

Burnham Place Apartments, LLC.

444 E. Third St., Suite 1

Bloomington, IN 47401-3608

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www.burnhamrentals.com.....info@burnhamrentals.com

LEASE AGREEMENT 2012-2013

THIS INDENTURE WITNESSETH, that Burnham Rentals (“LESSOR”), 444 E. Third St., Bloomington, Ind., 47401, or P.O. Box 1248, Bloomington, Ind., 47402, acting as Agent (“AGENT”) for Burnham Place Apartments, LLC, of the County of Monroe in the State of Indiana has this day of leased to: _____

_____, (“LESSEE(S)”) of said County and State, and to their Executor/Administrator and assigns the following premises in said County and State to Wit: **444 E. Third St., Apartment # _____** together with the right, privileges, and appurtenance’s, to the same to have and to hold from **12:00 Noon on the _____ day of _____, 20____**, to **12:00 Noon on the _____ day of _____, 20_____**. **The Lessee(s) hereby agree(s) to pay as rent for said premises the total sum of \$_____.** Said rent shall be payable in _____ monthly installments of \$_____ on or before the _____ day of each month in advance. It is understood that this contract is not a one year contract unless otherwise specified. The final rent payment must be received in the Lessor’s office no later than 5 days of its due date. Failure to pay this could result in immediate legal action. Failure to pay rent when due could result in Internet service included with the rental unit being suspend until the past due amount is paid in full. Lessor, as agent for Burnham Place Apartments, LLC has the right to assign all interest in this lease to any other legal entity and said assignee shall be entitled to any and all rights of this lease. Rent payments should be mailed to Burnham Rentals, P.O. Box 1248, Bloomington, IN 47402-1248 or can be dropped off at the Burnham Rentals office.

All signatories are jointly and severally liable for all rents, damages, and charges that accrue during the time of this lease or any addendum to this lease. If there is more than one Lessee, each party is solely liable for the full amount of the rent specified. The acceptance by the Lessor of individual, separate payments does not remove this liability.

If the Lessee(s) take(s) possession prior to the scheduled lease start date, the Lessee(s) will pay a per day charge based on the monthly rent amount divided by 30 then multiplied by the number of extra days before the scheduled lease start date. If the Lessee(s) has/have not paid the rent by the due date, the Lessor has the right to assess a late fee of \$5 per Lessee day until the rent is paid in full. If the Lessee(s) pay(s) the rent by check and the check is returned for any reason, the Lessee(s) shall pay an additional \$20, which shall be deemed a “Bad Check Charge.” The Lessor may require Lessee(s) to pay rent by cash or certified check if more than one check is returned for any reason.

The Lessor’s hours of operation are 9:00 a.m. to 4:30 p.m., Monday through Friday. The Lessor reserves the right of entry for maintenance, repairs, water meter reading, and emergency situations. The

Lessor has the right, with advance notice to the Lessee(s), to show the rental unit to prospective tenants during regular hours of operation. Lessee(s) shall maintain the rental unit in a reasonable, clean condition and allow the Lessor complete access to the unit.

DAMAGE DEPOSIT

A damage deposit in the amount of \$_____ has been paid by the Lessee(s) to the Lessor at lease signing. **The damage deposit is not to be considered a rent payment.** It is also understood that Lessee(s) is/are not paying the last month’s rent at this lease signing. Lessor does not currently collect the last month’s rent payment at the lease signing. The damage deposit will be returned upon the completion of the lease and the Lessee(s) vacating the unit without damages other than normal wear and tear on the premises. It is the responsibility of the Lessee to provide the Lessor with a forwarding address. The Lessor reserves the right to use the damage deposit for any unpaid rents.

The Lessor is not responsible to the Lessee(s) for damages if they are beyond the control of the Lessor, including damage that may occur due to wind, storm, rain, fire, smoke, sprinkler systems, or interruption of equipment or utility functions. **It is the responsibility of the Lessee(s) to cover any and all personal property with renter’s insurance.**

OCCUPANCY and SUBLEASING

It is understood and agreed that this unit is being rented to _____ **person(s) and only _____ person(s).** Occupancy is limited to this number and named person(s). The premises are to be used and occupied by the named Lessee(s) for a residence and for no other purpose. Lessee(s) is/are not permitted the right to store furniture or other personal belongings of other persons not party to this lease in the rental unit. Lessee(s) is/are responsible for cleaning of the rental unit during their occupancy.

