

Date of Lease Contract: April 13, 2023  
(when the Lease Contract is filled out)

*This is a binding document. Read carefully before signing.*

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the “lease”) is between you, the resident(s) (list all people signing the Lease Contract):

Kimberly Barnes

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and us, the owner: Hamilton Station Apartments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name of apartment community or title holder). You’ve agreed to rent Apartment No. 755, at 755 Dublin Drive

\_\_\_\_\_ (street address)  
in Pendleton (city), Indiana,  
46064 (zip code) (the “apartment” or the “premises”)

for use as a private residence only. The terms “you” and “your” refer to all residents listed above. The terms “we,” “us,” and “our” refer to the owner listed above (or any of owner’s successors’ in interest or assigns). Written or electronic notice to or from our managing agent (referenced below) constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

Nancy Sutton

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn’t filled in, two days per month is the limit.*

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 16th day of June, 2023, and ends at 11:59 p.m. the 15th day of June, 2024.

**Renewal.** This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 45 (Move-Out Notice). If the number of days isn’t filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 1300.00, due on or before the date this Lease Contract is signed. The security deposit shall not bear interest nor be held separately or in trust. Upon vacating the Apartment, you shall supply to us, in writing, your forwarding address. Payment of the security deposit to any resident hereunder shall serve to satisfy our obligation to return the security deposit, and notice to one resident of application of the security deposit shall serve as notice to all residents of the apartment. In the event you shall fully and faithfully perform and keep the terms, covenants and conditions of this Lease Contract and return the Apartment to us at the expiration or termination of your tenancy in as good and clean a

condition as they are in as of the commencement of this Lease Contract, ordinary wear and tear excepted, then the security deposit, or the appropriate portion thereof, shall be refunded by us to you. In the event that you shall fail to keep and fully perform the terms, covenants and conditions of this Lease Contract, we shall retain from said security deposit an amount sufficient to reimburse us for any damages caused by your default, including but not limited to:

- (a) any unpaid “rent” due under this Lease (as the term “rent” is defined under state law) including, but not limited to, payments due under this Lease, such as unpaid monthly rent installments, late fees, returned check fees, attorney’s fees, court costs and interest;  
(b) the cost to repair any damages to the Apartment, common areas and/or any of Landlord’s property, real or personal, including but not limited to the cost of general cleaning, carpet cleaning and painting costs, reasonable wear and tear excepted. Reasonable wear and tear shall not include breaks, holes, scratches or burns in any surface, fixture or appliance, trash remaining after the Apartment is vacated, or carpet which is not freshly-cleaned; and  
(c) unpaid utilities and any other item allowed by law or equity.

In the event the security deposit shall be insufficient to cover your default, we may enforce any additional rights which we may have, against you, in law or in equity, without any limitation by reason of the security deposit or our failure, inadvertent or otherwise, to strictly comply with the Indiana Security Deposit Statute. UNDER NO CIRCUMSTANCES MAY RESIDENT APPLY THE SECURITY DEPOSIT AS THE LAST MONTHLY INSTALLMENT DUE PURSUANT TO THIS LEASE. The security deposit and any deductions, damages or charges shall be itemized by us in a written notice to you, together with any amount due, within forty-five (45) days after expiration or termination of your tenancy or our acceptance of your surrender of possession, provided you have provided us, in writing, with your forwarding address.

5. **KEYS.** You will be provided 2 apartment key(s), 1 mailbox key(s), 0 FOB(s), and/or 0 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same. Any resident, occupant, or spouse who is under court order to not enter the Apartment, is (at our option/or per terms of a court order) no longer entitled to occupancy, keys, or other access devices.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1540.00 per month for rent, payable in advance on or before the 1st day of each month (due date) without demand and with no grace period:

- ☒ at the on-site manager’s office, or  
☒ at our online payment site, or  
☐ at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prorated rent of \$ 1457.50 is due for the remainder of [check one]: ☒ 1st month or ☐ 2nd month, on \_\_\_\_\_.

Cash is unacceptable without our prior written permission. You must not withhold or offset rent. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier’s check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. The parties agree that rent is not deemed accepted until it has been deposited by us. If you don’t pay all rent on or before the 5th day of the month, you’ll pay a late charge. Your late charge will be (check one): ☒ a flat rate of \$ 150.00 or ☐ \_\_\_\_\_ % of your total rent due. You’ll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus the late charge. If you don’t pay rent on time, you’ll be delinquent and all remedies under this Lease Contract for such delinquency will be

authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract, including but not limited to, any and all utility payments shall constitute rent under this Lease Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:
- ☐ water      ☐ gas      ☐ electricity      ☐ master antenna.  
☐ wastewater    ☐ trash      ☐ cable TV  
☐ other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents or occupants, or for our own negligence or intentional acts.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We ☒ require ☐ do not require 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. If no box is checked, renter's insurance is not required.

Additionally, you are [check one] ☒ required to purchase personal liability insurance in the minimum amount of \$ 100000.00  
☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. 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.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your Apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See Additional Special Provisions  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See any additional special provisions.

11. **EARLY MOVE-OUT.** To the extent permitted by applicable law, you'll be liable to us for a reletting charge of \$ 1540.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraph 45 (Move-Out Notice) or any other applicable law; or

(2) move out without paying rent in full for the entire lease term or renewal period; or

(3) move out at our demand because of your default; or

(4) are judicially evicted.

The reletting charge is not a cancellation fee and, to the extent permitted by applicable law and does not release you from your obligations under this Lease Contract. See the next paragraph.

**Not a Release.** The reletting charge is not a lease cancellation fee or buyout fee. It is not a penalty. It is part of the consideration for entering into this lease and is an agreed-to liquidated damages amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages may be uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. We're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PROPERTY LEFT IN APARTMENT.** "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

In the event you shall abandon or vacate the Apartment before the end of the term, we may retake possession of the Apartment, or any other part thereof, without judicial process, and re-let the Apartment upon terms satisfactory to us. You shall be liable for any resulting deficiency including, but not limited to: redecorating costs, repair costs, present and future rent, and such other costs as may be your responsibility in the event of default or breach hereunder. We shall have no liability for loss or damage to your personal property if you have abandoned your personal property. Your personal property shall be considered abandoned if a reasonable person would conclude you have vacated the Apartment and surrendered possession of your personal property. In the event we are granted possession of the Apartment by court order, we may seek an order from the court allowing removal of your personal property and if you fail to remove such personal property before the date specified in the court's order, we may remove the personal property and deliver the personal property to a warehouseman or to a storage facility approved by the court provided notice of the order for removal of the personal property and the identity and location of the warehouseman or the storage facility have both been personally served on you at your last known address. In the event your possessions are removed and placed in storage, you shall pay for all moving and storage costs. We, or any third-party who moves and/or stores personal property from the Apartment, shall acquire a warehousemen's lien on that personal property, and if not timely reclaimed, may sell the personal property in payment of the storage costs, moving costs, and other related fees and costs. You hereby expressly grant us authority to create or grant a warehouseman's lien in such personal property.



