

LEASE AGREEMENT
Ball State Properties LLC

This Lease Agreement ("Lease") is made and entered into this 23 day of June, 2017, by and between **Ball State Properties LLC** (the "Landlord") and the undersigned Tenant or Tenants as the case may be (collectively referred to hereinafter as the "Tenant"). Subject to, for and in consideration of the covenants, mutual undertakings, terms and conditions contained herein and other good and valuable consideration, Landlord hereby agrees as follows: 1. PREMISES. Landlord agrees to lease to Tenant and Tenant Agrees to lease from Landlord the single family residence located at **(Property)** (Delaware County) ("Premises"). 2. **TERM. This Lease shall be for a period of 12 months, commencing on the ("Term").** Tenant shall have no right to hold over, renew or extend the Lease unless it receives permission in writing from Landlord, which permission can be withheld in Landlord's sole discretion. If Tenant is permitted to remain in possession of all or any part of the Premises after the expiration of the Term, then Tenant shall be a lessee from month-to-month at the same rental and subject to all of the other applicable covenants, terms and conditions hereof. Such month-to month tenancy shall continue until either party gives the other one (1) full calendar month's notice of that party's intention to terminate such month-to-month tenancy. 3. RENT. Tenant hereby agrees to pay to the Landlord a total sum of \$_____ to be paid in twelve (12) equal, consecutive monthly payments of \$_____. The 1st rent payment is due on the commencement date set forth in Paragraph 2. Each of the following eleven (11) consecutive monthly rent payments shall be due on the 1st day of each month thereafter. If there are multiple Tenant, each Tenant is jointly and severally liable for all rent. Rent payments must be received by Landlord at the following location: Ball State Properties, LLC, 12091 Wetland Point Fishers, IN A. If said rent is not received by Landlord at the address above by the 1st day of the month, the Tenant shall be liable for a late fee of \$10.00 for each day the rent remains outstanding. A returned rent payment check is considered non-payment of the rent and the Tenant shall be subject to a \$35.00 service charge each time a check is returned, in addition to being subject to any applicable rent late fees. Upon the 2nd occurrence of a returned check, in addition to the returned check service charge and any late fee incurred, Landlord may demand all future rents to be paid by Bank Check or Money Order. B. Tenant shall be in default of this Lease if rents are not received by the Landlord by the fifth (5th) day of the month. Upon default, Tenant shall be subject to eviction, forfeiture of security deposit and acceleration of remainder of rents to the end of the Term. 4. JOINT AND SEVERAL LIABILITY AND RESPONSIBILITY. The Premises are leased to the below named Tenant. In addition to being jointly and severally liable for the rent, each Tenant agrees to be jointly and severally liable for all damage to the Premises and/or other expenses due under or damages arising out of obligations under the Lease. This joint and several liability is without regard to whether Tenant caused or had any personal responsibility for the funds, expenses or damages. 5. SECURITY DAMAGE, AND CLEANING DEPOSIT. Tenant shall deposit the sum of \$_____ as a security damage and cleaning deposit ("Security Deposit"), for the full and faithful performance of all terms and conditions

of this Lease. The Security Deposit is not in on rental payments, final or otherwise. The Security Deposit shall be returned to the Tenant within forty-five (45) days following the satisfactory completion of this Lease. In the event of a breach or default by the Tenant in respect to any of the terms or conditions of this Lease, Landlord may apply such sum or any part thereof to any cost, damage, losses or injuries caused by Tenant by such breach or default and without in any manner waiving or limiting Landlord's right to further hold Tenant liable for cost, damages, losses or injuries otherwise due. Upon vacating the property, or termination of the Lease, Tenant shall be equally charged (from the Security Deposit) the final sewage bill and the cost of carpet cleaning/floor waxing incurred by the Landlord. 2 Initials _____

6. USE AND OCCUPANCY. The Tenant shall use the Premises solely for residential purposes. Tenant may not use the Premises for any business, profession or trade of any kind, or for any purpose other than as a residential purpose. Without written permission, only those Tenants or others listed on the Lease are permitted to reside on the Premises. Tenant shall keep the Premises in a clean, orderly and safe condition. Tenant shall not use the Premises or maintain them in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority, including without limitation, zoning ordinances, nor shall Tenant maintain, permit or suffer any nuisance to occur or exist on the Premises. The Tenant shall not engage in or permit any illegal or improper usage or activities on the Premises. The Tenant shall not create any disturbances, noises, or other annoyance detrimental to the reasonable comfort of any other tenant or persons in the neighborhood. Any violation of this section shall be considered a material breach of this Lease and subject the Tenant to immediate expulsion of the Premises.

