

KCB Property Management, LLC

PO BOX 6249 • Lafayette, IN 47903
(574) 516-1337



1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s), hereafter to be referred to as resident:

Kara A. Sleek

and us, the owner/agent:

Greenbush 64, LLC

You've agreed to rent the property located at

6009 Arrowhead Boulevard
Kokomo, IN 46902

for use as a private residence only. NO BUSINESSES ALLOWED. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

Lessor leases to Lessee, jointly and severally, the Premises described according to application and inquiry for the terms and conditions of this lease. The term of this lease will be for a period from the Beginning Date set forth above, ending at 11:00 AM on the Ending Date set forth above, unless terminated at another time as provided in this Lease according to Buy Out policy. **If Lessee remains in possession of the premises (fails to turn in keys and confirm vacancy) after 11:00 AM on the Ending Date of this lease contract, Lessee agrees to pay Lessor a \$200 per day holdover fee in addition to normal rent, and will indemnify Lessor against all losses, claims, damages, and costs sustained by Lessor due to such holdover, including forfeiture of Security Deposit.** Lessor will not be liable to Lessee for any injury or damage caused by failure to timely deliver possession of the Premises, other than to the extent of a prorated abatement of rent from the Beginning Date to the date possession is delivered to Lessee. Lessee may be given the option of renting on a month-to-month basis in addition to the original lease term for the month-to-month fee described above at a rate of \$100.00 extra per month in addition to this contract rent. **ANYONE NOT WANTING TO RENEW THEIR LEASE AT THE END OF THE LEASE TERM SHALL PROVIDE A 60-DAY WRITTEN NOTICE OF INTENT TO VACATE PRIOR TO THE ENDING DATE OF THE LEASE. FAILURE TO PROVIDE WRITTEN NOTICE WILL RESULT IN THE LOSS OF THE SECURITY DEPOSIT.**

1.2 LEASE DURATION

The terms of this tenancy shall commence on 02/01/2023 and end on 01/31/2024, and thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated, with a \$100.00 per month charge for month-to-month or short term lease fee.

1.3 RENTS AND CHARGES

You shall pay

Liability to Landlord Insurance	\$9.50
Rent Income	\$1,095.00
Total:	\$1,104.50

per month for rent. The first month's rent and/or prorated rent amount of shall be due prior to move-in.

Every month thereafter, you must pay your rent on or before the 1st day of each month with 3 days of grace period. The following late fees will apply for payments made after the grace period:

Late fee rule: \$60.00 on the 4th (On the 4th) and \$10 per day there after.

A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

If you receive any type of assistance and are removed from the program for any reason you are responsible for the rent in full.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

1.4 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the apartment is, \$1,095.00 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.

1.5 UTILITIES

Lessor pay for the following utilities:

None

Lessee (tenant) will pay for all 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. **Failure to maintain all utilities can and will be assumed as vacating of the Premises and will result in the immediate termination of the lease as well as loss of Security Deposit.**

Benjamin crossing:

Tipmont <https://www.tipmont.org/>

City of Lafayette water/ sewer <https://www.lafayette.in.gov/3424/Utility-Billing-Office>

Trash service Lafayette <https://www.wm.com/>

Duke <https://www.duke-energy.com/home/start-stop-move#/startStop>

Center point <https://www.centerpointenergy.com/en-us/pages/selfid.aspx>

Kokomo:

City of Kokomo trash/sewer <https://greaterkokomo.com/utilities/>

Nipsco <https://www.nipsco.com/home>

Duke <https://www.duke-energy.com/home/start-stop-move#/startStop>

Indiana American Water <https://www.amwater.com/inaw/>

Logansport:

Nipsco <https://www.nipsco.com/home>

Water and Electric <https://www.logansportutilities.com/billing-and-startstop-service>

Crawfordsville :

Center Point <https://www.centerpointenergy.com/en-us/pages/selfid.aspx>

Frankfort :

Center Point <https://www.centerpointenergy.com/en-us/pages/selfid.aspx>

Municipal Utilities <https://frankfort-in.gov/departments/index.php?structureid=31>

Gas ☒ Tenant responsibility ☐ Owner responsibility

Electric ☒ Tenant responsibility ☐ Owner responsibility

Water/Sewer ☒ Tenant responsibility ☐ Owner responsibility

Trash ☒ Tenant responsibility ☐ Owner responsibility

X KAS
Kara A. Sleek

1.6 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.