- 14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraph 33 (Default by Resident) apply to acceleration under this paragraph.
- 15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 45 (Move-Out Notice).
- 16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Your termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.
- If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.
- (1) If we give written notice to any of you when or after the beginning of the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the beginning of the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new beginning date of the initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- 17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.** Unless otherwise prohibited by law, if, during the term of this Agreement, any taxing unit, school district, other locality, city, county, state, or Federal Government or other taxing authority, by legislation, voter referendum or otherwise, imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment. If, during this agreement, there is an increase in our real estate tax, or personal property tax, assessment or tax rate, imposed by any of the above mentioned taxing authorities, by legislation, voter referendum or otherwise, we may impose Additional Rent, during the term of the Lease Contract. After this written notice (the amount or approximate amount of the charge, tax or fee will be included in the notice), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us.
- 18. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.
- 19. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make

reasonable changes to written rules, effective upon thirty (30) days prior to written notice, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

- 20. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. In the event of damage, you'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Any such criminal conviction or sex offender registration shall provide us the right to evict you.

- 21. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

- 22. PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

You will be responsible for all costs associated with towing and storing your vehicle. This includes any costs necessary to have your vehicle released to you if it is towed and stored because you did not comply with our parking rules and regulations.

**23.RELEASE OF RESIDENT.** Unless you’re entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 32 (Responsibilities of Owner), 45 (Move-Out Notice) or any other applicable law, 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.

**24.MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member’s Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**25.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 bolting devices, window latches, and other access control devices.

**Smoke Detectors.** You hereby acknowledge that a working UL listed smoke detector(s) has been installed on each floor of the Apartment. You shall inspect and test the smoke detector(s) during the term(s) of this Lease Contract and shall ensure that each smoke detector installed in the Apartment remains functional and is not disabled. If the smoke detector is battery operated, you shall replace the batteries in the smoke detector(s) as necessary. If the smoke detector is hard wired into the Apartment’s electrical system, and you believe the smoke detector(s) isn’t functional, you shall provide us with written notification of the need to replace or repair the smoke detector(s). We shall repair or replace an inoperable smoke detector within seven (7) working days after we are given written notification of the need to replace or repair the smoke detector(s). You shall not tamper with, remove, or replace any parts or equipment of the smoke detector(s), except to replace batteries. You shall pay the cost of damage to the smoke detector(s), or to the Apartment, caused or allowed by your failure to comply with the obligations of this paragraph. We shall not be liable for any injury or death to persons, nor for damage to property, resulting from your failure to test or inspect the smoke detector(s), replace the batteries as required, or to notify us as provided herein. You shall maintain the smoke detector(s) and test the smoke detector(s) at least once every six (6) months to ensure that the smoke detector(s) is in operational condition. You shall be liable for all damages and injuries (whether to yourself, any occupants, personal property, other persons, the Apartment or community), resulting from your failure to test or inspect the smoke detector(s), your failure to replace batteries, your tampering with the smoke detector(s) or your failure to notify us as provided herein.

**ACKNOWLEDGMENT**

The undersigned hereby acknowledge(s) the Apartment is equipped with a functional smoke detector(s) on each floor of the Apartment.

**Resident or Residents** *(all sign below)*

*Kimberly A Barnes*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you’ll be liable for damage to our and other’s property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. 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. We’re not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We’re not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency’s incident report number upon request.

**26.CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture (if provided) “AS IS”, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties of habitability or otherwise. You’ll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we’ll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we’ve consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we’ll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you’ll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**Your Responsibilities**

**27.REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security 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 property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We’ll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

You shall comply with all obligations imposed by applicable provisions of health and housing codes, state laws, ordinances and insurance regulations; keep areas of the Apartment occupied or used by you reasonably clean and cause no waste or injury to the



Apartment; use the electrical systems, plumbing, sanitary systems, heating, ventilating, and air conditioning systems, elevators (if provided), facilities and appliances of the Apartment in a reasonable manner; report to us, in writing, all repairs required to the Apartment, appliances, fixtures and appurtenances whether or not necessitated by any act or omission of you, an occupant, your guests, servants, assignees, or subtenants; repair, at or before the end of the term, all injury done by the installation or removal of furniture and other property and; at the termination of your occupancy, deliver the apartment to us in a clean and proper condition, excepting ordinary wear and tear expected in the normal course of habitation of an apartment. You shall comply with all reasonable rules and regulations in existence at the time this Lease Contract is entered into and shall also comply with amended rules and regulations as provided in this Lease Contract.

If, at any time, you fail to comply with any of these duties, we may bring an action in a court of competent jurisdiction to enforce your obligations provided we have given you notice of your noncompliance with this Lease Contract, and/or state law, and you have been given a reasonable amount of time to remedy the noncompliance. If the noncompliance has caused physical damage that we have repaired, we shall give you notice specifying, in writing, the repairs we have made and documenting our cost to remedy the condition described in the notice. If we prevail in any action to enforce an obligation of yours pursuant to this Lease Contract or applicable law, we may recover the following: Our actual damages; attorney's fees and court costs; injunctive relief and; any other remedy appropriate under the circumstances.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

**28.ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance

animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

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 and the Animal Addendum. If an animal has been in the apartment at any time during the term of your occupancy (with or without your consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages, and not a penalty, for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal in accordance with applicable law and paragraph 33 (Default by Resident) of this Lease Contract and the Animal Addendum.

**29.WHEN WE MAY ENTER.** You may not unreasonably withhold consent to allow us to enter the Apartment in order for us to inspect the Apartment; make necessary or agreed to repairs, decorations, alterations or improvements; supply necessary or agreed to services or; exhibit the Apartment to prospective or actual purchasers, mortgagees, residents, workers or; contractors. We shall give you reasonable written or oral notice of our intent to enter the Apartment and may enter the Apartment only at reasonable times. However, we may enter the Apartment without notice to you in the case of an emergency that threatens your safety or the safety of occupants or others in the Apartment or our property. We may also enter the Apartment without your consent under a court order or you have abandoned or surrendered the Apartment. We shall not abuse the right of entry or use the right of entry to harass you.

**30.JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of your tenancy termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 50 (Deposit Return, Surrender, and Abandonment).

Replacements

**31.REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee of \$ 150.00 will be due, and a rekeying fee of \$ 75.00 will be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Our Responsibilities

**32.RESPONSIBILITIES OF OWNER.** We shall deliver the apartment to you in compliance with this Lease Contract and in a safe, clean, and habitable condition. We shall comply with all obligations imposed by applicable provisions of health and housing codes, state laws, ordinances and insurance regulations applicable to the Apartment; make reasonable efforts to keep common areas of the apartment community in a reasonably clean and proper condition; provide and maintain the following items in the Apartment in good and safe working condition, if provided at the time this Lease Contract is entered into: electrical systems, plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all time, sanitary systems, heating, ventilating, and air conditioning systems, elevators (if provided), facilities and appliances supplied as an inducement to this Lease Contract.