7. UTILITIES. Tenant, in addition to the monthly rent, shall be responsible for and have all utilities in their names(s) including, electric, gas, sewage, and water. All utilities and services incurred by said Tenant must be paid by the due date. If Tenant fails to keep utilities on, Tenant will be responsible for any damage(s) resulting from utilities being turned off. 8. ALTERATIONS & MAINTENANCE OF PREMISES. Tenant shall not cause or permit any alterations, additions or changes of or upon any part of the Premises without first obtaining the written consent of Landlord. All approved alterations, additions or changes to the Premises shall be made in accordance with all applicable laws and shall become the property of Landlord. Landlord, promptly after written notice from Tenant of the need thereof, shall make all repairs necessary to maintain (i) the exterior and structural walls, structural floors (excluding floor coverings), foundations, roof, gutters, and exterior downspouts of the Premises, and (ii) the furnace (tenant shall replace furnace filters not less than every six months for filters 4" or more in width or three months for filters less than 4" in width) located on the Premises in the same condition they are now in, except to the extent that the acts or neglect of Tenant or anyone being on the Premises with the permission of Tenant necessitates such repairs. Tenant shall make all other repairs not required to be made by Landlord to maintain the Premises in at least as good a condition as they are now in. Tenant will not permit vehicles to be parked on any portion of the lawn other than on the driveway. Tenant accepts the Premises in their present condition. Tenant shall not be obligated under the terms of this provision to repair any injury to the Premises resulting from fire or other casualty to

the extent that any such damage is covered by Landlord's insurance. Tenant shall not permit any mechanic's lien to be filed against the Premises nor against Tenant's interest therein by reason of labor, services, materials or equipment claimed to have been performed or furnished to or for the Tenant. Nothing in this Lease shall be deemed or construed to constitute consent to, or a request to any party for the performance of, any labor or services or the furnishing of any materials or equipment for the improvement, alteration or repairing of the Premises; nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material or equipment that would permit the attachment of a valid mechanic's lien.

9. SURRENDER. The Premises are rented unfurnished. Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the same condition in which the Tenant received them, the effects of ordinary wear, acts of God or casualty excepted. Damage to walls by nails, screws and furniture shall not be considered ordinary wear. Unless any event of default as hereinafter defined has occurred and remains uncured, Tenant shall remove all of Tenant's personal property from the Premises prior to the expiration of the Term. Any damage caused to the Premises by such removal shall be repaired by Tenant prior to the expiration of the Term. At Landlord's option, if Tenant fails to remove such personal property, the same shall be deemed the property of the Landlord.

10. TENANT SUBLETTING OR ASSIGNMENT. Tenant shall not assign, mortgage, encumber or transfer this Lease in whole or in part, or sublet the Premises or any part thereof, nor grant a license or concession in connection therewith without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Furthermore, any approved sublease agreements become part of this Lease. Even in sublet is 3 Initials ____ permitted, Tenant is responsible for lease payments as directed by the lease and sub-tenants are responsible to Tenant for their payment.

11. RIGHT TO ACCESS AND OTHER RESERVED RIGHTS. Landlord reserves the following rights: A. To enter the Premises, without advance notice, during all reasonable hours to examine and protect same, to show the Premises to prospective buyers or renters, or to make such repairs, additions or alterations, and for any other purpose whatsoever related to the safety, protection preservation or improvements of the Premises or the building. B. To enter the Premises at any time during the last sixty (60) days of the Term to decorate, remodel, repair, alter or otherwise prepare the Premises for occupancy. C. At all times, to display yard signs with rental, sale, vacancy, political or other information. D. To constantly retain and use passkeys to the Premises. The Parties agree that the exercise of the reserved rights by Landlord shall never render Landlord liable in any manner to Tenant or to any person in the Premises, nor deemed to be a trespass or event of constructive eviction.

