Crandall Enterprises LLC

CRANDALL ENTERPRISES

100 Executive Drive • Suite C • Lafayette, IN 47905 (765) 807-6683

1. Lease Agreement

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This lease agreement is entered on04/18/2023, by Crandall Enterprises, hereinafter referred to as "LANDLORD," and Eric Lewis, hereinafter referred to as "TENANT".
LANDLORD hereby leases to the TENANT, and TENANT hereby rents from the LANDLORD the following described premises located at
Tenants are jointly and severally liable under this lease.

1.2 RENT

Rent

TENANT shall pay to the LANDLORD rent in monthly installments of:

Rent Income \$900.00 **Total:** \$900.00

_ Dollars (\$) in advance on or before the_1st_ day of each month. If payment is not received after a five (5) day grace period has expired, a \$10 per day penalty shall be paid by tenant retroactive to the original due date. Rent shall be received by the LANDLORD in advance on or before the _1st_ day of each month on the Tenant Portal at www.Crandall-Enterprises.com. If tenants do not make the payment through the portal we will add a \$50 service fee per transaction. A fee of \$50 will be charged for any checks unpaid due to insufficient funds along with any appropriate late charges until payment of rent is received.

Before keys are given, the following amount must be paid:

1.3 SECURITY DEPOSIT

TENANT hereby agrees to pay the sum \$ Dollars (\$) as a security deposit for this lease. Said deposit shall be used by landlord to cover any damages to the premises or the common area of the Landlord, charges for failure to return all apartment and mailbox keys, cleaning costs, unpaid rent, rent due for premature termination of rental agreement by the tenant, utility payments that are the obligation of the tenant, late charges or other charges against the premises. The security deposit shall not limit or relieve tenant from any obligations or liabilities hereunder. If all the covenants and conditions contained herein are complied with by tenant, the deposit shall be refunded 45 days after termination of the lease as long as the tenant provides the landlord with a mail forwarding address upon termination of the lease. Retention of all or part of the security deposit by landlord shall be in addition to any of the other remedies landlord shall not be required to pay interest on such deposit. Under no circumstances may tenant apply the security deposit against the last month's rent.

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



2. Policies and Procedures

2.1 HOLDING OVER

Should Tenant remain in possession of the Leased Premises after expiration of the Lease Term, Tenant shall pay Landlord one hundred dollars for each day during which Tenant retains possession of the Leased Premises after the expiration or termination of the Term of this Lease, such holding over being automatically deemed to be a tenancy at sufferance subject to all of the covenants and obligations hereof (and not a year-to-year or month-to-month tenancy), notwithstanding the receipt by Landlord of less than the full amount owing for any such month or partial month. The provisions of this Paragraph shall not constitute a waiver by Landlord of any re-entry or eviction rights available to Landlord under this Lease or by law, including, without limitation, the right to receive any consequential damages sustained by Landlord in connection with Tenant's retention of possession. Without limiting anything set forth above, Tenant shall indemnify, defend and forever hold harmless Landlord and Landlord's respective officers, partners, members and employees from and against any and all claims, liabilities, actions, losses, damages and expenses (including court costs and attorney's fees) asserted against or sustained by any such party and arising from or by reason of such retention of possession.

2.2 UTILITIES

TENANT shall be responsible for all necessary utility services. Utilities must remain on until the end of the lease. If the utilities are not switched into the tenants name possession of the keys will not be given. If for some reason utilities are turned off due to non payment or disconnection which result in property damage, the TENANT is responsible. All utilities are to be put in the tenant's name prior to move in date, and active in tenant's name at all times during the term of the lease. No lien shall attach to the premises by reason of any utility service. Landlord does not guarantee or warrant that there will be no interruption of utility service. Tenant shall contact the utility service provider in the event of an interruption or service. Tenant shall keep the heat set to a minimum of 60 degrees Fahrenheit. Tenant shall not install or operate any auxiliary heaters which are not furnished by landlord without landlord's written consent. Any utilities that are payable by tenant but not active in tenant's name shall incur a \$75 per month administrative handling fee.

2.25 Vehicles. Tenant's vehicles may only be parked on adjoining streets, the premises' driveway or in a designated parking area. Vehicles may never be parked on grass or dirt surfaces on the premises. Tenant agrees not to park boats, trailers, or recreational vehicles on or about the premises, without first obtaining landlord's written consent.

