

K.N. 7/31/2013
L.R 7/31/2013

HOUSING AGREEMENT

This Housing Agreement is entered into on 07/11/2013, between **Kyle Nealy and Leighann Rothbard**, jointly and severally if more than one person (collectively, "Resident") and Millennium Adam's Bend, Adam's Grove, LLC d/b/a "Bloom" ("Owner") and is legally binding. Lessor's acceptance of this agreement is based on the information contained in the Lessee's rental application; Lessee agrees that this rental agreement is not in force until the Lessor verifies the information provided by the Lessee. Lessee agrees that if he/she has falsified any statement on said application or withheld documents intentionally for application process, the Lessor is under no obligation to lease the property to the Lessee and the Lessor shall be entitled to deduct any costs incurred in re-renting the premises from the damage/security deposit and any prepaid rent.

Start Date: August 9, 2013

Housing Installment Rate: \$ 994.00 (BL2)

End Date: July 25, 2014

Unit Type:

2 bedrooms, 2 baths
 Vaulted ceiling

Includes Cable/Internet/Water

Vaulted Ceiling: \$ 15.00
 Furnished: \$ N/A
 Storage Rate: \$ N/A
 Pet Fee: \$ N/A

Address: 1261 S. Adams St.

Apartment #: 7A/B

Total Monthly Payment: 1,009.00

Pet Deposit: \$ N/A

Security Deposit: \$500.00

This Housing Agreement grants a limited license to Resident to access and make personal residential use of the apartment described above, together with its standard installed fixtures and appliances (including a washing machine and dryer if indicated above), at the property known as "Bloom Apartments," as applicable, in Bloomington (Perry Township), Indiana (the "Property") between the Start Date and End Date listed above. Resident is assigned to the apartment identified above. If more than one person is identified above as Resident, all such persons will be jointly and severally responsible for all of Resident's obligations under this Housing Agreement. This Housing Agreement also includes the following terms:

- Term.** Resident will have access to the Property and the assigned apartment as of 1:00 pm on the Start Date, and this access will end as of 12:00 Noon on the End Date (the "Term"), unless early arrival or late departure is approved by Owner in writing, at additional cost to the Resident.
- Payment.** Resident accepts financial responsibility for the full Term of the Housing Agreement, whether or not the assigned apartment is occupied for the duration of the Term. Resident agrees to make full and prompt payment to Owner according to the payment schedule specified above, without demand of Owner. Payment for the utility/amenity fees plus any other charges then due will be considered part of rent and will be due and payable together with rent. For move ins or move outs that do not occur on the first of the month, the month will be pro-rated although the payment will be due on the first of that month. Payment may be made by personal check, money order or cashier's check, or in Owner's discretion by credit card, check card, electronic check, or by direct bank transfer, provided that Owner reserves the right to charge processing fees as appropriate for such payment methods. If any payment is returned unpaid, Owner may require Resident to make future payments by certified funds. Payment (including by mail) is deemed made only when actually received by Owner or its agent, subject to clearance of funds. Resident's payment obligation is a promise by Resident which is independent from all of Owner's and its agent's promises, duties and obligations. To cover Owner's added costs for late payment, each payment will be increased by \$50 as a late charge if not paid within two calendar days following the date due, and will be increased by an additional \$2 per day thereafter until paid in full. If payment is not made by the tenth calendar day of a month when due, Owner will take legal action for possession and payment and Resident will be responsible for all legal fees and costs in connection with such action. To cover Owner's added costs for processing of payments that are dishonored or returned due to insufficient funds, each such payment will be increased by \$60 as a returned payment charge and will not be considered paid until valid payment has been received. Payment

should be mailed or delivered to Bloom Apartments, 1051 S Adams St Bloomington IN 47403. Acceptance by Owner of any payment shall not waive Owner's right to terminate this Housing Agreement and/or claim any damages.

