



RESIDENTIAL LEASE AGREEMENT

SECTION ONE – TENANT SPECIFIC INFORMATION AND DEFINITIONS

A. The parties to this lease agreement are defined as:

- a. The Landlord is: Reed Fish (hereinafter, "Landlord").
- b. The Tenant is: LaTrisha Shoemaker (hereinafter, "Tenant")
- c. The Property Manager is **Park Place Property Management** hereinafter, "Agent").
- d. The Co-Tenant is/are: _____ (hereinafter, "Co- Tenant").
- e. Date of Lease Agreement: 7/1/2023 | 10:32:02 EDT

B. The premises to be leased (hereinafter, "Premises") is defined as:

Apartment Complex Name: [N/A]
 Street Address: 1920 Sugar Grove Ave.
 City: Indianapolis State: IN Zip Code: 46202
 Other Description: [N/A]

C. The Lease Term is defined as:

- a. Lease Term Start Date: 07/07/2023 Lease Term End Date: 07/06/2024
- b. Lease Term Begin Date defines the date the tenant will receive keys and begin lease. Date of occupancy may fluctuate pending any repairs or work being done for the property prior to tenant moving in

D. Rent is defined as: THE AMOUNT YOU MUST PAY MONTHLY FOR RENT: \$ 1,275

- a. [N/A]
- b. All rents are due to be paid in full on or before the first of the month.
- c. **Online Payments.** Landlords may, but are under no obligation to, accept payments from tenants through an online "Resident Portal" that allows payment by credit card or bank account ACH. Tenants shall be responsible for paying any transaction fee or convenience fee associated with credit card payments or one-time payments of any kind. No additional fee shall be charged for automatic recurring eCheck payments setup through the online Resident Portal.
- d. **No deductions** are permitted to be made from rents due each month, in accordance with Indiana State Law.

E. The household members, under the age of 18, permitted to reside at the premises are:

Name: <u>Latrishia Shoemaker</u>	Date of Birth: <u>02/05/1994</u>
Name: <u>A'Lijah Prenger-Shoemaker</u>	Date of Birth: <u>10/07/2014</u>
Name: <u>Isaiah Prenger-Shoemaker</u>	Date of Birth: <u>02/23/2016</u>
Name: <u>LaNiah Shoemaker-Ozier</u>	Date of Birth: <u>04/06/2020</u>

F. Security Deposit Information:

- a. Amount of Security Deposit: \$ 5,100
- b. Early Termination Fee: Shall be 3 x rental amount or as agreed between Landlord and Tenant in writing by both parties.

G. Additional Information that applies to this Lease:

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- a. Late Fee: Tenant(s) shall pay a Late Payment Fee of ten percent (10.0%) of one month's rent that is due for any payment not received by the fifth (5th) of the month.
- b. NSF/Returned Payment fee for all forms of returned payments ("NSF Fee") is fifty dollars (\$50.00) (which may be increased by Landlord or Agent as permitted by law), and Tenant(s) may be required to pay all future rents in the form of cashier's checks or money orders.
- c. The fee to rekey a lock if a key is lost or stolen is minimum of \$255.00.
- d. If mailbox rekeying is necessary, the tenant is responsible for any and all costs associated with this service. Minimum will be \$135.

H. Pets:

- a. Pets allowed with a Non-refundable Pet Fee of four hundred dollars (\$275).
- b. Additional Monthly Rent: **\$50.00 for the first pet and an additional \$30 for the second pet**
- c. **2 pets maximum.**
- c. Description of Pet (See Exhibit A, Item 27 for Breeds Not Allowed):
 - i. Type: N/A N/A
 - ii. Breed: N/A N/A
 - iii. Color: N/A N/A
 - iv. Weight: N/A N/A

- d. Color photos of all pet(s) that will be residing at the property are to be submitted to Park Place Property Management.

- e. Tenant has read and agrees to Section 1, 16 and Exhibit A Item 27. Initial (or N/A): DS

I. **Total Costs prior to move in; Property Hold Fee & Admin Lease Prep Fee is due by the Tenant's at Lease Signing to secure your property. Please pick which option you prefer Option 1 with the Sec Deposit Waiver Fee and No Security Deposit or Option 2 for a full security deposit.**

	Financial Option (Tenant must choose 1)		Option 1
	<u>OPT 1 Sec/Dep Waiver Fee</u>	<u>OPT 2 Standard Sec Dep</u>	
a. Initial Rent Charges	\$1,028.23	\$1,028.23	
b. Property Hold Fee (Non Refundable)	\$400.00	\$400	Credit applied at move in
c. Security Deposit	N/A	\$5,100	
d. Security Deposit Monthly Waiver Fee	\$126	N/A	
c. Admin/Lease Prep Fees	\$195.00	\$195	
d. Initial Pet Fee	N/a	N/a	
e. Monthly Pet Fee	N/a	N/a	
f. <u>[N/A]</u>	<u>[N/A]</u>	<u>[N/A]</u>	
g. Total Due Prior to Move In	\$1,349.23	\$6,323.23	

SECTION TWO – LEASE TERM, RENEWAL, & HOLDING OVER

This agreement to lease is made (date) 7/1/2023 | 10:32:02 EDT, by and between Landlord and Tenant, by and through AGENT, as defined in Section One. Landlord agrees to lease to Tenant the Premises as defined in Section One. The lease shall begin on the Lease Term Begin Date as noted in Section One and be effective for a period as noted in Section One and ending on the Lease Term End Date as noted in Section One.

Renewal Term. Either party may terminate this Lease at the end of the term by giving the other party two (2) calendar months' notice (not including the month in which notice is given) prior to the end of the term. If neither party gives notice of termination, the Lease shall automatically be extended on a month-to-month basis **with a rent increase of 50% of the current rental rate and the new rent amount shall be known as the Current Rent. In addition to the rent increase, Tenant shall also pay a \$30.00 per month Month-to-Month Lease Administrative Fee.** All other terms of the existing Lease remain the same. Thereafter, Tenant may terminate this Lease upon two (2) calendar months' notice (not including the month in which notice is



given) to Landlord, and Landlord may terminate this Lease upon two (2) calendar months' notice (not including the month in which notice is given) to Tenant.

Holding Over: Tenant shall have no right to remain in the Property after the termination or expiration of this Lease. Should Tenant fail to vacate the Property upon the expiration or termination of this Agreement, Tenant shall pay Landlord a per diem occupancy fee equal to **10%** of the monthly rent amount in this Lease for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the occupancy fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same. In addition, Tenant shall compensate Agent with a **\$250.00** Holding Over Administrative Fee.

SECTION THREE – RENT

Rent is due and payable without demand ON or BEFORE the first day of each month. Payment is to be made electronically using our Software Platform, this is a requirement. If a Tenant does not pay the full amount of the Rent by the end of the fifth (5th) day of the month in which it is due, the Tenant shall pay a Late Payment Fee equal to the amount set forth in Section One of this Lease, and/or the Landlord may terminate this agreement for nonpayment of rent and/or late payment of rent. All payments after the fifth (5th) of the month must be made in the form of a cashier's check, credit card, or money order. Tenant acknowledges that Eviction Filings may be submitted without notice for failure to pay rent. It is understood that acceptance of late rent by the Landlord does not cure the Tenant's material non-compliance with the Lease Agreement because of the late payment.

