

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
(317) 376-8477

1. IPR LEASE

1.1 RESIDENCY AND FINANCIALS

THIS LEASE AGREEMENT is made and entered into on this 01/03/2023 , by and between:

Keveoni Simmons("Resident(s)" jointly and severally), and Innovative Property Resources agent (Collectively referred to as "Landlord") representing Radiant Moon .

1.2 TERM TERMS

LEASE TERM. Resident hereby leases a 1 unit for a period of 14 months , located at
1031 Hartford Street
Lafayette, IN 47904

1031 Hartford Street - Unit 6
Lafayette, IN 47904

⌚ (Address) for the term beginning on the first day of 01/01/2023 and ending on the last day of 03/01/2024 .

Resident is taking possession of the premises on 01/04/2023 .

1.3 RENT

Total Amount Due Broken Down as Follows:

Total Rent for the Lease Term	\$11,625
Minus Monthly Concession	\$ 0 * See Addendum for Rental Promotion
Tenants Rent Portion	\$
Monthly Section 8 or HUD Rent	\$,
Pet Rent	*\$See pet addendum
Garage/Other	\$ 0
Utility Bill Back-may vary monthly	\$ 0
Total Rent Due Monthly	\$775.00

Sign and Accept Keveoni Simmons, , Resident agrees to pay Landlord the total amount due per month as rent. If Resident does not pay total amount due before the 5th of the month, resident(s) will lose their monthly concession and be responsible to pay market rate rent plus all additional charges for said month.

Rent shall be payable in full on the first day of the month ("rent paying day"), including the last month of this Lease. Rent shall be payable to the Landlord in the name Innovative Property Resources, LLC and will be paid via the tenant portal or by using the electronic money order pay slip. If rent is paid after the fifth (5th) day of the month, a late charge of \$50.00 will then be due, plus \$10.00 per day shall be charged until the outstanding balance is paid in full. Payments are applied to LATE CHARGES, DAILY ACCRUED INTEREST, DAMAGES AND REPAIR CHARGES FIRST, and then rent. If Resident's check is dishonored, there will be an additional charge of \$50.00. A late charge per the above schedule will also be assessed on dishonored checks.

Upon the signing of this Lease, Resident shall pay the first month's rent and/or prorated amount of \$ 749.17 as payment from the date of possession.

1.4 UTILITIES

We'll pay for the following utilities:

Water, Sewage, trash removal, and snow removal and mowing

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

Tenant will provide to Landlord all utility account numbers prior to receiving possession of rental unit.

Tenants shall pay all charges of utility providers because of late payment or other default. Landlord is not responsible for utility service interruptions that are beyond its control or due to necessary repairs, replacements, or alterations. If the Tenant does interrupt service for any utility during their term, the resident will be charged for any costs related to turning the utility back on including, but not limited to, the past due balance, late fees, connection fees, re-connection fees, installation fees, permits and inspection fees that may be charged by the utility company for the service. Any utilities that are not transferred into the Tenants responsibility will be charged a monthly processing fee of \$50.00 per month unless the utilities remain in the Landlords name such as water and sewer. If fees are not paid, the Tenants security deposit can and will be applied to these fees. A new security deposit can and will be requested of the Tenant. This is a violation of the lease and eviction proceedings may result. Sign and Accept

1.5 DEPOSITS

Resident has paid total deposits in the sum of \$750.00, the receipt and sufficiency of which is acknowledged by canceled check or receipt. The total security deposit at the time of execution of this Lease Contract for all residents in the apartment is, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

By initialing below, you acknowledge and agree to the terms in Section 1.

X KS
Keveonia T. Simmons

2. Policies and Procedures

2.1 PETS

Pets are not permitted, even temporarily on the premises, unless the Landlord and Resident sign a separate pet agreement. Breeds that will exceed the size or weight limits of the property are not permitted even as puppies.

2.2 STORAGE

Landlord shall not be obligated to provide Resident storage, nor shall Landlord be responsible for any loss or damage to Resident's property, which may have been placed in a storage area. Resident may not store any flammable items or other objects, which may increase the insurance risk rating of the property. Resident acknowledges that all passageways may be used only for entry or exit and not for storage of any kind. Resident acknowledges that the use of any type of barbecue grills must be in compliance with city ordinances and rules established by the Landlord.

2.3 SMOKE ALARMS

Residents and occupants acknowledge that Landlord has equipped the premises with (an) operable smoke detector(s). Residents and occupants acknowledge that it is a serious lease violation to disable the smoke detector(s) at any time. Disabling of smoke detectors could result in lease termination, fines or both. Residents and occupants also acknowledge that they should perform periodic tests to the smoke detector(s) and replace batteries as needed. Residents and occupants are **required** to report any malfunctions of their smoke detector(s) to Landlord immediately. Residents and occupants acknowledge that Landlord shall not be liable for damages or injuries to persons or property caused by Residents' or occupants' disabling of smoke detector(s), failure to regularly test smoke detector(s), failure to change batteries as needed or failure to immediately report malfunction of smoke detector(s). If upon inspection, the smoke detector has been disabled or the batteries have been removed by the resident necessitating management enforcement, a fee of \$50 per smoke detector for each smoke detector that needs to be replaced and a fee of \$10 per battery will be charged to the resident to cover the cost of labor and materials. Sign and Accept

2.4 SUBLETTING OR ASSIGNMENT

Subletting or assignment is not allowed without the prior written consent of Landlord.

2.5 USE AND OCCUPANCY

The premises shall be used exclusively as a private residence by Resident. No businesses such as baby-sitting will be permitted unless prior written authorization is received by Landlord and Resident agrees to pay any additional fees and abide by any restrictions that may be imposed. The premises will be occupied only by **(list the names of all adults and children):**

Adults over 17:

Keveoni Simmons

Children 17 and under:

,

Persons not listed above must not stay in the apartment for more than **2 (TWO)** consecutive days without Landlord's prior written consent and for no more than twice that many days in any given month. A fee of \$25.00 per day will be assessed for any unauthorized persons that stay for more than 2 (TWO) consecutive days without Landlord's prior written consent.

2.6 PERSONAL PROPERTY ABANDONMENT

If Resident vacates or abandons the premises and does not remove his/her belongings from the premises or general storage space, Resident hereby gives permission to Landlord to remove same and place in a warehouse or storage facility to hold for charges and sell same at a public or private sale after thirty (30) days waiting period. The premises shall be considered abandoned when the Landlord reasonably believes Resident has discontinued occupancy.

