



# Jacobson Properties, LLC

Scott Jacobson, Owner

4084 Pendleton Way, #139  
Indianapolis, IN 46226  
(317)752-6174  
www.jacobson-properties.com

1. **LEASE:** This Lease made and executed as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Jacobson Properties, LLC, hereinafter called "Landlord," and \_\_\_\_\_ hereafter called "Tenant." (*All adult occupants must sign this document.*)
2. **LEASED PREMISES:** The Landlord does hereby let and demise to the Tenant, and Tenant leases the premises commonly known as \_\_\_\_\_ ("premises"), which are located in the city of Indianapolis, Marion County, Indiana, together with the following furniture and/or fixtures: refrigerator, range/oven, clothes washer/dryer, dishwasher.
3. **TERM:** This is a one-year lease which shall commence on May 15<sup>th</sup>, 2018 and end on May 13<sup>th</sup>, 2019. The Landlord shall not be liable for failure to deliver possession of the premises on the above specified date, but Tenant's rent shall abate from the date of the commencement of this Lease to the date possession is delivered to Tenant.
4. **RENT:** The Tenant promises to pay to the Landlord as rent the sum of \_\_\_\_\_ Dollars (\$ 00 ), for the whole of the term provided, due and payable as follows:
  - (a) **MONTHLY RENT PAYMENT:** Tenant shall pay \_\_\_\_\_ Dollars (\$ 00 ) on the fifteenth day of each month not later than 5:00 P.M., payable in advance, without relief from valuation or appraisal laws, to the office of the Landlord or his Agent or such other place as the Landlord may from time to time designate.
  - (b) All rent payments shall be paid by check or money order. Cash is not acceptable. If payment is not delivered by hand, then it must be mailed and postmarked on or before the due date.
  - (c) **PERSONAL CHECKS** will not be accepted for payment of rent delinquent more than ten (10) days.
  - (d) **Prorated Rent.** In the event that this Lease shall commence on a day other than the fifteenth day of a month, or in the event that this Lease shall expire on a day other than the fifteenth day of the month, Tenant shall pay to the Landlord prorated rental for such partial month or months at the rate of \$ 00 per calendar day, payable in advance.
5. **LATE CHARGES:** A \$ 50.00 weekly late charge will be added to the rent due in order to compensate landlord for efforts to collect unpaid rent. It is also agreed that a \$ 25.00 charge, plus applicable late fees, will be added to the amount of rent due should any check or money order be returned by the bank for any reason.
6. **EXCESS EXPENSES.** In the event that Tenant shall, by reason of Tenant's use or occupancy, cause the insurance, utilities, or other direct expenses of Landlord to increase above their current or standard level, as reasonably determined by Landlord, Landlord shall have the right to require that Tenant reimburse Landlord for such excesses. In such event, Landlord shall itemize such excesses and invoice Tenant and Tenant shall pay such excess to Landlord not later than the first day of the first month following receipt of such invoice.
7. **SECURITY DEPOSIT:** \$ 00 will be held as security, and not as rental payment, final or otherwise, to ensure that the Tenant complies with all of the terms and conditions of this Lease.
  - (a) Upon termination of this Lease, the security deposit will be returned to Tenant, except for any amount applied for the following purposes:
    - (1) To reimburse Landlord for actual damages to the premises that are not the result of ordinary wear and tear expected in the normal course of habitation of a dwelling;
    - (2) To pay to Landlord all rent in arrearage, all future rent due hereunder, and all rent due for premature termination of this Lease by Tenant; and
    - (3) To reimburse Landlord for utility and sewer charges paid by Landlord but which are the obligations of Tenant under this Lease and are unpaid by Tenant.
  - (b) Provided that Tenant shall have supplied to Landlord in writing a valid mailing address to which to deliver to Tenant any and all notices, Landlord shall mail to Tenant, within twenty-one (21) days after the termination of occupancy of the premises by Tenant, an itemized list of damages claimed by Landlord for which the security deposit may be used by Landlord, including the estimated cost of repair for each damaged item, an adequate amount to cover any unpaid utility bills in the Tenant's name, and any other amounts due under this Lease for which Landlord intends to assess Tenant. In the event that such damages and assessments shall be less than the security deposit, Landlord shall include a check or money order for such difference, payable to Tenant. Landlord hereby advises Tenant and Tenant hereby agrees that in the event Tenant shall have occupied the premises, Landlord shall be entitled to deduct from the security deposit such amounts as shall be reasonably required to reimburse Landlord for a complete cleaning of all carpeting within the premises. Tenant further agrees that Landlord shall have the right to repaint any and all rooms in which Tenant shall have damaged or irreparably marked the walls, including holes created to hang pictures, etc. Tenant agrees that all such cleaning and repainting shall not be deemed to be "ordinary wear and tear" for purposes of this Lease or Indiana law.
  - (c) In the event that Tenant shall not have supplied in writing to Landlord a valid mailing address other than the address of the premises, Landlord shall mail the notice described hereinabove to the address and in care of the person set forth for receipt of notice to Tenant in Section 27 herein below, either by certified mail with return receipt requested or by first class mail marked "Please Forward," or both. Landlord shall only be required to send to Tenant one (1) written itemized list of damages in order for Landlord to be deemed to have satisfied Landlord's requirements under Indiana Law.