If, at any time, we fail to comply with any of these duties, you may give us notice of our noncompliance with this Lease Contract, and/or state or local law. Thereafter, we will have a reasonable amount of time to remedy the noncompliance. You may not prevent us from having access to the Apartment to make repairs or provide a remedy to the condition described in your notice to us.

**33.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: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the Apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the Apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted,

or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 21 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Eviction.** If you default, we may immediately terminate this Lease Contract and end your right of occupancy. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance of rent or other sums due doesn't waive or diminish our right of eviction, and is not an accord and satisfaction or create for you any other contractual or statutory right and we are not estopped from asserting all our rights and available remedies. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or our right to continue with eviction proceedings and we are not estopped from asserting all our rights and available remedies.

**Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; *and* (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice, any notice to vacate or the last date of your lease term, whichever is earlier. If you remain or continue to be in possession of the Apartment without right after expiration of this Lease Contract or any renewal period thereof, after early termination of your tenancy by you or us, or for any other reason, you shall pay us a prorated sum of the greater of the: (a) then current rate for your premises, or (b) \_\_\_\_\_ percent of your current rent (the increase shall be one hundred fifty percent of your current rent if this blank is not completed) based on a thirty (30) day month for each day of such possession and you shall indemnify us against any and all loss, claims and damages we sustain by reason of such hold over.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

**Other Remedies.** If your rent is delinquent and we give you 5 days' prior written notice, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon default, we have all other legal remedies, including tenancy termination and/or termination of your right to possession, without terminating this Lease Contract, and all other remedies available under applicable state laws. We may collect attorney's fees and all other litigation costs that result from enforcing the terms of this Lease Contract. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early, in addition to the reletting charge imposed under paragraph 11 (Early Move-Out), you'll be subject to the damages listed in Paragraph 33 (Default by Resident) and paragraph 49 (Deductions and Other Charges). We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

**34.ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

**35.NO AUTHORITY TO AMEND UNLESS IN WRITING.** Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**36.NO WAIVER.** 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 requirements, rental due dates, acceleration, liens, or other rights isn't a waiver or accord and satisfaction under any circumstances.

**37.NOTICE.** Except when notice or demand is required by this Lease Contract or by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers or representatives constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

- 38.MISCELLANEOUS.**
- A. We have made no representations or warranties, express or implied concerning the Apartment regarding habitability or otherwise, and we deny any express or implied warranties have been made unless required by applicable law.
  - B. Exercising one remedy won't constitute an election or waiver of other remedies.
  - C. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
  - D. All remedies are cumulative.
  - E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

- F. This Lease Contract binds subsequent owners.
- G. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- H. All provisions regarding our non-liability and nonduty apply to our employees, agents, and management companies.
- I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- J. All lease obligations must be performed in the county where the apartment is located.
- K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

**39.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 AND IN THE EVENT WE BRING SUCH ACTION IN A SMALL CLAIMS COURT OF THE TOWNSHIP OR COUNTY IN WHICH THE APARTMENT IS LOCATED, RESIDENT CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE SMALL CLAIMS COURT OF THE TOWNSHIP OR COUNTY IN WHICH THE APARTMENT IS LOCATED. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY SEEK THE LEGAL COUNSEL OF AN ATTORNEY CONCERNING THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE CONTRACT. THIS WAIVER SHALL APPLY TO ANY CLAIMS BROUGHT AGAINST OR BY OWNER AND/OR OWNER'S AGENTS, SUBSIDIARIES AND AFFILIATES.

You agree to accept electronic notification of service at the following electronic mail address for any and all judicial actions that may be brought by us against you to enforce or otherwise interpret the terms of the Lease Contract: (insert email address)

kbarnes1968@outlook.com  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



- 40.CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.
- 41.OBLIGATION TO VACATE.** Resident shall vacate the Premises and remove all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.
- 42.FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

- 43.PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.
- 44.ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

- 45.MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If your new written notice does not comply with the time requirements of Paragraph 3 (Lease Term) you will be responsible for an additional month's rent at the then current rental rate for your premises. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover resident and we will have all remedies available under this Lease Contract, including indemnification rights as provided in Paragraph 33 (Default by Resident) and you shall be responsible for an additional month's rent at the then current rental rate for your premises.
- 46.MOVE-OUT PROCEDURES.** The move-out date can't be changed unless you and we both agree in writing. You shall not move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent under paragraph 33 (Default by Resident). You're prohibited from applying any security deposit to the last payment of rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 45-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- 47.CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 48.MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by our representative are subject to owner's correction, modification, or disapproval before final refunding or accounting.
- 49.DEDUCTIONS AND OTHER CHARGES.** Upon move out you'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers,

scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the Apartment and is missing; replacing dead or missing smoke detector batteries; charges for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have violated paragraph 33 (Default by Resident). While you will remain liable for these items, the security deposit shall only be applied to those items listed in paragraph 4 (Security Deposit).

- 50.DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.**  
**Deposit Return and Forwarding Address.** You are required to provide us written notice of your forwarding address, upon expiration or termination of this Lease Contract. We'll mail to you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions together with a check or money order for the difference between the damages claimed and the amount of the security deposit no later than 45 days after termination of occupancy, unless statutes provide otherwise, provided you have given us a forwarding address, in writing.

You have terminated occupancy of the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

Your surrender and our acceptance of the Apartment, abandonment, and judicial eviction end 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. Your surrender and our acceptance, abandonment, and judicial eviction affect your rights to property left in the apartment (Paragraph 13 - Property Left in Apartment), but do not affect our mitigation obligations (Paragraph 33 - Default by Resident).

Severability, Originals and Attachments, and Signatures

51. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

52. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.  
Read it carefully before signing.

Name and address of locator service (if applicable)  
None

Date form is filled out (same as on top of page 1)  
04/13/2023

Resident or Residents (all sign below)

Kimberly A Barnes	04/13/2023
Resident	Date
Resident	Date
Resident	Date
Resident	Date
Resident	Date
Resident	Date

Owner or Owner's Representative (signing on behalf of owner)

By: Kristin Webster

Title: Date: 04/13/2023

Address and phone number of owner's representative for notice purposes

101 Shamrock Circle

1075 Broad Ripple Avenue #350  
(765) 778-1177

THE PERSON (INDIVIDUAL, CORPORATION, OR OTHER LEGAL ENTITY) RESIDING IN INDIANA AUTHORIZED TO MANAGE THE APARTMENT IS:

Name: BAM Management LLC

Address: 1075 Broad Ripple Avenue #350  
Indianapolis IN 46220

THE PERSON (INDIVIDUAL, CORPORATION, OR OTHER LEGAL ENTITY) RESIDING IN INDIANA AND REASONABLY ACCESSIBLE TO YOU WHO IS AUTHORIZED TO ACT AS AGENT FOR US FOR THE PURPOSES OF SERVICE OF PROCESS AND FOR RECEIVING AND RECEIPTING FOR NOTICES AND DEMANDS IS:

Name: BAM Management LLC

Address: 1075 Broad Ripple Avenue #350  
Indianapolis IN 46220

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) Upon the expiration of the initial term of the Lease Contract and in the event the Lease Contract is automatically renewed in accordance with paragraph 3 of the Lease Contract, without a new Lease Contract and terms executed, the rent due and payable each month pursuant to the first sentence of paragraph 6 of the Lease Contract shall be the sum of (i) the market rent charged to new tenants of the apartment community in which the premises are located (as determined by the property manager in its sole discretion), plus (ii) \$200.00 (the "Month-to-Month Rent"). In the event that (a) the initial term of the Lease Contract expires on a date that is not the first day of the month, and (b) the Lease Contract is renewed in accordance with paragraph 3 of the Lease Contract, then Month-to-Month Rent shall be pro-rated for the remainder of the month in which the initial term of the Lease Contract expired. Paragraph 31. Replacements and Subletting. 2. Administrative Fee of \$150.00 is per occurrence. The Non-Refundable Transfer Fee of \$650.00 is the cost to relocate to a different unit located at an address other than the one specified in paragraph 1. Replacement costs quoted are per device i.e. rekeying fee, remote/lock/fob/card.



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as “Lease Contract” or “Lease”) dated April 13, 2023 between Hamilton Station Apartments

(“We” and/or “we” and/or “us”) and Kimberly Barnes

“You” and/or “you”) of Apt. No. 755 located at 755 Dublin Drive

(street address) in Pendleton, IN 46064

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Disclosure and Owner Distribution of Water and Sewage Disposal Service Addendum, if applicable, that Disclosure and Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your apartment will be paid by you either:

- ☐ directly to the utility service provider; or  
☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 3  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☒ 3rd party billing company if applicable \_\_\_\_\_

b) **Sewer** service to your apartment will be paid by you either:

- ☐ directly to the utility service provider; or  
☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 3  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☒ 3rd party billing company if applicable \_\_\_\_\_

c) **Gas** service to your apartment will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

d) **Trash** service to your apartment will be paid by you either:

- ☐ directly to the utility service provider; or  
☒ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 4  
☒ If flat rate is selected, the current flat rate is \$ 30.00 per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

e) **Electric** service to your apartment will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

f) **Stormwater** service to your apartment will be paid by you either:

- ☐ directly to the utility service provider; or  
☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

g) **Cable TV** service to your apartment will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

h) **Master Antenna** service to your apartment will be paid by you either:

- ☐ directly to the utility service provider; or  
☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

i) **Internet** service to your apartment will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

j) **Pest Control** service to your apartment will be paid by you either:

- ☐ directly to the utility service provider; or  
☒ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: 4  
☒ If flat rate is selected, the current flat rate is \$ 7.00 per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

- k) (Other) \_\_\_\_\_ service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_

☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.

☐ 3rd party billing company if applicable \_\_\_\_\_
- l) (Other) \_\_\_\_\_ service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_

☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.

☐ 3rd party billing company if applicable \_\_\_\_\_

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your apartment
- "6" - Allocation based on the number of persons residing in your apartment using a ratio occupancy formula
- "7" - Allocation based on square footage of your apartment
- "8" - Allocation based on a combination of square footage of your apartment and the number of persons residing in your apartment
- "9" - Allocation based on the number of bedrooms in your apartment
- "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within \_\_\_\_\_ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$	<u>35.00</u>	(not to exceed \$	<u>50.00</u>	)
Monthly Administrative Billing Fee:	\$	<u>4.00</u>	(not to exceed \$	<u>4.00</u>	)
Late Fee:	\$	<u>0.00</u>	(not to exceed \$	<u>150.00</u>	)
Final Bill Fee:	\$	<u>0.00</u>	(not to exceed \$	<u>5.95</u>	)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 50.00.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12. If you believe you are being charged in violation of this disclosure or if you believe you are being billed in excess of the utility services provided to you as described in this disclosure, you have under Indiana law to file a complaint with the Indiana Utility Regulatory Commission at (317) 232-2712.



13. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

Resident Signature Kimberly A Barnes

Kimberly A Barnes

Date 04/13/2023

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Management *Kristin Webster*

Kristin Webster

Date 04/13/2023



**Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.**

**1. APARTMENT DESCRIPTION.**

Apt. No. 755, 755 Dublin  
Drive  
\_\_\_\_\_  
\_\_\_\_\_  
Pendleton  
(city), Indiana, 46064 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: April 13, 2023  
Owner's name: Hamilton Station Apartments  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Kimberly Barnes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the apartment or personal property in the apartment. You understand that we relied on your representations to us in this Addendum.

**4. INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

**5. ACCESS FOR INSPECTION AND PEST TREATMENT.**

You must allow us and our pest control agents access to the apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the apartment for a bed bug infestation on your own.

**6. NOTIFICATION.** You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the apartment.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**7. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the apartment. Any items you remove from the apartment must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**8. RESPONSIBILITIES.** You shall be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your apartment for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your apartment, you shall be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring apartments to your apartment, you shall be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other apartments. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.



**9. TRANSFERS.** If we allow you to transfer to another apartment in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

**10. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

**Resident or Residents**  
*(All residents must sign)*

*Kimberly A Barnes*

**Owner or Owner’s Representative**  
*(Signs below)*

By: *Kristin Webster*

Title:

**Date of Signing Addendum**

04/13/2023

*You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.*

# BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.





Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your apartment. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. APARTMENT DESCRIPTION.

Apt. No. 755, 755 Dublin  
Drive  
\_\_\_\_\_  
\_\_\_\_\_  
Pendleton  
(city), Indiana, 46064 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: April 13, 2023  
Owner's name: Hamilton Station Apartments  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Kimberly Barnes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a apartment, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your apartment, you must do the following:

- Keep your apartment clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your apartment dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on apartment surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your apartment, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

**If you fail to comply with this Addendum, you can be held responsible for property damage to the apartment and any health problems that may result. We can’t fix problems in your apartment unless we know about them.**

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Resident or Residents**  
*(All residents must sign here)*

*Kimberly A Barnes*

**Owner or Owner’s Representative**  
*(Signs here)*

By *Kristin Webster*

Title:

**Date of Lease Contract**

**April 13, 2023**

**1. APARTMENT DESCRIPTION.**

Apt. No. 755, 755 Dublin  
Drive  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pendleton  
\_\_\_\_\_  
(city), Indiana, 46064 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: April 13, 2023  
Owner's name: Hamilton Station Apartments  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Kimberly Barnes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. **BUY-OUT PROCEDURES.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (check one) ☐ must be the last day of a month or ☒ may be during a month;
- you specify the new termination date in the notice, i.e., the date by which you'll move out;
- you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- you are not in default under the Lease Contract on the new termination date (move-out date);
- you move out on or before the new termination date and do not hold over;
- you pay us a buy-out fee (consideration) of \$ 3080.00; this is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement and is not a penalty but a separate bargained for consideration promised by you to us in exchange for our entering into this Addendum with you. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the buy-out fee is a reasonable estimate of such damages.
- you pay us the amount of any concessions you received when signing the Lease Contract; and
- you comply with any special provisions in paragraph 9 below.