2.7 ACCEPTANCE AND CARE OF PREMISES

Resident has examined and accepted the premises. Resident agrees to identify any defects and damages to the premises on the Move-In and Move-Out Inventory Condition Form ("Inventory Form"), supplied by the Landlord, and return it to the Landlord at the time of possession. Defects and damages not set out in the Inventory Form shall be presumed to have first occurred during Resident's occupancy of the premises. Resident shall use reasonable diligence in the care of the premises and shall maintain the premises in a safe and sanitary condition. Resident will not make any alterations to the premises nor remove Landlord's fixtures, furniture, and/or furnishings for any purpose. No resident shall himself or permit his family, visitors or guests to drill, poke or puncture holes into any ceiling, roof or walls for any purpose or occasion.

2.8 RELOCATION

There is no relocation clause in this lease. Please refer to "Termination Paragraph" for conditions of lease termination / buy-out.

2.9 QUIET ENJOYMENT

Resident agrees to occupy the premises in such a manner so as not to infringe upon the quiet use and enjoyment of other Resident's use of the premises. Resident agrees sitting, loitering, parties; playing and barbecuing are not permitted in front of any building, on porches or walkways. Resident agrees that fireworks are not allowed on property. Handling, owning and setting off fireworks are not permitted at any time. **RESIDENT AGREES TO OUR PROPERTY QUIET TIME FROM 10:30 P.M TO 7:00 A.M (CURFEW).**

2.10 PARKING POLICY

PARKING POLICIES. Resident agrees that only those vehicles listed below may park in the provided spaces without separate written consent from Landlord. Resident agrees that any expense landlord incurs due to Residents vehicles will be charged to their account and become due as stated in paragraph 2 of the lease agreement. Resident agrees that all vehicles will be kept in running condition and properly licensed, or landlord may tow off property at Residents expense.

- Ford , Fusion, Grey, License # Cc50270, 2018

Resident acknowledges that no more than two vehicles per household will be permitted nor will the parking of boats, trailers, recreational vehicles or commercial vehicles be permitted to park in the lot overnight.

2.11 ANTENNA OR SATELLITE DISHES

Radio and Television antennas or Satellite Dishes shall not be placed or erected on the roof or any exterior surface including balcony and patio areas of the Apartment or the building of which the apartment is a part of nor on any common areas of the apartment community.

2.12 RESIDENT INFORMATION

Resident understands and agrees that any false representations made on this Lease or any Resident eligibility documents shall be grounds for immediate Lease termination.

2.13 MULTIPLE RESIDENTS OR OCCUPANTS

Each resident is jointly and severally liable for all Lease Agreement obligations. If you or any guest or occupant violates the Lease Agreement or rules, all residents are considered to have violated the Lease Agreement.

2.14 INSURANCE

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

By initialing below, you acknowledge and agree to the terms in Section 2.

X KS
Keveonia T. Simmons

3. Responsibilities

3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

3.2 MOVE-OUT

You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

Deposit Refund

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us.

3.3 TERMINATION

This Lease, and all of its terms and obligations, shall automatically be renewed for One (1) year at the prevailing market rental rates, for that rental period unless terminated by either party, in writing on rent paying day, TWO (2) months prior to the expiration of the initial or successive terms. The Resident and any Co-Signor of this Lease will remain responsible for rent during the initial or successive terms of this Lease and during any holdover period. Resident shall deliver peaceful possession of the premises to Landlord upon termination hereof for any reason. After a minimum residency of 90 days resident may terminate this agreement on the last day of any month by giving sixty (60) days prior notice in writing upon the following conditions: 1. The death of any Resident named above, OR 2. The payment of *N/A - MUST SUBLEASE UNIT cancellation charge equal to 2 times the amount of the market rent of said unit. Cancellation charge cancels the lease and is not to be used as rent during the notice period. The notice month's rent must be paid in full at the time the 60 day is given. If the term of lease is not fulfilled for any reason, all deposits shall be forfeited.

a. **Notice to Vacate:** This lease is a term lease. It expires at NOON on the last day of the term expressed above. Tenant(s) must return the keys to the Landlord, have the unit vacant and ready for inspection all prior to noon on the last day. Vacating the Apartment prior to the lease expiration shall not sever Tenant(s)'s responsibility for rent and may result in forfeiture of all Deposits. Tenant(s) remains fully responsible for all rent, utilities, renter's insurance and operating expenses for the premises until a new qualified Tenant(s) is secured or until the end of the Lease Term. Tenant(s) agrees if he/she remains in possession of Apartment after the last day of the term or after the date of intention to vacate as stated on the written notice, whichever the case may be, Tenant(s) will pay a fine of \$200 per day. This holdover fine is considered additional rent. Tenant(s) shall remain liable to Landlord for all damages, inconvenience and expenses related to such holdover after the expiration of the Lease. Tenant(s) understands and agrees that verbal notices to vacate have no force and effect and will not be honored and no verbal waivers of notice to vacate requirements will be honored. Sign and Accept

3.4 DEFAULT BY TENANT

If Resident, Residents invitees or guests violates any term and/or condition of this Lease, the property or pet policies or any federal, state, or local law, then Landlord may terminate Resident's right of occupancy by giving such notice to Resident as may be required by law. The termination of Resident's possession shall not release Resident from liability for future rents due under this Lease. Acceptance of moneys at any time will not waive any of Landlord's rights.

3.5 REIMBURSEMENT BY RESIDENT

Resident agrees to reimburse Landlord promptly in the amount of any loss, property damage, or cost of repairs or service caused by the negligence or improper use by Resident, Resident's agents, invitees, family or guests.

3.6 LIABILITY OF LANDLORD

Resident acknowledges that the Landlord has neither expressed nor implied any assurances regarding the safety or security of Resident or Resident's agents, invitees, family or guests. Landlord shall not be liable to Resident, or any person occupying or visiting the apartment or apartment complex, for any injuries to the person or loss or damage to the property from any cause. Without in any way limiting the foregoing, Landlord shall not be liable for any claims for damage caused by roof (leaks or damage), plumbing, drains, rain, snow, ice, flood or sewer overflow or backup, nor from the fact that the building or any part thereof has been damaged by fire. **LANDLORD DOES NOT CARRY INSURANCE ON RESIDENT'S PERSONAL PROPERTY AND STRONGLY RECOMMENDS THAT RESIDENT CARRY RENTERS INSURANCE FOR RESIDENT'S OWN PROTECTION.** Sign and Accept

3.7 DAMAGE OR DESTRUCTION OF PREMISES

In the event of damage to the premises, or malfunction of equipment or utilities, Resident shall immediately notify Landlord. Resident may not authorize outside maintenance. Upon inspection, the resident may be charged for any repairs or damages created by the resident. These charges will coincide with the standard move out charge worksheet.