12. RULES AND REGULATIONS. Landlord's printed Rules and Regulations and the Rules & Regulations of the University Area Landlord Association (U.A.L.A.) attached hereto are incorporated and made a part of this Lease. Failure of Tenant or Tenant's guests to observe and/or comply with these rules and regulations will constitute a breach of this agreement. Landlord reserves the right to make reasonable changes or additions to such rules and regulations and Tenant agrees to comply with such new rules and regulations.

13. ADDITIONAL TENANT

RESPONSIBILITIES AND DUTIES. The Tenant shall be responsible for: (a) all damages to the Premises or to any other Tenant or third parties caused by Tenant or Tenant's guests acts or failures to act, waste, misuse, or neglect; (b) as well as any cost of repair of any stoppage caused to the plumbing or damage to other equipment, appliances, or fixtures in or on the Premises caused by misuse or Tenant or Tenant's guests actions or inactions. Tenant will be charged \$75.00 for each cigarette burn, tear, cut, or stain on any carpeting, flooring, or counter surface if the Landlord deems in its sole discretion the carpeting, flooring, or counter top is still useable. If the carpeting, flooring or counter top needs to be replaced due to such damage, Tenant will be responsible for the entire cost of replacement.

Determination of repair or replacement will be at the discretion of the Landlord.

Tenant shall not allow property to be used by non-tenants for school or any other projects.

14. ABANDONMENT. In the event Tenant shall abandon or vacate the Premises before the end of the term, the Premises or any part thereof may be repossessed by the Landlord and re-let upon terms satisfactory to it in its sole discretion, and the Tenant shall be liable for any resulting deficiency. Tenant's liability for deficiency includes, but is not limited to: redecorating costs, repair costs, loss of rent for days of vacancy, and cost of obtaining a new tenant. Landlord may apply Tenant's Security Deposit to rectify any damage caused by Tenant's vacating or abandonment. Application of the Security Deposit shall not waive or limit Landlord's right to further hold Tenant liable and responsible for cost and damages, loses, injury or any obligation due hereunder.

15. DEFAULT OF LEASE. It shall be deemed to be an "Event of Default" if (a) Tenant should fail to pay any installment of rent when the same becomes due and the failure continues for a period of five (5) days or more, (b) Tenant fails to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Tenant and such failure continues for fifteen (15) days after notice thereof is given to Tenant, (c) Tenant should abandon the Premises, or (d) there should be filed a petition in bankruptcy or for appointment of a receiver by or against Tenant. Upon the occurrence of any Event or Default, Landlord may, at Landlord's option, in addition to any other remedy or right Landlord may have hereunder or by law, re-enter the Premises without demand or notice and resume possession by any action in law or equity or by self-help without being liable in trespass for any damages and without terminating Tenant's continuing liability under this Lease. Landlord may remove all persons and property from the Premises and such property may be removed and stored at the cost of Tenant. Without terminating this Lease, Landlord may relet the Premises without the same being deemed and acceptance of a 4 Initials _____ surrender of this Lease or a waiver of Landlord's rights or remedies and Landlord shall be entitled immediately to an amount equal to the rent and other payments provided for in this Lease which would have become due and owing hereunder from time to time during the balance of the term of this Lease plus the costs and expenses paid or incurred by Landlord from time to time in obtaining possession of the Premises, removal and storage of Tenant's property, care, maintenance and repair of the Premises while vacant, reletting the Premises, repairing, altering, renovating or otherwise putting the Premises into condition acceptable to and reasonably necessary to obtain a new lessee and making all repairs required to be made by

Tenant hereunder and performing all covenants of the Tenant relating to the condition of the Premises, less the rent, if any, actually collected from reletting the Premises. Landlord shall be entitled to recover from Tenant the reasonable legal costs and attorney's fees incurred by Landlord in connection with enforcement of any covenant, term, or condition of this Lease. The failure on the part of the Landlord to re-enter or repossess the Premises or to exercise any of its rights hereunder upon any default shall not preclude the Landlord from the exercise of any such rights upon subsequent defaults. The acceptance of past due rent will in no event act as a waiver of Landlord's right to terminate this Lease for non-payment of rent when due, no notice or demand shall be required for enforcement. In the event of a default, the Tenant shall vacate the Premises immediately upon the written demand of the Landlord. In addition, Tenant understands and agrees, that in the event of default, in addition to the above, collection agency fees equal to forty (40) percent of the delinquent balance will be added to the amount due on the account.