1.7 KEYS AND LOCKS

You will be provided the following keys:

Front door

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

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

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.

1.8 CONDITION AND ALTERATIONS

Lessee's initial possession of the Premises serves as conclusive evidence that the Premises are in good order and repair, except as otherwise noted on Lessor's move-in inspection checklist. **LESSOR HAS MADE NO PROMISE TO DECORATE, ALTER, REPAIR, OR IMPROVE THE PREMISES, EXCEPT SUCH AS CONTAINED IN THIS LEASE.** Lessee shall not place holes, nails, or screws in the walls or woodwork or tape posters on walls. Reasonable wear and tear deems that the Lessee shall maintain, clean, and otherwise leave the Premises as well as the provided furnishings/appliances in a move-in-ready condition and shall return the Premises to the Lessor in such condition at upon the Lease Ending Date.

Lessor agrees to make any and all necessary repairs to mechanical systems, except that Lessee agrees to be responsible for all repairs or maintenance to the Premises caused by negligence or misuse of the Premises or Furnishings, such as but not limited to: placing items other than soft foods in the garbage disposal; failure to properly clean sinks, appliances, dishwasher, toilets, tubs, sinks, and fixtures leading to corrosion, clogging, or damages; using and placing anything other than biodegradable bath tissue (toilet paper) in the toilet; etc.)

1.9 USE AND OCCUPANCY

Only the Lessees as signers on the lease may reside in the Premises. Guests may not stay for a time period longer than 7-days in any calendar month. Boarders, lodgers, etc. are PROHIBITED and not permitted on the Premises. **THERE IS TO BE NO BUSINESS OPERATIONS RAN OUT OF THE PREMISES.** Failure to adhere to this rule will result in immediate eviction from the property. Lessee agrees not to operate a stereo system, television, or musical instrument or entertain guests at a volume level that would disturb other residents and neighbors. ALL CITY NOISE ORDINANCES must be observed at all times! **LESSEE MUST MAINTAIN ALL SMOKE DETECTORS AND BATTERIES, INTERIOR AND EXTERIOR LIGHT BULBS, FURNACE FILTERS, AND PEST CONTROL FOR THE DURATION OF THE LEASE TERM.** Lessee and guests agree that they will not block or obstruct driveways, hallways, Residence doorways, or sidewalks at any time either with vehicles, bicycles, or possessions. GRILLS ARE PROHIBITED WITHIN 10 FEET OF THE STRUCTURE OF THE RESIDENCE, GARAGE, OR COMMON STRUCTURES. No waterbeds are allowed on the premises. Fish tanks under 10-gallons are permitted. **PROOF OF RENTER'S INSURANCE IS REQUIRED. IF SAID PROOF IS NOT PROVIDED LESSEE WILL AUTOMATICALLY BE ENROLLED IN KCB'S PROPERTY LIABILITY INSURANCE AT A COST TO THE LESSEE OF \$9.50 PER MONTH CHARGED AUTOMATICALLY.** Failure to maintain renter's insurance or pay for the property liability insurance will result in immediate removal from the Premises.

1.10 NON-LIABILITY OF LESSOR

Lessee will indemnify and hold Lessor harmless from an and all liability, claims, loss, damage, and/or expenses, including attorney's fees, arising by reason of any death, injury, or property damage or loss sustained by any person including Lessee and guests.

1.11 SUBLEASE AGREEMENT

Without prior written consent of Lessor, this lease is not transferrable and the property shall not be subleased without written consent from the Lessor. Any and all sublease applicants are subject to the same screening process as Lessee. Lessee agrees to govern any security deposit transfer or agreements with sub-lessees. Lessor agrees to refund any owed Security Deposit to the original Lessee only. Consent to a sublease does not nullify this Lease and this Lease continues in effect for the full Lease Term. Furthermore, consent to a sublease does not release the original Lessee from obligations under this Lease. Lessee will pay a charge of \$50 per sublease agreement.