2.3 USE

- 1. The premises shall be used by the TENANT solely as a residence and for no other purpose, and shall not engage in any illegal activities or in any activities that may cause harm to the property.
- 2. The Premises will be occupied by no more than _Eric Lewis ___ unrelated persons. Occupancy by guests for more than five (5) consecutive days is prohibited without Landlord's express written consent and shall be considered a break of this lease.
- 3. TENANT shall not make or permit any disturbing noise or odors nor shall they interfere with the rights and comforts of their cotenants.
- 4. All trash and garbage shall be placed in trash containers and put out only when the trash and garbage are to be collected. No trash or garbage shall be allowed to accumulate on the premises or its grounds.
- 5. The lease includes parking rights for TENANT.
- 6. TENANT shall not smoke inside premises, must be 15 feet away from the building and dispose of and trash left behind.
- 7. TENANT shall not make alterations to the building or premises without prior written consent of the LANDLORD.
- 8. TENANT shall be responsible for all snow removal from sidewalks and driveways.
- 9. No signs or flags are to visible from the outside of the apartment or house. This includes inside or outside of the building.
- 10. TENANT shall be responsible for all landscape and yard maintenance unless otherwise told by the Landlord.
- 11. TENANT Shall not have any signs, political signs or flags of any kind exposed on the exterior of the building, windows or doors.
- 12. TENANT is not permitted to cut down or destroy any pants on the property without written consent of the Landlord.
- 13. TENANT shall be responsible for cleaning out gutters
- 14. The drive ways, lawns, and parking lots shall not be obstructed by the Tenant, Tenant's family or guests or invitees, nor used by the Tenant nor them for any purpose other than ingress and egress from the premises.
- 15. TENANT shall not store or park tractor trailers, semis, eighteen wheelers, mobile homes, non-plated vehicles, boats, ATV's, trailers, campers, pop-up campers, or anything deemed inappropriate by the landlord on the premises.
- 16. TENANT warrants that the information given to the landlord in the application of the lease is true, and in the event that such information is false, landlord may, at landlord's sole option, terminate this lease.
- 17. TENANT may not place or install a satellite dish on the premises.

2.35 Casualty loss. Landlord is 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. If the premises of the building are substantially damaged by fire, wind, explosion or other cause beyond landlord control then landlord may, at its option, either terminate the lease or repair or restore the premises or building. If the premises are so repaired or restored, the lease shall remain in full force and effect. Tenant's shall proportionately reduce to the extent that the premises are untenantable from time of such casualty until the premises are repaired and restored.

2.4 MAINTENANCE

TENANT agrees that no representation as to condition or repair of premises and no promise to decorate, alter, repair or improve the premises has been made except as to contained in the lease. Tenant has examined the premises and is satisfied with the physical condition of them and accepts them "AS IS." TENANT shall examine premises prior to occupancy and said occupancy shall be evidence of satisfaction with the condition of the premises. TENANT shall maintain the premises and furnishings in a clean and satisfactory condition. TENANT is responsible for costs of damage to the premises caused by the TENANT. If maintenance is called for a repair to be done that was caused by the TENANT, the TENANT will be charged an hourly rate for the repair of \$75 an hour. At the expiration of the lease, the TENANT shall return the premises in the same condition as it was received. TENANT shall notify the LANDLORD of any maintenance problems and allow a reasonable amount of time to correct the problem. If the TENANT undertakes any repairs without prior written consent of the LANDLORD, the LANDLORD shall not be responsible for any costs incurred. In the event of a lockout, the unlock charge will be \$75 cash. The tenant is responsible for a pipe or waterline damage in the event of frozen pipes. It is recommended to keep water slightly dripping in extreme cold. Any water leak not reported, or overuse of water will result in a charge to TENANT. TENANT is responsible for changing the furnace filters as needed. If a repair with the HVAC system is needed and the cause of the repair is due to a dirty furnace filter, TENANT will be responsible for paying for the repair. Removal of any appliances must get written approval from the landlord before they are removed from the premises. In the situation where the premises does not have central air, it is the tenants responsibility to provide their own window AC units. Any changes to the inside and outside of the unit such as but not limited to painting, hanging things on the walls, fire pits, gardens, etc. must receive written permission from the landlord.