SECTION FOUR – SECURITY DEPOSIT

A Security Deposit as noted in Section One shall be administered in accordance with the Indiana Tenant Security Deposit Act. IT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LANDLORD, OR AS THE LANDLORD DIRECTS, SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts sufficient to pay: (1) any damages sustained by the Landlord as a result of the Tenant's nonpayment of rent or non-fulfillment of the Initial Term or any renewal periods, including the Tenant's failure to enter into possession; (2) any damages to the Premises for which the Tenant is responsible; (3) any unpaid bills which become a lien against the Premises due to the Tenant's occupancy; (4) any costs of re-renting the Premises after a breach of this lease by the Tenant; (5) any court costs incurred by the Landlord in connection with terminating the tenancy; and (6) any other damages of the Landlord which may then be a permitted use of the Tenant Security Deposit under the laws of this State. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy. After having deducted the above amounts, the Landlord shall, if the Tenant's address is known to landlord, refund to the Tenant, within forty-five (45) days after the termination of the tenancy and delivery of possession, the balance of the Tenant Security Deposit along with an itemized statement of any deductions. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay said balance to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, the landlord may deduct the above amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection for a six (6) month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six (6) month period, the Landlord shall not thereafter be liable to the Tenant for a refund of the Tenant Security Deposit or any part thereof. If the Landlord removed Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest



in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of Indiana Tenant/Landlord Statutes.

SECTION FIVE – CONDITION OF UNIT

Immediately upon occupying the Premises, the Tenant has the right to inspect the Premises. The Tenant is required to complete a move-in inspection form, describing the condition of the Premises when the Tenant initially enters occupancy. This form must be returned to the Property Manager within the first 10 days of occupancy. Should this form not be returned within ten (10) days, the Premises shall be deemed to be in excellent condition. Tenant acknowledges the location of this form is in the Tenant Online Portal for download and use immediately upon occupancy. Initial DS

SECTION SIX-TENANT USE AND MAINTENANCE

Unless otherwise agreed upon, the Tenant shall:

- (a) Use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
- (b) Not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- (c) Keep the Premises, including but not limited to all plumbing fixtures, facilities, and appliances, in a clean and safe condition;
- (d) Cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- (e) Comply with any and all obligations imposed upon tenants by applicable building & housing codes & property HOA CCR's. (Homeowners Association Covenants, Conditions & Restrictions);
- (f) Dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- (g) Use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;
- (h) Not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to the Tenant, to do so;
- (i) Pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the rentals, including, but not limited to, water, electric, telephone, and gas services;
- (j) Have all utilities that are individually metered placed into the tenant(s) name. Refusing to meet this requirement within ten (10) business days will be deemed an immediate default of this contract.
- (k) Conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises; and
- (l) Not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises.
- (m) N/A if left blank

In the event that Landlord or the premises should suffer any damages as the result of Tenant's failure to comply with the foregoing conditions and covenants, the Landlord may make such repairs as are needed to rectify the damage and may charge to the Tenant the cost thereof, and the Tenant shall thereupon pay to the Landlord the total cost to repair the damages so caused within thirty (30) days of Tenant's receipt of written notice of such charges. Tenants must be available for service calls (as provided in Section 7). Unwarranted service calls will be charged to Tenant.

SECTION SEVEN – LANDLORD OBLIGATIONS

Landlord agrees to present the building and grounds in a decent, safe, and sanitary condition in accordance with current federal, state, and local housing codes, to address any known or suspected termite problems; and to promptly repair all electrical,



plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied by Landlord. Emergency maintenance requests should be phoned in to our main office at 317.214.8552 Ext: 1911. (EMERGENCY USE ONLY) Tenant is required to make minor repairs not requiring a licensed professional (i.e., light bulbs, furnace filters, pest control including not limited to ants, mice, etc.). Refrigerator ice makers, garbage disposals, washing machines, and dryers are not warranted and may not be replaced (at the owners' discretion), even if they were in your home initially. Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises.

SECTION EIGHT – RIGHT OF ACCESS AND SIGNAGE

Upon twenty-four (24) hours' advance notice to Tenant, Landlord shall have the right Monday through Saturday from 9:00 a.m. to 8:00p.m. to access to Premises or Property to inspect, repair, and maintain the same and/or to show the Property to prospective tenants and buyers. In the case of emergency, Landlords may enter Premises or Property at any time to protect life and prevent damage to Premises and Property. In addition, during the last sixty (60) days of the term of the Lease, during any notice period for early lease termination allowed by this Lease, and during any period when Premises is being leased month-to-month, Landlord may also place a "for rent," "for lease," or "for sale" sign in the yard or on the exterior of any dwelling on Property, may install a lockbox, and may show Premises to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord and Agent who may show Premises to prospective tenants or buyers. In the event that a lockbox is installed, Tenant shall secure jewelry and other valuables and agrees to hold Landlord harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$150.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are difficult to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. Tenants shall also compensate Agent a \$25.00 Denial of Access Administrative Fee per occurrence.

SECTION NINE – ASSIGNMENT AND SUBLETTING

Tenant agrees not to assign this lease or sublet the unit without the written permission of the Landlord. Such permission will be granted or denied at sole discretion of the Landlord.

SECTION TEN – ALTERATIONS AND IMPROVEMENTS

Tenant shall not paint, wallpaper, mark, drive nails or screws into, or otherwise deface or alter walls, ceiling, floors, windows, cabinets, woodwork, stone, ironwork, or any other part of the Premises or decorate the Premises or make any alterations, additions, or improvements in or to the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created. Requests by Tenant must be submitted in writing.

SECTION ELEVEN – TERMINATION OF LEASE

- a. **Termination by Landlord:** Landlord may terminate this lease or Tenant's right of possession at any time for, (i) non-compliance of any or all terms of this lease, (provided, Landlord provides Tenant with notice of such non-compliance and Tenant fails to cure such non-compliance within five days or such later period as may be required by law), (ii) good cause (including actions that threaten the health and safety of other persons or the right of other persons to peaceful enjoyment of their dwelling, and actions that result in substantial physical damage causing an adverse financial effect on the housing or other persons' property), or (iii) in accordance with state law. Notice by Landlord to Tenant will state the reason for termination and inform Tenant of his



right to defend his actions in court in accordance with Indiana State Law. Landlord is entitled to immediate possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to the Landlord immediately upon Landlord's demand. In the event Tenant shall fail or refuse to surrender possession of the Premises to Landlord, Landlord shall, in compliance with Indiana State Law, re enter and retake possession of the Premises only through a summary ejectment proceeding. If a summary ejectment proceeding is instituted against Tenant, in addition to any court costs and past-due rent that may be awarded, Tenant shall be responsible for paying Landlord the Summary Ejectment Administrative Fee, the amount of which shall be reasonably related to the additional expense in filing the proceeding. In the event Landlord terminates the lease, all further rights and duties hereunder shall terminate, and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach. If the Landlord terminates the Tenant's right of possession without terminating this lease, Tenant shall remain liable for the full performance of all covenants hereof, and Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay the rentals due hereunder in full, Tenant shall be liable to the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder. Tenant agrees to pay Landlord Reasonable Attorney's fees in addition to all other damages. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy.

Cure Notice Administrative Fee: In the event that Agent has to send Tenant the notice of default described above for any of the reasons described above, Tenant shall be charged a \$25.00 Cure Notice Administrative Fee.