3.8 RIGHT OF ENTRY

Landlord shall have the right to enter the premises at all reasonable hours, if at all possible, granting a 24 hour notice (unless there is an emergency) for the purpose of inspecting the same and making necessary repairs and maintenance thereto. Such right of entry hereby granted to Landlord shall include any and all reasonable business purposes connected with the operation of the complex, and any business relating to the premises incident to the operation of the complex including but not limited to pest control services. Resident may not change locks or add keyed locks without Landlord's permission. If the resident changes the locks, the Resident will be charged a fee of \$100 per lock to cover the cost of labor and materials. Key replacement fee is \$25 per key.

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

3.9 LEGAL EXPENSES

Resident shall pay all costs, expenses, attorney's fees and collection fees allowable by law, which shall be incurred or expended by Landlord due to Resident's breach of the covenants and agreements of this Lease. Resident hereby acknowledges that the managing agent of the complex may sue in its name on behalf of Landlord to enforce any terms of this Lease.

3.10 BINDING ON HEIRS

All covenants contained herein shall be binding upon and inure to the benefit of Landlord and Resident and their respective heirs, executors, administrators, assigns and successors. The Landlord's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Landlord from exercising any other right or remedy.

3.11 LEAD BASE HAZARDS

Resident hereby acknowledges they have received from Landlord the EPA pamphlet "Protect Your Family From Lead In Your Home". Resident also acknowledges that he has received a "Disclosure of Information Statement" from Landlord identifying the known presence, if any, of lead base paint in their apartment or the fact that Landlord has no knowledge of any reports or records pertaining to lead paint or lead-based hazards in the housing.

3.12 GENERAL

This Lease may only be modified in writing signed by Resident and Landlord. In the event of more than one Resident, or a Co-Signor, each Resident and Co-Signor is jointly and severally liable for each provision of this Lease. Time is of the essence of this Lease. When appropriate, the use of the singular shall include the plural form. It is understood and agreed that all of the covenants, agreements and obligations of Landlord hereunder are limited by and are made expressly subject to the terms and provisions of a written management agreement between Landlord and the owner of the apartment complex. In the event Resident or any invitee is involved in any criminal activity, either on or off the property, Landlord may terminate this Lease and Resident will be required to vacate the premises. This community is a drug free community and any use or sale of illegal drugs will be grounds for immediate termination of this Lease.

3.13 SPECIAL PROVISIONS

The following special provisions and any addendum's or written rules furnished to you before signing control over conflicting provisions of this printed lease agreement.

RESIDENT & OCCUPANT ACKNOWLEDGMENT OF SECURITY POLICY:

1. No Representations. Residents and Occupants acknowledge that neither Owner nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.
2. No Warranty or Guarantee. Residents and Occupants acknowledge that neither Owner nor Management warrants or guarantees the safety or security of Residents, Occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each Resident, Occupant, guest, and invitee is responsible for protecting his or her own person and property.
3. No Reliance on Security Devices or Measures. Residents and Occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Residents and Occupants acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist. Sign and Accept

Release of Landlord from past and future negligence: In consideration of the terms of this lease, the undersigned resident or residents does hereby release and forever discharge Landlord, Landlord's administrators, agents servants, employees and assigns who might be claimed to be liable from any and all claims, demands, damages, actions, causes of actions and suits on account of all injuries, known or unknown, both to persons and property, which may result or in the future develop from any condition or occurrence at Innovative Property Resources managed properties caused by negligence of Landlord, Landlord's administrators, agents, servants employees or assigns. Sign and Accept

By initialing below, you acknowledge and agree to the terms in Section 3.

X KS
Keveonia T. Simmons

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
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4. CRIME FREE AND DRUG FREE HOUSING LEASE ADDENDUM

4.1 CRIME FREE AND DRUG FREE HOUSING LEASE ADDENDUM

Resident's Name(s) Keveoni Simmons

Apartment Address:

1031 Hartford Street
Lafayette, IN 47904
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In Consideration of the execution or renewal of a Lease for the dwelling unit identified in the Lease, Resident and Landlord agree as follows:

1. **Criminal Activity by Resident and Resident's Guests Banned.** Resident, any member of the Resident's household, Resident's guests, Residents invitees or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the Resident's apartment or is given access to Resident's apartment by Resident, members of Resident's household, or Resident's occupants, or who is on the common grounds, or any other person in the apartment or on the common grounds invited there in any way by the Resident, members of the Resident's household, or Resident's occupants, shall not engage or in any way be involved in any criminal activity including drug-related criminal activity, in, on or near the apartment or common area and in the case of Resident, members of Resident's household or Resident's occupants, in, at, on or near the apartment or common area, nor off the property. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 8021)).

2. **Facilitation of Criminal Activity Banned.** Resident, any member of Resident's household, Resident's occupants, Resident's guests, Resident's invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the Resident's apartment or is given access to Resident's apartment by Resident, members of Resident's household, or Resident's occupants, or who is on the common grounds, or any other person in the apartment or on the common grounds invited there in any way by Resident, members of Resident's household, or Resident's occupants, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, in, on or near the apartment or common area; and in the case of the Resident, members of the Resident's household, or Residents occupants, in, at, on or near the apartment or common area, nor even off the property.

3. **Use of Apartment for Criminal Activity Banned.** Resident, any member of Resident's household, Resident's occupants, Resident's guests, Resident's invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the Resident's apartment or is given access to Resident's apartment by Resident, members of Resident's household, or Resident's occupants, or who is on the common grounds, or any other person in the apartment or on the common grounds invited there in any way by the Resident, member of Resident's household, or Resident's occupants, shall not permit the apartment to be used for any criminal activity, including drug related criminal activity, regardless of whether the individuals engaging in such activity is a member of the household, an occupant, guest, or invitee, and regardless of whether Resident is at home during any offenses.

4. **Drug Related Activity Banned.** Resident, any member of Resident's household, Resident's occupants, Resident's guests, Resident's invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the Resident's apartment or is given access to Resident's apartment by Resident, members of Resident's household, or Resident's occupants, or who is on the common grounds, or any other person in the apartment or on the common grounds invited there in any way by the Resident, member of Resident's household, or Resident's occupants, shall not engage in drug-related criminal activity. Drug related activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802 at any location, whether in, at, on or near the apartment or common areas, and in the case of Resident, members of Resident's household, or Resident's occupants, in at, on or near the apartment or common area, nor even off the property.