**Resident or Residents**  
(All residents must sign)

Kimberly A Barnes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **WHEN PAYABLE.** The buy-out fee in paragraph 4(f) is due and payable no later than 30 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ 3080.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. **SHOWING APARTMENT TO PROSPECTIVE RESIDENTS.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your apartment to prospective residents and telling them it will be available immediately after your new termination date.

7. **COMPLIANCE ESSENTIAL.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies.

8. **MISCELLANEOUS.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the apartment to a successor resident. We and any successor residents who may be leasing your apartment will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. **SPECIAL PROVISIONS.** Your right of buy-out (check one) ☐ is or ☒ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

The Buy-Out Fee is 2x the monthly rent and  
must be paid before or on the 30th day of  
notice period. The resident shall be in  
default if this payment is not received  
and/or agreement is broken.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(signs below)

By Kristin Webster  
Title: \_\_\_\_\_

**Date of Lease Contract**

April 13, 2023



This addendum is incorporated into the Lease Contract (the “Lease”) identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Hamilton Station Apartments

Resident(s): Kimberly Barnes

Apt. No./Address: #755, 755 Dublin Drive, Pendleton, IN 46064

Lease Date: 04/13/2023

- I. **GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.**  
Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, “Amenities”) located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident’s adherence to the terms of the Lease, this Addendum, and any other Community policies, rules and regulations (“Other Rules”) in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the strictest terms of the Lease, this Addendum, or any Other Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner’s sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to this Addendum and any Other Rules for use of any Amenity at any time with thirty (30) days notice to Resident prior to the effective date of any such changes.
- Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident’s use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.**
- THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)’ OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND ALL OTHER RULES, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term “Owner” shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.**
- II. **POOL.** This Community ☒ **DOES;** ☐ **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
  - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
  - For their safety, Residents should not swim alone.
  - Pool hours are posted at the pool.
  - No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
  - Proper swimming attire is required at all times and a swimsuit “cover up” should be worn to and from the pool.
  - No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
  - Resident(s) must accompany their guests.
  - Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

- III. **FITNESS CENTER.** This Community ☒ **DOES;** ☐ **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
  - The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
  - Resident(s) shall carefully inspect each piece of equipment prior to Resident’s use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
  - Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person’s use that appears to be dangerous or in violation of Management Rules and Policies.
  - Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident’s physician.
  - Resident(s) will keep Fitness Center locked at all times during Resident’s visit to the Fitness Center.
  - Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
  - Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (3) \_\_\_\_\_ (5) \_\_\_\_\_  
(2) \_\_\_\_\_ (4) \_\_\_\_\_ (6) \_\_\_\_\_

IV. **PACKAGE RELEASE.** This Community ☒ **DOES;** ☐ **DOES NOT** accept packages on behalf of Residents.

*For communities that do accept packages on behalf of its Residents:*

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. **BUSINESS CENTER.** This Community ☒ **DOES;** ☐ **DOES NOT** have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or any Other Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a seventy-two (72) hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to this Addendum, and all Other Rules concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 10 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Resident shall be solely responsible to take reasonable measures to prevent and cure the appearance of pests within the apartment (including, but not limited to, roaches, ants, bed bugs, spiders, rodents and other such pests). Resident shall keep the apartment clean and free of all matter that may attract such pests. Resident shall promptly notify Owner, in writing, of the presence of pests. Resident shall be liable to Owner for any damage or injury to person or property sustained by Owner, its agents or employees or by the apartment as a result of Resident's failure to comply with the terms, covenants or conditions of this paragraph. Any pest control fees incurred by Owners will be charged to Resident at the time of treatment and/or service. In addition, unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' apartment several times a year, in Owner's sole discretion and Owner's own cost as needed in Owner's judgment to prevent insect infestation. Owner's own actions to prevent infestation shall in no way relieve Resident of Resident's responsibilities to prevent and cure the appearance of pests within the apartment, as set forth above. Owner will notify Residents in advance of extermination in Residents' apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible to prepare the apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' apartment and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the apartment.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO  
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO  
EXTERMINATION AND THE USE OF INSECTICIDES

- IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. WATER BEDS.** Resident shall not have water beds or other water furniture in the apartment without prior written permission of Owner.
- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on apartment. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
- Charcoal burners and other open-flame cooking devices shall not be operated on  
combustible balconies. LP-gas burners having an LP-gas container shall not be located  
on combustible balconies. Unless your vehicle has been assigned a designated parking  
space, you may legally park in any available space with the exception of designated  
and/or reserved spaces, on a first come, first served basis.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

I have read, understand and agree to comply with the preceding provisions.

<u>Kimberly A Barnes</u>	<u>04/13/2023</u>	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
Owner Representative			
By: <u>Kristin Webster</u>		<u>04/13/2023</u>	
Title: _____		Date _____	



**1. APARTMENT DESCRIPTION.**

Apt. No. 755, 755 Dublin  
Drive  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pendleton  
\_\_\_\_\_  
(city), Indiana, 46064 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: April 13, 2023  
Owner's name: Hamilton Station Apartments  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Kimberly Barnes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. EQUAL HOUSING OPPORTUNITY POLICY.** We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

**4. PURPOSE OF POLICY.** A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual apartment. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

**5. DEFINITIONS.**

**A. Disability.** The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

**B. Reasonable Modifications.** A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of apartments and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

**C. Reasonable Accommodation.** A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a apartment, including public and common areas.

**6. REQUESTS FOR REASONABLE MODIFICATIONS.**

**A. Generally.** If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your apartment or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your apartment.

**B. Reasonable Modification Expenses.** Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

**C. Permission Required, Evaluation of Disability.** If you would like to request a reasonable modification to your apartment or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

**D. Reasonable Assurances.** Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the apartment to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

**E. Restoration Reimbursement.** At the end of your tenancy, you may be responsible to restore the interior of your apartment to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your apartment in excess of ordinary wear and tear.