- b. **Termination by Tenant:** Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time (thirty (30) days is the minimum time) within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this lease and the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.
- c. **Right of Tenant to Terminate Early.** Provided that Tenant is not in default hereunder at the time of giving notice, Tenant has strictly complied with all provisions of this paragraph, and termination is as of the last day of a calendar month, Tenant may terminate this Lease before the expiration of the term of the Lease by:
- Giving Landlord no less than sixty (60) days' notice on or before the day rent is due as shown in rent paragraph above; plus
 - Paying all monies due through date of termination; plus
 - Forfeiting the total amount of any and all deposits; plus
 - Paying an amount equal to **3 months rent**; plus
 - Returning Premises in a clean and ready-to-rent condition; plus
 - Paying a \$250.00 administrative fee.
 - The above amounts must be paid in full at the time of notice, and notice shall not be deemed to have been given until such time that the total amounts are paid.
 - Tenant hereby agrees that all of the above represents liquidated damages to Landlord and Agent, that the actual amount of damages is difficult to determine, that the above amounts represent a



reasonable pre-estimate of the damages, and that these amounts are not a penalty.

- Landlord shall not provide any rental verification or references to other potential landlords until all provisions of this section are fully complied with, and Tenant hereby authorizes Landlord to notify potential landlords if Tenant has expressed a desire to terminate the Lease early without complying with this section. Tenant hereby holds harmless Landlord and Agent for any statements made to potential landlords.

- d. **Either party may terminate this lease** at the end of the initial term or any successive term in accordance with state law by giving thirty (30) days written notice in advance to the other party. Lease terminations are not permitted by Tenant on any day other than the last day of the month.

SECTION TWELVE – ABANDONMENT

In the event the Tenant abandons the Premises or any part, for whatever reason, (despite leaving furniture, household furnishings, equipment, clothing, and other personal property remaining in the Premises), without notifying the Landlord of his intention to resume occupancy or to remove said personal property, the Landlord shall have the right to enter into and upon the Premises and remove all such furniture, household furnishings, equipment, clothing, and other personal property there from, and to store the same, in accordance with state law. Landlord may re-let the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord as a means of such re-letting.

The Tenant household's tenancy still exists during the time that the Tenant household's personal possessions remain in the Premises after the Tenant household has personally ceased occupancy with the intent to vacate and leave the Premises complex, until such time as the personal possessions have been removed voluntarily or by legal means, subject to the provision of state or local law in such matters.

SECTION THIRTEEN – REMOVAL, STORAGE, AND DISPOSITION OF TENANT'S PERSONAL PROPERTY

- (a) Ten (10) days after being placed in lawful possession by execution of a writ of possession, the Landlord may throw away, dispose of, or sell all items of personal property remaining on the Premises. During the ten (10) day period after being placed in lawful possession by execution of a writ of possession, the Landlord may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the Premises unless otherwise provided for under the Indiana State Real Estate Law Statutes. Upon the Tenant's request prior to the expiration of the thirty (30) day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. If the Landlord elects to sell the property at public or private sale, the landlord shall give written notice to the Tenant by first-class mail to the Tenant's last known address at least seven (7) days prior to the day of the sale. The seven-day notice of sale may run concurrently with the thirty (30) day period which allows the Tenant to request possession of the property. The written notice shall state the date, time, and place of the sale, and that any surplus of proceeds from the sale, after payment of unpaid rents, damages, storage fees, and sale costs, shall be disbursed to the Tenant, upon request, within thirty (30) days after the sale, and will thereafter be delivered to the government of the county in which the rental property is located. Upon the Tenant's request prior to the day of sale, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. The Landlord may apply the proceeds of the sale to the unpaid rents, damages, storage fees, and sale costs. Any surplus from the sale shall be disbursed to the Tenant upon request, within thirty (30) days of the sale and shall thereafter be delivered to the government of the county in which the rental property is located.
- (b) If the total value of all property remaining on the Premises at the time of execution of a writ of possession in an action

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for summary ejectment is less than one hundred dollars (\$100.00), then the property shall be deemed abandoned five days after the time of execution, and the Landlord may throw away or dispose of the property. Upon the Tenant's request prior to the expiration of the five-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon.

SECTION FOURTEEN – FIRE AND REGULATIONS

If during the term of this lease, the Premises shall be damaged by fire or other disaster, repairs shall be performed by the Landlord with reasonable diligence. In the event the Premises are damaged to the extent the same cannot be repaired with due diligence, rent shall cease from the date of the injury to the date the same are ready for occupancy, except where in conflict with state law. However, there shall be no cessation of rent if the damages shall have been the result of negligence, default, or willful act of the Tenant, his agents, employees, guests, or members of Tenant's household. Tenancy shall not be terminated by the Landlord unless such repairs shall require more than sixty (60) days, in which case the lease may be terminated. It is recommended that Tenant Secure Tenant insurance. Tenant may terminate the lease if damages substantially impair the occupancy of the Premises and may immediately vacate and notify the Landlord within seven (7) days thereafter of his intention to terminate the agreement, in which case the lease terminates as of the date of vacating.

SECTION FIFTEEN – SMOKE / CARBON MONOXIDE DETECTORS

Tenant acknowledges the placement of a battery-operated smoke detector, and carbon monoxide detector when required, in the residence. Pursuant to Indiana Tenant/Landlord Statutes, the Landlord shall provide and install operable smoke/carbon monoxide detectors, either battery-operated or electrical, having an Underwriters' Laboratories, Inc. listing or other equivalent national testing laboratory approval. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke/carbon monoxide detector. The Landlord shall replace or repair the smoke/carbon monoxide detectors within fifteen (15) days of receipt of notification if the Landlord is notified of needed replacement or repairs by the Tenant. The Landlord shall ensure that a smoke/carbon monoxide detector is operable and in good repair at the beginning of the Initial Term of the Tenancy. **The Tenant shall replace the batteries as needed during the tenancy but no less than every six (6) months.**

SECTION SIXTEEN – PETS

Pursuant to Section 1 of this agreement, if pets are not allowed, Tenant agrees not to keep or allow anywhere on or about the Property any animals or pets of any kind, including but not limited to, dogs, cats, birds, rodents, reptiles, or marine animals. If pets are allowed, Tenant acknowledges that the amount of the Pet Fee is reasonable and agrees that the Landlord shall not be required to refund the Pet Fee in whole or in part and that payment of such fee does not limit Landlord's ability to deduct damage caused by pet from the Tenant Security Deposit. Additionally, the following terms will apply:

- Only Pets listed in Section 1 of this agreement shall be allowed. Any additional Pets must be approved by the Landlord through the published application process prior to occupying the Premises.
- Tenant agrees to reimburse Landlord for any primary or secondary damages caused thereby whether the damage is to the Premises or to any common areas used in conjunction with them, and to indemnify Landlord from any liability to third parties that may result from Tenant's keeping of such pets or pets.
- Tenant agrees to register and immunize Pet(s) in accordance with local ordinances.
- Tenant agrees to comply with all Homeowner association regulations regarding Pets.
- Tenant shall remove any pet previously permitted with seventy-two (72) hours of written notification from the Landlord that the pet, in the Landlord's sole judgment, creates a nuisance or disturbance or is, in the Landlord's opinion, undesirable. If the pet is caused to be removed pursuant to this paragraph, the Landlord shall not be required to refund the Pet Fee; however, the Tenant shall be entitled to acquire and keep another pet of the type previously authorized.
- Tenant warrants that the Pet(s) is housebroken and has no history of causing physical harm (including, but not limited to, biting, scratching, chewing) to persons or property.
- Tenant shall keep the home free of fleas. At the time of termination, Tenant is required to provide certification from a

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licensed exterminator that the home has been treated for flea infestation at the time of move-out. This treatment must be done AFTER the carpets have been cleaned. Animals are not permitted to be tied on the property.