- 8. USE OF PREMISES:** The Tenant will occupy and use said premises for a private residence, and for no other purpose whatsoever. The Tenant warrants and certifies that \_\_\_\_\_, and no other persons shall occupy this residence. The Tenant shall not make nor permit any use of the premises which is directly or indirectly forbidden by public law, ordinance, governmental regulation, or other restrictions, nor which is dangerous to life, limb, or property, nor which will or tends to injure the reputation of the premises or the building, nor which will be obnoxious to any other Tenant of the building or residents of the neighborhood.
- 9. TENANT'S DUTIES:** Tenant agrees to meet the following obligations, including, but not limited to:
- (a) All maintenance, repairs, and upkeep of the grounds and building shall be at the sole expense of Tenant, except that Tenant shall not be liable for any cost or expense payable by any Homeowner's Association nor any cost or expense of repair, maintenance, or replacement which is included within Landlord's duties. In the event of a roof leak or other defect in the premises which it is the duty of Landlord to repair, Tenant shall notify Landlord of such leak or defect immediately following its discovery and shall provide Landlord adequate access and opportunity to cure such leaks and defects.
  - (b) Tenant shall bear the cost of replacing all broken glass, including repair of frames and screens in windows and storm doors.
  - (c) Tenant shall bear the cost of minor repairs (\$25.00 or less) which arise during the course of normal property usage.
  - (d) Tenant shall, at its own expense and at all times, keep the premises, including the yard, sidewalk, appliances, and furnishings, in a clean and sanitary condition and shall surrender the same, at termination hereof, in condition as good as when received. Such duties shall include keeping the grass mown to a height of not greater than six (6) inches, keeping all weeds mown, pulled, or eliminated, and removing any and all trash from the yard and all other exterior portions of the premises. All trash shall be kept in covered, sealed, and/or waterproof containers and shall be disposed of through the use of trash disposal services of the municipality or any other reasonable means available to Tenant prior to excessive accumulation thereof.
  - (e) Tenant hereby acknowledges that all drains servicing the unit are open and functional. Tenant shall bear the cost of correcting any drain stoppage problems not reported by Tenant within forty-eight (48) hours after commencement of this Agreement.
  - (f) **Tenant shall be monetarily liable for any drainage issues arising from the placement of foreign objects into the plumbing system.**
  - (g) Tenant shall not keep pools on the grass in the summer filled with water for more than 1 day.
  - (h) Landlord rents this property for the peaceable enjoyment of the tenants to sleep, study, relax, etc. and not as a place to congregate in large numbers to drink and party. Tenants agree that there will be no large parties and that NO KEGS of beer will be brought onto the premises without prior written consent from Landlord. Any keg(s), empty or otherwise, found on any part of the property at any time will result in a \$250 fine and will be considered a breach of the lease contract.
  - (i) Tenant hereby acknowledges that the unit is free and clear of all pests (including, but not limited to, roaches, ants, bees, fleas, mice, rats, etc.) at the time Tenant takes possession. Tenant shall bear the cost of correcting any pest control problems not reported by Tenant prior to accepting possession.
  - (j) Tenant shall agree to bear the cost of curing any damage to the property caused by the Tenant, Tenant's visitors, or any third party. Tenant shall be obligated to protect the premises during the term or extended term of this Agreement, and shall be responsible for damages even if inflicted by others.
  - (k) Tenant shall notify the Landlord of any changes in job status and current work and home phone numbers.
  - (l) Tenant shall at all times comply, and shall cause the premises to remain in compliance, with any and all laws, rules, regulations, and ordinances of the United States of America, State of Indiana, the Consolidated City of Indianapolis, the Health and Hospital Corporation, and any other governmental or quasi-governmental entity, unit, or municipal corporation having jurisdiction over the premises or Tenant's use and occupancy of the premises. Tenant shall promptly report to Landlord the receipt of any orders from any such authority or agency and any inspection by any such authority or agency. In the event that the actions or inactions of Tenant or any other person on the premises, other than Landlord or its agents, shall result in the violation of any such law, rule, regulations, or ordinance, Tenant shall promptly pay any and all fines, penalties, and other amounts which may become due by reason of such violation and hereby agrees to indemnify, hold harmless, and protect and defend Landlord from any liabilities, fines, penalties, attorneys' fees, and/or other costs or expenses which may be incurred by Landlord by reason of the actions or inactions of Tenant.
  - (m) Tenant shall not bring onto the premises any hazardous or dangerous materials or wastes ("Hazardous Materials"), as defined by federal, state, and/or local law, except in such quantities and for such uses as are typical of a law-abiding household. Tenant shall immediately report to Landlord the existence of any Hazardous Materials which are discovered on the premises.
- 10. UTILITIES:** Unless otherwise specified, Tenant shall pay all charges, fees, and/or assessments for utilities, including, but not limited to, gas, oil, coal, electricity, sewage, telephone, sanitary disposal, and trash and garbage removal. Any exceptions shall be set forth in writing. Tenant's liability for such amounts shall not terminate upon termination of this Lease by reason of default by Lessee. Utilities shall include cable television charges.
- (a) The utilities listed above are to be transferred or reconnected in the Tenant's name within 48 hours from this Lease date and maintained in an active status during the term of this Lease. Tenant is responsible for all damages resulting from any utilities not being maintained during the entire term of this Lease or any extension thereof.
  - (b) The Landlord shall have the right to add any past due SEWER CHARGES directly to the rent balance.
  - (c) In the event Landlord is responsible for certain utilities, Landlord reserves the right to be reimbursed for increases in the cost of said utilities due to the use in the premises of appliances not furnished by Landlord.
  - (d) Electrical space heaters, individual "mini" refrigerators, and window air conditioners are prohibited without specific clearance of electrical circuit safety and prior written consent of the Landlord. The premises shall at all times be heated only by its furnace and not by any other means without the prior written consent of Landlord.
  - (e) Damage resulting from the Tenant's appliances will be charged back to the Tenant.
  - (f) The supplied clothes washer and dryer, and dishwasher are considered "bonus" appliances, and as such, in the case that any appliance becomes un-operational, Landlord reserves the right to delay the replacement/servicing of the faulty appliance.
  - (g) The Landlord shall have no liability for any injury or damage whatsoever which may arise or accrue from his failure to furnish cold or hot water, electricity, or heat, regardless of such failure. All claims for such injury or damage being hereby expressly waived by the