**F. Alternative Modification.** Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

7. REQUESTS FOR REASONABLE ACCOMMODATIONS.

- A. **Generally.** We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your apartment, and the public and common areas of the premises, and as otherwise required by law.
- B. **Request for Accommodation, Evaluation of Disability.** If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached “Reasonable Accommodation and/or Modification to Rental Unit” form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.
- C. **Alternative Accommodation.** Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

8. **OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

9. **AMENDMENT TO POLICY.** This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

Property Manager  
by writing or calling:  
101 Shamrock Circle, Pendleton IN 46064  
(765) 778-1177  
\_\_\_\_\_  
\_\_\_\_\_

Resident or Residents  
(All resident’s must sign)

Kimberly A Barnes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner’s Representative  
(Signs below)

Kristin Webster  
\_\_\_\_\_

Date of Signing

04/13/2023  
\_\_\_\_\_







## 1. APARTMENT DESCRIPTION.

Apt. No. 755, 755 Dublin  
**Drive**  
 \_\_\_\_\_ (street address) in  
Pendleton  
 (city), Indiana, 46064 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: April 13, 2023  
Owner's name: Hamilton Station Apartments

Residents (*list all residents*):

Kimberly Barnes

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

#### 4. PACKAGE ACCEPTANCE.

**A. Generally.** You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

**B. Limitations.** You understand and agree that we may refuse to accept any package for any reason or no reason at all.

**5. TIME LIMITATION.** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 7 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

**Resident or Residents** *(All residents must sign)*

Kimberly A Barnes

**6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.** As to any package for which we sign

**RISKS AND WAIVER.** As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

**7. SEVERABILITY.** If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form: Packages will only be accepted for registered residents and occupants.

**Owner or Owner's Representative** *(Signs below)*

Kristin Webster

**Date of Signing Addendum**

04/13/2023

### 1. DWELLING UNIT DESCRIPTION.

Unit No. 755, 755 Dublin  
**Drive**  
 \_\_\_\_\_ (street address) in  
Pendleton  
 (city), Indiana, 46064 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: April 13, 2023  
Owner's name: Hamilton Station Apartments

Residents (*list all residents*):

Kimberly Barnes

**3. ARBITRATION CLAUSE.** We agree that any and all claims arising from or relating to this Lease Contract shall be subject to binding arbitration under the Federal Arbitration Act (“FAA”). This includes claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. This includes all claims by or against You, other Residents, Owner, and Owner’s Agents. However, at the election of any party, a court of competent jurisdiction may adjudicate small claims, any request for injunctive relief, and/or any claims for eviction or recovery of possession of the premises, but all other claims will be decided by arbitration under this Lease Contract.

A single Arbitrator shall preside over any arbitration under this Lease Contract and shall render a final, binding decision.

You may choose the American Arbitration Association (“AAA”), JAMS, or other similar arbitration service provider acceptable to us to administer the arbitration. Consistent with the FAA, the Arbitrator shall determine the relevant AAA, JAMS, or other arbitration rules. For AAA and JAMS, these rules can be found at [www.adr.org](http://www.adr.org) and [www.jamsadr.com](http://www.jamsadr.com).

Unless otherwise agreed by the parties, the arbitration shall take place in the county where the relevant Apartment Community is located.

Each party to the arbitration shall pay his, her, or its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules.

**4. CLASS ACTION WAIVER.** The parties waive any right to bring representative claims on behalf of a class of individuals (the “Class Action Waiver”). This Class Action Waiver means that You waive your ability to participate either as a class representative or member of any class action claim(s) against Owner or Owner’s Agents (“us”). While You are not waiving any right(s) to pursue claims against us related to Your tenancy, You hereby agree to file any claim(s) against us in Your individual capacity only, and You may not be a class action plaintiff, class representative, or member in any purported class action lawsuit (“Class Action”). Accordingly, **You expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us in any forum. Any claim that all or any part of the Class Action Waiver is unenforceable, unconscionable, void, or voidable shall be determined by the arbitration service chosen by the parties.**

**YOU UNDERSTAND THAT, WITHOUT THIS ARBITRATION PROVISION AND ITS CLASS ACTION WAIVER, YOU MAY HAVE POSSESSED THE ABILITY TO BE A PARTY TO A CLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY.**

This arbitration provision, and its Class Action Waiver, shall survive the termination or expiration of this Lease Contract.

**5. SEVERABILITY.** This arbitration provision may be severed or modified if necessary, to render it enforceable.

**6. OPT-OUT REQUIREMENT.** You may opt-out of this arbitration provision by providing written notice to the Owner within thirty days of signing this Agreement.

**7. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

[illegible]

### Resident's Acknowledgment

*Kimberly A Barnes*

**Date of Signing**

04/13/2023

---

---

---

---

---

---

### Landlord (or Landlord Agent) Acknowledgment

Kristin Webster

**Date of Signing**

04/13/2023

04/13/2023

DESIGNATION/CHANGE IN  
INDIANA TENANT REPRESENTATIVE ADDENDUM

1. DWELLING UNIT DESCRIPTION.

Unit No. 755, 755 Dublin  
Drive  
\_\_\_\_\_  
\_\_\_\_\_  
Pendleton  
(city), Indiana, 46064 (zip code) (the “Premises”).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: April 13, 2023  
Owner’s name: Hamilton Station Apartments

Residents (list all residents):

Kimberly Barnes

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

If, at any point during the term of this Lease Contract, you become the sole occupant of the Premises, and it becomes necessary for a Tenant Representative, as defined under Indiana Law, to be designated on your behalf because of your death or incapacity, you hereby designate the following individual to serve as your Tenant Representative:

**Tenant 1: Kimberly Barnes**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one): ☐ an initial designation or ☐ an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Tenant 2:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one): ☐ an initial designation or ☐ an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Resident or Residents**  
(All residents must sign)

Kimberly A Barnes

**Tenant 3:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one): ☐ an initial designation or ☐ an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Tenant 4:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one): ☐ an initial designation or ☐ an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Tenant 5:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one): ☐ an initial designation or ☐ an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Tenant 6:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(Telephone Number)

This designation is (check one): ☐ an initial designation or ☐ an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Owner or Owner’s Representative**  
(signs below)

Kristin Webster

**Date of Signing Addendum**

04/13/2023



1. DWELLING UNIT DESCRIPTION.

Unit No. 755, 755 Dublin  
Drive  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pendleton  
\_\_\_\_\_  
(city), Indiana, 46064 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: April 13, 2023  
Owner's name: Hamilton Station Apartments  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents - leaseholders and occupants):  
Kimberly Barnes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupants:  
Nancy Sutton  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

4. ENERGY EFFICIENCY. The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

**Thermostat Settings.** During the winter months, Energy.gov (<https://www.energy.gov/>) recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

**Lighting and Light Bulbs.** Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

**Appliances.** We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

**Conserve Electricity.** Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

5. WATER EFFICIENCY – REQUIREMENTS AND SUGGESTIONS. The following requirements and suggestions will help reduce overall water consumption at the Community.

**Requirements.**

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

**Suggestions.**

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

6. WASTE AND RECYCLING – REQUIREMENTS AND SUGGESTIONS. The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

**Requirements.**

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

**Suggestions.**

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit <https://www.plasticfilmrecycling.org> for additional information.
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.