5. **All Criminal Activity Banned.** Resident, any member of Resident's household, Resident's occupants, Resident's guests, Resident's invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the Resident's apartment or is given access to Resident's apartment by Resident, members of Resident's household, or Resident's occupants, or who is on the common grounds, or any other person in the apartment or on the common grounds invited there in any way by the Resident, member of Resident's household, or Resident's occupants, shall not engage in acts of violence or threats of violence including, but not limited to , the unlawful discharge of firearms, prostitution, criminal street gang activity, threatening or intimidating, or assault on or near the apartment or common grounds, or any other breach of the Lease agreement

that otherwise jeopardizes the health, safety and welfare of the Owner, Owner's Agent, or other residents, or involving imminent or actual serious property damage.

6. **Violation of the Above Provisions Shall Be a Material and Irreparable Violation of the Lease and Good Cause for Termination of the Tenancy.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material non-compliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise prohibited by law, proof of violation **shall not require criminal conviction**, but shall be a preponderance of the evidence. In case of conflict between the provisions of this addendum and any other provisions of the Lease, the provisions of the addendum shall govern.

7. **Addendum Supersedes Lease.** In case of conflict between the provisions of this addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.

8. Addendum is Incorporated into Lease. This Lease Addendum is incorporated into the Lease executed or renewed this day between Landlord and Resident. This CRIME FREE LEASE ADDENDUM is incorporated into the Lease executed or renewed on this date 08/01/2022, between Landlord and Resident.

By signing below, you acknowledge and agree to the terms in Section 4.

X Keveonia Tashuna Simmons

Lessee

IP Address: 68.51.3.174
01/03/2023 01:20pm EST

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
(317) 376-8477

5. INNOVATIVE PROPERTY RESOURCES PROPERTY POLICIES

5.1 INNOVATIVE PROPERTY RESOURCES PROPERTY POLICIES

Resident's Name(s) Keveoni Simmons

Apartment Address:
1031 Hartford Street
Lafayette, IN 47904

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1._____If any Resident transfers to another apartment within the community during the term of the lease, a NON-REFUNDABLE transfer fee will be charged, and a new lease must be signed. In addition to the transfer fee, each Resident will be required to pay a Security Deposit and any other fees required by the property.

2._____Insurance coverage maintained by the Landlord does not protect the Resident(s) against loss of personal property by theft, fire, water damage, etc. Each Resident must obtain a policy of Renter's Insurance protecting his/her household goods and personal property. Renters insurance must be obtained by tenant and maintained throughout entire lease term.

3._____Excessive speed within the community will not be permitted. Please limit your speed within the Apartment Community to 10 MPH.

4._____Unightly vehicles (such as broken windows, flat tires) will not be permitted in or around the premises. All vehicles on the premises must be operational, licensed and regularly used. No washing or repairing of vehicles will be allowed. Cars and motorcycles are required to be parked in parking areas provided. Parking of trucks, boats, trailers, recreational or commercial vehicles are prohibited even temporarily. Failure to comply with these rules may result in towing of the vehicle at the owner's expense.

5._____Resident(s) agree to keep the leased premises clean and safe. Resident(s) must maintain the leased premises at a temperature adequate to prevent injury or damage to said premises, appliances and water pipes therein. Landlord shall furnish light bulbs at the time possession is given, however, Resident(s) shall be responsible for replacement thereafter.

6._____Resident may not hang bathing suits, brooms, mops, rugs, planters etc. on the balcony or patio or anywhere else outside the apartment. Outdoor holiday lights/string lights/decorative lighting are only permitted in the holiday season and must be promptly removed thereafter.

7._____Window screens shall not be removed except for cleaning and must be replaced immediately. The cost of the labor and materials for any window screens that are damaged or destroyed will be charged to the resident. Landlord shall not be responsible for the washing of any windows.

8._____Drapes may be hung provided the mini or vertical blinds are left at the window. Drapes must have a white backing if mini or vertical blinds are not provided. In no event shall Resident be allowed to place tin foil, sheets, blankets, or any other color than white or alabaster blinds, or any other type of covering over the windows. A charge of \$50.00 to

cover the cost of labor and materials per mini-blind will be charged for any mini-blinds that are damaged or destroyed. The resident will be given notice of this charge in advance.

9. Resident(s) agree to refrain from displaying signs or other advertisements on the premises, placing air-conditioning units in the windows, antennas on the roofs or walls or cooking in the basements, front yards, halls, stoops, porches, or balconies. Resident(s) agrees to keep the apartment entrances and exteriors free and clear of unsightly objects and will keep no objects including, but not limited to, bicycles, tricycles, toys, and mops, waste baskets in the hallways, porches, balconies or patios at any time.

10. The equipment in the bathrooms and kitchens shall not be used for any purposes other than those for which they were constructed. No sweepings, potato peelings, rubbish rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be thrown therein. Do not place metal, string, potato peelings, grease, coffee grounds, nut shells, glass, olive or fruit pits, corn cobs, paper, wire, bones or non-food items in disposal. A service call to unstop a garbage disposal or sink shall be at the expense of resident unless it is due to mechanical failure. A resident shall be responsible for any stoppage to plumbing that is confined to their unit and not attributable to a main line serving the building. Resident(s) shall be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse Landlord for necessary expenses incurred in the repair of such equipment. Washers or dryers not approved in writing by the Landlord are prohibited. _

11. Resident(s) must control the volume of stereo's, TV's, and musical devices within their apartments and automobiles to the extent that they do not disturb other Residents. Noisy or disorderly conduct annoying or disturbing other Resident(s) will not be permitted.

12. Resident(s) should use nails when hanging pictures, mirrors, etc. Please DO NOT use adhesive hangers or any other adhesive backed materials to hang decorations. Resident(s) will be responsible for all costs associated with wall repairs. Resident(s) shall not poke, drill or puncture holes into ceiling for any purpose.

13. Trash containers/dumpsters have been placed at various locations throughout the community for convenience. **In the event that one is full, please DO NOT place trash on the ground; simply proceed to the next closest dumpster to dispose of trash. At no time is trash permitted to be placed outside the apartment, entry door, patio, or balcony.**

14. Residents are requested to notify the Management office if planning to be away for more than five days.

15. Locks shall not be changed or added without the written approval of the Landlord. The Landlord must at all times have access to all apartments for emergency reasons. The Landlord will allow that the resident purchases a chain lock or similar lock for onsite maintenance to install at the Landlord's convenience. At the time the apartment is vacated, the lock will become the property of the Landlord and must remain with the apartment.