3. **Notices.** Written correspondence should be mailed to: Bloom Apartments, 1051 S Adams St Bloomington IN 47403. Owner's agent will maintain the following telephone number: 812-558-0800. For after-hour emergencies such as fire, flood, water problems or heating failure, calls may be placed directly Owner's 24-hour answer line at 812-558-0800 (press 2 then 4). Resident will receive notice at the premises as listed above.
4. **Assignments.** Apartment assignments are made, and may be changed, only by Owner or its agent. **Change requested by Resident:** Resident may request to change assignments to a different apartment. Such change requests by the Resident are only effective upon written approval by Owner in its discretion, subject to the following preconditions: (a) Resident must be in good standing under the Housing Agreement; (b) Resident must prepay a \$200 reassignment fee (refunded if the request is declined); (c) Resident and Owner must sign a written confirmation of the change in assignment, including Resident's agreement to pay the prevailing rate for the new assignment, pro-rated to the date scheduled for relocation; (d) Resident must pay a new security deposit for the new assignment, and Resident's prior security deposit balance will be refunded within 45 days following move-out from and inspection of the original apartment; and (e) relocation must be completed within 24 hours or charges will apply on both apartments. **Change by Owner:** Owner reserves the right to relocate Resident to another equivalent apartment at the Property for any reason upon at least three days' notice. In such case, if the new Owner-assigned bedroom carries a lower rate, Resident's charges will be pro-rated and reduced accordingly; if the new Owner-assigned apartment carries a higher rate, Resident will continue to pay the rate under this Housing Agreement and will not be charged the higher rate. Failure to relocate within the time provided by Owner may result in charges applying for both apartments.
5. **Termination; Delegation.** Once this Housing Agreement is signed by Owner and Resident, Resident can terminate occupancy by providing written notice to Owner and by fully vacating the premises, provided that in all cases Resident will remain fully responsible for the Total Rent that would have accrued under this Housing Agreement, through the end of the full original Term, accelerated and payable at the time of termination. No exception can be made for financial hardship, academic changes, family matters, medical issues, roommate conflict or any other reason. Any charges associated with damage to an apartment or the Property or Resident's failure to vacate completely upon termination, will be payable in addition to the foregoing amount. After such termination, Owner will use its commercially reasonable efforts to contract with other individuals for the use of available apartments, including the apartment vacated by Resident; if and when all such available apartments at the Property are fully assigned and occupied and no apartment remains vacant, Resident will receive a refund equal to the charges that would have accrued under this Housing Agreement, prorated from such date through the end of the original term hereof. Resident may not assign or transfer Resident's interest in this Agreement, or any part hereof, nor sublet Resident's right to use the Property, apartment, or any part thereof; however, in Owner's sole discretion Resident may delegate his or her right to use the Property to another person pursuant to Owner's approved delegation form, signed by all parties, if Resident is in good standing under the Housing Agreement and pays a \$750 delegation fee to Owner; in such case, Resident will assign his or her security deposit balance and any credits to the delegated resident.
6. **Move-in; Inspection; Delay.** Before Resident may access or occupy the premises, all required security deposits and installments must be paid in full with cleared funds. Immediately preceding Resident's taking possession of the assigned apartment (and any re-assigned apartment), Resident will conduct an inspection of the assigned apartment and will note on the Check-In/Check-Out Inspection Report ("Inspection Report"), which upon completion and approval by Owner will become part of this Agreement, any defects, damage or other conditions observed. Owner's approval of the Inspection Report will be conclusive evidence of existing defects, damage and conditions and of a full inventory of fixtures. If Resident fails to conduct the inspection and/or provide a signed Inspection Report to the Owner, then Resident waives the right to dispute any assessment of damages to the apartment. Upon Resident's move-out (or, as applicable, following the move-out of all residents of an apartment) at the termination of this Agreement, Owner will note the then-present condition of the assigned apartment, including all appliances and fixtures, and any damages incurred and/or extraordinary cleaning deemed necessary by Owner or extraordinary wear as determined by Owner. Resident will promptly pay all costs of restoring the apartment to the same condition upon move-in, less normal wear, and is encouraged to inspect the apartment with Owner's representative prior to move-out by making an appointment during business hours at least 48 hours in advance. Resident acknowledges that except as provided in the Inspection Report, each apartment is being delivered in "as-is" condition, and Resident's acceptance of the assigned apartment at the beginning of the Term constitutes Resident's acknowledgment that the apartment and all fixtures are in good repair and condition. Owner will not be responsible for any damages or consequences suffered by Resident as a result of Owner's inability to