16. CONTINUING LIABILITY. In the event the Tenant vacates, abandons, is removed or evicted from the Premises, or the Lease is terminated prior to the stated expiration of the Term, Tenant agrees that their liability to pay the rent and utilities for which they are responsible under this Lease, shall continue for the Term of this Lease, unless Landlord re-lets the Premises, which Landlord shall be required to mitigate.

17. ATTORNEY'S FEES. Tenant agrees to pay Attorney's fees actually incurred, as well as all collection agency fees, and court costs, including but not limited to moving expenses and storage for the enforcement by the Landlord of any and all provisions of this Lease.

18. ASSIGNMENT AND SUBORDINATION. All rights of the Landlord in this Lease and in the Premises may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to the Tenant. The assignee shall be free from any and all defenses, set-offs or counter-claims which the Tenant may be entitled to assert against the Landlord.

19. LANDLORD'S NON-LIABILITY AND INSURANCE. Tenant shall keep in full force and effect during the term of this Lease, a policy of general liability or renter's insurance with respect to the Premises. Landlord shall carry such insurance against loss of the improvements on the Premises, by fire and other hazards, as Landlord deems necessary. It is understood that Landlord does not maintain any insurance for the benefit of the Tenant. It shall be the responsibility of the Tenant to carry insurance to cover any and all personal property within the demised Premises, including, but not limited to fire, water or sewer backup damage.

20. INDEMNIFICATION AND RELEASE. Subject to Indiana law, regardless of whether several, separate, joint or concurrent liability may be asserted or imposed upon Landlord, Tenant shall indemnify and hold Landlord harmless from and against all damages, claims and liability arising from or connected with Tenant's control or use of the Premises, including without limitation any injury to person or damage to property. This indemnification shall not include any matter for which the Landlord is effectively protected by insurance. If Landlord shall without fault become a party to litigation commenced by or against Tenant, then Tenant shall indemnify and hold Landlord harmless. Tenant hereby expressly releases Landlord, its officers, agents, representatives, licensees and employees from (i) any and all liability for any personal injury, bodily injury or other loss or damage to Tenant, its invitees or

Occupants, or any property of Tenant, its invitees or Occupants, caused by failure of any plumbing, heating, sewage, electricity, water, or gas system resulting from any explosion, fire, water, moisture, mold, fungus or biological organism or from any other cause whether or not similar to the foregoing causes, and (ii) the failure of any fixtures, including, but not limited to, locks, latches, fire and safety equipment resulting from any defect, misuse, vandalism or from any other cause, whether or not similar to the foregoing causes. Tenant shall immediately notify Landlord 5 Initials ____ in writing in the event of any water spills or leakage, mold, damage or other condition that may require repair, maintenance or abatement to be performed upon the Premises.

21. SECURITY. Tenant agrees to look solely to the public police force for security protection. Landlord shall have no liability regarding any personal injury or damage or loss of any personal property belonging to Tenant, Occupants or their respective invitees. Landlord will not be liable to any Tenant, occupant or their respective invitees for damages or loss to person or property caused by other persons, including but not limited to burglary, assault, vandalism, terrorist act or activity, other crimes or acts of war. Tenant shall be responsible to obtain its own insurance to protect against all losses. Landlord is not required to furnish security guards or patrols, security lighting, security gates or fences or other forms of security. Tenant agrees to exercise due care for the safety and security of Tenant, Occupants and their respective invitees. Tenant is responsible for testing smoke detectors once a month and shall report any malfunctions to Landlord immediately.