16. Residents agree to pay key replacement fee the greater of \$10 per lost key or the fee of \$100.00 incurred by Owner to change the appropriate locks. A lock out fee of \$50 will be charged. Fees are due at time of lock out service. If fees are not paid said fees shall be deemed to be additional rent.

17. Highly combustible items such as gasoline, fuel-fed space heaters, paints with or without oil bases, etc. shall not be stored on the premises. The top of all water heaters near the vent pipe shall be kept clear of all items. No items will be

stored in utility (furnace) closets, including but not limited to mops, brooms, and vacuum cleaners.

18.____Residents and or occupants living on the premises and their guests must not disturb other residents. Residents and or occupants (under the age of 18) shall be under parental control and supervision. Residents are responsible for any damages caused by occupants and or guests.

19.____No resident shall himself or permit his family, employees or visitors to cut flowers, shrubs, or pick or cut branches from trees on the grounds surrounding the building or planted areas of the property. No vegetable plots or flower gardens shall be planted or cultivated on the property without the written consent of the Landlord.

20.____Active sports, such as baseball, football, badminton, etc. shall be **PROHIBITED** on the grounds, walks, or lawns adjacent to the buildings.

21.____Resident(s) or visitors may not smoke anywhere inside the leased premises or common areas.

22.____This Lease, and all of its terms and obligations, shall automatically be renewed for One (1) year at the prevailing market rental rates for new residents for that rental period unless terminated by either party, in writing on rent paying day, **two (2) months prior** to the expiration of the initial or successive terms. **I.e. We require a 60 day notice if you are not planning on renewing your lease.**
The Notice to Vacate forms are in the office.

By signing below, you acknowledge and agree to the terms in Section 5.

X *Keveonia Tashuna Simmons*

Lessee

IP Address: 68.51.3.174
01/03/2023 01:24pm EST

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
(317) 376-8477

6. MOLD ADDENDUM

6.1 MOLD ADDENDUM

Resident's Name(s) Keveoni Simmons

Apartment Address:
1031 Hartford Street
Lafayette, IN 47904

6

Mold (also known as mildew) is found throughout the environment. Many species are commonly found on the skin of healthy people as well as in air and soil. Mold not only causes discoloration and odor problems, but also may actually lead to the deterioration of building materials. As long as moisture is present, mold can grow, without moisture, molds cannot reproduce. It is through undiscovered or ignored water problems that these organisms can become a health issue. Remember these rules and you will help stop mold growth in your residence.

Preventing mold begins with you!

1. Keep your dwelling clean. Vacuuming, mopping and using household cleaner will remove the household dirt and debris that encourage mold growth.
2. Immediately throw away moldy food.
3. Remove moisture on windows, walls, ceilings, floors and other surfaces.
4. Use exhaust fans in the bathroom and kitchen when showering or cooking.
5. Be sure to keep the shower curtain inside the tub and fully close the shower curtain.
6. Wipe moisture off shower walls, shower doors, the bathtub and the bathroom floor.
7. Leave the bathroom door open until all moisture on the mirrors, bathroom walls and tile surfaces dissipate.
8. Hang up your towels and bathmats so they will completely dry out.
9. Promptly notify management in writing about any air conditioning or heating problems, water leaks or signs of mold. Failure to promptly pay attention to leaks or moisture that might accumulate on dwelling surfaces, that might get inside walls or ceiling can encourage mold growth.

out. Prolonged moisture buildup can result from a wide variety of sources, such as:
 11. Rain leaking from roofs, windows, doors or walls.
 12. Overflow or leaks from shower, bathtubs, toilets, lavatories, sinks, washing machines, dryer discharge vents, dehumidifiers, plumbing lines or fixtures, plants, pet urine, cooking spills, refrigerator, AC drip pans or condensation lines.
 13. Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

Small areas of mold on non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic) can be cleaned by first using soap (or detergent) and water, then letting the surface dry, and within 24 hours applying a pre-mixed, spray on household cleaner such as Lysol Disinfectant® or Clorox Cleanup®. Only a few of the common household cleaners will actually kill mold and dead mold can still reproduce spores. Tilex® and Clorox® contain bleach which can discolor or stain so be sure to follow the instructions on the container. Do not attempt to clean mold on porous surfaces such as sheetrock or large areas on non-porous surfaces. In such cases, promptly notify the management in writing of the problem.

(Please read manufacturer's instructions and warnings before using products listed above.)

If you are concerned that you may be sensitive to mold, it is recommended that you consult your physician. Information regarding mold and mildew can be found at www.cdc.gov or www.epa.gov.

The presence of mold will not negate your responsibilities to fulfill your lease.

By signing below, you acknowledge and agree to the terms in Section 6.

X *Keveonia Tashuna Simmons*

Lessee

IP Address: 68.51.3.174
01/03/2023 01:24pm EST

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
(317) 376-8477

7. PEST CONTROL ADDENDUM

7.1 PEST CONTROL ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated 01/01/2023 between

Radiant Moon managed by Innovative Property Resources agent "Owner" and Keveoni Simmons "Resident" for the premises located at,

1031 Hartford Street
Lafayette, IN 47904

6

, It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no pest infestation. The Resident and the Landlord must work together to prevent and eliminate the infestation of bedbugs, cockroaches and other pests. The Landlord shall take such action as necessary to prevent and eliminate pests. Residents are required to immediately notify the Landlord of bedbugs, cockroaches or other pests found in their unit or in common areas.

Residents shall maintain their units so as to discourage pests. This includes eliminating cockroach and bed bug habitats such as clutter and garbage; removing access to food and water for cockroaches; and keeping food items tightly covered. In the event of an infestation, the Resident shall cooperate with Landlord by allowing reasonable access for inspections or re-inspections, preparing their unit for treatment and disposing of property which may be the source the infestation or which may serve as a home for pests. Failure to cooperate may be grounds for termination of the Lease

Residents have an important role in preventing and controlling all pests and bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs and the unit is free of bed bugs prior to moving belongings in of said unit.

Resident will allow management to inspect all mattresses and box springs before they are moved into the property.

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises.

Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following: • Resident shall remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
2. Resident shall keep the unit clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
3. Resident shall avoid using secondhand or rental furnishings, especially beds and mattresses. Used items are often infested with bed bugs. If you must use rented or secondhand items, inspect them carefully, and never accept any item that shows signs of bed bugs. Resident shall not bring discarded items from the curbside into the unit.
4. **Resident shall cover mattresses and box springs with zippered, vinyl coverings.** These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.

5. Resident shall arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.

6. Resident shall check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.

7. Resident shall report any problems immediately. Specifically, Resident shall: Report any signs of bed bugs immediately. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.

Tenant is to notify management if a problem of bedbugs is suspected. Tenant is not to try to treat the infestation as treatments available to the general public are of limited effectiveness. Tenant will use Innovative Property Resources approved pest control only.

Tenant shall pay the cost of any extermination or bedbugs or other treatment to remedy an infestation, and any repairs occasioned by any such infestation or by any such treatment, including, to the extent attributable to tenant's failure to keep the premises free from bedbugs, the cost of treatment and repairs to other residential units and common areas within the property.

By signing below, you acknowledge and agree to the terms in Section 7.

X Keveonia Tashuna Simmons

Lessee

IP Address: 68.51.3.174
01/03/2023 01:24pm EST

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
(317) 376-8477

8. PET AGREEMENT

8.1 PET AGREEMENT

This is an Addendum to the Lease Agreement dated 01/01/2023 between Keveoni Simmons ("Resident") for
1031 Hartford Street
Lafayette, IN 47904
6

and the owner' Radiant Moon managed by Innovative Property Resources agent (collectively referred to as "Landlord"). It is hereby agreed as follows:

1. The pet(s) is (are) a **fully-grown** male/female, dog(s)/cat(s).

The following breeds, or any mix with them, will not be accepted or allowed on property under any circumstances: Alaskan Malamute, Akita, Cane Corso, Chow Chow, Bull Terrier, Doberman Pinscher, Dalmatian, German Shepherd, Great Dane, Mastiff, Pit Bull, Rhodesian Ridgeback, Rottweiler, St. Bernard, Siberian Husky, Shar Pei, Staffordshire Terrier, and Wolf-hybrid.

Puppies under 1 (one) year of age will not be permitted under any circumstances.

2. The said pet(s) is described as follows:

PET 1: Age/gender:

PET 1: Breed/name:

PET2: Age/gender:

PET2: Breed/name:

3. A veterinarian's certificate is attached to attest that:

A. Animal has received all required inoculations including but not limited to rabies, distemper, feline leukemia, etc.

B. Feline female animals have been spayed and male cats neutered.

4. A non refundable pet fee of \$250.00 in addition to the standard security deposit is hereby acknowledged and will not be refunded.

5. Pet rent of \$40.00 per month for 1 pet and \$60.00 per month for 2 pets over and above the normal rent, will be due and payable under the same terms and conditions as set forth in the aforementioned Lease Agreement. A default in pet rent will be deemed a default as set forth in aforementioned Lease. If an unauthorized pet is found in the apartment, security deposit shall be forfeited.

A. Resident represents that the above-mentioned pet is a domesticated animal, is not vicious and has not bitten, attacked or menaced anyone or any other animal in the past.

B. 2 pets per apartment are allowed in the following combinations only:

- 2 small dogs (25 pounds or under) or

- 2 cats or

- 1 large dog (over 25-50 pounds) or

- 1 small dog (under 25 pounds) and 1 cat

ANY ANIMAL THAT IS NOT A DOG OR CAT WILL NOT BE PERMITTED .

C. Pets left unattended for 24 hours or longer will be deemed abandoned, in which case, Residents hereby gives Landlord the right to enter, notify proper authorities and remove pet.

D. Pet cannot at any time be left alone on a balcony/deck or tied outside apartment for any reason.

E. **PET MUST BE KEPT ON A LEASH AT ALL TIMES.** Pets cannot be curbed on shrubbery, flowers, or small trees. **Resident is responsible for picking up and disposing of pet waste.** Failure to do so will result in a fine of \$90.00 per occurrence. Second violation will be deemed a violation of Lease Agreement. Pets are not permitted in the pool area, offices, clubhouse, playground, recreational facilities, laundry rooms or other dwelling units.

F. Any and all damages to the premises as a result of pet presence will be repaired at Resident's sole cost and expense. **The non-refundable portion of pet fee will not be applied to said damages.** The balance of the deposit, less damage cost, will be refunded with the normal security deposit after the apartment is vacated and inspected, subject to the terms of the Lease Agreement

7. Landlord has permission from time to time with proper notice to inspect premises for damage. All pets are subject to a three-strike policy. After receiving the third strike against the pet, Resident will have 10 (ten) days to remove pet(s) from premises or will be considered in violation of Lease Agreement.

8. Tenant will take all reasonable action to not allow Tenant's Pet from creating a nuisance, annoyance and disturbance to the other tenants and neighbors.

****In Consideration of Landlord's agreement and representation as hereinabove stated, Landlord does hereby permit Resident to have said pet in Landlord's apartment.**

By signing below, you acknowledge and agree to the terms in Section 8.

X Keveonia Tashuna Simmons

Lessee

IP Address: 68.51.3.174
01/03/2023 01:25pm EST

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
(317) 376-8477

9. RENT COLLECTION POLICY

9.1 RENT COLLECTION POLICY

Resident's Name(s) Keveoni Simmons

Apartment Address:
1031 Hartford Street
Lafayette, IN 47904

6

1. On the 6th of each month, late charges per your lease agreement are to be assessed, in accordance with the Lease Agreement, against any unpaid account. A collection fee of \$10.00 per visit will be charged to the resident's ledger for each instance the agent must knock on or place notices on the resident's door asking for the payment of delinquent rent.
2. On the 6th of the month, a small balance due reminder may be sent to delinquent residents, informing the Resident their full amount of rent has not been received. A collection fee of \$10.00 per visit will be charged to the resident's ledger for each instance the agent must knock on or place notices on the resident's door asking for the payment of delinquent rent.
3. By the 6th of the month, a rent default notice is sent to all delinquent residents owing the entire month of rent informing the Resident their rent has not been received and it must be paid immediately to avoid legal action.
4. All payment made after the 10th of the month must be made with **a money order or certified check. (NO CASH ACCEPTED)**
5. By the 11th of each month if half of the rent has not been paid, our attorneys are advised of this. There will then be immediate, appropriate legal action to file suit for rent and possession.
6. By the 25th of the month if all rent and applicable late charges have not been paid in full, our attorneys are advised of this. There will then be immediate, appropriate legal action to file suit for rent and possession.
7. All accounts referred to an attorney will be charged all attorneys' fees or a lease reinstatement fee where appropriate.
8. Once it becomes necessary to take legal action, all future communications from the resident will be referred to our attorneys.
9. If legal action was previously necessary for a resident, and he/she paid and was allowed to remain in the apartment, and if the resident is again delinquent on the 11th (half of the rent due) or the 25th (entire month of rent and applicable late charges are due) of the next month, a lawsuit for rent and possession will be immediately filed. Under no circumstances will the resident be permitted to stay after the second suit.
10. Physical eviction proceedings begin immediately after the suit is decided.