Tenant. Landlord shall have no liability for any damage or injury resulting from any utility meter, pit, pipe, wire, device, or usage. Any such liability shall be that of the utility company or the Tenant.

**11. CARE OF PREMISES:** If the Tenant fails to maintain or correct any condition as called for in this Agreement, then the Landlord shall have the right, after giving seven (7) days written notice, to make corrections. Tenant shall pay all charges for labor incurred by Landlord at a rate of \$30.00 per hour or at the customary billing rate as may be set by Landlord, whichever shall be greater. Labor charges shall be assessed for all labor of Landlord or Landlord's agents or employees which shall be incurred by reason of Tenant's failure to comply with this Lease, including repairs which are not ordinary wear and tear, collection efforts, filing of claims, and court appearances. Failure to comply with the provisions in this paragraph shall constitute an immediate default under this Lease without the necessity of written notice by Landlord to Tenant.

**12. HOUSE RULES:** Tenant agrees to abide by any and all reasonable house rules concerning such matters as noise, odors, disposal of refuse, pets, parking, and use of the common area, even if such rules are issued after the date of this Lease. Any house rules which are in effect at the time of the execution of this Lease are attached as an addendum to this document. Any house rules adopted after the execution of this Lease shall be promptly provided to Tenant in writing in accordance with the notice provisions of this Lease. Tenant will also comply with all rules and regulations of the Homeowner's Association, if any. Any breach of these rules and regulations shall be deemed a breach of this Lease.

**13. VEHICLES:**

- (a) Tenant represents that Tenant owns the following vehicle(s) which will be parked at the premises: To Be Determined. No other vehicle shall be regularly parked at the premises. Tenant shall notify Landlord immediately if any of the above vehicles are sold or replaced with other vehicles.
- (b) NO AUTOMOBILES, TRUCKS, TRAILERS, NOR OTHER VEHICLES ARE TO BE DRIVEN OR PARKED ON LAWN AREAS. All vehicles found parked on the lawn areas will be towed immediately, without additional notice, at the Tenant's expense.
- (c) Disabled vehicles and/or vehicle parts shall be towed or removed from the premises after a seven (7) day written notice is given to the Tenant. THE TENANT AGREES TO PAY ALL TOWING AND STORAGE CHARGES TO REDEEM VEHICLE.
- (d) Tenant will be charged \$ 20.00 per occurrence for each violation of the above vehicle restrictions.

**14. PETS:**

- (a) No pets will be brought on the premises, inside or out, without prior written consent of the Landlord. Any animal(s) on the premises shall be the responsibility of the Tenant who accepts full liability for any damages or injury caused by the animal(s) to anyone or to the premises during the term of tenancy.
- (b) The Landlord hereby permits the following pets: NO PETS ALLOWED. No pets may be substituted for the above pets without the prior written consent of Landlord. A \$300.00 pet charge will be required if permission is granted. No outside dog houses, pens, fences, cages, etc., may be erected.

**15. CONDITION OF PREMISES:** The Tenant has examined the premises before signing this Lease and agrees that the premises, building, equipment, fixtures, appliances, and the room or rooms of the building are in good sanitary condition. Prior to accepting possession of the premises, Tenant shall provide Landlord with a list of any noted damage to the unit, equipment, fixtures, or appliances. Possession shall be deemed to be the acceptance of the premises in "as is" condition unless such list is delivered before possession.

**16. WAIVER OF IMPLIED WARRANTY OF HABITABILITY:** LANDLORD HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF HABITABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, WITHOUT LIMITATION. TENANT/GUEST HEREBY ACKNOWLEDGES SUCH DISCLAIMER AND HEREBY WAIVES ANY AND ALL CLAIMS FOR LOSSES OR DAMAGES OF ANY KIND BASED UPON ANY IMPLIED WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES.

All tenants and guests must initial: \_\_\_\_\_

**17. ALTERATIONS AND REPAIRS:**

- (a) Tenant shall not paint, wallpaper, nor otherwise redecorate the premises nor shall additional appliances or special electrical or mechanical equipment be installed or operated without the prior written consent of the Landlord. Tenant shall not install any additional locks nor change existing locks. No signs will be posted on the property by the Tenant. The Landlord will not be obligated in any way to pay, indemnify, nor insure any contractors or other service persons performing at the request of the Tenant and not directly hired by the Landlord. Neither Tenant, nor anyone acting on behalf of or at the direction of Tenant shall do anything to cause a lien, assessment, or any other cloud upon the title to be placed against the premises.
- (b) Landlord shall have the right to make any and all repairs, replacements, and alterations to the interior and exterior of the premises which Landlord deems appropriate. Landlord shall provide Tenant with reasonable notice of such work.

**18. INSURANCE:** The Landlord will insure the building and his property only, not the Tenant's property in or on the premises. The Tenant agrees to insure Tenant's own personal property and liability, if desired, and agrees to make no claim against the Landlord for any loss or damage regardless of whatever causes such loss. Tenant shall provide a certificate of insurance to Landlord prior to possession of the premises by Tenant. Landlord reserves the right to require additional coverage and to require that subrogation shall be waived by Tenant's insurer.

