cleaned condition at the time the Lessee(s) vacate; (8) cost of professionally steam cleaning carpet by a *cleaning company of the Lessor's choosing*; (9) any other expense, cost, or financial obligation by the Lessee that remains unpaid at the conclusion of the lease. Lessee(s) may NOT apply the security deposit against rental payments prior to the conclusion of the lease nor anticipate refund in the event of early move-out. In the event that money is owed after application of the security deposit, these charges will be billed to the Lessee(s). The security deposit shall be returned with an itemized list of deductions, if applicable.

## 3. Damages to premises

Lessee(s) agree to pay for repairs to the unit as well as be responsible for all minor repairs except for damage caused by the Lessor or his agents. Lessor SHALL NOT BE RESPONSIBLE FOR DAMAGE OR LOSS OF LESSEE(S) PERSONAL PROPERTY STORED IN THE PREMISES. Lessor shall contract for all repairs and Lessee(s) are without authority to do so. Lessee(s) agree to waive any and all claims against Lessor for, or on account of, any personal injury sustained, any loss or damage to property caused by fire, water, deluge, overflow or explosion, or loss of any articles by theft from the leased premises. Lessee and Lessor may negotiate from time to time regarding maintenance that can be performed by Lessee in return for rent credit. Such agreements will be documented in writing, and in the event that such an agreement cannot be reached with the full consent of both parties, the Lessor shall contract the repair to an outside party at Lessee(s)' expense.

## 4. Time of Essence

A late fee of \$25 will apply if rent payment is not deposited via Chase Bank quickpay.com to the email address: <a href="mailto:jimorris@indiana.edu">jimorris@indiana.edu</a> or delivered in person to the Lessor, on the first business day of each month (as noted on pg. 1). Starting on the tenth day of the month, an additional \$10 will be added to the late fee each day until all rent and late fees are paid in full. A returned check is considered nonpayment of rent and rent will increase as discussed above and an additional returned check fee will be assessed in the *minimum amount* of \$30.00 per check. Lessee agrees that returned check fees are not disproportionate to Lessor's loss and that they do not constitute an unjust penalty.

## 5. Use and Occupancy

Lessee(s) shall personally use and occupy the leased unit solely for residential purposes (as a private dwelling for themselves and their immediate family). The number of occupants is not to exceed the number of names shown on the lease without prior written consent of the Lessor. Lessee(s) shall use the unit in such a manner as to comply with all local, county, and state laws, and shall not use the unit or permit it to be used for any disorderly or unlawful purpose or in any manner offensive to any other occupant of the building. Any hazards on the property must be reported to Lessor immediately. Lessor is not responsible for interruption of equipment functioning, services, or utilities due to circumstances beyond Lessor's control. Lessee(s) may not park or allow guests to park in areas not designated as Lessee(s) parking without Lessor's consent which may be