22. CRIMINAL ACTIVITY STRICTLY PROHIBITED. Tenant, any member of Tenant's household, or a guest other person under Tenant's control, shall not: (a) Engage in, or engage in an act intended to facilitate, criminal activity, including drug-related criminal activity, in or near the Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 802 of Title 21 of the United States Code); (b) Permit the Premises to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is Tenant, a member of Tenant's household or a guest; or (c) Engage in any other illegal activity, including but not limited to (a) unlawful discharge of firearms in or near the Premises; and (b) any other activity that otherwise jeopardizes the health, safety, and welfare of Landlord, its agents, employees, invitees or licensees, or other Tenants or their guests; and (c) any other activity that involves imminent or actual property damage. Tenant represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is prohibited from dealing or engaging in transactions (a "Prohibited Party") under: (i) Executive Order 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective as of September 24, 2001 (including, but not limited to, those persons and entities named on the Annex attached thereto), (ii) anti-terrorist sanction regulations implemented by the Office of Foreign Assets Control, U.S. Department of Treasury ("OFAC") (including, but not limited to, those persons and entities named on the OFAC's Specially Designated Nationals and Blocked Persons list), or (iii) any other regulation, statute, executive order, or governmental action. Tenant further represents and warrants that Tenant is not and shall not engage in

any dealings or transactions or be otherwise associated with a Prohibited Party. VIOLATION OF SUBPARAGRAPHS (a) OR (b) ABOVE SHALL BE CONSIDERED AN EVENT OF DEFAULT HEREUNDER AND GROUNDS FOR IMMEDIATE TERMINATION OF THIS LEASE. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. 23. CHOICE OF LAW/WAIVER OF JURY TRIAL. This lease, and the right and obligation of the parties hereto, shall be interpreted and construed in accordance with the laws of the State of Indiana. Additionally, Landlord and Tenant hereby waive any right to a trial by jury in any action or proceeding, including any counterclaim by Tenant in any such action or proceeding, arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or the Premises or Tenant's use and occupancy thereof or any claim of injury or damage resulting from an occurrence in, about, or related to the Premises, including, but not limited to, consequential and punitive or exemplary damages. 24. CASUALTY LOSSES. In the event that more than twenty-five (25%) per cent of the square footage of the Premises is damaged, 'destroyed or rendered un-tenantable by fire or other casualty, Landlord may elect to 6 Initials ____ terminate this Lease by giving notice of such election to Tenant on or before the day which is ninety (90) days after such fire or other casualty, stating the date of termination, which termination shall be not more than thirty (30) days nor less than twenty-one (21) days after the date on which such notice of termination shall have been given; and (1) upon the date specified in such notice this Lease and the Term shall cease and expire; and (2) any fixed annual rent and additional rent paid for a period after such date of termination shall be refunded to Tenant upon demand. If the Premises are damaged or destroyed in whole or in part by fire or other casualty and the Tenant do not want to terminate the Lease, then the obligations of the Tenant to pay fixed rent and to perform all of the other covenants and agreements on the part of Tenant to be performed pursuant to this shall not be diminished or affected. 25. KEYS. The Tenant shall receive keys on the inception date of the Lease. The keys are not to be duplicated except by the Landlord. If a key is lost or stolen, Tenant will pay all charges incurred in the replacement of the locks and the making of new keys. Changing of locks by the Tenant constitutes a breach of this Lease and will be treated as any other breach of this Lease. 26. FEDERAL EPA LEAD-BASED PAINT DISCLOSURE and SMOKE ALARM AFFIDAVIT. Tenants acknowledge that they have been provided with copies of the Federal EPA Lead-Based Paint Disclosure and Smoke Alarm Affidavit. 27. ADDITIONAL WARRANTIES AND REPRESENTATIONS. Tenant expressly warrants and represents that: A. They are competent to execute this Lease and are entering into same freely and voluntarily without duress for the purposes set forth herein. B. They have had the opportunity to consult with independent counsel of their choosing prior to executing and entering into this Lease. C. They have read, understand and otherwise fully informed themselves of the contents, terms, conditions, and effects of this Lease, have read and understood this document, and have had its contents fully disclosed and explained to them and understand the same. D. They are not signing the Lease under duress and recognize that they may seek alternative rental properties which may have different lease terms and conditions. 28. BINDING EFFECT. This Lease shall extend to and be binding upon the heirs, personal

representatives, and successors and assigns of the parties. This provision, however, shall not be construed to permit the assignment of the Lease except as may be permitted hereby. 29. RULES OF CONSTRUCTION. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of such provisions. 30. NON-WAIVER AND REMEDY ELECTION. No waiver by Landlord of any default by Tenant shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. Landlord's acceptance of rent shall not be deemed a waiver as to any proceeding default. The election by the Landlord of one particular remedy does not prohibit the Landlord from seeking any and all other remedies. 31. ENTIRE AGREEMENT/MODIFICATIONS. The parties agree that all negotiations are merged into this document and that there are no additional terms or conditions not covered in this Lease. Any and all modifications to this Lease shall be in writing and executed by all parties. 32. SEVERABILITY. If any provision of this Lease, or the application of any provision of this Lease to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this 7 Initials ____ Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law 8 Initials ____ TENANT Tenant:

____ SS#: _____ Phone: _____
(Print) Home Address: _____ City: _____ State:
____ Zip: _____ Signature: _____

Date _____ PARENT(S)/GUARDIAN(S) GUARANTEE In consideration of and to induce the execution and delivery of this Lease, the undersigned Guarantor(s) jointly and severally and coextensively with Tenant 1 hereby unconditionally, absolutely and without limitation in time or amount, guarantee to the aforesaid Landlord the full and timely payment and performance of Tenant 1's rent and other obligations, covenants, terms, and conditions under the Lease, including the payment of Landlord's expenses including by not limited to attorney's fees, incurred in enforcing this Guaranty. This Guaranty shall be a continuing Guaranty, not affected or diminished by any indulgence or extension of time that may be granted by Landlord to Tenant or by Tenants subleasing or assignment of this Lease.

Liability of Guarantor(s) will continue if Tenant reviews, signs an addendum or otherwise extends the Term or their Lease of the Premises. Parent(s)/Guardian(s) of Tenant: _____ Print Name(s) Address: _____
____ City: _____ State: ____ Zip: _____ SS#: _____
____ Contact Phone: _____ Signature(s): _____
____ Date: _____ LANDLORD: Signature: _____
____ Date: _____ I understand

that the above signature authorizes the Landlord to conduct a background and credit check at their discretion. 9 Initials ____ RULES & REGULATIONS Each Tenant Shall: 1. Properly dispose of rubbish, garbage, and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all cost of extermination

and fumigation for infestation caused by Tenant 2. Not allow trampolines on Premises at any time. 3. Not allow pets or other animals on the Premises at any time, for any reason. If a pet or animal is found on the Premises, there will be an automatic cleaning charge for the carpet, plus an additional fee of \$100.00 per day for each day the pet is on the Premises. A minimum charge will be \$100.00. Permitting a pet on the property shall be considered a material breach of the lease and automatic eviction may result. 4. Not permit a nuisance or common waste. Tenants will be responsible for the activity/damages of their guest(s) or invitees. 5. Not dispose grease or solid non-biodegradable waste through sink drains or toilets. All grease should be disposed of with refuse in the proper containers. Flushing of sanitary products (tampons, pads, etc.) or any other substance other than human waste or toilet paper is forbidden. Tenant is responsible for keeping all drains free from hair or other objects that may clog the drains. The Tenant is responsible for paying all plumbing charges due to clogged drains and/or toilets. Tenant is responsible for all service call charges when no problem is found. 6. Not use glue or tape on the walls to hang pictures, etc. A charge of \$10.00 per piece of tape or spot of glue will be assessed to Tenant for the removal of same by Landlord. Only small finishing nails or tacks allowed. 7. Keep all doors and windows locked upon Tenant leaving the Premises. The Landlord shall not be responsible for theft of any item. 8. Prior to vacating Premises, complete all items and submit the CHECKLIST FOR VACATING HOUSE acknowledging such completion. A copy of which is attached. A charge for those items not completed satisfactorily by tenants will be assessed by Landlord, a Minimum charge of \$20.00 per hour for labor (per person required to complete the job), plus cost of repair and/or replacement parts. After vacating property, Tenants shall be charged one hundred dollars (\$100.00) for each load or partial load of trash which must be removed from Premises by Landlord. 9. Tenants, immediately upon demand from the Landlord, must pay for any damages caused to the Premises by Tenants. Failure to pay for such damages will be considered a default of the Lease, as described in paragraph 13 of the lease contract 10. The Tenant agrees that no alteration, additions, additional locks, or bolts, to the doors or windows, are to be made or added. No paints, stenciling, or stains or screws, nails, tape or glue to the woodwork, walls, floors or furnishings are to be applied without written consent of the Landlord. 11. Tenants must pay for all damage caused by wind or rain, resulting from a window, door or storm door left open. Repair or replacement of the damaged items will be at the Landlord discretion. Tenant shall be responsible for damages caused by wind blowing open storm doors not properly latched. 12. No shelving, brackets, etc to be mounted to walls or doors via any type of anchoring systems without written approval of Landlord. 13. Mini Blinds and windows coverings are not to be removed. Tenant will be responsible for cost of replacing damaged blinds. 14. If Tenants allow smoking in the Premises, any cleaning or painting required or repairs needed as a result of the smoking will be charged to the Tenants. 15. No cigarette butts, cans, bottles, trash or debris in yard, porch, patio, or sidewalk. If found, Landlord will remove or have removed at a charge of \$25.00 per hour to Tenants. 16. Tenant agrees to pay for all repairs that Landlord performs during this lease agreement, if damages are caused by tenant. Payment is due immediately upon completion of repair and receipt of a bill from the

