

Bender Property Lease

Bloomington, IN 47401

812-339-9730 EX:210 (leave message)

Lease/Application ^{2/28/15} (Rev. 3.28.14 usb)

This agreement made and entered into this 5 day of MAY, 2015 (year),
by and between ZACK Anselm, & Andrew Campbell

hereinafter called "Tenant(s)" and/or "Lessee(s)", and
BENDER Apartment, hereinafter called "Landlord".

Witnesseth, that in consideration of the mutual covenants herein contained and to be performed by each party, the said LANDLORD and LESSEE(s) and/or TENANT(s) each of whom shall bear jointly as well as several liability hereunder, agree as follows:

A. The Landlord hereby demises and the Tenant(s) hereby rents that certain property known #1 836 S. Hendrick Ave Street,
Bloomington, Indiana 47401 (zip) for the term of 11 1/2
(months) beginning 5 August 2015 (date)
and ending 20 July 2016 (date) at the
agreed rental of \$ _____ to be paid in equal monthly
installments of \$ 590⁰⁰. Possession
is subject to current tenants rights.

B. The total rent for both the apartment unit, other expenses (if applicable) and any furnishings (if applicable) in the amount of \$ 590⁰⁰ shall be paid to the LANDLORD at Bender Apartment (name)
2051 West Verne Pike (address)
Bloomington, IN 47404 zip, or at such other address as may hereinafter be designated. Possession is subject to the present Tenant, if any, vacating property.

- C. Premises and furnishings are to be covered by a deposit of \$ 590 .00 to be returned at expiration of lease if premises and unit have not been damaged beyond normal wear, and if rent payments have been received by the date indicated in this contract. The premises and furnishings are to be kept clean. Any necessary cleaning to return unit to good condition will be deducted from the deposit. Should deposit not be sufficient to cover such costs, court proceedings may be initiated. One check for the deposit will be mailed to one tenant at a forwarding address only after all keys are returned to the office of BENDER ENTERPRISES, LLC, 2051 W. Vernal Pike, Bloomington, IN 47404. Occupancy cannot cease until all keys have been returned. Said security deposit shall at no time be considered payment of final rent or otherwise. Tenant(s) shall sign a new lease by February 1 (date) if tenant wishes to retain occupancy after expiration of this lease. The unit will remain available throughout the year to lease to other tenants.

It is further agreed and covenanted by and between the parties hereto as follows:

1. Tenant(s) grants permission for Landlord to secure a credit report and check references. If this application/lease is rejected, the deposits will be returned, the tenant hereby waiving any claim for damages by reason of non-acceptance of this application which the landlord may reject without stating any reason whatsoever for so doing.
2. The tenant(s) understands and agrees that the rent will be due and payable on the FIRST day of each month to Bender Apartments at 2051 W Vernal Pike (address), Bloomington, IN, 47404 (zip). Should rent not have been received by the fifth day of the month, a \$50.00 fee will be added to the rent payment, and must be paid at time rent payment is made. Landlord shall have the absolute right of canceling and terminating this lease should rents become delinquent and past due by the fifth (5th) day of the month. If the rent is five days in default, balance remaining under the contract becomes immediately due and payable. The tenant(s) shall surrender possession of said unit and all furnishings leased within three (3) days after notice of cancellation for non-payment of rent. Such notice may be given verbally, in writing

mailed by United States mail, via e-mail, or delivered to the premises; and such verbal notification, or written notification, by mail, e-mail or delivery to the premises, shall constitute sufficient notice. Eviction proceedings may begin after the fifth (5th) day of the month if any or part of rent is unpaid. A minimum of \$75.00 eviction process fee will be assessed if eviction proceedings begin. Should LANDLORD permit LESSEE(s) to remain on property, an additional \$5 per day (not to be considered any portion of rent payment) will be added to the rent payment, until full rent payment has been received. A \$30.00 fee will be imposed for checks returned for insufficient funds.

