

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (the "Lease") is made this ____ day of _____, 20____, by and between _____ ("Landlord") and _____ ("Tenant"), and Landlord and Tenant agree as follows:

1. Leased Premises: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real estate commonly known as _____ in _____, **Indiana** _____ (the "Leased Premises").

2. Term: The Leased Premises are leased for a term of approximately _____ (____) months (the "Lease Term") beginning _____, 20____ (the "Commencement Date"), and ending _____, 20____ ("Expiration Date").

3. Rent: The monthly rent for the Leased Premises shall be _____ Dollars (\$____) per month (the "Rent"), and all Rent shall be due and payable, at Landlord's address (or such other address specified by Landlord), in advance on the first day of each calendar month during the Lease Term and any period of continued occupancy by Tenant. All payments shall be made without notice or demand from Landlord, with attorneys' fees and costs and expenses of collection in the event Landlord must pursue legal remedies to enforce the terms of this Lease, and without relief from valuation and appraisal laws. **If any payment is not received by Landlord within _____ (____) days following the due date thereof, then Landlord shall have the right, without any notice, to change Tenant a late payment charge of _____ (\$____), which shall be deducted from any refundable deposit monies be held on behalf of the Tenant.** If the Commencement Date occurs on a date other than the first day of a month or if the Expiration Date occurs on a date other than the last day of a month, then rent for such partial month at the commencement or expiration of the term shall be a prorated amount equal to one-thirtieth (1/30th) of a monthly installment of rent multiplied by the number of days in the partial month.

4. Occupancy: The Leased Premises shall be used solely for occupancy as a private residence for Tenant and Tenant's immediate family and for no other purpose. Tenant shall occupy, and shall not abandon or vacate, the Leased Premises at all times throughout the Lease Term.

5. Redelivery of Premises: At the expiration of the Lease Term (or other prior termination of this Lease), Tenant shall deliver possession of the Leased Premises to Landlord in as good condition as it is on the date hereof, ordinary wear accepted. Prior to surrender of possession, Tenant shall (a) clean the Leased Premises thoroughly, and, if the Tenant fails to clean the Leased Premises thoroughly, Tenant shall pay to Landlord the cost of cleaning the Leased Premises, (b) remove all of Tenant's personal property, and (c) deliver to Landlord all keys to the Leased Premises. If Tenant fails to remove any of Tenant's property prior to surrender of possession, the property, at Landlord's option, shall become Landlord's property, and Landlord may dispose of the property as Landlord determines to be appropriate in its sole discretion. Landlord may charge to Tenant as additional rent due on demand the cost of removing and disposing of the property.

6. No Animals. No animals may be kept on the premises (other than fish) without the prior written approval of the Landlord, which approval may be subject (at the discretion of Landlord) to an additional deposit and/or agreement between Landlord and Tenant.

7. Reserved Rights: Landlord reserves the right to enter the Leased Premises at any reasonable time to inspect the Leased Premises, to make any repairs which Landlord may determine to be appropriate, or to show the Leased Premises to prospective lessees, purchasers or mortgagees. Landlord also reserves the right to display "For Rent," "For Sale" and similar signs.

8. Utilities and Services: Tenant shall pay for all electricity, gas, water, sewer, telephone and cable television services, and other utilities. Tenant shall pay all bills for such services and utilities promptly as they become due. **ANY UTILITY LIENS THAT REMAIN AFTER THE EXPIRATION DATE OF THE AGREEMENT SHALL BE CHARGED TO THE TENANT AND DEDUCTED FROM ANY SECURITY DEPOSIT MONIES HELD BY LANDLORD.**

9. Tenant Obligations. Tenant shall not permit any encumbrances, liens or other interests to attach to the Leased Premises. Tenant shall be responsible for payment of (i) all general and special assessments, and all other governmental, municipal and public dues, charges and impositions becoming due and payable during the Lease Term, or attributable to Tenant's use of the Leased Premises during the Lease Term (except real estate taxes), (ii) all other assessments, costs and expenses incident to Landlord's ownership, or Tenant's use, of the Leased Premises during the Lease Term. If Tenant fails to pay any of the expenses or obligations of Tenant set forth in this Lease, Landlord shall have the right to pay such Tenant expenses or obligations and add the amount paid to Tenant's next immediate monthly Rent. Nothing in this Paragraph 9 shall act as a waiver of any other Landlord right hereunder, at law or in equity.