7. **INDOOR ENVIRONMENT AND WELLNESS.** The following are guidelines which promote the quality of the indoor environment and wellness:

- This Community ☒ is ☐ is not a smoke-free environment. If the Community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the Community, at any time. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information.
- Owner provides common area cleaning using only products that have the Green Cleaning® seal or a similar green certification. Owner recommends that Residents also use like products in the cleaning of their units.

8. **SEVERABILITY.** If any provision of this Addendum to the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum to the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum to the Lease Contract while preserving the intent of the parties.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents  
(All residents must sign)

Kimberly A Barnes

Owner or Owner’s Representative  
(signs below)

Kristin Webster

Date of Signing Addendum

04/13/2023



**1. APARTMENT DESCRIPTION.**

Apt. No. 755, 755 Dublin  
Drive  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pendleton  
\_\_\_\_\_  
(city), Indiana, 46064 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: April 13, 2023  
Owner's name: Hamilton Station Apartments  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Kimberly Barnes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract ("Lease") for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** The Indiana Fair Housing Act allows the Owner to rent the apartment on the basis of a reasonable occupancy standard. An occupancy standard is presumed reasonable if:

- (1) it permits two (2) individuals per bedroom; and
- (2) the Owner:
  - (A) does not include infants less than one (1) year of age in the individuals per bedroom count under subdivision (1); and
  - (B) increases the number of individuals per apartment by considering whether the configuration of an apartment includes a:
    - (i) den;
    - (ii) library;
    - (iii) finished basement; or
    - (iv) loft;that could reasonably be used as a sleeping area, unless doing so would violate applicable state and local codes, including fire codes.

- (c) The Owner is not required to consider a kitchen, dining room, living room, bathroom, hallway, or closet as a sleeping area.

**4. OCCUPANCY STANDARD.** Owner hereby adopts as Owner's Occupancy Standard the occupancy standard deemed presumed reasonable under the Indiana residential landlord tenant statute as set forth in paragraph 3 of this Addendum and that occupancy standard is hereby incorporated into and made part of this Addendum.

**5. REQUESTS FOR REASONABLE ACCOMMODATIONS.**

**A. Generally.** We will make reasonable accommodations in our Occupancy Standard to the extent that such accommodations may be necessary to give you an equal opportunity to use and enjoy your apartment and the public and common use areas at the property.

**B. Request for Accommodation.** If you, or someone acting on your behalf, would like a reasonable accommodation, please submit a request to us using our "Request for Reasonable Accommodation" form. If you would like assistance filling out this form please let us know and we will be glad to provide assistance. We will need to know what accommodation is being sought. In addition, if the accommodation is for a disability that is not obvious, we may ask for information that is necessary to evaluate the disability-related need for the accommodation. We will only request information that is necessary for us to evaluate your request, and we will keep all information you provide confidential.

**6. OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation from our Occupancy Standard as promptly as possible. If we deny your request for a reasonable accommodation, we will explain in writing the reason for our denial and we will discuss with you whether there are other accommodations that we could provide that would meet your needs.

If you have any questions about this policy, you should contact:

Property Manager

by writing to:

101 Shamrock Circle, Pendleton IN 46064  
\_\_\_\_\_  
\_\_\_\_\_

**Resident or Residents**  
(All residents must sign)

Kimberly A Barnes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(signs below)

Kristin Webster  
\_\_\_\_\_

**Date of Signing Addendum**

04/13/2023  
\_\_\_\_\_





**Resident or Residents**  
*(All residents must sign here)*

*Kimberly A Barnes*

---

---

---

---

---

---

**Owner or Owner’s Representative**  
*(Signs below)*

*Kristin Webster*

---

**Date of Signing Addendum**

---

04/13/2023

**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

<b>TENANT</b> Kimberly Barnes	<b>LANDLORD</b> Hamilton Station Apartments	<b>UNIT NO. &amp; ADDRESS</b> 755 Dublin Drive #755, Pendleton, IN 46064
----------------------------------	--	--

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is 06/16/2023. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

Kimberly A Barnes  
Tenant

04/13/2023  
Date

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Kristin Webster  
Landlord

04/13/2023  
Date





## NO-SMOKING ADDENDUM

Date: April 13, 2023  
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

**1. APARTMENT DESCRIPTION.**

Apt. No. 755, 755 Dublin  
Drive  
\_\_\_\_\_  
\_\_\_\_\_  
Pendleton  
(city), Indiana, 46064 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: April 13, 2023  
Owner's name: Hamilton Station Apartments  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Kimberly Barnes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.**

All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the

enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any apartment or building is also prohibited by this Addendum and other provisions of the Lease Contract.

**5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.**

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least \_\_\_\_\_ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your apartment ☐ is ☒ is not permitted.

The following outside areas of the community may be used for smoking: Hamilton Station is a smoke-free community and all forms and use of tobacco products are strictly prohibited within the community.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

All state and local laws and ordinances regarding smoking must be followed by you and your occupants, family, guests and invitees. Please be aware that such laws and ordinances may vary by county and city.

**6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.**

You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke free apartment community.

**7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.**

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

**8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.**

We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of

the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the apartment.

**9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

**10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community’s no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

**11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

**12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Resident or Residents**  
*(All residents must sign here)*

*Kimberly A Barnes*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Owner or Owner’s Representative**  
*(Sign here)*

By: *Kristin Webster*

Title: \_\_\_\_\_



# E-SIGNATURE CERTIFICATE

This certificate details the actions recorded during the signing of this Document.



## DOCUMENT INFORMATION

Status	Signed
Document ID	368488933
Submitted	04/13/23
Total Pages	35
Forms Included	Apartment Lease Form, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Lease Contract Buy-Out Agreement, Community Policies, Rules, & Regulations, Reasonable Modifications and Accommodations Policy, Crime/Drug Free Housing Addendum, Package Acceptance Addendum, Arbitration Agreement, Designation/Change in Indiana Tenant Representative Addendum, Sustainable Living Addendum, Occupancy Standard, Photo, Video, and Statement Release Addendum, Violence Against Women Act Lease Addendum, Renter's or Liability Insurance Addendum, No-Smoking Addendum

## PARTIES

### Kimberly A Barnes

signer key: f9932d4daa5ecaed9f0d7046967cd84a  
IP address: 68.44.83.120  
signing method: Blue Moon eSignature Services  
authentication method: eSignature by email kbarnes1968@outlook.com  
browser: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/112.0.0.0 Safari/537.36 Edg/112.0.1722.39

*Kimberly A Barnes*

### Kristin Webster

signer key: e1e9fb0f385ee2cee682c492ed1e37ef  
IP address: 3.135.94.223  
signing method: Blue Moon eSignature Services  
authentication method: eSignature by email HamiltonStation@BarrattAssetManagement.com