- timely deliver possession of the apartment to Resident on the anticipated Start Date; in such event, the rent will be abated until Owner renders possession and such delay will not extend or decrease the term or change the End Date.
7. **Utilities.** The following utilities are included in the Total Rent set forth in this Agreement: water/sewer, trash disposal and regular pest control. Additionally, Internet connectivity and/or cable television are included if indicated above with a corresponding rate. Resident will be responsible, together and jointly with other residents of the Resident's assigned apartment as applicable, for arranging for and paying all charges associated with electricity, telephone and other utilities not listed above, and will promptly pay to the respective utility providers all such charges as they come due. Resident is responsible for establishing service in the name of such resident(s) with the utility providers, including Duke Energy for electricity, prior to the Start Date; otherwise, Resident will be responsible for all charges for electricity during the period of occupancy plus an administrative fee of \$50 per billing cycle. Resident will be responsible for all utility costs incurred by the assigned apartment during the Term and will reimburse Owner for all non-included utilities are charged to Owner. Owner makes no representations and hereby disclaims any and all warranties, express or implied, with respect to any utilities provided, including but not limited to those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Owner or its representatives or agents, whether in writing or otherwise, except as otherwise expressly stated in this Agreement, or in written documentation signed by the parties hereunder after the date hereof. Owner does not warrant or guarantee the protection of Resident's privacy during operation of utilities, that such utilities will satisfy Resident's requirements, or that the operation of utilities will be uninterrupted or error free. Resident acknowledges and agrees that neither Owner nor its affiliates, agents, employees or representatives will be responsible to Resident for any non-economic, consequential, incidental, indirect or special damages, including incidental, economic or punitive damages, arising from breach of warranty, breach of contract, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any utilities or the termination of any utilities, whether arising from Resident's use of (or inability to use) utilities, or otherwise, even if Owner has been advised of the possibility of such damage. Resident agrees to indemnify, defend and hold harmless Owner and its employees, affiliates and agents, from any and all losses, claims, damages, expenses, other liabilities and causes of action of every nature, including attorney fees, which arise, directly or indirectly: (i) in connection with the negligent acts, omissions or intentional wrongdoing of Resident; (ii) violation by Resident of any and all laws, ordinances, regulations and rules in connection with the utilities; or (iii) illegal or inappropriate use of the utilities. Any damage or loss to any utility devices, including cable boxes, during Resident's occupancy will be charged to Resident (and the other resident in the apartment, as applicable) at the replacement cost.
8. **Personal Property.** Neither Owner nor any of its employees, representatives or agents assumes any liability, directly or indirectly, for loss or damage to the personal property of Resident or others by fire, theft or any other cause. Residents are encouraged to obtain personal property insurance coverage. Any personal property remaining in the apartment at the end of the Term or after earlier termination of this Agreement will be considered abandoned by Resident and may be disposed of by Owner at the risk and expense of Resident, with Owner maintaining a landlord's lien for unpaid rent, as provided by Indiana law. Owner will not be liable or responsible for storage or disposition of the Resident's personal property.
9. **Responsibility for Damage.** Resident will be responsible for any damage, defacement or loss within the assigned apartment or to common areas, fixtures or appliances. Resident will be fully responsible for the conduct of his/her/their guests, visitors, licensees and invitees ("Guests"), including without limitation harm to individuals or damage or defacement of any part of the Property or its fixtures or property of third parties (including other residents) by such Guests.
10. **Prohibitions.** Illegal drugs, firearms, weapons or explosives of any kind are strictly prohibited anywhere on or about the Property, including individual apartments. No gas or charcoal grill, nor any other open flame cooking or heating device, may be stored or used on any balcony, deck and/or patio at the Property, except on the ground at least 25 feet from any building. Resident will, and will cause Guests to: (a) comply with all federal, state, county and city laws, ordinances and/or regulations, including without limitation those relating to the consumption of alcoholic beverages; (b) not act in any way that endangers the Property or the safety of any person, or that is intended to facilitate criminal activity; (c) not engage in disruptive behavior or conduct or allow any noise loud enough to be heard outside the apartment or in neighboring apartments assuming doors and windows were closed; (d) not place or keep any trash outside of the apartment, including on any balcony, deck or patio; (e) not damage or take any property belonging to others without express consent; (f) not tamper or interfere with smoke detectors; (g) not injure the reputation of the Property or its residents, (h) not act or fail to act in any way that would cause an increase in the rate of insurance at the Property; (i) not engage in any activity which interferes with or decreases the use and enjoyment of the Property by other residents; and (j) otherwise obey all rules and regulations applicable to