**19. DESTRUCTION OR CONDEMNATION:** In the event the property becomes uninhabitable during the term or extended term of this Lease, due to no fault of the Tenant, Tenant and Landlord shall each have the right to declare this Lease to be terminated as of the date of such uninhabitability, in which event the Landlord shall refund any prepaid rents within ten (10) working days. The Landlord shall not be held accountable or legally obligated to perform any further services or to pay any damages and shall refund all or part of the Security Deposit if the Tenant is entitled thereto under Section 7 hereof.

**20. ENTRY AND INSPECTION:** The Landlord, his assigned agent(s), and/or his employee(s) may enter the premises at any reasonable hour with reasonable notice to inspect, repair, maintain, improve, or show the premises. If service personnel, Landlord, his agents, or his employees are restricted from entrance for any reason (such as, but not limited to, changed locks, pets, entry refused by occupants, etc.), the Tenant will pay a service charge to Landlord based on the prevailing rate for such services. If said entrance restriction occurs during showing of the premises for rental or sale, this charge will be tripled. The Landlord shall have the right to retain and use a pass key to the premises. The Landlord hereby reserves the right to affix "For Rent" and/or "For Sale" signs on the property. The exercise of these rights of the Landlord shall never be deemed an eviction or disturbance of Tenant's peaceable use and possession of the premises and shall never render the Landlord liable in any manner to Tenant or any person(s) in the premises. Upon request received from any law enforcement agency, Landlord may permit entry of representatives

of such agencies for any legitimate and reasonable purpose, and Tenant hereby waives any and all right to object to such entry and any reasonable inspection and waives all claims against Landlord for such entry and inspection.

- 21. HEALTH HAZARDS AND TERMINATION:** Landlord shall have the right, upon notice to Tenant, to enter the premises and test for and remediate any and all potential health hazards which might exist in the premises, including, but not limited to, asbestos, lead (in paint, plumbing, or otherwise), radon, and urea formaldehyde. Landlord shall have the right to terminate this Lease following reasonable notice to Tenant in the event that Landlord, the Health and Hospital Corporation of Marion County, the Indiana Department of Environmental Management, or any other governmental authority or court or administrative body with competent jurisdiction shall determine that an actual or potential health hazard exists in or near the premises and that the health of Tenant or any other occupant of the premises is threatened in any way by such hazard. In the event of such termination, Landlord shall pay the reasonable moving costs of Tenant, shall repay any prepaid rent, shall return all of Tenant's Security Deposit, and shall waive all damages incurred by Landlord for unpaid rent following the date of notice to Tenant of the potential health hazard, and Tenant shall thereupon be deemed to have waived, to the extent permitted by law, any and all claims, known or unknown and actual or contingent, against Landlord for damages based on the existence of such alleged health hazard.
- 22. SMOKE/CARBON MONOXIDE DETECTORS:** Tenant hereby acknowledges that Landlord has installed ( 3 ) functional smoke detectors and/or carbon monoxide detectors in the premises, in accordance with applicable laws and ordinances. At least once each six months Tenant shall test such detectors to insure that they are in operational condition. In the event that one or more of the detectors shall not be in operational condition, Tenant shall immediately advise Landlord in writing and Landlord shall be responsible for immediate installation and/or replacement of each defective detector or battery. Tenant shall not tamper with or remove any detector or battery but shall allow Landlord to perform any and all maintenance of the detectors and replacement of the batteries. Any batteries which shall be removed by Tenant, with or without permission of Landlord, shall be immediately replaced by Tenant at Tenant's sole expense. Under no circumstances shall Tenant render a detector non-operational. Tenant hereby acknowledges that Landlord has a duty to provide to the Marion County Prosecutor any and all evidence of violation of Tenant's statutory duties with respect to maintenance and non-interference with said smoke detectors. Landlord hereby advises Tenant that the smoke and carbon monoxide detectors located within the premises, installed by Landlord, are presently in good operational condition, and Tenant agrees to return possession of the same detectors to Landlord at the end of the term of this Lease unless Landlord shall have replaced such detector(s).