- Tenant shall remove all waste from the premise or will agree to a one-hundred-dollar (\$100.00) fee for removing all animal waste.

SECTION SEVENTEEN – MODIFICATION OF LEASE – NOTIFICATION TO TENANTS

The Landlord may modify the terms and conditions of the lease, effective at the end of the initial term or a successful term, by serving an appropriate notice on the Tenant, together with the tender of a revised lease or an addendum revising the existing lease. This notice and tender shall be sent to the Tenant by first-class mail, properly stamped and addressed or personally delivered to the Premises.

The date on which the notice shall be deemed to be received by the Tenant shall be the day after the date on which the first-class letter is mailed or the date on which the copy of the notice is delivered to the Premises. The notice must be received thirty (30) days prior to the end of the Lease term.

SECTION EIGHTEEN – DAMAGES

Tenant shall be responsible for and liable to the Landlord for all damage to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or of third parties not invitees of the Tenant, and natural forces. Tenants agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefore, and to pay the Rent during the period the Premises may not be habitable because of any such damage.

SECTION NINETEEN – TENANT'S DUTIES UPON TERMINATION

Upon any termination of the tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall:

- (1) Pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued, submitting receipts for water bills;
- (2) Vacate the Premises removing there-from all Tenant's personal property of whatever nature;
- (3) Properly sweep and clean the Premises, including:
 - a. Clean all appliances, inside and out, removing all dirt and grease (do not use oven cleaner on self-cleaning or continuous cleaning ovens);
 - b. Remove all rubbish, trash, garbage and refuse;
 - c. Clean hardwood floors and scrub all vinyl floors;
 - d. Wash cabinets, inside and out;
 - e. Clean exhaust hood and fan;
 - f. Clean bathroom floors, tiles, walls, fixtures, and woodwork, removing old soap and grime (but don't use abrasive cleaners such as Ajax or Comet);
 - g. Clean thoroughly areas over doors and window frames, baseboards, light fixtures, and ceiling fans;
 - h. Clean all head ducts, vents, and filters such that they are free of debris and dust.
 - i. Remove grease, debris, and old dirt from carports, garage, storage room, and driveways.
- (4) Rake and mow the yard and clear it from debris and trim all shrubs; and Have carpets professionally cleaned. At the time of termination of the lease, Tenant must provide a paid receipt from a professional carpet cleaner showing carpets were cleaned at the time of vacating the Premises;
- (5) Make such repairs and perform such other acts as necessary to return the Premises in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear



or for repairs required by law or those to be performed by the Landlord as provided in Section 7:

- (6) Fasten and lock all doors and windows;
- (7) Return to the Landlord all keys and other items to the Premises immediately upon vacating; and
- (8) Notify the landlord of the address to which the balance of the Security Deposit may be returned.

If the Tenant fails to properly clean the premises, appliances, and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the landlord for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in Section 4 above.

SECTION TWENTY – RENTAL APPLICATION

Final approval and acceptance of this lease by the Landlord is subject to an acceptable rental application, payment of application fees, and acceptable credit references, as per Agent's sole discretion. If Tenant has submitted a Rental Application in connection with this Lease, Tenant acknowledges that the landlord has relied upon the Application as inducement for entering this Lease and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, the landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting there-from.

SECTION TWENTY-ONE – BANKRUPTCY

If any Bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the landlord may, at this option, immediately terminate this Tenancy, and re-enter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 U.S.C Section 101, et. Seq.) and the order of any court having jurisdiction thereunder.

SECTION TWENTY-TWO – TENANT'S INSURANCE; RELEASE AND INDEMNITY PROVISIONS

The Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord. The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or to any members of Tenant's household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Landlord or his agents.

SECTION TWENTY-THREE – EMINENT DOMAIN AND CASUALTIES

The Landlord shall have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damages by fire or other casualty.

SECTION TWENTY-FOUR – LEAD-BASED PAINT

IF THIS HOME WAS BUILT PRIOR TO 1978, Lessee hereby acknowledges he has received a copy of a Lead-Based Paint Certificate and Acknowledgment, which is hereby attached and made a part of this Agreement. Lessee also has received a pamphlet entitled "Protect Your Family from Lead in Your Home" and understands Tenant has access to a Digital Copy of this document on the Tenant's Online Portal.

SECTION TWENTY-FIVE – ENVIRONMENTAL INDEMNIFICATION



To the fullest extent allowed by law, Lessee acknowledges that certain materials containing potentially health-affecting substances may exist in the Premises or the surrounding area.

Lessee expressly accepts and assumes any and all risks involved or related to the Premises or the surrounding area for himself and his heirs, and agrees to hold Lessor and his successors, assigns, and agents harmless, should any health condition or injury result from the substances during or after the termination of this Agreement.

SECTION TWENTY-SIX – RADON GAS DISCLOSURE

As required by law, Landlord makes the following disclosure: “Radon Gas” is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Carmel, Indiana. Additional information regarding radon and radon testing may be obtained from your county public health unit.

SECTION TWENTY-SIX – MOLD

A. Pre-Move-In Inspection. Tenant, at its sole cost and expense, may conduct a noninvasive inspection of the Leased Premises (the Pre-Move-In Inspection) during such time as Landlord may designate, for the purpose of assessing the Leased Premises for the presence of mold, provided that:

(1) Tenant notifies Landlord, in writing, 5 days prior to the Pre-Move-In-Inspection, of the date on which the Pre-Move-In Inspection shall occur.

(2) Tenant retains an industrial hygienist certified by the American Board of Industrial Hygienists (CIH) to conduct the Pre-Move-In Inspection; and

(3) Tenant causes the CIH to obtain and maintain adequate errors and omissions Insurance coverage and include Landlord as an additional insured under such policy.

B. Results. Within 5 days of such Pre-Move-In Inspection, Tenant shall provide Landlord with the following items:

(1) A copy of the Pre-Move-In Inspection Report; and

(2) In the event that mold is not observed on the Leased Premises, a written acknowledgment stating that Tenant is satisfied that the condition of the Leased Premises does not pose any mold-related hazards and expressly releasing Landlord from liability, warranty, or any other obligation with respect to the condition of the Leased Premises on or before the commencement of Tenants occupation of the Leased Premises.

C. Remedies. If mold is observed during Tenant's Pre-Move-In Inspection, the parties agree that their sole and exclusive remedy shall be as set forth in this Paragraph.

(1) Within 5 days of such Pre-Move-In Inspection, Tenant shall send Landlord written notice of mold at the Leased Premises (Mold Notice), which shall include a copy of the Pre- Move-In Inspection Report, including the underlying analytical data.

(2) Within 5 days of receipt of the Mold Notice, Landlord, in its sole discretion, shall either:

(a) Terminate the Lease by sending written notice to Tenant within 10 days following Landlord s receipt of the



Mold Notice. The parties agree that this Lease shall become null and void on the 5th day after Landlords written notice is given, without indemnity or penalty payable or any other recourse by either party. In the event that the Lease termination is triggered after the commencement of Tenant's occupation of the Leased Premises, Tenant, at its sole cost and expense, shall, within 5-day period, vacate the Leased Premises and surrender same to Landlord, with Landlord having the right to reenter and repossess the Premises discharged of this Lease and to expel all persons and remove all property therefrom; or

(b) Within 30 days remediate the mold at the Leased Premises in accordance with Paragraph D hereto, at Landlords sole cost and expense.