Landlord. 17. Absolutely no vehicles of any type will be in the yard at any time. (including during move in and move out.) A fine of \$100.00 will be assessed if this rule is not adhered to. 18. Tenant agree that in the event that they do not renew their current lease by October 1st, each year, that Landlord will begin showing property to potential Tenants for the next school year, with as little as 30 minutes notice, if necessary. The showings of the property will continue until the Unit is released. 10 Initials ____ 19. During the time that the Landlord is showing the property to perspective Tenants, the current Tenants will maintain the property in a clean & neat condition. In the event that the Tenant do not adhere to this rule, Landlord may, at his discretion, hire a service to enter the property and clean as necessary, at the current Tenants expense. 20. All plastic swimming pools must be moved every 48 hours to prevent killing the grass. A fine will be assessed if not done. 21. No satellite dishes are to be attached to any part of the property. 22. Tenant or guest shall not be on the roof at any time for any reason. This constitutes a \$100.00 fine plus roof repairs. 23. Parking spaces are provided for tenants only. All vehicles must be properly licensed and operable. No other objects may be placed in parking spaces. Landlord may fine tenant \$100.00 and have vehicle towed, or other objects removed at Tenant's expense. 24. Tenants shall be totally responsible for the extermination of ants, mice, roaches, bedbugs, and any other infestation of the property while occupied by tenants 25. No drug paraphernalia, including but not limited to bongs, hash pipes, blow tubes and water pipes. If found, they may be confiscated and Tenant will be responsible for any damage caused. (i.e., replacement of entire carpet and/or counter tops, etc.) in addition to a \$100.00 fine. I, as Tenant, have read and understand the above RULES AND REGULATIONS and agree to abide by all. _____ Date _____ (Tenant Signature) 11 Initials ____

CHECK LIST FOR VACATING HOUSE ____ Defrost the freezer, and empty ice trays. Clean all food stuffs from refrigerator and freezer, turn off, and leave the door open. ____ Clean, stove, oven, racks, refrigerator, dishwasher, washer, dryer, sink, kitchen, cabinets, cabinet shelving, micro, vents, and floor. ____ Clean all windows inside, all window sills, and mini blinds. ____ Wash all baseboards in all rooms. ____ Wash all light fixtures and ceiling fans in all rooms. ____ Wash all closet shelves. ____ Vacuum all carpets, including carpet next to baseboards. ____ Sweep stairs, basement, & porches, and collect all trash from yard, including cigarette butts. ____ Clean Bathroom(s) — Tubs, Shower, Sinks, Toilets, Tank under Toilet, Closet Shelving, Light fixtures, Vents, Mirrors and Floor. ____ Clean living room, bedrooms and dining room. ____ Replace burned out light bulbs and smoke detector batteries (\$10.00 per item we have to replace), and repair any broken items. ____ Remove all trash; place in "heavy" plastic bags and place at normal trash pick up site. ____ Wash all doors (inside & outside). ____ Notify: Gas, Electric, Water, Sewage, Cable, and Telephone companies of your departure and forwarding address. ____ Vacuum all heat registers ____ Notify Landlord of the departure time, and leave the Landlord a current forwarding address if you want your deposit sent to a different address that appears on your lease contract. Failure to do so will delay the return of any damage deposits. ____ Close & lock all windows and doors. Leave bedroom key in bedroom door, and leave house key on