- **2.5 Condemnation.** In the event that during the lease term the premises or the building, or any part thereof, or the use, possession, or access thereof, is taken in condemnation proceeding by any right eminent domain or for any public or quasi-public use and the condemnation renders the leased premises unsuitable for use by you, the lease shall terminate and expire on the date when when possession shall be taken by the condemning authorities, and rent and all other charges payable hereunder shall be apportioned and paid in full up to the date of the taking and all prepaid unearned rent shall forthwith be repaid by the landlord to tenant. As of the date of such taking, this lease shall not be deemed terminated and of no further force and effect and neither landlord not tenant shall be liable to the other for any further rent or other charges payable hereunder.
- **2.6 Military Personnel Clause.** Tenant may terminate this lease if tenant enlists or is drafted or commissioned and on active duty in the Armed Forces of the United States. Tenant must give the landlord notice of termination 30 (thirty) days prior to the terminate date. Tenant must provide landlord proof that it qualifies for this limited exception.
- **2.7 Renewal of Lease.** At least 60 days before expiration of the lease, tenants shall give landlord written advance notice of the tenants intent to move out at the expiration of the lease. Move out notices must be given in writing by the tenant and received by landlord no later than 60 calendar days prior to the move out. No notice will be effective for a move out date prior to the end of the lease term. Oral move out notices will not be accepted and will not terminate the lease.
- **2.8 Extermination.** Tenant shall be solely responsible to take reasonable measures to prevent pest appearance within the premises (including but not limited to, roaches, ants, bed bugs, spiders, rodents, fleas, and other such pests). Tenant shall keep premises clean and free of all matter that may attract such pests. Tenant shall promptly notify landlord of any known or suspected infestation or presence in the premises, or in any clothing, furniture, or personal property of any recurring or unexplained bites, stings, irritations, or sore of the skin or body which tenant believes is caused by pests, or any condition or pest believed to be in the leased premise. If tenant discovers any condition or evidence that might indicate the presence of infestation of pests in the premises, landlord has the right to require tenant to temporarily vacate the premises and remove all furniture, clothing and personal belongings in order to perform pest control services. If tenant fails to cooperate, tenant will be in default and the landlord has the right to terminate the right of occupancy and exercise all rights and remedies under the lease. Tenant shall be liable to landlord for any damages or injury to person or property sustained by landlord, its agents or employees as a result of tenants failure to comply with the terms, covenants or conditions of the paragraph. Any pest control fees incurred by landlord as a direct result of the tenant, occupants, or guest negligence will be charged to the tenant at the time of treatment and or service.
- 2.9 Moisture. Tenant shall be solely responsible to take reasonable measures to prevent and cure the appearance of mold in the premises. Tenant shall clean and dust the leased premises regularly, and shall keep the leased premises, particularly the kitchen and bath clean. Tenant shall remove all visible moisture accumulations in or on the premises, including walls, windows, floors, ceilings, bathroom fixtures, mop up spills and thoroughly dry affected areas as soon as possible after any occurrence of moisture. Tenant will use all exhaust fans appropriately when necessary, and keep the climate and moisture in the premises at reasonable levels. Tenant will promptly notify the landlord in writing of the presence of any water leak, excessive moisture, or standing water in the premises (including any condition in the common area,) mold growth in or on the premises, and any malfunction of the heating and air conditioning or ventilation system to the premises. Tenant shall be liable to landlord for any damage or injury to person or property sustained by the landlord, its agents, or employees or by the premises as a result of tenants failure to comply with the terms, covenants, or conditions of this paragraph. Violation of this section shall be deemed a material violation under the terms of the lease and the landlord shall be entitled to exercise all rights and remedies it possess against tenant at law or equity.

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



3. Responsibilties

3.1 LANDLORD'S NON-LIABILITY

LANDLORD shall not be liable to the tenant or tenant's family, employees, guests, invitees, for personal injury or for loss or damage to any property. LANDLORD reserves the right to pre-lease all properties until a new lease is fully executed.