the Property. Any single violation of any of the foregoing will be considered a material breach of this Housing Agreement and will be good cause for immediate termination of the Housing Agreement with all charges due.

11. **Cleanliness and Safety; Entry.** Resident agrees to maintain the assigned apartment and the common areas of the Property in a clean, safe and sanitary condition, to exercise all due care in the use of same, and to cooperate fully with the Property pest control program as requested. Resident will place all trash in provided receptacles and will be responsible for the cost of cleaning the interior or exterior of the apartment if not kept in sanitary condition. Resident will at all times during cold weather keep the apartment's heat turned on, including during vacations, and will otherwise ensure that the apartment is heated sufficiently to at least 60°F to prevent damage from freezing, including but not limited to frozen pipes and fixtures. Resident will be responsible for all damage anywhere at the Property resulting from failure to keep the apartment adequately heated. Owner and its agents, employees and contractors may enter any apartment to perform routine maintenance, inspections, showings and other ordinary functions, provided that Owner will attempt to provide at least 24 hours advance notice to residents of an apartment before such entry. Owner reserves the right to enter an apartment without prior notice (including a passkey and/or disarming the alarm or other means of entry if locks have been changed) for urgent maintenance or repair purposes, or when there is reasonable cause to believe that a situation exists that could cause danger to life, safety, health or property, or a violation of this Agreement. Owner may confiscate any item deemed to cause a danger, and is under no obligation to pay compensation for or to return such items.
12. **Residential Use; Pets.** The apartment may be used solely for private residential purposes and for no other purposes. Resident may not carry on any business or other enterprise from the apartment, nor use any Owner-provided Internet connections for business purposes. Resident may place no signs, placards or other advertisement of any character in the apartment, nor display anything in an apartment that is visible from outside the Property or the apartment. In Owner's discretion, Resident may obtain permission to keep a single cat or dog (subject to limitations on certain breeds of dog) in the assigned apartment, provided that Resident pays an additional refundable deposit and signs a Pet Policy Attachment. Resident may keep a disability-assistance animal such as a seeing-eye dog and/or fish in a small tank to the extent approved by Owner in its sole discretion. Pets of others may not be kept at the Property at any time. Violation of the above policies will subject Resident to mandatory increased Security Deposit, deep-cleaning and daily administration fees in Owner's discretion, and may be considered as a termination of this Housing Agreement by Resident with housing fees due and accelerated as provided in paragraph 5.
13. **Guests; Occupancy Limits.** No one other than the persons identified above as "Resident" may occupy the apartment, except for an immediate family member of Resident that has been registered in writing with Owner. If Resident desires to have an Overnight Guest (any person staying in the Resident's apartment for more than three total nights in any 30-day period), then Resident must register the Overnight Guest(s) with Owner. Resident may not have Overnight Guest(s) for more than three consecutive nights, or for more than six total nights in any 30-day period. In the event any unregistered or unauthorized Overnight Guest(s) are identified to be in or using an apartment, Owner may assess against the Resident a fee established by Owner from time to time, in addition to the right of Owner to declare Resident in material breach of this Agreement and pursue other available remedies. Although Resident may have Guests from time to time, Owner reserves the right to restrict the number of persons permitted in or about an apartment at any time in Owner's discretion, to protect safety and the quiet enjoyment of other residents. All Guests may park only in overflow parking areas and no Guest's vehicle may remain at the Property for more than three days.
14. **Parking.** Owner grants to Resident a non-exclusive, undivided limited permit to use at any given time any one marked parking spot per each bedroom in the apartment in the Property's parking lot (subject to handicap and reserved parking restrictions) for the sole purpose of parking personal, non-commercial vehicles, and for ordinary access to and from such parking lot over marked driveways. Each parked vehicle must be properly registered and licensed, and may not create a safety hazard. Vehicles improperly parked or appearing abandoned may be towed at the vehicle owner's expense. This paragraph creates a limited use license and not a bailment. Resident assumes all risk and responsibility for damage to vehicles and any personal property contained in them, and the vehicles or other personal property of others, in connection with any use of parking areas. Owner is not responsible for any damage to vehicles or property contained in vehicles. Owner reserves the right to revoke or restrict parking rights in the event Resident violates this paragraph or the Housing Agreement.
15. **Smoking.** Smoking inside any apartment by Resident or his or her guest(s) is permitted only if all residents of that apartment have affirmatively agreed to allow such smoking, in their discretion. In the event that Resident or any guest smokes, burns candles, burns incense or engages in any other activity which could result in particles and/or smoke which tend to cause staining or odor on walls, carpets or other portions of the premises, soiling of ductwork that could require duct cleaning or a persistent odor in the apartment that necessitates the removal of carpet and padding despite an apparent clean appearance, all such damage and repair cost will be considered extraordinary