D. Mold Remediation by Landlord. If Landlord elects to remediate the mold at the Leased Premises pursuant to Paragraph C(2)(b) above, then:

(1) Landlord shall retain a CIH to conduct the remediation. Such remediation shall be carried out in accordance with the relevant provisions of the document Mold Remediation in Schools and Commercial Buildings (EPA 402-K-001, April 2001), published by the U.S. Environmental Protection Agency, as may be amended or revised from time to time, or any other applicable, legally binding regulatory standards or guidelines;

(2) Upon completion of the mold remediation;

(a) Landlord shall provide Tenant with a copy of the Remediation Report;
Within 5 business days of Tenant's receipt of the Remediation Report, Tenant shall provide Landlord with a written acknowledgment stating that Tenant is satisfied that the condition of the Leased Premises does not pose any mold-related hazards and expressly releasing Landlord from liability, warranty, or any other obligation with respect to the condition of the Leased Premises on or before the later of: (i) the completion of the remediation of the mold; or (ii) the commencement of Tenant(s) occupation of the Leased Premises; and

(b) If the mold remediation cannot be completed prior to the commencement of Tenant's occupation of the Leased Premises, Landlord, in its sole discretion, shall permit Tenant to receive a pro rata reduction in Minimum Rent for either that portion of the Leased Premises affected by the mold or that period of time during which Tenant could not occupy the Leased Premises solely due to Landlord's mold remediation.

E. LESSEE HAS BEEN AFFORDED THE OPPORTUNITY TO HAVE THE PROPERTY INSPECTED FOR MOLD AS DESCRIBED ABOVE. HOWEVER, LESSEE HEREBY WAIVES SUCH INSPECTIONS AND RELIES UPON THE CONDITION TO THE PROPERTY BASED UPON LESSEE'S OWN EXAMINATION, LESSEE RELEASES THE LANDLORD/OWNER FROM ANY AND ALL LIABILITY RELATING TO ANY DEFECTS OR DEFICIENCY AFFECTING THE PROPERTY AS A RESULT OF MOLD, WHICH WAIVER SHALL SURVIVE THE EXECUTION OF THIS LEASE. LESSEES ACKNOWLEDGE THEIR UNDERSTANDING AND SIGNIFICANCE OF THIS WAIVER BY SIGNING BELOW THIS PARAGRAPH.

DocuSigned by:

Latasha S.

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Signature

Signature

F. Tenant Responsibilities Regarding Mold in their Home:

a. Limiting Mold: Tenants should take positive steps to reduce or eliminate the occurrence of mold growth in the Leased Premises, and thereby minimize any possible adverse effects which may be caused by mold. These steps shall include the following:



- 1) Regular vacuuming and cleaning of the Leased Premises will help reduce mold and bacteria levels. Mild bleach solutions or most tile cleaners are effective in eliminating or preventing mold and bacteria growth;
- 2) Keep the humidity in the Leased Premises low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces;
- 3) Promptly clean up spills, condensation and other sources of moisture;
- 4) Thoroughly dry any wet surfaces or materials. Do not let water pool or stand;
- 5) Inspect for leaks on a regular basis, look for discolorations or wet spots. Take notice of musty odors, and any visible signs of mold or bacteria growth;
- 6) Should mold or bacteria develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded; and
 - (a) Promptly provide Landlord with written notification of any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area.

G. Non-Liability of Landlord:

a. Mold and/or Bacteria: In order to prevent mold or bacteria growth in Leased Premises it is up to the Tenant to properly manage and maintain the Leased Premises. The responsibility of a Landlord is limited to things within its control. The Landlord cannot eliminate the possibility that mold, bacteria and other fungi may grow in the Leased Premises after occupation by the Tenant. The Landlord shall not be liable for any damages caused by mold, bacteria, or by some other fungus or agent, that may be associated with alleged defects, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other effects. Implied warranties, including the implied warranty of workmanlike construction, the implied warranty of habitability, and the implied warranty of fitness for a particular use, do not apply to the prevention of mold, bacteria, or other fungal growth. The Tenant hereby waives all claims and causes of action against the Landlord in connection with mold, bacteria, or other fungal growth, and any damages related thereto.

SECTION TWENTY-SEVEN – RULES AND REGULATIONS

The Tenant, his family, servants, guests, and agents shall comply with and abide by all the Landlord's existing rules and regulations as set forth on Exhibit A and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (the "Rules and Regulations"). Landlord reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this lease, or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice thereof shall have been furnished to Tenant. Tenant also agrees to abide by any applicable homeowners' association regulations as they now exist or may be amended. A copy of the existing Rules and Regulations, and any applicable homeowners' association regulations, are attached hereto and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this lease giving to the Landlord all the rights and remedies herein provided.

SECTION TWENTY-EIGHT – AGENT

The Tenant acknowledges the Agent has been hired to manage, supervise, and operate the Premises. The Tenant hereby agrees that the Agent acts for and represents the Landlord in this transaction and has the authority provided in the management contract existing between the Landlord and Agent. The Agent may perform without objection from the Tenant, any obligation or exercise of any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, as if performed by the



3815 River Crossing Pkwy
Indianapolis, IN 46240

Office:
317.214.8552
Fax: 877.863.0044

Landlord. The Agent shall have the same rights, privileges, entitlements, and protections as the Landlord as set forth in this lease, including any rights of indemnification and limitations of liability. The Tenant shall pay all rentals to the Agent unless otherwise notified in writing by the Landlord. Except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein. Nothing contained herein shall modify the management contract existing between the Landlord and the Agent; however, the Landlord and the Agent may from time to time modify the management agreement in any manner, which they deem appropriate. The landlord, may, in his discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise, and operate the Premises.

SECTION TWENTY-NINE – FORM

The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this form contract, which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only convenience of reference and shall not be considered as a substantive part of this lease;

(4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

SECTION THIRTY – WAIVER

No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.

SECTION THIRTY-ONE – NOTICE

Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses:

Tenant: the address of the Premises: 1920 Sugar Grove Ave Indianapolis Indiana 46202

Landlord: the address of agent: 3815 River Crossing Pkwy Ste 100, Indpls, IN 46240

SECTION THIRTY-TWO – EXECUTION; COUNTERPARTS

When Tenant signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in two (2) counterparts with an executed counterpart being retained by each party.

SECTION THIRTY-THREE – AGREEMENT TO USE OF ONLINE PORTAL & COMMUNICATIONS

Tenant hereby agrees to use the Online Portal and maintain access to the online portal to communicate with Management of their Property. Tenant understands and agrees that all communication shall be done using the portal UNLESS AND ONLY IF an issue is a Bonafede emergency. All emergencies are to be called in and a “task” or “request” input in the portal with information and photographs of the emergency. Tenant understands and agrees that the tenant will use the portal and the available “Help” sections within the portal to learn and understand the portal.

Communication With Landlord Prohibited: TENANT IS NOT AUTHORIZED TO COMMUNICATE DIRECTLY WITH LANDLORD.

DS DS
RC LS

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TENANT SHALL COMMUNICATE WITH LANDLORD SOLELY THROUGH Agent. Tenant expressly acknowledges and agrees that all of Tenant's inquiries, requests, demands, notices, or other communications intended for Landlord shall be communicated solely to and through Agent, the Landlord's agent under the Lease. This means that Tenant, or anyone acting on behalf of Tenant, is prohibited from attempting any direct contact with Landlord through any communication medium or in-person contact. Tenant understands that Landlord has retained Agent to exclusively lease and manage the Property and desires to have all communications concerning the Property or Lease handled through Agent. Tenant further acknowledges and agrees that any violation of this provision shall be considered an obstruction of Agent's leasing and management duties and responsibilities and Tenant shall be charged an **administrative fee of \$100.00 per occurrence.**

SECTION THIRTY-FOUR – ENTIRE AGREEMENT

Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

SECTION THIRTY-FIVE – ATTACHMENTS TO THE LEASE

The Tenant certifies that he/she has received a copy of this lease and understands that the following attachments are part of this lease.