3. If the tenant(s) defaults in the performance of any of the covenants of this lease agreement and by reason thereof the landlord employs the services of an attorney to enforce performance of the covenants by the tenant, to evict the tenant, to collect monies due by the tenant, or to perform any service based upon default, then in any of said events, the tenant does agree to pay a reasonable attorney's fee and all expenses and costs incurred by the landlord pertaining thereto and enforcements of any remedy available to the landlord.
4. The tenant(s) SHALL NOT sub-let the property or furnishings or any part thereof, or assign the agreement without the landlord's written consent. Should the landlord agree to sub-letting the unit, a minimum service fee of \$100.00 will be charged to the tenant(s).
5. Any tenant(s) wishing to move from one unit to another within the same complex will be required to pay a \$100.00 transfer fee.
6. The tenant(s) hereby accepts the premises in its present condition except as otherwise hereinafter specified.
7. The tenant(s) hereby agrees that no alterations, additional locks, bolts to the doors or windows, are to be made or added, or paints or stains or nails, screws, tape or glue to the woodwork, walls, floors or furnishings, are to be applied without the written consent of the landlord.

8. The following items are not permitted in or on the property: grills, wind chimes, birdfeeders, birdhouses. If such items are on the property, eviction proceedings may be initiated. A minimum of \$75.00 will be assessed if eviction proceedings begin. Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred by the landlord pertaining thereto and enforcements of any remedy available to the landlord.
9. Furniture is not permitted outdoors, on and around the porch/outdoor area, except as agreed upon in writing and attached to this lease. No other items are permitted on and around the porch/outdoor area. Refrigerators, upholstered furniture, crates, boxes, fans, heaters and fire pits are just some items never permitted outdoors, on or around the porch/outdoor area. If such items are on or around the porch/outdoor area, eviction proceedings may be initiated. A minimum of \$75.00 will be assessed if eviction proceedings begin. Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred by the landlord pertaining thereto and enforcements of any remedy available to the landlord.
10. These units are smoke free. Smoking is not permitted on the property.
11. Tenant(s) shall hold the landlord harmless for any storm, water, or fire damage to his personal property. It shall be the responsibility of the tenant(s) to carry insurance to cover any and all personal property within the premises or within any storage areas that might be provided.
12. Tenant(s) shall permit the landlord or any of his agents to enter the premises during all reasonable hours to examine or to show premises to prospective buyers or tenants, or to make such repairs or alterations deemed necessary.

13. The tenant(s) shall:

- a. Keep the unit and furnishings in a clean condition during occupancy.
- b. Pay for all damages to the premises or to any other tenant or other persons caused by waste, misuse, or neglect by the tenant or his guests.
- c. NOT have dogs, cats or other domestic or nondomestic animals or pets on the premises or in apartments. Occurrence of such unauthorized animal(s) shall give landlord right to take all legal remedies available to him against tenant to cover all damages caused by unauthorized animal(s) and to evict tenant(s).
- d. Be responsible for any stoppage caused to the plumbing and heating/air conditioning or damage to other equipment, appliances, furnishings or fixtures in or on the premises caused by neglect or misuse. Do not flush sanitary products. Proper maintenance procedures must be followed during strong/extreme weather.
- e. Return unit and all furnishings provided by landlord in a clean and sanitary condition at the end of the rental term.
- f. Pay all utility costs and services incurred by him/her.

14. Occupancy shall be restricted to 2 person(s) excepting occasional overnight or weekend guests. Tenant(s) shall use said premises for residential purposes only and shall not permit any illegal or improper usages or any disturbances, noise, or other annoyances detrimental to the reasonable comfort of other tenants of the building or its neighbors.

15. All furnishings, if applicable, shall be kept in the apartment in which they are originally installed by the landlord and may be moved **ONLY** by the landlord. A minimum charge of \$100.00 shall be paid by the lessee(s) for moving in or out apartment furnishings, or any part thereof, from or to a unit.

16. The facilities provided by the landlord and the common areas of the apartment complex exist for the sole and exclusive benefit of the landlord and the tenants. Guests and invitees of the tenant must be personally

accompanied by the tenant when using any of the facilities and common areas of the apartment complexes. Tenant shall indemnify and hold harmless the landlord from any and all damages to the facilities and/or the common areas of the apartment complex caused by the guests and invitees of the tenant.

17. For some units, one and only one, dedicated parking space is provided. Tenant(s) cannot occupy parking spaces of other tenants. Vehicles may be towed. Only street parking is available for other units. Please check with the City of Bloomington for a street parking permit.