The premises are not to be subleased or occupied by other persons or for other purposes than herein expressed without written consent of the Lessor. If the Lessee(s) decides to sublease the rental unit, they may do so subject to the Sublessee(s) approval by the Lessor, and where applicable, all roommates remaining in the unit during the lease term. Lessor reserves the right to charge a \$75.00 subleasing fee. The Sublessee(s) is obligated to post a damage deposit and sign the original lease. The Lessee’s(s’) original damage deposit shall be held by the Lessor until the expiration of the lease. The original Lessee is ultimately responsible for the Sublessee. **Multiple subleases are not allowed. A rental unit may only be subleased once during a lease period.** A copy of the “Conditions of Subleasing” is available at the Lessor’s office or on the Lessor’s website. Should a rental unit be subleased for any term during this contract and the original Lessee(s) renews for another term in the same rental unit, the original lessee has the responsibility to advise Burnham Rentals in writing of any damages caused by the sublessee. Original Lessee(s) must advise Burnham Rentals in writing within 5 days of taking possession of the rental unit of any damages caused by sublessee(s). If this does not occur, Sublessee(s) deposit will be refunded in full and original Lessee(s) will be held responsible for those damages caused by sublessee(s).

In the event a Lessee is locked out of the rental unit during normal business hours, the Lessee is subject to a \$15 charge for the Lessor to unlock the unit. In the event a Lessee is locked out of the rental unit after normal business hours or on weekends, the Lessee is subject to a \$50 charge for the Lessor to unlock the unit. Lockouts or lost key calls between the hours of 10 pm and 6 am may be required to wait until 9 am the next morning to be let into their rental unit or for key replacement. This is at the Lessor’s discretion. A \$20 replacement key charge will be assessed to Lessee if a replacement key has to be issued due to Lessee loosing or leaving the rental key elsewhere. Should the rental unit lock have to be changed due to Lessee’s loss of key(s), a \$50 lock change fee will be assessed.

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) hereby

denote(s) receipt of the summary. The Lessee(s) also has/have the right to examine the Occupancy Permit for the premises, which is issued by and on file with the City of Bloomington Housing and Neighborhood Development. This permit is also on file in the Burnham Rentals office.

NO SMOKING PROHIBITION

Smoking is prohibited in any indoor area of the rental unit, including any enclosed hallways. For the purposes of this lease smoking means: the burning of a lighted cigarette, cigar, pipe, and any other matter or substance that contains tobacco or other materials. This provision applies to Lessee and their guests. It is the responsibility of the Lessee to inform his/her guests of the no smoking provision of this lease and prohibit smoking by Lessee's guests while in the rental unit. Smoking by Lessee or guests in the rental unit is a violation of the lease. A breach of this provision shall be considered a material breach of the lease and grounds for eviction by Lessor. A \$350 fine can be assessed by Lessor if Lessee is in violation of this provision. This provision does not ban smoking outside of the rental unit on walkways, sidewalks, open air areas or parking areas. Any Burnham Rentals resident renewing from the 2010-2011 lease term and remaining in their current unit will be grandfathered from this clause.

OTHER PROHIBITIONS

The 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 and will not be tolerated. Violation of this provision is cause for immediate eviction. Resident(s) will be held responsible for the actions of guests.

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. The rental unit is to be kept quiet enough as not to disturb any neighbors *This policy is strictly enforced and should Lessee(s') feel that they cannot observe this policy, they should not sign this contract.* Vocal or instrumental practice or instruction is not allowed.

NO PETS OR VISITING PETS ARE ALLOWED IN, ON, OR AROUND THE RENTAL UNIT. A violation of this provision will be cause for eviction, assessment of damages of any kind and fumigation charges.

No nails are to be driven into the walls, and no waste committed or damage done to the premises. No double-faced adhesive hangers or putty adhesives are allowed. The use and/or installation of any dart board is prohibited. Television(s) and/or any other appliances are not to be attached to any wall or ceiling by any manner or device. If tenant damages the wall in any manner, they are not to patch any holes or damaged areas. Lessee is also prohibited from scrubbing or painting the walls in any manner. The use of Mr. Clean magic erasers or similar products on the walls is prohibited. No waterbeds allowed.

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. Lessee(s) is responsible for cleaning of unit during occupancy.