kitchen counter with your name Attached to the key. IT IS THE TENANT'S RESPONSIBILITY TO LEAVE THE PREMISES IN A CLEAN AND GOOD CONDITION. IF THE AFOREMENTIONED ITEMS ARE NOT COMPLETED TO THE LANDLORD'S SATISFACTION, A CLEANING SERVICE WILL BE ENGAGED AT A COST OF \$20.00 PER HOUR, PER PERSON TO COMPLETE THE ABOVE ITEMS. THIS AMOUNT, PLUS THE COST OF DAMAGED ITEMS, REPLACEMENT PARTS, AND CLEANING MATERIALS WILL BE DEDUCTED FROM TENANTS SECURITY/DAMAGE/CLEANING DEPOSIT. ANY PERSONAL PROPERTY REMAINING IN THE PROPERTY AT THE END OF THE TERM SHALL BE DEEMED ABANDONED BY TENANT AND MAY BE DISPOSED OF BY LANDLORD AT TENANT'S COST. I, as Tenant, agree the above conditions: _____ Date _____ (Tenant

Signature) 12 Initials ____ UNIVERSITY AREA LANDLORD ASSOCIATION (UALA) RULES & REGULATIONS Tenant Shall:

- Keep the Premises in a dean and sanitary condition at all times.
- Properly dispose of rubbish, garbage, and waste in a clean and sanitary manner at reasonable and regular intervals. At times when city provided containers are full, additional garbage shall be properly placed in closed plastic garbage bags for city sanitation employees to collect and dispose of
- Keep trash totes in a designated area per Landlord recommendation/policy.
- Regularly keep yards, parking lots, sidewalks and porches free of trash and debris
- Not have furniture in yard or on porches which is not designed for that purpose.
- Not permit loud noise, social gatherings or music that disturbs neighbors.
- Not host parties— No exceptions. Landlord reserves the right to charge a fine of \$500.00 per violation, due and payable immediately. Any noise or common nuisance violation will be considered a breach of this lease and may result in eviction.
- Not park automobiles, motorcycles, or any motor vehicle in yard. Such vehicles shall be towed away at owner's expense.
- Be allowed one vehicle per tenant to park at the Premises.
- Not permit the parking of boats, campers or trailers at the Premises.
- Ensure that each vehicle parked on the Premises is properly and entirely parked clear of the street area.
- Keep Landlord advised of any changes in Tenants cell phone numbers.
- Properly use all electric, gas, heating, plumbing and other fixtures and appliances
- Not dispose of grease or solid non-biodegradable waste through the sink or toilets.
- Not intentionally or negligently destroy, deface, damage, impair, or remove any part of the Premises, their appurtenances, facilities, equipment, appliances, fixtures, nor shall said Tenant permit any member of his/her family, invitees, licensee or other person acting under his control to do so
- Replace all expired light bulbs and broken glass at the expenses of the Tenant.
- Not remove SMOKE ALARM BATTERIES for any reason except to replace with new batteries.
- During heating season when temperatures drop below freezing, Tenant shall not turn off furnaces or lower thermostat below 55 degrees. Such conditions require Tenant to maintain a small stream of water from all faucets. Tenant will be held financially responsible for any and all damages...this includes damage from pipes that become frozen due to little or no heat.
- Not permit anyone whose name is not on the lease to live in the property.
- Not permit outdoor grills to be used on covered porches, decks, or within 5 feet of the house.
- Not store gasoline or other flammable items on the Premises, unless otherwise specified by Landlord.
- Not permit any illegal activity on the Premises.
- Not permit firearms on the Premises.

LANDLORD SHALL:

- Provide Tenant with a

clean, safe, and well-kept property upon the commencement of this lease, • Respond to any phone call received from Tenant(s) regarding housing problems within 24 hours, and sooner in the case of an emergency. • Make necessary repairs within a reasonable and appropriate amount of time. • Provide to Tenant an estimated time frame for the completion of repairs and Landlord shall communicate what responsibility Tenant will have in order for the work to be completed. • Provide reasonable notice prior to showing property to prospective tenants. It is unacceptable for the Landlord to show up without notice to Tenants. • If at any time Tenant does not receive appropriate follow-up regarding housing maintenance, he/she is encouraged to report the incident to our web site at UALAONLINE.ORG.

Property Address _____ 13

Initials _____