18. Landlord shall:

- a. Provide tenant with a rental unit in a clean, sanitary, safe and usable condition.
- b. Make repairs needed to maintain unit and provide maintenance to the general premises surrounding unit.
- c. Respect tenant(s) rights to privacy and lawful, reasonable use of unit without interference.
- d. NOT be responsible for interruption of equipment functions or any services or utilities due to unit, or on premises or for any injury to tenant's person or other persons on or about the premises.

19. Additionally, the furnishings (if applicable) are, and shall at all times, remain the sole and exclusive property of the landlord. Any items left by the tenant(s) in the rental unit or in the common areas as of 12:00 midnight of the last day of the lease are deemed to be abandoned, and will be discarded at the discretion of the landlord.

20. The tenant(s) shall notify the landlord IN WRITING immediately of any loss or damage to the furnishings and if same is caused by other than normal wear and tear, the tenant(s) shall bear the cost of repairing same.

21. All rights of the landlord in this lease agreement and in the leased property may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to the lessee(s). The assignee shall be free from any and all defenses, set-off's or counterclaims which the lessee(s) may be entitled to assert against the landlord.
22. It is expressly understood that this lease is for the dates listed and the holding over of one (1) day shall constitute a full month's rent becoming due and payable. It is agreed that the deposit paid at the signing of the lease is to hold the apartment until the occupancy date stated above. If occupancy is not taken by the lessee(s) on that date, and the landlord is able to re-lease the apartment within five days, the deposit is hereby forfeited by the lessee as liquidated damages. If the apartment is not re-leased within five days, the original lessee(s) will be held liable for the rent in full, along with any necessary attorney fees or costs of collection. If occupancy is taken, the deposit will be converted to the required damage deposit. After occupancy is taken, the only way a lease may be terminated by tenant is for the occupant(s) to sub-lease the apartment, with the approval of the landlord. Move-ins must be made during regular office hours, Monday through Friday. Move-out time is by 12:00 noon the last day of the lease.
23. See the City of Bloomington web site for the most recent HAND rules. Tenants have certain rights and responsibilities. Tenant acknowledges receipt of HAND Dept. City of Bloomington information sheet.
24. Tenant(s) shall notify the landlord IN WRITING immediately of all maintenance problems. Landlord shall have the right to deduct for any damages caused by failure to immediately notify landlord. Repairs made due to the negligence of the tenant will be paid by the tenant at a minimum cost of \$100.00 per repair plus material costs. Should tenant

fail to pay for the repairs, court proceedings may be initiated, with tenant liable for any necessary attorney fees or costs of collection. The lease may be terminated, and deposit may be forfeited.

25. Tenant(s) is/are responsible for snow removal from parking, walk areas and sidewalks. Tenant(s) must leave cold water faucet running slightly when outside temperature is below 32 degrees. Tenant(s) must bear the cost of repairs due to frozen water lines.

26. If at any time during the term of this lease agreement any provision contained herein shall be determined to be invalid or violate any statutory rule or law, then such provision shall become void, but all other terms, conditions and covenants herein contained shall remain in full force and effect.

ADDENDUM to C, PAGE 2

The apartment will remain available for lease year-round.

IN WITNESS WHEREOF, the landlord and tenant(s) and/or lessee(s) have signed and sealed this lease the day and year first above written.

Signature of Tenant (1)

Printed Name, phone number, e-mail of Tenant (1) Please print clearly.

Signature of Tenant (2)

Printed Name, phone number, e-mail of Tenant (2) Please print clearly.

Signature of Landlord:

PaBlu

Send rent payments to:

Bender Apartment

(Address) 2051 West Union Ave

Bloomington, IN 47401 (zip)

Some units have a mail drop, where rent payments may be placed, saving you time and stamp costs. If your unit has a mail drop, it is located _____

_____.

Name, phone number and address to send remaining deposit funds upon vacation of unit. (Deposit will be returned to one address only.)

Andrew Campbell 317-966-4734 campbell10807@live.com

360-86-4495

Name, phone number and address of person(s) to notify in case of emergency:

Zach Anselm 317-544-8348 zanselm@gmail.com

365-15-6146