- 23. ALLEGED OR ACTUAL CRIMINAL ACTIVITY.** Tenant shall not commit and shall not permit any person on the Premises to commit any crime, including, but not limited to, the following:
- (a) "Drug Related Criminal Activity," which 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 U.S.C. 802);
  - (b) Intent to facilitate criminal activity; use of the premises for, or for the facilitation of, criminal activity; unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, as defined in Indiana Code Article 35-48, at any location, whether or not at the premises;
  - (c) Engaging in any illegal activity, including, but not limited to, any act defined or described in Indiana Code Sections 35-45-4-2, 35-45-9-1, 35-42-2-1, and 35-45-2-1; and
  - (d) Any breach of this Lease which jeopardizes the health, safety, or welfare of the Landlord, his agent, other Tenants, or any other persons, or involving imminent or actual serious property damage.
- Conviction of any crime shall not be a condition precedent to the declaration of a material event of default by Landlord as a result of the above actions, and Landlord shall be allowed to rely upon evidence presented by the police, Marion County Prosecutor, neighbors, or personal observation to establish by a preponderance of the evidence that one or more of the above enumerated crimes were probably committed on the premises during the term of this Lease. Tenant hereby agrees that a default under this subsection shall not be curable and that Landlord's determination that a crime was probably committed shall be irrebuttable.
- 24. DEFAULTS BY TENANT.** Each of the following shall constitute a material event of default under this Lease:
- (a) Nonpayment of rent, late charges, and any and all other amounts which may become due to the Landlord from the Tenant within five (5) business days following the fifteenth day of the month;
  - (b) Failure of Tenant to perform any duty set forth in this Lease;
  - (c) Any action by Tenant which is prohibited by this Lease;
  - (d) Failure of Tenant to cure any damage to the premises or to take such action or to refrain from taking such action as shall be necessary to cure continuing violations of laws, rules, ordinances, or regulations of governmental authorities or applicable subdivision or condominium governing committees;
  - (e) Abandonment of the premises before the end of the term of this Lease; and
  - (f) Any misrepresentation in this Lease Application or other data executed or provided by a Tenant or Guarantor.
- 25. LANDLORD'S REMEDIES.** Upon the occurrence of any event of default which shall remain uncured, Landlord shall have all rights, powers, and privileges contained in this Lease and at law or in equity, including, but not limited to, the following:
- (a) The right to declare this Lease immediately terminated, to reenter the premises, and to remove Tenant and Tenant's possessions; in such event, Tenant shall peacefully surrender possession of the premises to Landlord; and,
  - (b) The right to recover from Tenant any and all past due and accrued rent, future rent through the end of the current Lease term, and all costs and expenses of returning the premises to good rentable condition and reletting the premises to a satisfactory replacement Tenant; and (**Savings Clause: Eviction of Tenant for a breach of this Lease shall not release Tenant from liability for rent payment for the balance of the term of the lease.** Nylen v. Park Doral Apartments, 535 N.E.2d 178, 181 (Ind.App. 1989), *trans. denied.*),
  - (c) The right to pursue any other remedy now or hereafter available to Landlord under the laws and judicial decisions of the State of Indiana.

