

Sinpala

1025 Bloomfield Ave, Suite 2A • West Caldwell, NJ 07006
(973) 364-0215

1. Lease

1.1 LEASE PART I

1. **Landlord:** Giant Oaks, LLC

2. **Landlord's Representative:**

Larry Savage (Property Manager)

3. **Landlord's Address:** 1312 West 8th Street, Anderson, IN 46016

4. **Landlord's E-Mail Address:** Larry@giantoaksanderson.com

5. **Residents:** Daynesha D. Glover

6. **Resident's Address:**

1312 W 8th St - 1324G
Anderson, IN 46016

7. **Community:** Giant Oaks Apartments

8. **Lease Start Date:** 02/02/2023

9. **Lease End Date:** 02/01/2024

10. **Deposit:** \$879.00

11. **Fees & Rent:**

Liability to Landlord Insurance	\$9.50
Rent Income	\$879.00
Utility Reimbursement Fee	\$50.00
Total:	\$938.50

12. **Rent:** \$879.00

13. **Admin Fee:** One time Admin Fee of \$150 due upon move in

14. **Late Charges Date:** The 5th day of the month: \$75

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

X DG
Daynesha D. Glover

2. Policies

2.1 GRILL POLICY

Due to safety and Insurance Policies, upstairs apartments are prohibited to use grills on their balconies. However, you may store them on your balcony.

Grills are allowed, but must be supervised at all times while in use, and 10 feet away from any building.

Residents will be held responsible for any damages caused by grills. Turkey fryers are not allowed on the property.

SAFETY IS OUR TOP PRIORITY!

2.2 MOVE OUT CHARGES

1. Trash Out - \$75 per trash bag
2. Couch/Sofa - \$250
3. Broken Blinds (Mini/Cordless) \$100
4. Broken Blind Slats (\$10 per slat)
5. Broken Vertical Blinds - Entire Replacement (\$200)
6. Entire Carpet Replacement - \$1,000
7. Entire Plank flooring replacement - \$2,000
8. Broken Door - \$200
9. Broken Cabinet - \$100
10. Stained Countertop - \$250
11. Carpet Stains - \$25 per stain
12. Broken Window - \$250
13. Broken Screen - \$50
14. Broken Sliding Glass Door - \$500
15. Broken door frame - \$400
16. Repaint Unit due to drawing, stains, fingerprints, etc - \$500
17. Replacement of Apartment Key - \$25
18. Replacement of Mail Key - \$25
19. Mail Lock Change - \$50
20. Apartment Lock Replacement - \$50
21. Pool Pass - \$10
22. Pool Key - \$50
23. Holes in Drywall \$25- \$50

Please call the office to arrange move-out inspection and return of keys

Please remember that we expect the unit back in the same condition you received it as stated on the move-in inspection sheet.

Please note that this is not a complete list. You can be charged for cleaning or repairing items that are not listed.

KITCHEN CLEANING

Stove top, burners and under top, and broiler	\$75.00
Oven-Broiler-Racks	\$100.00
Fridge/Freezer	\$65.00
Sink	\$30.00
Countertop/Tiles	\$30.00
Cabinets (inside & out)	\$100.00
Floors	\$100.00/cleaning

BATHROOM CLEANING

Toilets	\$50.00
Tub/Shower	\$100.00
\$700.00 if damaged and needs to be refinished	
Sink/Mirrors	\$25.00
Vanity	\$30.00
Tiles	\$70.00
Floors	\$70.00

Furniture left in apartment, dumpster, or anywhere on Giant Oaks Property will result in a charge of \$300 per item (NO MATTER THE SIZE)

Parking passes	\$55.00 Each
Keys to property	\$100.00 each

KeysReturn – Please return all mail keys, apartment keys, parking permits, pool keys, and pool passes to the Management Office on the day of your move. Applicable fees will be charged for all unreturned items. Rent will be charged for each day until all keys are returned.

***Final Move Out Inspection** – After all keys have been returned to the Leasing Office, Leasing/Maintenance will complete an inspection of the apartment. If damages/soiled areas of the apartment are found, additional charges will incur and billed to you within 30 days of move out.

Auto Pay - If you are on auto pay, you MUST turn your auto pay off prior to your move out date.

Replacement Charges

If any items are missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item plus labor and service charges. Please call when you have the whole unit empty and completely cleaned so we can do the move-out inspection.

In the process of your moving, if there are any large items to be thrown away, please do not throw in the dumpsters – you will have to find your own source for the removal of the furniture you no longer want. If you place any furniture or household items in or around dumpsters as you're moving, you will be charged what the garbage company charges us for removal.

Thank you for your cooperation.

2.3 POOL POLICY

SWIMMING POOL RULES & REGULATIONS THAT MUST BE FOLLOWED:

Swimming is a great way to relax and cool off on hot days. However, there are potential hazards that come with having a swimming pool on a property. Here are Giant Oaks Apartments/Giant Oaks, LLC's pool guidelines that Giant Oaks' residents must observe to avoid serious injury while enjoying the property's swimming pool.