1. Exhibit A – Rules and Regulations
2. Lead Based Paint Disclosure
3. Lease Addendum A – List of Agreed Applicable Charges
4. Lease Addendum B – Insurance Liability Protection and Security Deposit Waiver
5. Lease Addendum C – Utility Responsibility and Charges
6. Lease Addendum D – Landlord Right to Mortgage
7. Move-in Inspection (Available In Tenant Online Portal 24/7 for Download and completion within 10 days)
8. Rental Application and all supporting documentation provided by Tenant.
9. Other Approved Attachments as Listed Herein: Notice Tenants Rights and Responsibilities from City of Indianapolis

THIS AGREEMENT CONSTITUTES THE FULL UNDERSTANDING BETWEEN THE UNDERSIGNED.

DocuSigned by:

LaTrisha S.

BE2E3BC24DE243C

TENANT 1 – Signature
LaTrisha Shoemaker 7/1/2023 | 07:44:23 PDT

Print Name
366175392 Date

TENANT 1 SOCIAL SECURITY NUMBER

TENANT 3 – Signature

Print Name Date

TENANT 3 SOCIAL SECURITY NUMBER

DocuSigned by:

Ryan Cadwell

DFC218B2DD05426

LANDLORD OR AGENT - Signature
Ryan Cadwell 7/1/2023 | 10:32:02 EDT

Print name Date

TENANT 2 – Signature

Print Name Date

TENANT 2 SOCIAL SECURITY NUMBER

TENANT 4 – Signature

Print Name Date

TENANT 3 SOCIAL SECURITY NUMBER

DS DS
RL *LS*

Initials Initials



EXHIBIT A – RULES AND REGULATIONS

1. Tenants are not allowed to do repairs on vehicles that cannot be completed within 24 hours. Tenants are not allowed storage of inoperable vehicles or parts on the premises. Tenant is responsible for removing all oil and grease stains and radiator drainage stains on driveway, carport, or garage. Parking in the yard is not permitted. No storage of non-registered motor vehicles and/or inoperative motor vehicles on property.
2. Laundry, curtains, or other articles shall not be hung for any purpose from the outside of Tenant's Premises. "Outside" shall include balconies and patios of Tenant's Premises. Clotheslines, other than those provided by the Landlord, shall not be erected or used at any time and all laundry shall be hung for airing and drying only on the lines provided by the Landlord.
3. No items of furniture shall be placed in common areas except when actually in use, and in no event shall upholstery items be left in the front yard. Patio furniture may be placed on the patio or porch.
4. Tenants will keep grass cut, shrubs trimmed, and leaves, branches and twigs raked. Tenant is to water lawn and shrubs during periods of dry weather.
5. Garbage, rubbish, and other waste shall be removed from the Premises in a clean and safe manner and shall be placed in the receptacles designed for this purpose. No hazardous substances may be disposed of in the garbage containers but must be disposed of as required by applicable health and safety regulations and codes. The littering or defacing of the common areas of the premises shall not be permitted. The common areas shall be defined as those areas outside Tenant's Premises excluding porches and patios.
6. It is the Tenant's responsibility to change the filters in the heating and cooling systems once a month. Tenants will be responsible for the damage to the mechanical system and premises caused by unclean filters.
7. Tenants are required to heat with the heat source provided; i.e., gas, oil, or electric forced warm air or electric baseboard heat, etc. Kerosene heaters, fireplace inserts, electric heaters and wood-stoves are strictly prohibited, as is using the fireplace as a primary heat source. No kerosene heaters are allowed on the property.
8. Maintenance requests due to Tenant damage, misuse, or other Tenant-caused actions will be charged to the Tenant. Additionally, unwarranted maintenance calls, at the sole discretion of the Agent, will be the responsibility of Tenant. Unauthorized repairs to the property will not be reimbursed.
9. Tenants are responsible for all drain clogs. Do not flush tampons, sanitary napkins, or diapers.
10. Tenants are responsible for all pest control, including, but not limited to roaches and ants.
11. No grilling on the outside deck(s) or lawn is permitted.
12. Oil Furnaces: Oil tanks will either be measured or filled prior to move-in and Tenant will be required to purchase the oil left in the tank at move-in. Amount due will be documented by a letter from the oil company providing the fuel.
13. Tenant is to conduct himself and require other persons in the Premises or on the premises with his consent to conduct themselves in such a manner that other Tenants' peaceful and quiet enjoyment of the premises is not disturbed and to assure that actions that actions are not offensive, noisy, dangerous, or disruptive to the rights, privileges and welfare of other Tenants and persons.
14. No person(s) except those listed on the Premises application shall reside or live on the Premises without the written consent of the Landlord or his agent. Tenant agrees to advise Landlord of any guest(s) staying overnight more than three times during any thirty (30) day period. Any adult person(s) making recurring visits or one continuous visit of fourteen (14) days and nights in a forty-five (45) day period without written consent of the Landlord will be counted as a household member(s).
15. The Landlord may retain a passkey to the premises. Tenants shall not alter any lock or install new locks. If Tenant requests a replacement key, a fee will be charged as designated in Section One of this lease.
16. The utilities are not to be disconnected until final clearance.
17. The walls of the premises should look the same when the Tenant vacates as when the Tenant moves in. The tenant will be held responsible for the cost of repainting if this is found to be necessary, and should keep fingerprints, furniture



marks, crayon marks, posters, tape, excessive nail holes, etc. off of walls. Tenants should not try to "touch up" paint when vacating the premises. Tenants should not wallpaper without landlord's approval.

18. Tenants shall use all utilities, services, facilities, appliances, plumbing, and equipment provided by the Landlord in a reasonable and proper manner. Tenant shall keep all appliances and equipment within the Premises or on the Premises in good and clean condition, reasonable wear and tear accepted, Tenant shall not place fixtures, signs, or fences in or about the Premises or premises. Any costs to repair damages resulting from misuse of appliances, equipment, facilities, or plumbing by Tenant shall be borne by Tenant. Washing machines, dryers, garbage disposals and refrigerator ice makers are not warranted and accepted as-is.
19. Tenant and invited guests will be allowed to use the recreational facilities located on the complex, if applicable. Management, however, reserves the right to discontinue the use of these facilities at any time deemed necessary to protect the interest of the complex.
20. Tenant agrees, if applicable, to abide by all rules and regulations set forth by the Homeowners Association.
21. No smoking is allowed on the premises.
22. The Property Management Company in writing prior to installation must approve any and all satellite dish installations.
23. Ineligible Breeds of Animal on the property include but are not limited to: Akita, American Staffordshire Terrier/Pit Bull, Chow, Doberman Pinscher, German Shepherd, Presa Canario, Rottweiler, Wolf or Wolf hybrid, or any dog that is a mix that includes one or more of the breeds listed above. Any person who resides (on this lease, temporary company of the tenant or visitor) accepts full personal responsibility for violation of this rule and shall hold any ownership (listed above or assigned) and Property Management Company (listed above or assigned) harmless of any suit or liability from violation of this rule.
24. I agree to register any pet with the Management company as well as www.petscreening.com by using the Referral Link located on the www.parkplacepm.com website.