*Kristin Webster*

## DOCUMENT AUDIT

1	04/13/23 04:29:28 PM CDT	Kimberly A Barnes accepted Consumer Disclosure
2	04/13/23 04:31:39 PM CDT	Kimberly A Barnes signed Apartment Lease Form
3	04/13/23 04:33:41 PM CDT	Kimberly A Barnes signed Apartment Lease Form
4	04/13/23 04:33:44 PM CDT	Kimberly A Barnes dated Apartment Lease Form
5	04/13/23 04:35:20 PM CDT	Kimberly A Barnes signed All-In-One Utility Addendum
6	04/13/23 04:35:22 PM CDT	Kimberly A Barnes dated All-In-One Utility Addendum
7	04/13/23 04:35:39 PM CDT	Kimberly A Barnes signed Bed Bug Addendum
8	04/13/23 04:36:04 PM CDT	Kimberly A Barnes signed Mold Information and Prevention Addendum
9	04/13/23 04:40:22 PM CDT	Kimberly A Barnes signed Lease Contract Buy-Out Agreement
10	04/13/23 04:40:38 PM CDT	Kimberly A Barnes signed Community Policies, Rules, & Regulations
11	04/13/23 04:40:41 PM CDT	Kimberly A Barnes dated Community Policies, Rules, & Regulations
12	04/13/23 04:41:02 PM CDT	Kimberly A Barnes signed Reasonable Modifications and Accommodations Policy
13	04/13/23 04:41:26 PM CDT	Kimberly A Barnes signed Crime/Drug Free Housing Addendum
14	04/13/23 04:41:29 PM CDT	Kimberly A Barnes dated Crime/Drug Free Housing Addendum

DOCUMENT AUDIT CONTINUED

15	04/13/23 04:41:46 PM CDT	Kimberly A Barnes signed Package Acceptance Addendum
16	04/13/23 04:42:17 PM CDT	Kimberly A Barnes signed Arbitration Agreement
17	04/13/23 04:42:22 PM CDT	Kimberly A Barnes dated Arbitration Agreement
18	04/13/23 04:42:43 PM CDT	Kimberly A Barnes signed Designation/Change in Indiana Tenant Representative Addendum
19	04/13/23 04:42:54 PM CDT	Kimberly A Barnes signed Sustainable Living Addendum
20	04/13/23 04:43:06 PM CDT	Kimberly A Barnes signed Occupancy Standard
21	04/13/23 04:43:17 PM CDT	Kimberly A Barnes signed Photo, Video, and Statement Release Addendum
22	04/13/23 04:43:34 PM CDT	Kimberly A Barnes signed Violence Against Women Act Lease Addendum
23	04/13/23 04:43:36 PM CDT	Kimberly A Barnes dated Violence Against Women Act Lease Addendum
24	04/13/23 04:43:49 PM CDT	Kimberly A Barnes signed Renter's or Liability Insurance Addendum
25	04/13/23 04:44:37 PM CDT	Kimberly A Barnes signed No-Smoking Addendum
26	04/13/23 04:52:37 PM CDT	Kimberly A Barnes submitted signed documents
27	04/13/23 04:55:22 PM CDT	Kristin Webster signed Apartment Lease Form
28	04/13/23 04:55:22 PM CDT	Kristin Webster signed Apartment Lease Form
29	04/13/23 04:55:22 PM CDT	Kristin Webster dated Apartment Lease Form
30	04/13/23 04:55:22 PM CDT	Kristin Webster signed All-In-One Utility Addendum
31	04/13/23 04:55:22 PM CDT	Kristin Webster dated All-In-One Utility Addendum
32	04/13/23 04:55:22 PM CDT	Kristin Webster signed Bed Bug Addendum
33	04/13/23 04:55:22 PM CDT	Kristin Webster dated Bed Bug Addendum
34	04/13/23 04:55:22 PM CDT	Kristin Webster dated Bed Bug Addendum
35	04/13/23 04:55:22 PM CDT	Kristin Webster signed Mold Information and Prevention Addendum
36	04/13/23 04:55:22 PM CDT	Kristin Webster signed Mold Information and Prevention Addendum
37	04/13/23 04:55:22 PM CDT	Kristin Webster signed Lease Contract Buy-Out Agreement
38	04/13/23 04:55:22 PM CDT	Kristin Webster signed Lease Contract Buy-Out Agreement
39	04/13/23 04:55:22 PM CDT	Kristin Webster signed Community Policies, Rules, & Regulations
40	04/13/23 04:55:22 PM CDT	Kristin Webster dated Community Policies, Rules, & Regulations
41	04/13/23 04:55:22 PM CDT	Kristin Webster dated Community Policies, Rules, & Regulations
42	04/13/23 04:55:22 PM CDT	Kristin Webster signed Reasonable Modifications and Accommodations Policy
43	04/13/23 04:55:22 PM CDT	Kristin Webster dated Reasonable Modifications and Accommodations Policy
44	04/13/23 04:55:22 PM CDT	Kristin Webster signed Crime/Drug Free Housing Addendum
45	04/13/23 04:55:22 PM CDT	Kristin Webster dated Crime/Drug Free Housing Addendum
46	04/13/23 04:55:22 PM CDT	Kristin Webster signed Package Acceptance Addendum
47	04/13/23 04:55:22 PM CDT	Kristin Webster dated Package Acceptance Addendum
48	04/13/23 04:55:22 PM CDT	Kristin Webster signed Arbitration Agreement
49	04/13/23 04:55:22 PM CDT	Kristin Webster dated Arbitration Agreement
50	04/13/23 04:55:22 PM CDT	Kristin Webster signed Designation/Change in Indiana Tenant Representative Addendum
51	04/13/23 04:55:22 PM CDT	Kristin Webster dated Designation/Change in Indiana Tenant Representative Addendum
52	04/13/23 04:55:22 PM CDT	Kristin Webster signed Sustainable Living Addendum
53	04/13/23 04:55:22 PM CDT	Kristin Webster dated Sustainable Living Addendum
54	04/13/23 04:55:22 PM CDT	Kristin Webster signed Occupancy Standard
55	04/13/23 04:55:22 PM CDT	Kristin Webster dated Occupancy Standard
56	04/13/23 04:55:22 PM CDT	Kristin Webster signed Photo, Video, and Statement Release Addendum
57	04/13/23 04:55:22 PM CDT	Kristin Webster dated Photo, Video, and Statement Release Addendum
58	04/13/23 04:55:22 PM CDT	Kristin Webster signed Violence Against Women Act Lease Addendum
59	04/13/23 04:55:22 PM CDT	Kristin Webster dated Violence Against Women Act Lease Addendum
60	04/13/23 04:55:22 PM CDT	Kristin Webster signed Renter's or Liability Insurance Addendum
61	04/13/23 04:55:22 PM CDT	Kristin Webster signed Renter's or Liability Insurance Addendum

DOCUMENT AUDIT CONTINUED

62	04/13/23 04:55:22 PM CDT	Kristin Webster signed No-Smoking Addendum
63	04/13/23 04:55:22 PM CDT	Kristin Webster signed No-Smoking Addendum
64	04/13/23 04:55:22 PM CDT	Kristin Webster submitted signed documents