No Lifeguard On Duty

There is no lifeguard, so therefore you and your guests are swimming at your own risk.

Use Pool Safety Equipment

It's important to locate the pool's safety equipment anytime you visit the swimming pool. All residents should not only know what safety equipment is available at the pool, but they should also know how to use it in case of an emergency. Be sure to research this safety equipment and instructions if you're unfamiliar with the equipment or how it works.

Keep The Space Around You Clean

Please be sure to keep all personal belongings gathered. Be sure to take all personal belongings with you. Properly dispose of all trash. Don't leave trash on pool tables and chairs as they can blow around and become a tripping or slipping hazard for others.

Abide by the Giant Oaks Apartments Guest Policy

Giant Oaks resident's guests must be accompanied by Giant Oaks residents while in the pool area **at all times**. Don't give guests the pool's access key if you're not available to go to the pool with them. Residents will be held responsible, and may lose their pool privileges.

Keep an Eye On Children

Children always love and enjoy playing at the pool. Unfortunately, children are also more prone to accidents near or in the pool than adults. Keep an eye on any child that's playing in the pool area while you're there. Help enforce the pool's safety rules to ensure the pool remains a safe and fun place for everyone.

Use Giant Oak's Clubhouse/ Pool Restrooms

When nature calls you have to answer, even if you're at the swimming pool. There are restrooms located near the pool for guests' convenience. The restrooms are inside the clubhouse hallway, where you first entered the office/clubhouse building. Keep the pool area safe and sanitary by ensuring babies and toddlers wear proper swim diapers in the pool area. In the same vein, ensure that dirty diapers and wipes are thrown in **outside garbage cans**.

General Swimming Pool Rules

- Running near the pool is prohibited since there is an increased chance of slipping.
- Diving is not allowed since the pool is not deep enough.
- Children should not be left unattended while they are near the water. All persons under 18 years year are not allowed pool area entry unless under active supervision by a person 18 years or older. Parents and guardians must **actively supervise their children at all times** and be dressed ready to enter a pool.
- Residents with small children planing to visit the swimming pool; infants and toddlers must wear diapers designed for swimming.
- The pool must not be overcrowded—observe the crowd capacity of the pool. If the pool becomes crowded, it will become necessary to limit the number of guests that can accompany each resident.
- Animals must not be allowed in the pool or the pool area.
- Glass bottles are prohibited at the pool.
- There is absolutely no alcohol or smoking allowed.
- Every guest must wear appropriate swim attire when using pool facilities. **NO STREET CLOTHES.**
- Don't apply any lotion or cream before entering a swimming pool - this can affect and create an imbalance of our pool chemicals.
- It's a good idea to take a shower before swimming.
- Those who have long hair should consider wearing a swimming cap.
- Food is not allowed in the pool or pool area.
- Ladders in the pool should be used for entrance and exit only - no sitting, hanging, pulling, etc.
- The pool is only for swimming and there should not be any other activity.
- If you know a person who is suffering from a known serious medical condition, this person should not use the pool alone.
- Persons who are under the influence of drugs or alcohol are restricted from entering the pool area.
- Don't wear jewelry in pool.
- In case of an emergency, the pool area should be vacated according to the posted emergency protocols.

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

X DG
Daynesha D. Glover

3. Lead Paint Addendum

3.1 LEAD PAINT

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 apartment. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

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

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

(ii) **X Giant Oaks, LLC (Lessor) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.**

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

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

(ii) **X Giant Oaks, LLC Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**

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

X DG
Daynesha D. Glover

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4. Firefly Addendum

4.1 SPECIAL ADDENDEUM FIREFLY & CHILDREN FAMILY ALLIANCE

Firefly Children and Family Alliance agrees that no one will be living in the unit so no one will have access to amenities on property as there is not an official resident. Firefly will also maintain a \$1,000,000 renters insurance policy with Sugar Bush LLC listed as additional insured. Firefly assumes all liability for residents/guest on site. Firefly states there will not be more than 2 people in the apartment at a time while they teach cooking and cleaning to their clients. An adult will always be present and only employees of Firefly will have a key to the unit.

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

X *Daynesha Glover*

Lessee

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5. Giant Oaks Pet Lease/Poo Prints Addendum

5.1 PET LEASE ADDENDUM

NOW COMES D/B/A Giant Oaks Apartments/ Giant Oaks, LLC (hereinafter referred to as "Lessor") and Daynesha D. Glover (hereinafter referred to as "Lessee") and for new and valuable consideration agree as follows:

WHEREAS, the Lessor and Lessee have entered into a Lease Agreement dated for the rental of Apartment
1312 W 8th St - 1324G
Anderson, IN 46016

(the "Unit") in the building located at 1312 West 8th Street, Anderson, IN 46016 (the "Property");

WHEREAS, the Lessee has made an application to the Lessor for a dog to reside with the Lessee in the Unit;

WHEREAS, prior to the approval of a pet application, Lessee hereby agrees to the following:

1. Lessor shall provide to Lessee a DNA collection kit for each dog on the Property. Lessee shall reimburse the Lessor the cost of the kit at that time.
2. Lessee shall use the kit to cheek swab its dog in the presence of the Lessor's agent and provide the collected material to the Lessor's agent.
3. Lessor's agent shall provide the materials to its dog registration company.
4. The Lessee shall affix the tag in the collection kit to the dog's collar to identify the dog as registered into the World Pet Registry and shall not allow the tag to be transferred to any other dog.
5. Lessee and Lessor shall be provided with the results of DNA testing in writing.
6. In the event fecal matter from Lessee's dog is found on the Property, Lessee agrees to be responsible for all testing and collection fees and costs incurred by the Lessor and shall pay a fine of **\$250.00** within fourteen (14) days of being notified in writing by the Lessor or its agent that Lessee's dog's feces has been located on the Property.
7. Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or causes of actions, including reasonable attorneys' fees, brought by any person or entity against the Lessor arising out of the registration, collection or testing of the Lessee's dog.
8. After the pet application is approved, the Lessee agrees to abide by the terms and conditions of the Pet Rules and Regulations attached hereto as Exhibit A.

All of the terms and conditions of the Pet Lease Addendum shall be incorporated by reference into the Lease Agreement and any breach of the terms and conditions of the Addendum shall be construed a breach of the Lease Agreement. Any amounts due and owing the Lessor as a result of a fee imposed for the collection, testing and resulting fine associated with the Pet Addendum shall be considered additional rent under the parties' Lease Agreement.

Lessor's Agent: Mr. Larry Savage Date:

I/We certify that I/we have read all the paragraphs contained in this Pet Addendum and voluntarily agree to each and every term.

Lessee Daynesha D. Glover

Date:

Lessee Daynesha D. Glover

Date:

5.2 GIANT OAKS APARTMENTS/ GIANT OAKS, LLC PET POLICY : EXHIBIT A

EXHIBIT A

Our pet policy has been established to ensure the safety of all our residents and to ensure the aesthetics of our community. Not all residents in our community own or are allowed dogs, so these rules were set up in order to satisfy as many residents as possible.

Anyone found in violation of this policy will be warned in writing the first time. If these actions continue, we will terminate your leasing agreement and start eviction proceedings.

1. All dogs should be attended by an adult and leashed at all times while walking on the property.
2. Your pet is not allowed to be leashed to your back or front stairs.

3. Your pet is not allowed to be on your patio or balcony by itself. You must be outside on the patio or balcony with your pet. This does not mean you may sit inside your apartment while keeping the sliding door/French door open to keep an eye on your pet.
4. Your pet must be current on all their vaccinations. A vaccination certificate must be supplied in order to move in or renew your leasing agreement with our community.
5. Dogs are not allowed in the clubhouse or pool area.
6. Preventative and/or general maintenance is required to maintain your home. In order to perform this work, your dog may need to be kenneled or kept in a room while this work is being conducted. This is required in order to protect the safety of our staff and your animal. In some cases, a scheduled appointment may be necessary to have an owner home to supervise the dog.
7. \$150.00 will automatically be deducted from your security deposit in order to clean and sanitize the carpets when you move out.
8. Any damage to your apartment or common areas caused by your pet will be your expense to repair or replace.
9. Your pet must be insured for damage and/or dog bite. The owner will not be held responsible if your pet attacks and hurts another dog and/or person.
10. The weight limit set for the dogs in our community is 80 pounds.

Lessee Daynesha D. Glover

Date:

Lessee Daynesha D. Glover

Date:

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

X Daynesha Glover

Lessee

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6. Grill Policy

6.1 POLICY

Due to safety and Insurance Policies, upstairs apartments are prohibited to use grills on their balconies. However, you may store them on your balcony.

Grills are allowed, but must be supervised at all times while in use, and 10 feet away from any building.

Residents will be held responsible for any damages caused by grills. Turkey fryers are not allowed on the property.

SAFETY IS OUR TOP PRIORITY!

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

X *Daynesha Glover*

Lessee

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7. Pet Addendum

7.1 PET ADDENDUM

PET ADDENDUM

Daynesha D. Glover

In connection with that certain Lease Agreement 01/20/2023 or any extension thereafter, for Apartment 1312 W 8th St - 1324G Anderson, IN 46016

at Giant Oaks, LLC, in Anderson, IN, and subject to conditions stated therein, Landlord hereby grants permission for Tenant to keep, in Tenant's Apartment only, the pet described below upon the following terms and conditions:

1. Only 2 pets are allowed per apartment.
2. Tenant hereby represents and warrants that the above-described pet is at least one year old and has been properly inoculated, as well as licensed, as required by local law. Tenant agrees to maintain such licensing and inoculation of the pet. Landlord must be furnished with evidence thereof prior to occupancy. (*Proof of age, proof of rabies, inoculation and sterilization from Veterinarian must be attached in order for this Addendum to be valid.*)
3. REGISTRATION:

Pet name: _____

Sex: _____

Type & Breed: _____

Weight: _____

Age: _____

Color & Other Characteristics: _____

1. Tenant warrants that the pet has no history of causing physical harm to persons or property, such as biting, scratching, chewing, or defecating / urinating on carpet, walls, or floors. Tenant further warrants that the pet has no vicious history or tendencies.
2. The pet shall be kept on a leash at all times outside the Apartment and inside the Apartment Community. The pet shall not be exercised inside the Apartment except in designated exercise areas, if any. Tenant shall not at any time leave the pet on the patio or balcony while away from the Apartment. Tenant shall promptly collect and remove all pet defecations from the grounds of the Apartment Community. Fines will be charged for failure to pick up pet defecations and failure to keep pet leashed. Fines will start at \$250.00 per occurrence.
3. Tenant has hereby paid to Landlord a **\$250** non-refundable fee, and will pay an additional **\$30** pet rent per month / per pet (same day rent is due). Tenant will be charged for all cost and expenses incurred in repairing all damages caused by the pet and any other damages resulting from the breach of this Pet Addendum or the Lease Agreement.
4. Tenant shall insure that the pet does not at any time disturb any other resident of the Apartment Community or damage any property located in the Apartment or in the Apartment Community. If, in Landlord's sole opinion and discretion, that pet has disturbed or is disturbing any other tenant or has caused or is causing damage to property in the Apartment Community then Tenant shall permanently remove the pet from the Apartment and the Apartment Community within ten (10) days after written request. Tenant's payment for damage caused by pet shall not entitle the Tenant to keep the pet. Tenant's failure to permanently remove the pet as provided above or failure to comply with all other terms of this Pet Addendum shall constitute a default permitting termination of the Lease Agreement.
5. Except for the pet described above, Tenant shall not keep any pets in the Apartment or within the Apartment Community without Landlord's prior execution of an additional Pet Addendum.
6. Tenant's failure to comply with the terms and provisions of this Pet Addendum or violation of any representation or assurance contained in the Pet Addendum shall constitute a default permitting termination of the Lease Agreement.
7. The following breeds are considered aggressive and /or extra-large dogs, and therefore are not permitted. Unacceptable breeds include, but are not limited to: Rottweilers, Pit Bulls, Chow Chows, Mastiffs, Malamutes, Saint Bernards, Akitas, Husky, and other

breeds of a vicious nature, or mixes of these breeds.

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

THE UNDERSIGNED HEREBY AGREES TO AND UNDERSTANDS ALL OF THE ABOVE

(ALL TENANTS WHO SIGNED THE LEASE MUST SIGN THIS ADDENDUM FOR VALIDATION).

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

X Daynesha Glover

Lessee

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8. Move Out Charges

8.1 RESIDENT IS RESPONSIBLE FOR CHARGES DUE AT MOVE OUT

1. Trash Out - \$75 per trash bag
2. Couch/Sofa - \$250
3. Broken Blinds (Mini/Cordless) \$100
4. Broken Blind Slats (\$10 per slat)
5. Broken Vertical Blinds - Entire Replacement (\$200)
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23. Holes in Drywall \$25- \$50

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Thank you for your cooperation.

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

X Daynesha Glover

Lessee

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9. Giant Oaks Pool Rules & Regulations Addendum

9.1 SWIMMING POOL RULES & REGULATIONS THAT MUST BE FOLLOWED

Swimming Pool Rules And Regulations That Must Be Followed

Swimming is a great way to relax and cool off on hot days. However, there are potential hazards that come with having a swimming pool on a property. Here are Giant Oaks Apartments/Giant Oaks, LLC's pool guidelines that Giant Oaks' residents must observe to avoid serious injury while enjoying the property's swimming pool.

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- Residents with small children planing to visit the swimming pool; infants and toddlers must wear diapers designed for swimming.
- The pool must not be overcrowded—observe the crowd capacity of the pool. If the pool becomes crowded, it will become necessary to limit the number of guests that can accompany each resident.
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- Every guest must wear appropriate swim attire when using pool facilities. NO STREET CLOTHES.
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- It's a good idea to take a shower before swimming.
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- Food is not allowed in the pool or pool area.
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- Don't wear jewelry in pool.
- In case of an emergency, the pool area should be vacated according to the posted emergency protocols.

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

X *Daynesha Glover*

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10. Lead Paint Addendum

10.1 LEAD PAINT

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Lessor's Disclosure

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

(ii) **X** Giant Oaks, LLC (Lessor) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

(ii) **X** Giant Oaks, LLC Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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

X Daynesha Glover

Lessee

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11. Sign and Accept

11.1 LEASE CONTINUED

Terms for Apartment Lease

These Rules and Regulations are for Daynesha D. Glover , all other occupants of the Leased Unit:
1312 W 8th St - 1324G
Anderson, IN 46016

, Resident's family and/or guest of Daynesha D. Glover . The word "RESIDENT" when used in these Rules and Regulations means Daynesha D. Glover , all other occupants of the Leased Unit, Resident's family and/or guests of Daynesha D. Glover .

The following terms are binding and are additional terms that are part of your Lease. Please read them carefully because they are as important as any of the other terms in your Lease.