Tenant shall indemnify and hold harmless Landlord from any liability for injury to tenant, his/her employees, guests or invitee, or for loss or damage to property. This includes but not limited to that arising from theft, vandalism or casualty, occurring upon the leased premises or in other areas common thereto; except, for such damage or injury solely and proximately caused by the gross negligence of landlord.

Tenant grants landlord a lien upon all personal property tenant keeps or uses in the premises during the time of the lease to secure payment to the landlord for all amounts including attorney fees and costs which may be at any time due landlord. Landlord may resort to any remedy at law or equity in order to enforce right to payment for the security granted by this lien.

3.15 Delivery of Possession Landlord shall not be liable to resident for any injury or damage from the failure to timely delivery possession of the premises, other than to the extent of an abatement of rent from the date of commencement of the lease to the date possession is delivered to tenant on a pro-rata basis of the term rent as set forth herein.

3.2 INSURANCE

Landlord is not responsible for damages to tenant's personal possessions. Therefore, the landlord strongly suggests that the tenant secure renter's insurance for the tenants own protection. Tenant understand that landlord does not insure tenant's personal property from damages caused by the tenant, tenant's visitors or any other party.

3.3 PETS

TENANT agrees that no pets will be kept on the premises without prior consent of the LANDLORD. If a pet is found on the property without approval, LANDLORD will charge a \$50 (fifty dollar) fee each day the pet is there without approval. In the event that the LANDLORD has approved a pet, an additional Thirty-Five Dollars (\$35.00) per month charge shall be added to the regular monthly rent and a non-refundable pet fee of \$300. No pet shall be allowed to cause damage to the premises. TENANT shall keep grounds reasonably free of pet excrement. For every waste that is not cleaned up we will charge \$25.00. Once a pet(s) has/have been added to the lease it is unable to be removed from the lease until the lease renewal.

Landlord will authorize a service animal or emotional support animal with a a written statement from a qualified professional or health service provider, verifying the need for the service or emotional support animal. Landlord shall not charge for any service or emotional support animal.

3.4 LOCKS

TENANT shall not change locks on the premises without prior consent of the LANDLORD. In the event that consent is given by the LANDLORD, the TENANT shall furnish, at their own expense, a duplicate set of keys for the LANDLORD.

3.5 ENTRY RIGHTS

LANDLORD reserves the right to enter the premises at all reasonable hours for the purpose of inspection, repairs, and alterations or to show prospective future tenants with notice. If a tenant refuses a showing, the tenant is responsible for paying a fee of \$250 per showing.

3.6 ASSIGNMENT

This lease shall not be assigned, nor the premises subleased without the written consent of the LANDLORD. The LANDLORD's endorsement of a sublease does not nullify this lease and it continues in effect for the full term and conditions set forth.

Termination rights. Landlord hereby reserves the right to terminate this lease in the event of a sale of the premises at any time during the

term provided; however, landlord must give tenant notice of such intended sale and termination of the lease at least 60 days in advance of the date when possession of the premises must be surrendered by the tenant.

Subordination. This lease and all rights of tenant hereunder are expressly understood and agreed to be subjected and subordinate in all respects to the lien of any present or future mortgage which may be placed upon said apartment developed by landlord/owner or assigns of landlord/owner, and to all and every of the rights thereby acquired by the holder of any such mortgage or mortgages.

3.7 DEFAULT BY TENANT

Upon the failure to pay any installment of rent when due, or late charges, if the tenant abandons the premises, or if tenant shall violate any other term, condition or covenant of this lease, this lease and all rights of tenant shall terminate at the election of landlord without notice to tenant. Landlord may, with out without demand, re-enter and take possession of the premises and tenant shall peacefully surrender thereof to landlord and all rights and interests of tenant to possession and control hereunder shall cease and terminate, but nothing herein contained shall effect landlord's right to the rental for the term herein specified. Upon taking possession hereunder, landlord may, at its election, terminate this lease or re-let said property and tenant shall be liable for and will pay the difference in the rental for the balance of the term and all other sums due under this lease. Landlord may repost any unpaid amounts owed by tenant to credit agencies. The remedies specified herein are cumulative and in addition to any remedies of landlord at law or equity. Upon default or breach by tenant of any obligations imposed by this lease, tenant shall pay all costs and expenses including attorney fees, court costs and filing fees incurred by landlord in connection with its exercised rights or remedies it may have under this lease because of such default.