10. Security Deposit: On the Commencement Date, Tenant shall owe Landlord, in addition to any other sums required herein, an amount equal to the first month's rent (less the amount, if any, paid by Tenant as a Good Faith Estimate) as a "Security Deposit." Landlord shall hold the Security Deposit in an escrow account, which account may also contain other funds from other sources. The Security Deposit shall be applied by Landlord to any costs or expenses incurred by Landlord as a result of any breach or default by Tenant hereunder and any remaining balance of the Security Deposit shall be returned to Tenant after expiration of the Lease Term and delivery of possession of the Leased Premises to Landlord.

Tenant may satisfy its obligation to pay the Security Deposit by (i) on the Commencement Date, making an initial payment of \$.00, which amount shall include the application on the Commencement Date of the Tenant's Good Faith Deposit, if any, and (ii) on the first day of each month thereafter, until the full amount of the Security Deposit has been paid, by making monthly payments of \$.00 which shall be payable at the same time and place as the Rent.

Any late payment or non-payment of the balance of the Security Deposit in accordance with the above paragraph shall result in the balance of the Security Deposit becoming due and payable immediately upon such non-payment or failure to pay in a timely manner.

11. Good Faith Deposit: Upon execution of this Lease, Tenant shall make a deposit of \$.00 ("Good Faith Deposit"). Landlord shall hold the Good Faith Deposit in a non-interest bearing account, which account may also contain other funds from other sources. The Good Faith Deposit shall be applied by the Landlord to the Security Deposit that is due upon the Commencement Date.

12. Alterations: Tenant shall not make or permit to be made any alterations, additions, improvements or changes in the Leased Premises (including without limitation, painting, wallpapering and attaching fixtures or other items to the Leased Premises) without in each case first obtaining the consent of Landlord. All such alterations, additions, improvements and changes approved by Landlord shall remain on the Leased Premises and shall become the property of Landlord upon the expiration of the Lease Term (or other prior termination of this Lease). Landlord may charge to Tenant as additional rent due on demand, the cost of restoring the Leased Premises to its original condition if Tenant makes or permits to be made any alterations, additions, improvements or changes which have not been approved of by Landlord.

13. Repairs: (If Applicable) Landlord shall be responsible for all repairs to the Leased Premises which cost in excess of \$.00 per occurrence, including but not limited to the cost of repairs to the roof, furnace, water heater, refrigerator, stove, dishwasher, air conditioners, electrical wiring and plumbing on or in the Leased Premises; provided, that Tenant shall be responsible for any such repairs necessitated by its willful acts or negligence or Tenant's failure to maintain the Leased Premises as required by this Lease. Tenant shall be responsible for all repairs to the Leased Premises, which are not Landlord's responsibilities. (If Applicable) **TENANT SHALL BE RESPONSIBLE FOR PAYING ANY/ALL SERVICE FEES, NOT TO EXCEED \$.00**

14. Maintenance: Tenant shall be responsible for keeping and maintaining the interior, exterior and grounds of the Leased Premises and all appliances and equipment located in the Leased Premises in good working order and repair, and in a clean, safe, good and attractive condition at all times (including without limitation, all necessary general cleaning and maintenance, mowing, trimming and snow removal).

15. Use of Premises: Tenant shall not make or permit to be made (a) any unlawful, improper, noisy or otherwise offensive use of the Leased Premises (b) any nuisance or waste of the Leased Premises, or (c) any use of the Leased Premises which causes or may cause an increase in the insurance premiums for the Leased Premises or which renders void or voidable any policy of insurance covering the Leased Premises. Tenant represents and warrants that no business with the public shall be conducted from the Leased Premises.

16. Locks: Tenant shall not change, alter, or replace any locks on the Leased Premises or install any additional locks without the written consent of Landlord. Any locks installed with Landlord's consent shall remain on the Leased Premises and become the property of Landlord.