1. Utilities: Electric & Gas must be in residents name at all times. **Tenant hereby authorizes Landlord to charge a seventy-five dollar (\$75) administrative fee along with any electric & gas charges to any account not in compliance.** Heat must be set on at least 60 degrees in the winter to prevent pipes from freezing. Failure to comply will result in fees for damages and/or eviction.

2. Mandatory apartment inspections will be conducted on a quarterly basis to ensure apartments are being maintained in a clean, sanitary, smoke-free condition.

3. It is a breach of lease to allow any person to move in that is not a designated Resident; no sub-letting permitted.

4. No alterations permitted to the exterior or interior of the Leased apartment.

5. Access: Landlord, & anyone authorized by landlord, may enter the Leased Unit after first notifying the resident. If there is an emergency, Landlord may enter the leased unit without advanced notice. Resident must obtain written approval from Landlord to add or change any lock.

6. End of Lease or Renewal:

A. Either party may terminate this Lease at the end of the original Term of lease by giving written notice. Resident must receive written notice 60 days before the end of any term.

MOVE OUT NOTICE: ◇Before moving out, you must give our representative **30 days advance ◇written move-out notice as provided below.** Your move-◇out notice ◇will not release you from liability for the full term of the Lease Contract or Renewal Term. ◇You ◇will still be liable for the entire ◇Lease Contract term if you move out early. If you intent to ◇vacate the premises on the ◇Lease End Date without further liability to us for rent, you must provide us with written notice of your intent not to renew the Lease ["Move-out Notice"] ◇ Should you fail to timely provide said Moveout Notice, you ◇will be liable to us for rent for the number of ◇days that your ◇Written Notice is less than the number of ◇days set forth in Lease Terms. For example, if you do not provide any Written Notice to us and vacate the premises on or before the stated ◇Lease ◇End ◇Date of the ◇Lease, you will be liable to us for rent for the number of ◇days of required.

If you ◇wish to later terminate the month -to- ◇month tenancy, you must provide **30 days written notice to us.**

If you give no Notice and remain in the premises after the ◇Lease End Date, you will become a month-◇to-◇month tenant on the same terms and conditions contained herein, except that the monthly rental rate shall be an amount equal to 150% of the current market rental rate as set forth in the ◇Lease, and said rent may be further increased upon ◇30 days ◇written notice from us to you

B. This Lease will automatically renew if neither party ends the lease at the end of the original term. Automatic renewal will not change the terms of this Lease, except that the rent for each renewal term may be increased.

C. Landlord may increase the rent, or change any other term of this Lease for any renewal period, by sending written notice to Resident. Landlord must send this notice 30 days before the end of the term, or of any renewal term. Resident may reject the renewal terms by a written notice within 14 days of the date of the Landlord's renewal notice. Resident must then vacate at the end of the current term. The Lease will renew on the terms set forth in the Landlord's renewal notice, if Resident does not send notice ending the Lease.

8. Landlord Remedies: Resident is in breach of Lease if Resident fails to make rental payments when due or fails to comply with any other provision of this lease. If resident breaches this lease:

A. Resident must immediately pay all rents for the balance of the term of this Lease, and Landlord may sue for this rent.

B. Landlord may end the lease.

C. Landlord may evict Resident.

D. Landlord may sue Resident to collect any monies due, including but not limited to, legal fees and cost to enforce lease terms. Resident agrees to pay all legal fees and costs.

9. Notice to Resident: This lease contains waivers of consumer rights. Resident waives certain rights by signing this lease.

10. Vacating Leased Unit: Resident must notify Landlord, and must return all keys at the time Resident vacates the Leased Unit.

11. Release of Landlord: Landlord is not responsible for any injury, property damage or loss sustained by Resident or Resident's guests. Resident agrees to release Landlord from responsibility for any damage, loss or injury caused by any other person occupying the property, or by Landlord or Landlord's agents or employees. Resident agrees that this release includes losses or damages, which result from any of Resident's acts, or failures to act. Resident expressly waives all claims against Landlord for damage, loss, or injury.

• **18. NO WAIVER BY LANDLORD.**

If Landlord does not exercise any of its rights under this Lease, Landlord may still exercise these rights at a later date. Acceptance of past due rent is not a waiver of Landlord's rights to enforce other terms under this Lease.

12. Early Termination: It is hereby understood and agreed that the Resident may have a release from the terms and provisions of this lease by paying to the landlord current rent, plus an amount equal to 3 months rent, and otherwise complying with the terms and provisions. Current rent means rent from rental date to rental date, and not from day to day.

13. Move-out: A move-inspection will be scheduled with resident. Charges will be determined for damages at that time. Resident will be charged for repair and labor of any damages found.

14. Incorrect Information in Application

If Daynesha D. Glover provided incorrect information in the Application, it is a breach of this Lease. Landlord may end this Lease and/or sue Daynesha D. Glover for possession and/or any losses or money damages if the Application contained incorrect information.