1.12 PETS

Neither animals nor pets of any kind are permitted in or on the Premises. Only upon acceptance of Lessor's Pet Addendum Agreement are animals or pets allowed on the Premises. This includes guest's pets such as parents, siblings, friends, etc. **If any unauthorized pet is found to be in or on the Premises or if Lessor determines that an unauthorized pet has been in or on the Premises, Lessee will pay Lessor a one-time \$100 violation plus a \$100 charge per month for the entire lease term.** In addition, if the said pet is not removed from the Premises it is grounds for immediate eviction.

1.13 RIGHT OF ENTRY

Lessor reserves the right to enter the Premises at all reasonable hours in cases or emergency, to make necessary repairs, supply necessary or agreed upon services, or to exhibit the Premises to prospective tenants, purchaser's, insurance agents, or inspectors with a 1-day written notice. LESSOR'S MANAGEMENT COMPANY RESERVES THE RIGHT TO ENTER THE PREMISES WITHOUT NOTICE FOR MAINTENANCE REQUESTS, WELLNESS CHECKS, OR IF THERE IS SUSPECTED CRIMINAL ACTIVITY OR EGREGIOUS LEASE VIOLATIONS.

1.14 KEYS / LOCKOUTS

If Lessor must come to unlock the Premises or rekey the Premises because Lessee has locked themselves out, a charge of \$75 will be assessed per incident. If the lock out is after the office is closed, TENANT must call a locksmith. If locks outside of mastered Lessor locks are placed on the Premises they will be removed and the Lessee will be charged a \$100 one time fee. Lessee will return the keys within 24-hours of vacating the property. Failure to do so constitutes continued occupancy of the Residence and will result in the above described daily \$200 fee in addition to regular daily rates in accordance with this lease.

1.15 DEFAULT OR LEASE TERMINATION

If in the event the Lessee(s) fails to pay any rent installment or any fee, charge or penalty under this lease when it is due, or Lessee violates any other term or condition set forth in this Lease after not less than 3 days written notice of such default, or Lessee fails to pay the entire Security Deposit and First Month's Rent or Pro-Rated Rent within 3 days of occupancy, Lessor reserves the right to file for eviction and terminate this Lease. Upon occurrence of any Event of Default, this Lease, and all rights of Lessee under this Lease, will terminate at the election of Lessor without notice to the Lessee. Lessor may, at Lessor's election, immediately re-enter and take possession of Premises without notice without accepting surrender of the Premises, and may remove from the premises all persons and property. Upon occurrence of any Event of Default, Lessor will be entitled to damages in the amount of the remaining rent due under this lease plus any Premises. Should Lessor have to use a collection agency to get the balance collected that is owed a \$1,500.00 fee will be applied to account. Upon occurrence of any Event of Default, Lessee will pay all costs, including reasonable attorneys' fees, court costs, and other fees incurred by Lessor in connection with the exercise of its rights under this Lease. Lessee may purchase out of or buy out of this Lease early by paying 60-days or 2-months of rent forward from the date of vacancy along with forfeiture of the Security Deposit. The above remedies are cumulative and in addition to any other remedies at law or in equity.

1.16 PERSONAL PROPERTY

If upon termination of this lease by either party, whether upon expiration of this Lease or due to an Event of Default, any personal property left in the Premises shall become the property of the Lessor and will be distributed or disposed of as Lessor deems fit. Lessee agrees to pay for these expenses along with other expenses necessary to ready the Premises for the next Lessee.

1.17 RULES AND REGULATIONS

Lessor reserves the right to establish rules and regulations as deemed necessary in the opinion of Lessor and agrees to give Lessee proper notice of any changes in applicable rules and regulations. Lessee agrees to abide by all established rules and regulations or future rules and regulations as set forth by Lessor with respect to occupancy of the Premises. Lessee has read and reviewed the current Rules and Regulations at the time of execution of this Lease. Lessee has no unanswered questions of Lessor.

