease, which Tenant may have against Owner.

### **Access**

Tenant shall permit the Owner or authorized agents to enter said unit at all reasonable hours to examine, inspect, repair, alter or show to prospective renters or purchasers. All rights of the Owner in this lease and in the leased property may be assigned, sold, pledged, or otherwise transferred, in whole or in part, without prior notice to Lessee. Tenant shall not hold Landlord liable in any way, for the act or actions of the persons performing services on or at the unit. Any and all problems with service people will be reported to the Landlord but are to be handled directly by Tenant.

### **Occupancy of the Property**

The property may only be inhabited by the signers of this document. Tenant has examined the premises, including appliances and adjacent areas before the signing of this lease and is satisfied with the condition of the premises. Tenant taking possession shall be conclusive evidence that the premises are habitable and are in good order and repair, except as otherwise specified in this agreement and/or the "MOVE-IN REPORT," which is to be completed at the time of moving into the unit. Unless there is written agreement to the contrary, it is expressly understood that this lease is for the dates listed and the holding over of one day shall constitute a full month's rent becoming due and payable immediately. It is agreed that prior to occupancy the deposit serves to hold the rental unit until the beginning of the occupancy. If occupancy is not taken by the Lessee, the deposit is forfeited. In the event the unit is not leased to another party, the Lessee will be held liable for rent in full whether the LESSEE occupies the premises or not. In the event the premises are not habitable by the occupancy date due to carryover of a previous tenant or by damage to the unit, the parties agree that this agreement will be binding for five (5) days after scheduled occupancy date; at such time if the unit is still uninhabitable, this agreement shall become void and all deposits will be returned. The lessor hereby gives notice that the lessee(s) has/have specific rights under the City of Bloomington Housing Code. These rights are outlined in the Tenants and Owners Rights and Responsibilities, which is provided to the lessee(s) as an attachment to this lease. The lessee (s) is/are responsible for cleaning the unit during their occupancy.

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In the event a Lessee is locked out of the rental unit between the hours of 8:00 AM and 5:00 PM the Lessee is subject to a \$15 charge for the Lessor to unlock the unit. If the Lessee is locked out between the hours of 5:00 PM and 8:00 AM or on weekends or Holidays, the Lessee is subject to a \$50 charge. All lock out fees are due at the time of the event.

**Compliance**

Use and/or possession of illegal drugs, underage drinking, and other illegal activities defined by city, county, state and /or federal law in and around the rental unit is/are prohibited. Residents will be held liable for their guests. No business use of the property is permitted. No vehicles other than regular private personal transportation vehicles are permitted to be parked on the property. Vehicles must be parked in designated parking areas. Tenant must use only one parking space.

**Acknowledgement/Copies**

At the time of the signing of this agreement each Tenant shall receive a true copy of this agreement and acknowledges receiving the same.

**Notices**

If any notices are required to be given to the Tenant, they may be served in person, by US Mail or delivered to the Tenant's Apartment.

**Joint and Several Liability**

Know also that all signers are jointly and severally liable for all rents and/or damages which accrue during the term of this lease agreement. This means that each person as a CO-TENANT is solely responsible for the full amount of the lease agreement and all its terms.

**Further Conditions:**

LANDLORD agrees to be responsible for Trash Removal and Lawn Care.

Shoveling snow will be done by Tenants.

**No satellite dishes allowed.**

**Utilities:**

Electric, Gas, Water, shall be transferred by Tenant into Tenant's name (date of move in) and paid for by Tenant.

Any other utilities that are wanted by the Tenant will be the Tenant's responsibility.

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**EM RENTALS, LLC**

The undersigned, understanding the contents of this document, freely agree(s) to its terms and conditions:

**Bloomington Cooperative Living BCL, Inc.** Lisa R. Schell Title treasurer

**CO-SIGNERS:**

1. Signature <u>[Signature]</u>	2. Signature <u>[Signature]</u>
1. Print <u>Alex Smith</u>	2. Print <u>Lydia Comer</u>
3. Signature <u>[Signature]</u>	4. Signature <u>[Signature]</u>
3. Print <u>LAURA SPEERS</u>	4. Print <u>Seth Frey</u>
5. Signature <u>[Signature]</u>	6. Signature <u>[Signature]</u>
5. Print <u>Katelin Nading</u>	6. Print <u>Eric Christopher Scott</u>
7. Signature <u>[Signature]</u>	8. Signature <u>[Signature]</u>
7. Print <u>Mary M. Hedrick</u>	8. Print <u>Daniel Weddle</u>
9. Signature <u>[Signature]</u>	10. Signature <u>[Signature]</u>
9. Print <u>Zona Riley</u>	10. Print <u>Elliot Hayden</u>
11. Signature <u>[Signature]</u>	12. Signature _____
11. Print <u>Zachary Gobst</u>	12. Print _____
13. Signature _____	14. Signature _____
13. Print _____	14. Print _____

**One Half of Deposit Paid** \$2296.00 **Date** 12-19-08

**Last Half of Deposit Must be paid by March 2, 2009 to make this Lease Valid**

**Last Half of Deposit Paid** \$2296.00 **Date** 2-27-09 RSN

PROPERTY MANAGER Signature [Signature]