3.75 **Default by Landlord.** If the Landlord is in default of obligations imposed by this lease, tenant shall notify landlord in writing specifically setting forth the alleged default within ten (10) days of tenant's first knowledge of the default. Providing the default alleged by tenant is valid and providing tenant is current with all rents and all other charges at the time of notification. Landlord shall make a diligent effort to remedy said default within thirty (30) days of receipt of notification.

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



4. Walk Through & Security Deposit

4.1 FINAL WALK THROUGH

ELECTRIC MUST BE ON FOR THE MOVE OUT WALK THOUGH!

All utilities must be on for the move out inspection. If the utilities are not on, the deposit is forfeited. Please understand that when we do a walk through with you it is to help guide you. This walk through is in no way a guarantee you will get all your money back. For obvious reasons we will come back and anything you missed or did not do, you will be charged. Even if WE missed it on the walk through. It is your personal responsibility to have all the personal items and personal dirt out of the unity. Please cooperate and help us make the walk through a positive experience. It is also sometimes helpful for you to explain all parties in the house so they are not on the defensive.

Below is a detailed checklist to help guide you. This is what we use when we walk through. Please have all this done <u>BEFORE</u> your walk through. Unless you have made special arrangements with us, we do not want to come before all the list is complete. Here are a few tips to help you get it to our standards, which were the exact same as when you moved in.

Most commonly missed or uncleaned items!

Stove Pans: Must be in like new/properly clean condition, if not they will be replaced at your cost. So if yours are bad do not waste your time, replace them.

Life top of stove and clean under burners.

Pull out bottom drawer and clean under stove, you may have a panel, lift up on the panel and it will come off.

Refrigerator: Roll it out and clean the floor underneath. Clean sides of fridge. Pull out all shelves/drawers and wash all parts.

<u>Cabinets:</u> There should be no crumbs, hair, grease spots in or on any cabinets or cabinet doors.

Ceiling Fans: Must be clean. No dust on top of the blades.

Windows: Must be clean inside and out.

<u>Bathtubs and Showers:</u> Use "The Works" tub and shower cleaner on all tubs, sinks (including kitchen). We have found this cleaner works the fastest and easiest. Yours should feel like glass, no hard water, soap scum or dullness. The rough surface on the bottom of the tub will come clean with Mr. Clean Eraser, if "The Works" does not get it out. The bottom of the tub should like the walls of the when finished.

Toilets: All parts, base, sides, seat, hinges, top, floor behind, and cabinets (if applicable) must be free of dirt, dust, urine and any other kind of dirt.

<u>Kitchen and bathroom floors:</u> All tile must be cleaned and mopped. If applicable, it is best to use Mean Green and Mr. Clean on the tile. For all other materials, hot soapy ammonia water or whatever your preference will do.

Front Door/Switch plates: The inside and outside of the front door must be smudge and fingerprint free. As well as the switch plates.

Patios/Balcony: Must be swept and free of cigarette butts, bottles and trash.

<u>Carpets and Floors:</u> All flooring must be swept and edges of the carpets must be clean. Make sure the carpet outside your door is swept (if applicable). Also make sure all debris from moving is taken care before leaving.

Garages and yards: Both areas must be free of trash, personal belongings, and dog waste.

Painting & Carpet Cleaning:

You are responsible for the cost of carpet cleaning. We hire professionals to do our carpet cleaning, so if you would like to clean your own carpets it must be up to our standards. Additionally, you are responsible for the cost of painting your apartment or house if it needs painting. If you are a smoker, we will be repainting your house.