I, undersigned, have read all and understand all the above rules and regulations in Exhibit A. Having read them and understanding them, I agree to abide by them fully and agree and understand that by not complying I will be in breach of my lease agreement as written above.

DocuSigned by:

7/1/2023 | 07:44:23 PDT

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Tenant 1 Signature

Date

Tenant 2 Signature_____
Date_____
Tenant 3 Signature

Date

Tenant 4 Signature_____
Date

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Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) x Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

(ii) x Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home. (Available 24/7 in the Tenant Online Portal)

Agent's Acknowledgment (initial)

(e) x Agent has informed the lessor of the lessor's obligations under 42U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by:
Lataisha S. 7/1/2023 | 07:44:23 PDT
8E2E58C240E243C...

Tenant 1 - Signature

Date

Tenant 2 - Signature

Date

Tenant 3 - Signature

Date

Tenant 4 - Signature

Date

DocuSigned by:
Ryan Cadwell 7/1/2023 | 10:32:02 EDT
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Agent for Landlord - Signature

Date

Other:

Date

***All information regarding Lead-Based Paint and Paint Hazards are available to all tenants in their online portal under "Documents." If you have any further questions please let our office know. This serves as your notice for all required documentation.



Lease Addendum A – Standard Charges

This Lease Addendum is additional to the attached Lease Agreement. By executing/signing this lease agreement, all addendums and pages, I am agreeing to this list of Standard Charges for Property Management Services rendered per the attached Lease Agreement. **Charges are subject to change.**

Item	Cost
Minimum Trip Charge or "MinTripCharge" - Charge may apply any time staff or maintenance technician has to make a trip out to the property.	\$133.00 each visit.
Maintenance Repairs – Applied to repair tenant caused damage per the lease agreement and tenant obligation; does not apply to normal wear and tear, component failure or repairs not caused by tenants use.	MinTripCharge + material cost (2 hour min). \$65 each additional hour.
Standard Drain Cleaning – Outside contractor pricing is based on the cause or current issue. Minimum fee will be Invoice plus 28% Margin.	Cost + 28% Margin minimum. MinTripCharge may also apply.
Specialty Service Contractor – Electrical, Plumbing, Mechanical/HVAC Contractor, Exterminator – Tenant caused or issue occurred due to neglect per lease agreement requirements	Cost + 28% Margin minimum. MinTripCharge may also apply.
Lock Change/Rekey Fee - Tenant is required to call a Locksmith in the event of a lockout or key replacement. If changed by our staff or contractors, charges will be	Cost + 28% Margin minimum. MinTripCharge Fee Applies.
No Show Fee - This fee applies when the tenant is a "no show" or the maintenance request was a non issue.	MinTripCharge
Painting; Repainting property due to damage or unauthorized painting. Costs are determined by the size of room/walls required to be painted.	\$375 per room (minimum). Cost + 28% Margin
Court Costs/Legal Representation Fees – Tenant agrees to pay these fees on behalf of the Agent costs.	\$500 Minimum. Costs associated with lease agreement terms above.
Manager Time Fee: Applied when Management is required to do additional work due to the non compliance of the Tenant. Including but not limited to court preparation and appearances.	MinTripCharge + \$85 per hour per staff member and \$125 per hour for Senior Management to participate.
Trash/Property Removal Fee: Hauling of any personal possession and/or rubbish on the premises. Applies to any items required to be removed from the property while the tenant occupies or after the tenant vacates the property. Landlord/Agent is not required to set out trash on any heavy trash day.	\$200 per Haul Minimum. \$600 per dumpster minimum. Labor Additional. All above plus 20%.
House Cleaning: Clean the house to completely clean and sterile environment	Cost + 28% Margin minimum. (\$300 minimum)
Appliance Cleaning: Appliance cleaning for all appliances not completely clean	Cost + 28% Margin minimum.
Carpet Cleaning: Carpets are to be professionally cleaned and receipt submitted per Lease agreement. Failure to submit the receipt on or before the date of vacancy will result in charge for carpet cleaning.	Cost + 28% Margin Minimum.
Smoking Clean up Fee: This fee applies to all properties who require ANY amount of clean up due to damage, trash, rubbish, staining, to any level due to the violation of smoking in or within the property boundary.	\$200 Admin Fee + Cost + 28% Margin Minimum.
Eviction Administration Fee; Reinstating the Lease after eviction has been filed.	\$125.00 each time
Utility Collection Admin Fee; Fee for tenant not transferring utility service into their name, requiring the processing of a bill to their ledger for reimbursement.	\$30 each item for collection
Utility Disconnection Fee; early disconnection of utility service during the agreed to lease term.	\$195 for each occurrence, and each service that is terminated.

Initials Initials



3815 River Crossing Pkwy
Indianapolis, IN 46240

Office:
317.214.8552
Fax: 877.863.0044

Paper Payment or Paper Lease Admin Fee - this is a service fee for the forced use of either paper payments that require additional processing, or the sending of paper lease/documentation to the tenant for signatures.	\$30 - Paper Payment Fee \$50 - Paper Lease Fee
Lease Amendment Admin Fee - when the tenant requires an amendment to the lease agreement for changes to their current status. I.e. addition of a child, spouse, change of tenants, etc.	25% of one month's rent
Landlord Verification Fee - Time used to complete the verification required from a future landlord or management company.	\$25 each occurrence.
Renters Insurance - Failing to keep your insurance current and paid if using services other than what is provided in the RBP	\$25 each occurrence

I HAVE READ AND UNDERSTAND THIS ADDENDUM "A"

DocuSigned by:

Latisha S.

7/1/2023 | 07:44:23 PDT

TENANT 1 – Signature

Date

TENANT 2 - Signature

Date

TENANT 3 - Signature

Date

TENANT 4 - Signature

Date

DS DS
RL L.S.
Initials Initials



Lease Addendum B

Security Deposit Waiver (must check one)

A
2

• YES	\$ <u>126</u> per month	You waive payment of the security deposit \$ <u>5,100</u> in lieu of the indicated monthly payment.
• NO	Variable	You agree to post the security deposit as required by the Lease Agreement as set forth in the Lease Agreement Section 1, Item F.a.

***If neither "yes" or "no" are checked above, "yes" will be assumed, and you will automatically "Opt In" and you will be billed accordingly.

This Lease Addendum is attached to and becomes a part of the Residential Lease Agreement ("Lease Agreement") between Landlord ("Landlord") and Renter ("You"). Both parties are bound by the terms of this Lease Addendum.

Your Lease Agreement contractually requires that you post a Security Deposit to secure compliance with the terms and conditions of your Lease Agreement. The Security Deposit may be used by Landlord as reimbursement for amounts contractually recoverable from You under your Lease Agreement. In lieu of the Security Deposit, Landlord offers to waive the one-time Security Deposit in exchange for payment of the monthly fee indicated above for the term of the Lease Agreement. This waiver does not waive the requirement that You adhere to the terms and conditions of your Lease Agreement. If you have questions, your Property Manager can provide you with an Explanation of Protections, which is incorporated into this Lease Addendum by reference. In the event the Property Management contract is terminated, the monthly fee referenced herein will cease and the Property Owner may require You to post a Security Deposit.