17. Default: If Tenant (i) fails to pay any installment of Rent when due, (ii) fails to pay on a timely basis any other expense or obligation of Tenant hereunder, or (iii) breaches any other term, covenant or condition of this Lease, then Landlord may (a) cure any such breach for the account of Tenant, and, if Landlord cures a breach, then Landlord may charge to Tenant as additional Rent payable on demand an amount equal to all expenses incurred by Landlord, (b) take possession of the Leased Premises, remove all persons and property from the Leased Premises, and, if Landlord takes possession of the Leased Premises, then Landlord may charge to Tenant as additional rent due on demand all costs of taking possession of, removing persons and property from, and repairing the Leased Premises, (c) relet the Leased Premises, and, if Landlord relets the Leased Premises, then Tenant shall remain liable for the excess of the monthly installments of Rent under this Lease over the Rent payments actually received each month and Landlord may charge Tenant as additional rent due on demand all costs of reletting the Leased Premises, (d) terminate this Lease by written notice, (e) permit Tenant to continue to lease the Leased Premises as provided in Paragraph 22 of this Lease, and immediately place the Leased Premises on the market for sale or lease, and/or (f) exercise any other legal or equitable right or remedy.

All rights and remedies granted to Landlord in this Section shall be cumulative and may be exercised without impairing or waiving any other rights or remedies of Landlord. Tenant shall be held responsible for any costs and damages incurred by Landlord with respect to the pursuit of any remedy under this Section (including without limitation, attorneys' fees and court costs).

18. Waivers. No delay by Landlord in pursuing any remedy under this Lease shall be construed to prejudice or prevent Landlord's right to pursue such remedy. Any waiver by Landlord of any breach of any covenant or duty of Tenant under this Lease must be in writing, and such waiver shall not be a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.

19. Assignment and Sublease: Tenant shall not (a) assign this Lease or any interest in this Lease, or (b) sublet all or any part of the Leased Premises without first obtaining the written consent of Landlord. No person who has not signed this Lease shall occupy the Leased Premises at any time. Landlord reserves the right to assign its interests in this Lease and any sums received or payable hereunder.

20. Insurance, Indemnification and Waiver of Claims:

(a) Public Liability Insurance: Tenant, at Tenant's expense, shall maintain throughout the Lease Term a policy of general public liability insurance, issued by a company or companies satisfactory to Landlord, naming Landlord as an additional insured, and covering any and all claims for injuries to or death of persons and damage to property occurring in or upon the Leased Premises in an amount **not less than (\$250,000.00)** and with a deductible not in excess of \$500.00.

(b) Insurance on Tenant's Property. All of Tenant's personal property shall be maintained on the Leased Premises at Tenant's sole risk and expense, and Tenant shall hold Landlord harmless from any claims, costs or expenses (including without limitation, attorneys' fees and court costs) arising out of damage to Tenant's personal property unless resulting solely from Landlord's gross negligence or willful misconduct. Landlord shall maintain in full force and effect throughout the Lease Term, fire and extended coverage insurance on the Leased Premises, naming Landlord as the insured there under.

(c) Indemnification: Tenant assumes all risks and responsibilities for accidents, injuries or damages to person or property and agrees to indemnify and hold Landlord harmless from any and all claims, liabilities, losses, costs and expenses (including without limitation, attorneys' fees and court costs) occurring as a result of or in connection with (a) the condition, use or control of the Leased Premises, or (b) any breach by Tenant of the terms, covenants or conditions of this Lease. Tenant shall be liable to Landlord for any damages to the Leased Premises and for any act or omission of Tenant or Tenant's agents, guests, invitees or licensees.

(d) Waiver of Claims and Subrogation: Landlord shall not be liable for, and Tenant waives all claims against Landlord for, any injuries, damages (including without limitation, consequential damages) or losses of or to person, property or otherwise, sustained by Landlord (whether or not covered by insurance), except to the extent that such injury or damage is the result of Landlord's gross negligence or willful misconduct. In any event, Tenant waives and releases any and all rights of recovery which it might have against Landlord for any loss or damage, whether or not caused by any alleged negligence of Landlord, its agents, licensees or invitees, to the extent that such loss or damage is or would be covered by any insurance required to be maintained under this Lease. Each policy of insurance required under this Lease shall contain an endorsement to such effect.