COST SCHEDULE FROM SECURITY DEPOSIT

Cleaning Charges:			
Windows cleaning \$100 each	Tile Floors \$75	Vacuum carpet areas \$75 per room	Washer/dryer cleaned \$75
Ceiling Fans \$50 each	Air vents \$50 each	Blinds Cleaned \$50 each / Vertical \$75 each	Trash Removal \$50 a bag
Window Sills \$35 each	Baseboards \$75 each	Tub/ Shower \$20 each	Toilet \$75 each
Mirrors \$50 each	Sink/Counter/Cabinets \$75 each	Flooring \$100	Stove/ Oven \$75
Fridge/ Freezer \$100	Cabinets & Counters \$75	Sink \$45 each	Dishwasher / Microwave\$75
Replacement Charges			
Window Screen Damaged \$75 each	Smoke Alarm \$40 each	Towel Racks \$50 each	Ceiling Fans \$75 each
Doors- Cost \$200 each	Holes in Drywall \$100 per hole	Vertical Blind \$100 each	Light Bulb \$10 each
Screen doors \$200 each	Screen Replacement \$75 each	Toilet paper Holder \$45 each	Blinds \$45 per blind
Closet Rod \$25 each	Keys Returned \$75each	Light Fixtures \$75 each	

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



5. Crime Free Lease Agreement

5.1 CRIME FREE LEASE AGREEMENT

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease. Owner and Resident agree as follows:

Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale

distribution, use or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act 21 S.S.C. 802.)

Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity. Including drug related criminal activity, on or near said premises.

Resident or members of the household <u>will not permit the dwelling unit to be used for, or to facilitate criminal activity</u>, including drug related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.

Resident, any member of the resident's household, or a guest or another person under the resident's control <u>shall not engage in the unlawful manufacturing</u>, <u>selling</u>, <u>using</u>, <u>storing</u>, <u>keeping or giving of a controlled substance</u>, as defined in I.C. 35-48, at any location, whether <u>on or near the dwelling unit premises or otherwise</u>.

Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including prostitution, as defined in I.C. 35-45-4-2, criminal street gang activity as defined in I.C. 35-45-2-I, battery as prohibited in I.C. 35-42-2-1, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenants or involving imminent or actual serious property damage.

<u>VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY</u>. A <u>single</u> violation of any provision of this addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for <u>immediate termination of the lease</u>. Unless otherwise provided by law, proof of violation <u>shall not require criminal conviction</u>, but shall be by a preponderance of the evidence.

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

This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

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



6. After Hours/ Emergencies

6.1 AFTER HOURS/ EMERGENCY CALLS

Crandall Enterprises is pleased to provide our residents with 24 hour Emergency Service. Hopefully, you'll never need this service, but if you do, you will certainly appreciate our trained service staff.

Emergency Service is just that: service we provide to you in the event of a true emergency. We have developed a response procedure for emergencies and other situations that arise during non-business hours. We believe that if you know what to expect from us, you'll be better prepared to deal with an unexpected event.

NOT an after hours emergency.... Lack of AC, hot water, or a clogged drain are not emergencies at 9pm (or 3am). Report them to the office through your portal and they will be reviewed within 8 hours, regardless of the time or day.

Emergencies

No Heat

This is only an emergency in extreme cold weather in winter time and when the heater is not working due to mechanical malfunction. If your gas or electric is shut off for non-payment of your bill, call your electric or gas provider.

No Electricity in your Apartment

Blown fuses are not considered after-hours emergencies. Please familiarize yourself with your fuse panel and/or breakers.

Electrical outage may be considered an emergency ONLY if there is no electricity throughout the unit AND:

- you have called the Electric company and is not at fault
- you have checked all circuit breakers by flipping them hard to the OFF position and then hard to the ON position and have reset any
 and all GFI breakers (these are the little buttons sometimes found on outlets in bathrooms, kitchens, laundry rooms, and garages) OR
 any fuses have been checked and replaced if burned out.

Partial outages do not constitute an emergency. If a wall switch or outlet begins to smoke or smell like it is burning, turn off the switch or

unplug items from the outlet and turn off the circuit breaker or remove the fuse, then report the problem on the tenant portal.

Gas Leaks or "Smell of Gas"

Please contact Center Point at 1-800-227-1376. If you suspect an appliance is leaking gas, turn off the appliance and turn off the gas supply to that appliance (you should be able to find a shut-off handle somewhere on the supply line). And not everything that smells like natural gas, actually is.

Flooding

Please put a request through the tenant portal if there is risk of damage to possessions or the property and you cannot contain the leak. **Turn off the water valve to the broken pipe or to the exterior water main**, if you can locate it, until a contractor arrives. Do everything within your power to contain any leaking or flooding and, if necessary, contact other residents who may be affected by the leak.

Fire

Call 911 first!! Then call us.