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, stoppages, or blockages of any kind after 30 days of occupancy. 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. Lessor will not be held liable for Lessees' failure to report water leaks and any high bills as a result of this failure. Lessor will upon request show Lessee(s') how to monitor the water meter to determine if there is a leak. Failure to report running water or water leaks shall result in additional fees assessed to the Lessee(s).

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, 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. No interior furniture items are allowed on the balconies.

UTILITIES

Lessee(s) is/are responsible for the following utilities: **electricity, water/sewer/storm water fees, telephone, and cable. Internet** is included with the rental of this unit. Terms and conditions of Internet usage may apply. Lessee(s) is/are responsible for establishing electric service in their name by the start date of this lease. Each apartment has a water usage meter, which will be read each month by the Agent. The Lessee(s) will receive a monthly bill from the Agent based on the charges assessed by the City of Bloomington Utilities for water/sewer/storm water usage and fees. This bill is to be paid within 5 days of its issue date. Should Lessee(s) fail to pay the water/sewer bill within 7 days of delivery or a past due amount accrue, the Internet service included with this lease will be suspended until the past due water/sewer amount is paid. Lessee use of outside water hose connections is prohibited. Electricity is not to be turned off or disconnected during the lease term without the written permission of the Agent. If the electricity is disconnected or turned off during the lease period, the Lessee(s) will pay all reconnect fees, bills, and other charges associated with these utilities for the remainder of the lease period.

PARKING

Parking is not included with the lease; however, limited onsite parking is available to Lessee(s) **only** for an annual fee of \$600 per vehicle for the full lease period. Parking fees are due in full by September 1. Onsite parking is limited and available on a first-come, first-served basis. Lessee(s) in a shared apartment understand and agree that they will be subject to stacked parking (i.e. two Lessees of the same apartment share the same long parking space with one vehicle parked behind the other). Vehicles are not to protrude into or be parked in the main driveways of the building. **No visitor parking is provided.** Vehicles eligible for parking space registration are to be registered in the name of the resident or the resident's parents. Lessee is prohibited from selling, reselling, or renting parking spaces in the garage to other residents or non-residents.

EVICION

Upon failure of the Lessee(s) to pay monthly rental payments in advance as due, or upon failure of the Lessee(s) to comply with any of the conditions of this lease, the Lessee(s) shall be subject to immediate eviction proceedings. Upon court approval, the Lessor, representatives, and/or assigns, may enter upon and take possession the premises and expel the occupants thereof, without in anyway being a trespasser. The failure of the Lessor to take possession of the premises at the time aforesaid, shall not estop the Lessor from afterwards asserting said rights, and the occupancy of the premises by the tenant, after the expiration of the lease, or the forfeiture thereof, shall give the Lessee(s) no rights as a tenant but the Lessee(s) may be expelled at any time without notice.

In the event the Lessor, either through court action or agreed terms with the Lessee(s), requires the Lessee(s) to vacate the rental unit prior to the lease expiration, the Lessee(s) will be held responsible for all past, current, or future rents due under the term of this lease.

Upon failure to pay rent at maturity or to surrender possession at the expiration of this lease, as liquidated damages for said failure, it is agreed that double the rent above specified shall be paid for the time the rent remains due or unpaid or Lessee(s) hold(s) possession without right. Should a lawsuit be instituted to collect rent or to obtain possession of the premises, the Lessee(s) agree(s) to pay attorney's fees therefore.

CHECK-IN and CHECK-OUT INSPECTIONS

Check-in and check-out inspections shall be scheduled during the Lessor's normal business hours (9:00 a.m. to 4:30 p.m., Monday through Friday). Exceptions can be made subject to the Lessor's availability. *It is the Lessee(s)' responsibility to call the Lessor at least 10 days prior to the lease start date to set a specific time for the move in inspection to occur on the lease start date or any business day thereafter during normal business hours. This also applies to the move out inspection.* Early check out inspections with no problems or issues can expedite the deposit refund.