21. Damages and Destruction: If fire or other casualty damages the Leased Premises, then Landlord shall repair the Leased Premises as soon as practical. Landlord shall notify Tenant within fifteen (15) days after a casualty whether it can repair the Leased Premises within ninety (90) days after the date of the casualty. If Landlord notifies Tenant that the repairs cannot be completed within such ninety (90) day period, then Landlord may terminate this Lease by notice to Tenant.

22. No Smoking. There shall be no smoking within the Leased Premises, unless permission is granted by Landlord in writing.

23. Eminent Domain: If all or a substantial part of the entire Leased Premises is taken by any public or quasi-public authority under power of eminent domain or is conveyed to such authority as a consequence of eminent domain proceedings, then this Lease shall terminate on the day of the taking or conveyance. Tenant shall not be entitled to any part of the award which Landlord may receive as a result of a taking or conveyance. Landlord shall not be liable to Tenant for any damages caused by a taking or conveyance, and Tenant shall have no claim against Landlord for the value of any un-expired portions of the Lease.

24. Holdover: If Tenant continues to occupy the Leased Premises after the expiration of the Lease Term (or other prior termination of this Lease), and Landlord consents in writing to the continued occupancy, then the continued occupancy shall be deemed to create a tenancy from month to month on the same terms, covenants and conditions as under this Lease. If Landlord consents in

writing to such holdover, Landlord may terminate such month-to-month tenancy at any time upon thirty (30) days written notice to Tenant.

25. Accord and Satisfaction: No payment by Tenant or receipt by Landlord of a lesser amount than the Rent or additional payments due shall be deemed to be other than on account of the earliest rent due. No endorsement or statement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of all Rent due or to pursue any other remedy permitted under this Lease.

26. Notices: All notices or demands authorized are required to be given to Landlord or Tenant shall be in writing. Such notices or demands to Tenant shall be effective when delivered to Tenant in person, mailed by regular mail, or left for Tenant at the Leased Premises, whether actually received or not. All notices required to be given hereunder to Landlord, and all Rent payments, shall not be effective until actually received and shall be delivered to Landlord in person or by regular mail to _____ at the following address: _____ (or such other address as may be furnished by notice).

27. Miscellaneous: Subject to Section 19 above, all covenants and representations herein contained are binding upon and shall inure to the benefit of the heirs, executors, successors, administrators and assigns of Landlord and Tenant. If more than one party signs as Tenant hereunder, the covenants, conditions and agreements herein of Tenant shall be joint and several obligations of each such party. The captions herein are inserted only as a matter of convenience and do not in any way define, limit, construe or describe the scope or intent of this Lease or any section hereof or in any other way affect this Lease.

28. Acceptance of Premises: Tenant has examined the Leased Premises and all appliances and equipment on the Leased Premises and has found that they are in good working order and repair, and in a clean, safe and tenantable condition. Tenant's acceptance of the Leased Premises on the date of possession and thereafter shall be "as is" and without express or implied warranty of any kind as to condition, habitability, fitness or otherwise.

29. Limited Liability of Landlord: Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant and all those claiming by, through or under Tenant shall look solely to the estate, interest and equity of Landlord in the land and building comprising the Leased Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this lease to be observed and/or performed by Landlord, subject, however, to the prior rights of the holders of any mortgage covering the Leased Premises, and no other assets of Landlord (or of any partners, venturers', shareholders, officers or directors of Landlord) shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim.

30. Contingency: Landlord shall not be liable for failure to give Lessees possession of the Leased Premises on the Commencement Date, and this Lease Agreement shall terminate, if, prior to the date that is seven days prior to the Commencement Date, the Landlord accepts an offer for the purchase of the Leased Premises. Upon the occurrence of an accepted offer for the Leased Premises as described above, Landlord shall return any amount received by Tenant as a Good Faith Deposit.

IN WITNESS WHEREOF, Tenant and Landlord have executed this Residential Lease Agreement as of the day and year first above written.

LANDLORD:

Signature: _____

By: _____

Printed: _____

TENANT(S):

Signature: _____

Printed: _____

Signature: _____

Printed: _____