damage beyond normal wear and tear and is the responsibility of the Resident. Therefore, Resident agrees that any smoking in an apartment will subject the resident(s) to a minimum deep-cleaning fee of \$250, plus any additional costs of cleaning or repair in connection with smoking or other smoke-related damage.

16. Maintenance, Alteration and Repair.

- (a) Resident is responsible for and agrees to take good care of the premises, fixtures and all common areas. Resident may not remove any of Owner's property and will not perform any repairs, upgrades, painting, wallpapering, electric changes or other alterations of the premises without prior written consent from Owner. Resident will be responsible for damage from waste stoppages caused by foreign or improper objects or improper use in lines serving bathrooms, damage to fixtures, appliances, doors, windows, screens, damage from water faucets left on or from doors left open, and repairs or replacements to alarm devices necessitated by misuse or damage by Resident and/or guests. Extraordinary appliances or furnishings such as satellite dishes, hot tubs, pool tables, water beds or high utility-consuming devices may not be installed or placed on the premises or anywhere at the Property without Owner's prior written consent, in its sole discretion.
- (b) In the case of a malfunction of any utilities or damage by fire, water or similar cause, or any water leak, electrical problem, broken glass, broken lock or any other condition that Resident reasonably believes poses a material hazard to health and safety, Resident must promptly notify Owner in writing. Owner will act with reasonable time and diligence in making repairs and reconnections; Resident may not withhold or reduce payment of rent or other charges during such time. Maintenance and repair requested by Resident will generally be performed during normal business hours on Monday through Friday, unless Owner deems the work an emergency in its discretion, in which case work may take place at any time. Owner may temporarily disconnect equipment or utilities to avoid property damage and/or to perform repairs requiring such interruption, in Owner's sole discretion. Owner will not be liable for any inconvenience, discomfort, disruption or interference with Resident use of the premises because of ongoing repairs, alterations or improvements to the premises, the apartment or the Property.
- (c) Following move-in, Resident is responsible for providing and changing all light bulbs and batteries (for smoke detectors and remote controls) in the assigned apartment. A written maintenance report requesting assistance in changing these items may be submitted for maintenance staff assistance, with extra charges payable by Resident as applicable per Owner's published rates. From time to time, maintenance staff may enter the assigned apartment with or without notice to inspect and change furnace filters and to provide pest control.