Lessee(s) agree(s) and understand(s) that the move in and move out inspection will only be conducted with a parties to the lease. All other parties are to remain outside of the rental unit until this inspection is completed. It is understood and agreed that no personal possessions are to be moved into the rental unit until the check in inspection is complete and that all possessions must be removed for the check out inspection to occur. Check-out inspections will be conducted when the Lessee(s) has/have

The Lessee(s) agree(s) at the expiration of this lease to peaceably deliver the premises in as good a condition and repair as documented during check in, or in as good a condition and repair as the Lessor may at any time during the lease put the same in. At the expiration of this lease, the Lessor, representatives, and/or assigns, may enter upon and take possession of the premises and expel the occupants thereof, without in anyway being a trespasser. The failure of the Lessor to take possession of the premises at the time aforesaid, shall not estop the Lessor from afterwards asserting said rights, and the occupancy of the premises by the tenant, after the expiration of the lease, or the forfeiture thereof, shall give the Lessee(s) no rights as a tenant but the Lessee(s) may be expelled at any time without notice. There is no month-to-month extension granted or presumed.

Any resident moving from one Burnham Rentals rental unit to another Burnham Rentals rental unit will be required to vacate the current rental at the current lease expiration. All personal belongings must be removed and a full check out inspection will occur. Lessor does not and will not provide any storage facilities. Lessee(s) will then move into the new rental unit on the new lease start date specified in the new contract. A second deposit is required for the new lease. The original deposit will not transfer to the new lease.

Check-out inspections will be conducted when the Lessee(s) has/have cleaned the rental unit, removed all personal items, and is/are prepared to turn over key(s) for the premises. Lessee(s) is/are responsible for cleaning the stove; defrosting and cleaning the refrigerator; washing and waxing any hardwood, tile or vinyl floors; cleaning tile walls and plumbing fixtures; and cleaning windows and provided mini blinds within the rental unit. A recommended cleaning list will distributed 20 days prior to lease expiration. If the rental unit is provided with Compact Florescent Light bulbs (CFL's) at move in, Lessee(s)' must replace any burned out or missing CFL bulbs with the exact same size, wattage and style by the move out inspection. If this is not done, Lessee(s)' will be charged for the CFL bulb replacement.

The Lessee(s) must have any carpeting cleaned by a professional carpet cleaning company located in Monroe County at the time of their vacating. Lessee(s) must **provide a paid receipt** to the Lessor showing the carpet cleaning has been completed.

If the Lessor has to make arrangements for carpet cleaning or general cleaning of the rental unit, an administrative charge of \$35 will be assessed to the Lessee(s) for each occurrence. All personal belongings, including furniture, must be removed from the rental unit at the time of carpet cleaning. Failure to leave the rental unit in a clean condition or condition denoted at check in inspection will result in cleaning charges being deducted from the damage deposit at the end of the lease period.

The rental unit will not be checked in or out if the electricity has been disconnected. If utilities are disconnected before checkout, the Lessee(s) is/are responsible for reconnect service fees.

During check out, the water meter will be read and final water/sewer charges will be assessed to the Lessee(s). The Lessor reserves the right to deduct the final and any unpaid water/sewer charges from the Lessee's(s') deposit.

At the expiration of this lease, all personal belongings of the Lessee(s) are to be removed from the rental unit. If items remain on or in the premises after the expiration of this lease, all items will be disposed of at the Lessor's discretion, and a disposal fee of \$100 will be imposed to the Lessee(s). If an agreement has been reached between the outgoing Lessee(s) and the incoming Lessee(s) regarding items to remain in the rental unit, the Lessor must receive a letter signed by both parties identifying the items to remain in the rental unit. Incoming Lessee(s) assume(s) the responsibility for the removal and disposal of any items at the end of the lease term. Lessor claims no responsibility and will not be held responsible if items transferred between new lessee(s) and past lessee(s) cause any problems with cleaning or preparation of rental unit. Lessee agrees to accept the rental unit as is if this condition exists. Lessee(s) shall be held responsible for any fines assessed by the City of Bloomington as a result of any actions by the Lessee(s). Lessee(s) shall not dispose of furniture or other personal items in any dumpster of the Lessor or any property of the Lessor. Should this occur, Lessee(s) shall be charged the disposal fee assessed to the Lessor by the Lessor's trash removal company, plus an administrative charge of \$25. Failure to return keys at the end of the lease term shall result in a charge of \$10 per key.

Special Provisions: _____

Witness our hands, this _____ day of _____, 20_____.

_____ Lessee Signature	_____ Lessee Signature
_____ Lessee Signature	_____ Lessee Signature
_____ Lessee Signature	_____ Lessee Signature

Prepared and Accepted By: _____
Lessor Signature Date