15. Refund of Deposit. Landlord shall refund the Deposit to Resident as provided in this Lease and applicable law. At the option of Landlord, Landlord may pay any refund of the Deposit after applying all deductions, by one check jointly payable to all Residents but delivered to only one Resident. During the Lease Term, Residents shall designate, in writing, the name and address of the Resident to whom such check shall be delivered. The amount of any refund will be calculated without regard to who paid the Deposit or whose conduct resulted in any deductions. Each Resident must provide written notice of the mailing address for any refund of the Deposit. Landlord shall mail the Deposit (less lawful deductions) and an itemized list of deductions no later than 45 days after termination of this Lease and delivery of possession of the Apartment Home. Upon the sale or transfer of the Community by Landlord and transfer of the Deposit to the new owner of the Community (either as a transfer of the Deposit or a credit against the purchase price), and upon new owner's acknowledgement of responsibility for the Deposit, Resident shall look solely to such new owner, and not to Landlord, for a refund of the Deposit.

Rules of Occupancy:

RESIDENT may not interfere with the comfort and rights of other RESIDENTS. RESIDENT may not make any disturbing noises in the building. RESIDENT may not cause offensive odors to enter the hallways or apartments in the building. RESIDENT may only play television sets, radios, stereos, amplified devices or musical instruments at reasonable hours. Noise should not be audible outside of the apartment between 9:00 p.m. each night and 8:00 a.m. the following morning. The common areas, hallways, stairways, and side walks are to be used only for the purpose of entering & exiting the building.

1. RESIDENT will dispose of garbage, refuse and/or waste matter at the times and places, and in the manner as directed by Landlord. Resident may not leave trash in the hallway, outside of apartment door, on patio or balcony. Dispose of garbage inside provided dumpsters.
2. Blinds for all windows are provided. If you would like to have curtains they must show white towards the exterior window.
3. No Resident shall place, or permit to be placed or maintained, any sign or advertising matter or device, or other structure in any window of the dwelling or elsewhere in or upon the Owner's property.
4. RESIDENT may not use the toilet and other water equipment for any other purpose than for their usual purpose. RESIDENT may not throw any sweepings, rubbish, rags, wipes, diapers, hygiene items, pet litter or any other improper articles into the toilet. RESIDENT will be responsible for any damage resulting from misuse of the waste water lines.
5. The agents of Landlord, and any contractor or workman authorized by Landlord, may enter the Leased Unit at any reasonable hour of the day for the purpose of inspecting the Leased Unit, to control or exterminate any insects or other pests with a 24 hour notice. They may enter with no notice for emergency situations.
6. RESIDENT may not add, remove, or change any locks without the prior written consent of Landlord.
7. RESIDENT may not wash, clean, polish or repair any motor vehicle in any parking area or in any other part of the premises.
8. RESIDENT may not park or store any trailer, camper, boat, mobile home, motor home, bicycle or disabled motor vehicle in the parking area of the premises. No tools or other equipment will be permitted.
9. RESIDENT may not park in any areas designated as "No Parking" areas.
10. RESIDENT may not park any vehicles in front of dumpsters and bins, or on the lawns or sidewalks.
11. RESIDENT may have market goods, other supplies and packages of every kind delivered only at the designated entrance. Landlord

is not responsible for the loss or damage of any property, even if the loss or damage occurs through the carelessness or negligence of the employees of the building. LANDLORD WILL NOT BE RESPONSIBLE FOR ANY ARTICLE LEFT WITH ANY EMPLOYEE OR IN ANY PART OF THE BUILDING.

12. No one will be permitted to enter the Leased Unit unless RESIDENT gives Landlord specific written authorization and the keys are left at the Management Office.
13. RESIDENT may not have waterbeds in the Leased Unit. RESIDENT is responsible to Landlord, and other RESIDENTS, if there is damage to the structure, fixtures, furnishings or belongings resulting from violation of this rule.
14. Landlord has furnished the Leased Unit with a battery operated smoke detector. RESIDENT agrees to periodically inspect and maintain the device, and to replace batteries when necessary. RESIDENT also agrees to give Landlord written notice if the smoke detector becomes inoperable.
15. Pets must be approved by Management and have a signed pet addendum. There are \$250.00 fine for failure to pick up pet feces per incident.
16. RESIDENT may not have, or use, portable or auxiliary heaters of any kind in the Leased Unit, or in any other part of the building. RESIDENT must use ovens and stoves for cooking only, and not to heat the Leased Unit.
17. RESIDENT may not damage or otherwise deface the walls, floors, woodwork and other fixtures. Resident may not paint walls. RESIDENT may not make any additions or alterations to the Leased Unit without the prior written consent of the Landlord. Any additions or alterations made to the Leased Unit will be considered a part of the Leased Unit upon expiration of the Lease.
18. RESIDENT may not install any other ceiling fans and/or air conditioners other than those installed by Landlord.
19. RESIDENT may not install satellite dish for TV reception without prior written consent and deposit from management.
20. RESIDENT may not burn candles, or permit candles to be burned in the apartment, as it is a fire hazard.
21. Landlord may change, or add to these rules and regulations, as may be needed for the safety, care, maintenance, operation and cleanliness of the building. The new rules and regulations will have the same force and effect as if originally made a part of the Lease.
22. No grills of any type will be permitted on patios, balconies, or any other location on the grounds.
23. Resident shall maintain a temperature of at least 55 0 F in the Apartment Home so that the pipes will not freeze.
24. Resident shall replace light bulbs in all light fixtures at Resident's expense.