17. Management; Community Policies. Owner may retain employees and management agents from time to time to manage the Property, and Owner's agent may retain other employees or contractors. Resident, on behalf of himself or herself and his or her Guests, agrees to comply fully with all directions from Owner and its employees and agents, and the policies and regulations (including all amendments and additions thereto), as contained in this Housing Agreement and any Community Policies that may be published or amended by Owner from time to time.

18. Breach by Resident. Upon any breach by Resident of this Housing Agreement, including community policies, Owner may without separate demand or notice, and in addition to other remedies provided by law, do any one or more of the following: (i) collect any charge under this Housing Agreement or community policies; (ii) sue to collect past due charges; (iii) terminate this Housing Agreement and Resident's right to occupy the premises and/or institute an action for eviction; (iv) sue to collect all unpaid rent and other charges which would become due through the End Date or until the apartment and all other apartments at the Property have been filled, with recovery by Owner of any discrepancy in rent rate and any expense incurred in obtaining the new resident contract; (v) report any information to credit reporting agencies. Without limitation, Owner may terminate this Housing Agreement for non-payment of rent or other charges, or upon any conduct by Resident that is prohibited by or in breach of this Agreement, or if, in the reasonable judgment of Owner, continued residency will or may be detrimental to the educational process or the health, safety and/or welfare of the other residents of the Property or any of the Property's personnel. Upon any termination as described in this paragraph: (a) Resident must fully vacate the apartment (including removing all personal belongings) within the time provided in the written notice given by Owner, and will have no further use of or access to the Property, the assigned apartment; and (b) Resident will be fully responsible for all rent and other charges as if the Agreement had been terminated by Resident as described in paragraph 5. Owner's termination for breach will not limit Owner's claim for damages resulting from Resident's breach of the Housing Agreement. Owner's acceptance of rent or other payment following notice to vacate or during the pendency of a legal action will not waive or diminish Owner's rights under this Housing Agreement or statutory law unless separately and expressly agreed by Owner.

19. Assumption of Risks; Liability. Resident ASSUMES ALL RISKS associated with use of the Property, and to the full extent permitted by law, agrees to hold harmless, release, defend and indemnify Owner and its affiliates, members, partners, officers, agents, management company and its and their respective employees ("Released

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Parties") from all liabilities and/or claims for injury or death to persons or damage or theft to property arising from the use, occupancy, presence at or other interaction with the Property or any part or contents thereof, by Resident or his or her Guests, including without limitation those injuries and damages caused by a Released Party's alleged or actual negligence or breach of any express or implied warranty. The Released Parties will not be liable for injury, damage or loss caused by criminal conduct of other persons, including theft, assault, vandalism or other acts of third parties. Resident agrees to indemnify each Released Party for any injuries to Resident or any Guest or other person or property that arises in connection with occupancy or use by Resident or any Guest of Resident. Resident further agrees to reimburse, indemnify and hold harmless Released Parties from any and all claims, lawsuits, actions, costs, damages (including liquidated damages as specified) or losses, including reasonable attorneys' fees and costs and expenses, that a Released Party incurs or may incur as a result of any breach of this Agreement by Resident. This paragraph shall be binding to the fullest extent permitted by law.