A COLLECTION FEE OF \$10.00 PER VISIT WILL BE CHARGED TO THE RESIDENTS LEDGER EACH VISIT THAT AN AGENT MUST KNOCK ON OR PLACE LATE NOTICES ON THE RESIDENTS DOOR ASKING FOR THE PAYMENT OF DELINQUENT RENT. THIS COLLECTION FEE IS ONLY CHARGED AFTER THE 5TH OF EACH MONTH WHEN RENT IS PAST DUE. THIS COLLECTION FEE IS TO COVER THE COST OF LABOR AND MATERIALS FOR THE AGENT IN THE PROCESS OF THE COLLECTION OF RENT. TO AVOID THIS COLLECTION FEE, PLEASE INSURE YOUR RENT IS PAID IN FULL BY THE 5TH OF EACH MONTH.

By signing below, you acknowledge and agree to the terms in Section 9.

X *Keveonia Tashuna Simmons*

Lessee

IP Address: 68.51.3.174
01/03/2023 01:25pm EST

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
(317) 376-8477

10. SATELLITE DISH ADDENDUM

10.1 SATELLITE DISH ADDENDUM

Resident's Name(s) Keveoni Simmons

Apartment Address:
1031 Hartford Street
Lafayette, IN 47904

6

These rules have been drafted to avoid misunderstandings in regard to Satellite Dish Installation, Maintenance and removal. The Landlord has allowed Satellite Dishes for this property, as long as the following procedures are followed and maintained.

Dish must be installed within the apartment or on a patio or balcony that is part of the apartment. You may not install a satellite dish in a common area or on the roof. You may not install a satellite dish outside your apartment unless you have a patio or balcony, and you may not install a dish on an exterior wall. You may install a dish entirely inside your apartment.

Satellite dish must not be larger than one meter in diameter. You may not install any satellite dish larger than 3 feet, 3 inches measured across its widest span.

Dish must be securely mounted and may not extend beyond the edge of the apartment. Your dish must be mounted in such a manner that it cannot become dislodged. It must not extend beyond the edge of the patio or balcony railing. You may not hang a dish out the window.

Installation must not damage the apartment. You may not damage the apartment when installing your dish. You may not drill holes in railings, exterior walls, balcony floorboards, floor or ceiling joists or any other location where holes might impair the buildings weatherproofing or there is a risk of striking electrical or water lines.

Dish must be professionally installed. You may not install your dish yourself. You may hire a professional to install it for you, and our maintenance staff will supervise the installation.

You are liable for any injury or damage to persons or property caused by your dish, and you must maintain liability insurance covering any such injury or damage. You install and operate your dish at your own risk. You will be liable for any injury or damage to persons or property caused by your dish. To ensure that you are able to pay damages in the event that your dish causes injury or damage, you must purchase and maintain liability insurance for your dish for as long as you have it at our community. You must provide us with proof that you have this insurance.

Please contact Manager before installation to receive written permission.

By signing below, you acknowledge and agree to the terms in Section 10.

X Keveonia Tashuna Simmons

Lessee

IP Address: 68.51.3.174
01/03/2023 01:25pm EST

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
(317) 376-8477

11. SECURITY DEPOSIT AGREEMENT

11.1 SECURITY DEPOSIT AGREEMENT

This Security Deposit Agreement is made and entered into 01/03/2023, by and between Keveoni Simmons ("Resident") and owners of Innovative Property Resources Innovative Property Resources agent: (collectively referred to as "Landlord").

Resident has paid a security deposit of 750.00, as required by the Apartment Lease Agreement and Resident consents to the security deposit being placed in the owner's operating account for the property if not prohibited by local law. Landlord hereby agrees to refund to Resident the security deposit (less admin fee and one hundred dollars which is used for redecorating the apartments after move out and after deductions for damages and charges as hereinafter set forth), together with a written description and itemized list of all deductions therefrom, if any, within the time permitted by law subject, however, to the following terms and conditions:

1. **NOTICE.** Resident must give written notice of intent to vacate the premises in accordance with paragraph 5 of the Apartment Lease Agreement.
2. **FULL TERM.** The full term must have expired or been terminated without default by Resident, and Resident must not have held over. "Holding over" as used herein is defined as failing to vacate on or before the expiration or termination date.
3. **RENT PAID.** At the time of move-out, all rents must be paid in full through the end of the lease term, renewal period, or extension period. Resident shall not apply or deduct any portion of the security deposit at any time in lieu of payment of rent. If Resident attempts to apply the security deposit in lieu of payment of rent, the security deposit shall be forfeited and Landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due. If Resident moves out before lease term is complete, even with written notice, under no circumstance will rent be prorated for last months rent.
4. **FORWARDING ADDRESS.** A written copy of Resident's forwarding address or addresses must be left with Landlord.
5. **CLEANING REQUIREMENTS.** The apartment, including appliance(s), must have been cleaned thoroughly, in accordance with the cleaning instructions found below.
6. **DEDUCTIONS.** After inspection by Landlord, appropriate charges will be deducted for any unpaid damages, repairs or missing items to the apartment or its contents (beyond normal wear and tear). A charge of \$100.00 per unreturned key will be assessed against Resident. If Resident fails to clean in accordance with the cleaning instructions, reasonable charges listed on the attached page to complete such cleaning shall be deducted. It is understood that if Resident has occupied the apartment for less than 12 months all costs needed to get the apartment ready for the next occupant shall be the responsibility of the Resident.
7. **PET CHARGES.** Pets are not allowed, even temporarily, without written permission of Landlord. If a pet is kept on the premises without prior written permission, appropriate charges for professional cleaning will be deducted from Resident's Security Deposit and or an amount equal to the non-refundable portion of the pet deposit may be deducted from the Security Deposit held by Landlord.