11.2 MOVE IN CONDITION

Move-In Condition Form. Before Resident takes possession of the

Apartment Home, Resident and Landlord shall inspect the physical condition of the Apartment Home. Resident and Landlord shall execute Landlord's move-in and move-out condition form (the "Condition Form"), identifying all material damage or defects with the physical condition of the Apartment Home. Resident's failure to report specific defects or problems on the Condition Form shall be a binding agreement by Resident and conclusive evidence that the Apartment Home is acceptable and in good condition. Landlord has not made any promises to decorate, alter, repair or improve the Apartment Home, except as stated on the Condition Form. LANDLORD MAKES NO EXPRESS WARRANTIES REGARDING THE APARTMENT HOME AND

COMMUNITY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL EXPRESS WARRANTIES.

11.3 PARKING

Landlord may regulate and/or prohibit the time, manner, place of parking, number parked, charge for parking, use and/or storage of cars, trucks, recreational and commercial vehicles, motorcycles, mopeds, boats and other motor vehicles ("Motor Vehicles"), and of bicycles, trailers, tricycles, skateboards, roller skates, trampolines, and exercise equipment. Landlord may limit the parking spaces available for guests and invitees and limit the duration that a guest or invitee may park at the Community. A guest or invitee shall not be allowed to park at the Community for more than 7 days in any month.

A Motor Vehicle is unauthorized or illegally parked in the Community if it:

- (A) has flat tires or other condition rendering it inoperable;
- (B) is on jacks, blocks or has wheel(s) missing;
- (C) has no current license or no current inspection sticker;
- (D) takes up more than one parking space;
- (E) belongs to a Resident or Additional Live-In Resident who has surrendered or abandoned the Apartment Home;
- (F) is parked in a marked handicap space without the legally required handicap insignia;
- (G) blocks another vehicle from exiting;
- (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space marked for other resident(s) or Apartment Homes(s);
- (J) is parked on the grass, sidewalk, patio or staircase;

- (K) blocks garbage trucks from access to a dumpster;
- (L) cannot lawfully be operated as a vehicle on the road;
- (M) has a malfunctioning alarm; or
- (N) is parked in a designated visitor or office parking space.

Except as permitted by Landlord, Resident shall not perform repairs or maintenance on any Motor Vehicle anywhere in the Community. Motorcycles and mopeds may be parked only in designated areas and must have an operable device to prevent damage to the asphalt from the kickstand or similar support device. Gasoline, fuel grade alcohol or other explosive materials may not be stored at the Community, including, in parking areas. Resident shall be responsible for oil stains and other damage caused by any Motor Vehicle of any Resident Party. No Motor Vehicle may be parked or stored at the Community unless such Motor Vehicle is regularly used by a Resident Party as a means of transportation. Resident Parties are responsible for the proper operation of vehicle alarms and theft deterrent systems. Landlord may tow, at the expense of the owner and Resident, a Motor Vehicle that is unauthorized or illegally parked at the Community, or parked in violation of this Lease. Landlord shall not be liable for any Losses resulting from such towing.

11.4 LIABILITY

A. Insurance. LANDLORD AND LANDLORD'S REPRESENTATIVE ARE NOT INSURERS. **LANDLORD REQUIRES THAT RESIDENT SECURE PERSONAL LIABILITY INSURANCE OF \$100,000 TO PROTECT AGAINST PERSONAL INJURY AND PROPERTY DAMAGE, INCLUDING LOSSES FROM THEFT, FIRE, WATER**

If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions 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.

You and we agree that we are not your renter's insurance agent. Any and all renter's insurance claims must be made directly to your renter's insurance provider.

1. LLIP coverage is NOT personal liability insurance or renter's insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters' insurance to protect Lessee's interests.

DAMAGE AND VANDALISM. B. Personal Safety.