I HAVE READ AND UNDERSTAND THIS ADDENDUM "B"

DocuSigned by:

7/1/2023 | 07:44:23 PDT

TENANT 1 – Signature

Date

TENANT 2 - Signature

Date

TENANT 3 - Signature

Date

TENANT 4 - Signature

Date

Initials Initials



Lease Addendum C - UTILITY RESPONSIBILITY AND CHARGES

	Sewage	Water	Electric	Gas	Trash	Solar
Tenant Responsible	Tenant	Tenant	Tenant	Tenant	Tenant	N/a
Charged back to tenant ledger	N/a	N/a	N/a	N/a	N/a	***If Solar is indicated above, then a \$185 charge will apply monthly minimum
Non-applicable	N/a	N/a	N/a	N/a	N/a	N/a

Initials Initials



Lease Addendum D Resident Benefit Package

Resident Liability Insurance

As a condition of our lease, and for its duration, Park Place Property Management requires all residents to carry liability insurance with \$100,000 minimum coverage for damages caused to the property resulting from residents' action or inaction. You may satisfy the lease minimum insurance requirement by obtaining and maintaining (during the duration of the lease) a personal renters liability insurance or liability insurance policy from an insurance agent or carrier of your choice AND providing proof of coverage (adding Park Place Property Management LLC as an **additional insured** on the policy and providing us a copy of the declaration page).

Must choose one plan: × \$10.95 Insurance Only

<input type="checkbox"/> <u>PLAN A (\$46 per month) includes:</u>	<input type="checkbox"/> <u>PLAN B (\$35 per month) includes:</u>
<ol style="list-style-type: none"> 1. <u>Build your credit score!* Free Credit Reporting for all on time Rental payments made during the term of the lease.</u> Reports are submitted to the credit bureaus TransUnion and Equifax. 2. Quarterly HV/AC filters delivered to your front door. 3. Online Portal to submit all maintenance requests. 4. Online Payment Portal 5. Dedicated after hours and holidays maintenance hotline. 6. \$20,000 Renter Content Coverage (\$250 deductible) under Park Place Property Management master policy. Policy is not an actual cash value, but is a replacement coverage policy. 7. \$100,000 Resident Liability Insurance Coverage under Park Place Property management LLC master policy. 8. \$10,000 Renters Bodily Injury Coverage (\$250 deductible). 9. One time Returned Payment Fee (\$50.00) forgiveness. 10. Resident Rewards Program 11. Move-in Concierge Program 12. Home Buying Assistance 13. Identity Protection 	<ol style="list-style-type: none"> 1. <u>Build your credit score!* Free Credit Reporting for all on time Rental payments made during the term of the lease.</u> Reports are submitted to the credit bureaus TransUnion and Equifax. 2. Quarterly HV/AC filters delivered to your front door. 3. Online portal to submit all maintenance requests. 4. Online Payment Portal 5. Dedicated after hours and holidays maintenance hotline. 6. One time Returned Payment Fee (\$50.00) forgiveness. 7. Resident Rewards Program 8. Move-in Concierge Program 9. Home Buying Assistance 10. Identity Protection <p><u>Residents providing both owners liability insurance and renters insurance (including naming Park Place Property Management LLC as the additional insured) may choose this option.</u></p> <p><u>Tenant is responsible to provide a copy to Park Place Property Management upon lease signing and with all renewals. Tenant is responsible to provide Park Place Property Management a copy of each policy renewal. In the event a renewal is not provided prior to policy expiration, Tenant will be AUTOMATICALLY enrolled in PLAN A to ensure proper coverage.</u></p>

DocuSigned by:

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7/1/2023 | 07:44:23 PDT

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

DocuSigned by:

7/1/2023 | 10:32:02 EDT

GDA Associate as Agent for Landlord

Date

Initials Initials



Lease Addendum E

The Park Place Property Management Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$46/month, payable with rent.

Tenant and Landlord mutually agree that the Resident Benefits Package is defined as follows and variations of inclusions may exist due to property specifications. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the package are unavailable due to a lack of HVAC or other property-specific limitations, unless otherwise specified below.

HVAC Filter Delivery: A portion of the Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 90 days, or as required by your HVAC system. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. Landlord may charge a trip fee to perform the filter change, as required, at Tenant expense. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package.

Tenant Buyer Program: All tenants in good standing may automatically receive a purchase credit of one-tenth (1/10) of your monthly rent payment toward your down payment or closing costs when buying a new or pre-owned home at the end of your lease agreement! You can view more information at <https://www.parkplacepm.com/tenant-buyer-program/>.

Resident Rewards: Tenant acknowledges that a Tenant rewards program is made available to them by Landlord. Rewards are to be accessed online and are activated at Tenant's sole discretion through use of a mobile application provided by the rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of Landlord.

Credit Building: Landlord Provides credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Tenant understands that any disputes will be handled directly between Tenant and the third-party service.

Renters Insurance Requirements and Program:

The Landlord required Tenant obtain liability coverage of at least \$100,000 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as part of the Resident Benefits Package; or (2) obtain alternative liability coverage from an insurer of Tenant's choice. The option Tenant chooses will not affect whether Tenant's lease application is approved or the terms of Tenant's Lease.



Option 1: Do nothing. Tenant will be automatically enrolled into an insurance policy as part of the Resident Benefits Package. No further action is required. Coverage will begin on the effective date of Tenant's lease and continue throughout the lease term. Please refer to the evidence of insurance that is supplied by Park Place Property Management for additional coverage details. The Resident Benefits Package monthly rate will be adjusted by the premium amount in the policy.

Option 2: Buy a policy. If Tenant prefers, Tenant may find, purchase, and maintain another policy that satisfied the Landlord's requirements. The Resident Benefits Package monthly amount will be adjusted accordingly. Visit

<http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord.

Please be sure that your policy meets the following criteria prior to submitting:

- Policy is purchased from an A-rated carrier.
- Policy meets or exceeds the required \$100,000 in property damage and legal liability.
- **Park Place Property Management is listed as additional interest.**
- **Park Place Property Management address is listed as PO Box 660121 Dallas, TX 75266.**

It is Tenant's responsibility to pay premium directly to your insurance provider. If the policy is terminated or lapses, Tenant will be subject to a lease violation fee of \$25 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

\$1M Identity Protection: By executing this agreement, tenant agrees to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.identityguard.com.

Home Buying Assistance: Landlord is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to tenants enrolled in the Resident Benefits Package for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate Agreement outside of this Lease.

24-Hour Maintenance Coordination Service: Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online Tenant portal, or other such means as made available by Landlord.

Online Portal Access: Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

Multiple Payment Methods: All rental payment can be paid in a variety of ways using Tenant's portal. Available options include ACH, debit and credit cards, along with participating retailers (as applicable). Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees are at the Tenant's expense.

Vetted Vendors: Landlord will ensure all third-party vendors are appropriately licensed, bonded, and insured.

DocuSigned by:

Latasha S.

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Resident

Resident

Resident

Resident

DS
RT

DS
L.S.

Initials Initials



Lease Addendum F

Landlord's Right to Mortgage

This agreement is attached to and forms a part of the Lease Contract dated 7/1/2023 | 10:32:02 EDT between Owner/Landlord and LaTrisha Shoemaker as Tenant residing at the above property.

1. LANDLORD'S RIGHT TO MORTGAGE: Tenant agrees to accept the premises subject to and subordinate to and existing or future mortgage or other lien, and Landlord reserves the right to subject premises to the same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.
2. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extension of such liens or encumbrances.

Signed:

DocuSigned by:

7/1/2023 | 07:44:23 PDT

TENANT 1 – Signature

Date

TENANT 2 - Signature

Date

TENANT 3 - Signature

Date

TENANT 4 - Signature

Date

DocuSigned by:

7/1/2023 | 10:32:02 EDT

Landlord or Agent - Signature

Date

Initials Initials