8. **RETURN OF DEPOSIT.** After all the above conditions have been complied with, and lawful deductions have been made, the balance of the security deposit will be mailed to Resident's forwarding address or addresses, along with an itemized accounting of any deductions within the time permitted by law. DEPOSITS PAID TO HOLD A UNIT WILL BE FORFEITED IF YOU DO NOT TAKE POSSESSION OF SAID UNIT.

9. **INTEREST.** Landlord will keep all interest, if any, earned on Resident's security deposit unless otherwise prohibited by law.

10. **CARPET CLEANING.** All residents must have the carpets cleaned by a professional company approved by management after move-out. Resident must then provide a receipt to management or be charged a minimum of \$75 for the carpet cleaning. [To help make your move-out easier, management will hire a professional carpet cleaning company and deduct that cost from your deposit which will be \$75-1X1, \$85-2X2, \$95-3X2.]

CLEANING INSTRUCTIONS

1. All kitchen appliances must be cleaned thoroughly -- including stovetop, oven, refrigerator, dishwasher and disposal.
2. All kitchen and bath cabinets must be cleaned inside and out and totally free of debris.
3. All kitchen and bath sinks, tubs and toilets must be clean.
4. All vinyl floors mopped and carpet vacuumed.
5. Total apartment free from debris including pantry, linen storage and closets.
6. All accessories furnished such as ice trays, broiler pan and tray, light bulbs and keys must be operable and returned undamaged.
7. Keys/garage remote/fob are to be returned to the leasing office. Please put keys/fob in an envelope or baggie marked with your apartment number and place in the rent drop box. Garage remote can be placed the rent drop box as well. Please make sure items go into the security box on the inside of the wall and not left sitting in the chute of the drop box.

LANDLORD: Innovative Property Resources

AUTHORIZED AGENT OF INNOVATIVE PROPERTY RESOURCES LLC

By signing below, you acknowledge and agree to the terms in Section 11.

X *Keveonia Tashuna Simmons*

Lessee

IP Address: 68.51.3.174
01/03/2023 01:26pm EST

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
(317) 376-8477

12. SMOKE-FREE BUILDINGS

12.1 SMOKE-FREE BUILDINGS

Resident's Name(s) Keveoni Simmons

Apartment Address:
1031 Hartford Street
Lafayette, IN 47904

6

This apartment complex is smoke-free. This means that there will be no smoking in indoor or outdoor common areas of the property. If you or a guest should smoke, it should be at least 30 ft. away from the buildings.

*Smoking is not permitted in the wooded park area behind the mailboxes.

Violation of this order: First violation: verbal/written warning. Second violation: security deposit shall be forfeited. Third warning: penalties up to and including eviction proceedings.

This policy includes tenants as well as guests. Tenants are responsible for the actions of their guests.

This policy was passed to protect the health of our residents, staff and guests.

Secondhand smoke is a Class A carcinogen, which means it is a cancer-causing agent and there is no safe exposure level. Secondhand smoke can travel through doorways, windows, wall joints, plumbing spaces and even light fixtures, so secondhand smoke from one unit can adversely affect the health of residents in other units.

If you or family members are interested in more information, please visit the following web site which can explain the benefits of living in a smoke-free environment in greater detail: www.smokefreeforme.org. This website will also link you to several resources that can help if you are thinking about quitting smoking. Please feel free to contact if you have any questions. We will be happy to assist you in any way possible in making this a smooth transition.

By signing below, you acknowledge and agree to the terms in Section 12.

X *Keveonia Tashuna Simmons*

Lessee

IP Address: 68.51.3.174
01/03/2023 01:27pm EST

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
(317) 376-8477

13. STANDARD MOVEOUT CHARGES

13.1 STANDARD MOVEOUT CHARGES

As of January 1, 2022

<u>Items</u>	<u>Charge</u>
Missing Items	\$ 90.00 minimum
Refrigerator – Dirty	\$ 80.00
Refrigerator – Missing items	\$ 40.00 per missing item
Stove – Dirty	\$ 60.00
Stove Drip Pans	\$ 60.00
Dishwasher – Dirty	\$ 80.00
Countertops/Cabinets – Dirty	\$ 150.00
Bathrooms and Bedrooms – Dirty – Attempted to clean	\$ 150.00
Bathrooms and Bedrooms – Dirty – No Attempt to clean	\$ 250.00
Closets – Dirty	\$ 60.00 per closet
Any items/furniture left in the Unit	\$ 80.00 per item
Debris/Trash removal	\$ 80.00 per trash bag
Apartment key not turned in/	\$ 100.00
Mailbox key not turned in (If appropriate)	\$ 100.00
Windows/Screens/Doors/Blinds/Patio Doors – Dirty	\$ 60.00
Windows/Screens/Doors/ /Blinds/Patio Doors – Broken	Per repair bid
Painting needed for excessive wear/damage	\$ 150.00
Wall Damage – Fist size	\$ 150.00
Wall Damage – Larger than Fist size	Per repair bid
Carpet – Cleaning	\$ 75.00 minimum
Carpet – Dirty	\$ 100.00 per room or charged by vendor
Carpet – Stained	\$ 200.00 per room or charged by vendor
Carpet/Vinyl – Replacement	(New upon move in) \$1,500.00 or charged by vendor
Carpet/Vinyl – Replacement	(1yr. old upon move in) \$1,000.00 or charged by vendor
Carpet/Vinyl – Replacement	(2 yr. old upon move in) \$ 750.00 or charged by vendor
Carpet/Vinyl – Replacement	(3 yr. old upon move in) \$ 500.00 or charged by vendor
Carpet/Vinyl – Replacement	(4 yr. old upon move in) \$ 250.00 or charged by vendor
Floors – Dirty	\$ 100.00 per room
Floors – Stained	\$ 200.00 per room

**These are standard charges. If cost to replace or correct is higher than the specified amount, you will be charge the full amount to replace.

By signing below, you acknowledge and agree to the terms in Section 13.

X Keveonia Tashuna Simmons

Lessee

IP Address: 68.51.3.174
01/03/2023 01:27pm EST

Innovative Property Resources LLC

PO Box 5034 • Lafayette, IN 47903-5034
(317) 376-8477

14. Sign and Accept

14.1 TBD

TBD

X *Keveonia Tashuna Simmons*

Lessee

IP Address: 68.51.3.174
01/03/2023 01:27pm EST

X *Misty Johnston*

Lessor

IP Address: 99.132.191.67
01/03/2023 02:06pm EST