1. Landlord's Related Parties do not guarantee or warrant Resident's personal security or safety. Landlord has no duty to provide security devices. Any protective steps (such as courtesy patrols or guards) that Landlord takes are neither a guarantee nor warranty against criminal acts or against the violent tendencies of third persons in the Community or otherwise. Resident's personal safety and security is Resident's personal responsibility.
 2. Landlord is under no obligation or duty to inspect, test or repair any security device. Landlord may elect to retain (or cancel) an independent contractor for lockouts, disturbances, fire lane violations and problems similar in nature. Landlord assumes no responsibility for the security of Resident through the retention of an independent contractor. Landlord has no liability for the acts or omissions, whether negligent, intentional or otherwise, of such independent contractor. The independent contractor is not a police force nor a guaranteed deterrent to crime. In the event of criminal activity, Resident should contact the police department. (iii) Resident shall give Landlord keys, codes or operating devices immediately upon installation of any additional security device in the Apartment Home. Any security devices installed by Resident must comply with all applicable laws. Resident shall provide Landlord with a copy of any necessary permit or license prior to installing any additional security device. Resident shall be liable for any license or other fee, or any fine, related to any additional security device.
- C. Release. Resident, for Resident Parties, releases Landlord's Related Parties, and acknowledges and agrees that Landlord's Related Parties shall not be liable for any Loss incurred as a result of the following: (i) theft, burglary, rape, assault, battery, arson, mischief or other crime, vandalism, fire, smoke, water, lightning, rain, flood, water leaks, hail, ice, snow, wind, explosion, sonic boom, interruption of utilities, electrical shock, defect in any of the contents of the Apartment Home, defects in the Community (including latent defects), acts of God, acts of terror, acts of other residents or their occupants, guests or invitees, or any other cause;
1. Utility services, outages, interruptions or fluctuations in utilities provided to the Apartment Home;
 2. The failure of Landlord to deliver possession of the Apartment Home or the termination of this Lease pursuant to the terms of this Lease;
 3. The use of the Community's equipment, services and facilities;
 4. The storage, disposal or sale of personal property in the Apartment Home, including theft by others and under Section 15; other than the negligence of Landlord or Landlord's employees or agents acting in the course and scope of their engagement at the Community. Resident, for Resident Parties, unconditionally and absolutely releases Landlord's Related Parties from all Losses and waives all claims for offset, setoff or reduction of

Rent or diminished rental value of the Apartment Home resulting from such Losses. Resident shall indemnify and hold harmless

Landlord's Related Parties from any Loss related to the use or occupancy of the Apartment Home or Community and from any Claims made by Resident Parties, other than to the extent caused by the negligence or willful misconduct of Landlord. This Paragraph shall not be construed to limit or waive any of Residents' rights under IC 32-31-6, IC 32-31-7, or IC 32-31-8.

11.5 RELEASE

No Release. Resident shall not be released from this Lease on any grounds, including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-residents, bad health, or any other reason (except as expressly stated in this section).

B. Limited Exception-Military Service members. Resident may terminate this Lease before the Lease End Date by providing the written notice required below if:

1. Resident enters military service of the United States (as defined in the Service members' Civil Relief Act) after Resident enters into this Lease; or
2. Resident was a member of the military service of the United States when the lease was executed and thereafter receives: (I) Orders for a permanent change of station; or (II) Orders to deploy with a military unit for at least 90 days.

In order to terminate this Lease under this "Limited Exception-Military Service members", Resident must give Landlord written notice of termination. The termination shall be effective 30 days after the first date on which the next rental payment is due and payable. (For example, if Resident gives Landlord notice on January 15th, this Lease would terminate on March 1 with respect to Resident and Resident's dependents). At the time Resident gives such notice, Resident must furnish Landlord with a copy of the service member's military orders proving eligibility for the Limited Exception under paragraph B(i)(a) or B(i)(b). Military permission for base housing does not constitute a permanent change of station order. The release under this subsection applies only to the Resident in U.S. military service and such Resident's dependents (including Resident's spouse).

C. Death of All Residents. If all Residents are no longer living, this Lease shall terminate upon the death of the last such Resident.

11.6 MOVE OUT

1. Move Out Cleaning and Inspection. Resident shall comply with the terms of Landlord's move-out instructions and otherwise peacefully vacate and surrender possession of the Apartment Home in the same condition as when leased, except for ordinary wear and tear. Resident shall clean thoroughly the Apartment Home, including bathrooms, kitchen appliances, windows, furniture, patios, garage and storage rooms, to the same level of cleanliness that existed the time Resident first took occupancy. After Resident vacates the Apartment Home, Landlord will inspect the Apartment Home and shall complete the Condition Form. Resident may request in writing that Landlord conduct the inspection in Resident's presence by giving Landlord at least 5 days notice prior to Resident's vacating the Apartment Home. Landlord shall then inform Resident, in writing, of the date and time of the inspection. Any verbal estimate of repairs, charges or deductions given by Landlord's Related Parties shall not bind Landlord.
2. Deductions. In addition to other amounts which Landlord may deduct from the Deposit pursuant to this Lease, Landlord may deduct the following items from the Deposit:

1. The cost of cleaning the Apartment Home;
2. Landlord's actual expenses for repairs and damages beyond normal wear and tear to the Apartment Home or its contents; (iii) charges for changing the locks if Resident does not leave the keys;

1. Damages resulting from Resident's breach of any provision of this Lease; and
 2. Any unpaid Rent or other amounts due to Landlord under the terms of this Lease.
- If lawful deductions exceed the total amount of the Deposit, Resident shall pay such excess amount upon written demand by Landlord.

C. Surrender. "Surrender" or "vacating" of the Apartment Home shall occur upon the first to occur of the following events:

1. All Residents who signed this Lease live elsewhere and the Lease Term has expired or been terminated; or
2. All keys, access cards and remote openers have been turned in.

X *Daynesha Glover*

Lessee

IP Address: 172.56.249.111
01/20/2023 01:08pm EST

X *larry Savage*

Lessor

IP Address: 68.44.55.149
01/20/2023 01:17pm EST