Total stoppage of the plumbing drain system

If your plumbing drain system ceases to work, none of your sinks, tubs or toilets will function properly. The stoppage of one toilet or drain when other bathrooms are functional is not an emergency, see below. Any other "Life-Safety" or "Property Protection" issues arising from storm damage or criminal damage to the property.

Not Emergencies

No Hot Water

This may be considered an emergency ONLY if there has been no hot water for an extended period of time: days not hours. In the event of no hot water, and it is not during a contractor's normal business hours, we may be unable to repair the problem in as timely a manner as we would like, so be resourceful in the meantime.

Clogged or Backed Up Toilet

This may be considered an emergency ONLY if there is only one toilet in the unit AND you have made every effort, including plunging, to clear the stoppage yourself. In any case, turn off the valve behind the toilet, shut the lid and clean up any mess – due to health issues Crandall Enterprises representatives will generally not begin work until the area is cleaned up and essentially free of bacterial contaminants.

Noise Complaints or Security Issues

Please contact the Police @ 911. (If the problem is not serious enough to involve the Police, you still may wish to make us aware of it, so we can address the issue properly, by emailing us at crandall-enterprises.com

Air Conditioning

Failure of the AC system is NOT an emergency. Please report the problem on the portal.

Locked Out or any problem involving your lock and/or key

If you lock yourself out of you will need to call a locksmith. Lock-outs are not after hour emergencies. THE LOCK MAY NOT BE CHANGED. If you are locked out during normal office hours, please call the office. The lock out fee is \$75 and must be paid upon unlocking the door.

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



7. Miscellaneous

7.1 COMPLETE AGREEMENT

This lease agreement constitutes the full and complete agreement by and between landlord and tenant and no other agreements or representations have been made. All parties who may occupy the premises, with exception of minor children, shall sign this lease as a tenant. All parties signing the lease as tenant are jointly and severally liable, meaning that each party may be held responsible for the acts or omissions of the other parties signing the lease as tenant or their guests. Time is of the essence of this agreement in all respects. The lease may be executed in counterparts, and may be signed electronically.

7.2 Waiver of Jury Trial. To minimize legal expenses, and to the extent allowed by law, landlord and tenant agree that a trial of any lawsuit based on statute, common law, and/ or related to this lease shall be to a judge and not a jury.

7.3 Force Majeure. Landlord shall be excused from performance of obligations if landlord is prevented from fulfilling such obligations by an

act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrences, which is beyond landlord's control.

- **7.4 Notices.** Any notice or demand provided for herein may be given to the party to be serviced by personal service, or by registered or certified mail address to landlord at its last known address or to tenants at the premises herein leased.
- **7.5 Definitions.** Whenever the word "landlord" is used herein is shall be constructed to include heirs, executors, administrators, successors, assigns or legal representatives of the landlord. The word "tenant" shall include the heirs, executors, administrators, successors, assigns or legal representatives of the tenant, and the word landlord and tenant shall include singular and plural, masculine and feminine, and the individual or business organization.

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

 $\times \frac{\mathcal{ELL}}{\mathcal{E}_{\mathsf{Fric}\,\mathsf{Lewis}}}$

Crandall Enterprises LLC

CRANDALL ENTERPRISES

100 Executive Drive • Suite C • Lafayette, IN 47905 (765) 807-6683

8. SCHUYLER

8.1 SCHUYLER UTILITIES

LANDLORD shall be responsible for all necessary utility services. Utilities must all remain on until the end of the lease. TENANT must report any maintenance problems that could result in increased utility usage. Failure to due so will result in charges to the TENANT.

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

X Eric Lewis

Lessee IP Address: 73.102.248.31

04/18/2023 06:48pm EDT

Crandall Enterprises LLC

CRANDALL ENTERPRISES

100 Executive Drive • Suite C • Lafayette, IN 47905 (765) 807-6683

9. Sign and Accept

9.1 ACCEPTENCE

IN WITNESS WHEREOF, we, LANDLORD and TENANT, have executed this lease on the date first above written.

X Eric Lewis

Lessee IP Address: 73.102.248.31

04/18/2023 06:48pm EDT

X Dave Crandall

Lessor IP Address: 107.77.206.141

04/22/2023 10:52am EDT