1.18 PARKING

All vehicles in parking areas must be owned by Lessee, and in operable condition and legally registered and licensed. Vehicles must be registered with Lessor and must display and parking permits required by Lessor or City. Unauthorized vehicles will be ticketed and removed at the vehicle owner's expense. Lessor will have no liability for any damage caused by such removal. No recreational vehicles, watercraft, trailers or commercial trucks will be permitted without prior written consent of Lessor. No maintenance or repair will be performed on vehicles on the Premises or parking areas or grounds. All parking is on a first-come-first-served basis unless designated by Lessor. Parking is permitted on paved or gravel lots only! Parking on the sidewalks or in the grass or obstruction of sidewalks is an Event of Default and a direct violation of this Lease.

1.19 NON-WAIVER

Failure of Lessor on any occasion to insist on strict performance of any of the terms or conditions of this Lease, or the waiver of any breach by Lessee, will not constitute or be construed as a waiver or relinquishment of Lessor's right on a later date to enforce any such term, agreement, or condition. The choice of one remedy does not prevent Lessor from using another form of remedy.

1.20 GENERAL TERMS

Time is of the essence of this Lease. All notices by this lease must be in writing and will be effective when delivered by hand or mailed by first class mail to Lessee at the Premises or to Lessor at the address for the payment of rent. This Lease constitutes the entire agreement, between Lessor and Lessee(s), and can be modified with the consent and signature of both parties. No oral representations by either party are binding. If any provision of this Lease is deemed invalid under applicable law, the remainder of this Lease shall remain in force for the entire term of the Lease. Subject to Section 8 of this Lease, this Lease will be binding on Lessor and Lessee and their successors and assigns.

1.21 LEAD-BASED PAINT

Lessee acknowledges receipt of required disclosures required by the Lead Based Paint Regulation if the Premises were constructed prior to Dec. 31st, 1978.

1.22 ADDENDA

1. MUST CARRY AND PROVIDE PROOF OF RENTER'S INSURANCE.
2. MUST PROVIDE UTILITY ACCOUNTS NUMBERS TO KCB.
3. HAS BEEN PROVIDED A "RENTERS HOME GUIDELINES, POLICY, AND PROCEDURE"
4. LEASE BASED PAINT BROCHURE (IF APPLICABLE).

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

X KAS
Kara A. Sleek

2. Policies and Procedures

2.1 COMMUNITY POLICIES OR RULES

You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

2.2 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contract.

Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

Smoke Detectors

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

2.3 PARKING

You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes. **VEHICLES MAY NOT BE ON THE CURB AT ALL. THEY MAY NOT BE PARKED IN THE YARDS. A VIOLATION FEE OF \$150.00 WILL BE CHARGED PER VIOLATION.**

2.4 PETS

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing.

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

X KAS
Kara A. Sleek

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. You may have cable installed by having a pole or concrete placed in a 5 gal bucket. You may not attach any satellite dishes to the roof or any part of the structure.

3.2 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

3.3 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

3.4 MOVE-OUT

You will give us a written notice with your intent to vacate 60 (sixty) 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 45 (forty-five) days after the Lease Contract termination and delivery of possession to us.

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

X KAS
Kara A. Sleek

4. General Clauses

4.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

Replacements and Subletting

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

4.2 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you fourteen (14) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

Holdover

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

Other Remedies

If your rent is delinquent, you immediately forfeit all rights to occupy the apartment any longer, and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the apartment constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

4.3 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

Waiver of Jury Trial

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Force Majeure

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

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

X KAS
Kara A. Sleek

KCB Property Management, LLC

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(574) 516-1337



5. Lawn care/snow and ice removal

5.1 LAWN CARE/SNOW AND ICE REMOVAL

KCB Properties is no longer providing lawn care or snow and ice removal as of 06/30/2021. The tenant is now responsible for following the Home Owners Association guidelines for the area that is occupied.

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

X *Kara A Sleek*

Lessee

IP Address: 73.103.168.168
12/01/2022 07:50am EST

6. Lead-based Paint Addendum

6.1 LEAD-BASED PAINT ADDENDUM

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

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards:

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

(b) Records and reports available to the lessor:

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

Lessee's Acknowledgment (initial below)

Lessee has received copies of all information listed above.

Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

Agent's Acknowledgment (initial below)

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

02/01/2022

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

X Kara A Sleek

Lessee

IP Address: 73.103.168.168
12/01/2022 07:50am EST

KCB Property Management, LLC

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(574) 516-1337



7. NO SMOKING

7.1 NO SMOKING INSIDE RESIDENCE

Smoking of any kind is not permitted inside the residence. If KCB makes a definite determination that there has been smoking inside the residence there will be a \$1,500 fee charged to your account for damages caused by smoke. In addition to the fee, KCB Properties will find you in violation of your lease, and you may be evicted. This is one of the many steps we are taking to ensure everyone renting from KCB Properties is provided with a healthy and safe living environment.

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

X *Kara A Sleek*

Lessee

IP Address: 73.103.168.168
12/01/2022 07:50am EST

8. Pest and Rodent Control

8.1 INSECTS AND RODENTS

It is the tenants responsibility to inform KCB Property Management in writing of any and all infestations of Insects and Rodents including but not limited to Bed Bugs, Cockroaches, Spiders, Mice, and Ants as soon as the issue is noticed.

8.2 ACCOMMODATIONS FROM KCB

KCB Property Management is not responsible for the extermination or elimination of any insect or rodent infestation. KCB Property Management will accommodate for fulfilling one (1) maintenance request to set traps and/or spray for an insect or rodent infestation following the written report submitted to KCB Property Management by the tenant.

8.3 TENANT RESPONSIBILITY

It is the tenants responsibility to have any infestation addressed by a professional exterminator in a timely manor (within 2 to 4 weeks of written report). It is also the tenants responsibility to notify KCB Property Management promptly of any infestation in their unit. Failure to notify KCB Property Management of an infestation will result in breach of contract, your lease may be terminated immediately under unsatisfactory conditions and your deposit will be retained for the purpose of extermination of the infestation upon your departure of the property.

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

X Kara A Sleek

Lessee

IP Address: 73.103.168.168
12/01/2022 07:50am EST

9. Pet Addendum

9.1 REGISTERED PETS

1. This addendum serves to register each pet that will be maintained at your rental unit. Unregistered pets will be discovered during regular maintenance and inspections and will be billed to the tenant at a cost of \$50 per day until said pet is registered. **ONLY THE PETS LISTED BELOW ARE AUTHORIZED UNDER THIS PET AGREEMENT!**

KIND	BREED	COLOR	NAME	AGE	WEIGHT
------	-------	-------	------	-----	--------

2. Pet(s) will not cause: danger, damage, nuisance, noise, health hazards, or soil the apartment, premises, grounds, common areas, walks or parking lots. Lessee agrees to **clean after the pet(s): \$100.00 charge will be added to your account for each occurrence.** Lessee agrees to accept full responsibility for any damage, injury or actions arising from or caused by the pet(s).

3. Lessee agrees to register the pet(s) in accordance with local laws and requirements. Lessee agrees to immunize pet(s) in accordance with local laws and requirements. All dogs and cats must be spayed / neutered.

4. Lessee warrants that the pet(s) is housebroken. Proper disposal of cat litter (securely bagged) will be done on a frequent basis. Odor arising from cat litter, pet droppings, or pet urine will not be tolerated. Pet feces on the premises and grounds must be removed, bagged, and disposed in waste container for frequent disposal.

5. Lessee warrants that the pet(s) has no vicious history or tendencies.

6. Pet(s) must be controlled at all times. They must be kept on a short leash or caged while in common areas or on the grounds. They must not be allowed to run off leash.

7. Lessee agrees to pay a one time, non-refundable pet deposit of \$200.00 per pet for carpet cleaning / deodorizing and a monthly fee of \$25.00.

Other terms: There is to be no aggressive breeds of pets, i.e. Dobermans, Rottweilers, or Pitbulls.

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

X Kara A Sleek

Lessee

IP Address: 73.103.168.168
12/01/2022 07:51am EST

KCB Property Management, LLC

PO BOX 6249 • Lafayette, IN 47903
(574) 516-1337



10. Sign and Accept

10.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X *Kara A Sleek*

Lessee

IP Address: 73.103.168.168

12/01/2022 07:52am EST

X *Michele Flint*

Lessor

IP Address: 73.102.240.114

12/08/2022 02:31pm EST