20. **Safety Precautions.** Resident acknowledges that neither Owner nor any of its agents, employees or representatives has made any representations or warranties, either written or oral, concerning the safety of the Property or any apartment, or the effectiveness or operability of any security devices or security measures in the Property or any apartment. Resident acknowledges that Owner neither warrants nor guarantees the safety or security of residents or their Guests against any criminal or wrongful acts of third parties. Resident and his or her Guests are responsible for protecting their own respective person and property and hereby release Owner and its agents, employees and representatives for any and all damage to person and property. Owner's safety measures are neither a warranty of safety nor a guaranty against crime or of a reduced risk of crime. Resident acknowledges that security devices or measures may be changed or removed by Owner without notice or compensation, and/or may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Resident acknowledges that he or she should not rely on such devices or measures and should take steps to protect himself or herself and his or her existing property notwithstanding these devices. Resident agrees to immediately notify Owner's representative of any malfunctions involving locks and life-safety building components. Should Resident become seriously injured or imperiled at the Property, Resident authorizes Owner and its agents to call 911 Emergency at Resident's expense, without legal obligation to do so.
21. **Abandonment.** If the assigned apartment is abandoned or Resident's right to use them has been terminated, Owner may, without notice, secure the apartment with new locks, to store or dispose of any personal property left in the apartment by Resident or Resident's Guests, and to re-assign the apartment to others for use. Any such abandoned property or personal possessions shall be stored and disposed of by Owner in accordance with Indiana law. Owner, in its sole reasonable discretion in accordance with applicable law, will have the right to determine when an apartment is abandoned, which may take into consideration any one of the following: the removal of personal property from the apartment other than in the usual course of continuing use, the failure to pay housing charges or other charges, discontinuance of any utility service, and failure to respond to any notices, phone calls, or correspondence from Owner or its representatives.
22. **Vacating at End of Term; Renewal.** This Housing Agreement does not automatically renew and Owner is not obligated to renew it. Owner reserves the right to contract with others for the premises at any time, for occupancy commencing after the End Date. Upon termination or expiration of this Housing Agreement for any reason, Resident will immediately vacate and relinquish the entire apartment, and all of Owner's fixtures, in a clean and sanitary condition, including removing all trash. Resident will pay all utility and service bills to the apartment (except those provided by Owner as specified in this Housing Agreement) and cancel all utility accounts in the name of Resident. Resident will return to Owner all keys issued to Resident by Owner. If all keys issued to Resident are not returned promptly to Owner, Resident will pay all costs associated with re-keying or reprogramming locks for the apartment, along with the cost of replacement of all keys. If Resident fails to vacate the apartment by the end of the Term or upon earlier termination of the Agreement, Resident will pay agreed holdover charges equal to three (3) times the daily pro-rated rate during the Term, plus associated expenses, including attorneys' fees. In no event after termination or expiration of this Housing Agreement will it be deemed to have been renewed or extended.
23. **Security Deposit.** As security for Resident's full performance of this Housing Agreement, Resident will deposit with Owner the Security Deposit amount identified above. Should charges be made against the Security Deposit because of damage to the Property, apartment or to any fixtures or equipment, or for any unpaid utility charges paid by Owner on behalf of Resident, Resident agrees, within three (3) days after notice, to deposit additional amounts as required to restore the Security Deposit to the original amount. When the apartment is properly vacated and Resident has turned in all keys and after inspection by Owner, the Security Deposit balance will be refunded to Resident, less any unpaid rent and any other amounts due under this Housing Agreement, including any charges (including labor cost) for damage, defacement or loss and any cost of special cleaning beyond reasonable wear and any unpaid utility charges paid by Owner on behalf of Resident. The Security Deposit is not intended as

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prepayment of rent and Resident may not withhold rent at any time based on the existence of the Security Deposit. Owner's retention of part or all of the Security Deposit will not limit Owner's right to all damages resulting from Resident's breach of the Housing Agreement. Resident agrees to provide a valid forwarding address upon termination or expiration of occupancy. Owner will return any unused portion of the Security Deposit to Resident at such address within 45 days after the latter of the expiration or termination of this Housing Agreement, or surrender by Resident and acceptance by Owner of the premises.

24. **Casualty Loss.** If in Owner's reasonable judgment the premises or the Property is materially damaged by fire or other casualty, Owner may terminate this Housing Agreement within a reasonable time after such determination, by written notice to Resident, in which case Owner will refund prorated, pre-paid rent and all deposits less lawful deductions unless Resident and/or Resident's guest(s) caused the casualty, in which case all funds on account will be applied to all applicable charges related to the damages and Resident will be responsible for the balance of all charges for repairs. If following a fire or other casualty Owner does not elect to terminate this Housing Agreement, Owner will rebuild the damaged areas within a reasonable time, and during such reconstruction, Resident will be provided a reasonable rent reduction for the unusable portion of the premises unless Resident and/or Resident's guest(s) caused the casualty.
25. **Guarantor Information, Notice.** Owner reserves the right to notify any Guarantor of any action taken or notice given with regard to Resident under this Housing Agreement. If Resident or Guarantor has supplied information by means of an application for residency, guaranty of payment or other documentation, Resident and Guarantor, as the case may be, represent that such information is true and correct and given voluntarily and knowingly. Owner and its management agent reserve the right to release any such information and/or Resident's account history to law enforcement, government officials, lenders and prospective purchasers of the Property.
26. **Claims.** All claims, including without limitation claims for injury and/or death, will be governed by the internal laws of the State of Indiana with respect to contracts made and events occurring within Indiana and that exclusive jurisdiction will be in the courts of Monroe County, Indiana. If Owner brings an action against Resident for breach or other enforcement of this agreement, Owner may recover all costs or fees incurred in connection with such matter, including reasonable attorneys' fees, as part of any judgment, in accordance with applicable law.
27. **Miscellaneous.** Failure of Owner to insist upon strict compliance with the terms of this Housing Agreement will not constitute a waiver of Owner's rights to act on any violation. Owner's rights are cumulative and the exercise of any remedy by Owner will not exclude or waive the right to exercise any other right or remedy. Time is of the essence in the performance of this Housing Agreement. Owner and its agents and affiliates make no representations or warranty as to the character or standing of any other residents of the Property. The lien of Owner's lender(s), if any, on the Property may be superior to Resident's rights as a resident and this Housing Agreement may be made subject to the rights of such lender(s). This Agreement and any attached and signed addenda constitute the entire agreement between the parties and no oral statements will be binding. Any amendment to this Housing Agreement, other than a change to the Community Policies, must be in writing and signed by Resident and Owner or its authorized agent. If any provision of this Agreement is found to be unenforceable or inapplicable, then the remaining provisions will not be voided and will remain in full force and effect. If any provision of this Agreement requires the permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner or its designated agent or representative, or may contain such conditions as Owner deems appropriate and will be effective only if Resident complies with such conditions. Moreover, any written permission or consent given by Owner to Resident may be modified, revoked or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident.

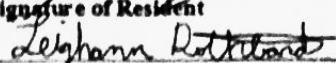
I/we have carefully read and fully understand and voluntarily sign this Housing Agreement. This is a legal document and is intended to be enforceable under its terms. I/we have had the opportunity to seek independent legal advice. I/we acknowledge that upon execution of this Agreement will be effective and binding upon me/us and all permitted successors.



7/31/2013

Signature of Resident

date



7/31/2013

Signature of Resident

date

Signature of Resident

date

ACCEPTANCE OF OWNER:

Millennium Adam's Bend, Adam's Grove, LLC

By:

Authorized Agent

date

Owner is an equal opportunity housing provider.