Under no circumstance shall Landlord be liable to Tenant for damages to personal property or reputation of Tenant which may be caused by eviction of Tenant following a judicial termination that Landlord is entitled to possession of the premises. Tenant shall be responsible to Landlord and Landlord's agents and judicial officers, if appropriate, for payment of all costs and expenses of eviction and removal and storage of personal property of Tenant or others. In all events, Tenant shall be responsible to Landlord for payment of any or all court costs and fees,

reasonable attorneys' fees, reasonable collection costs, and costs and expenses of litigation and repossession, without limitation, which shall be incurred by Landlord following an event of default by Tenant. Tenant agrees that any third party who moves and/or stores Tenant's possessions shall acquire a warehouseman's lien on those stored possessions and, if they are not timely reclaimed, the warehouseman may sell the subject goods in payment of the storage costs, transfer costs, and all other related fees and costs. The Tenant further agrees to pay \$ 100.00 for each eviction filed, plus an hourly labor charge of \$ 30.00 for processing the eviction, in addition to the above expenses and fees.

In addition to all other charges stated herein, Tenant further agrees to pay interest at the rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) annual percentage rate, in arrears, on any amounts which shall remain due and payable to Landlord more than fifteen (15) days and upon any amounts which shall become due and payable by Tenant to Landlord following an event of default from and after the date such amounts shall become due.

Any and all amounts which shall become due Landlord from Tenant, whether before or after an event of default, shall be deemed to be "rent" and Tenant shall be liable for payment thereof in accordance with this Lease or within five (5) business days following written demand for payment by Landlord, whichever shall occur earlier.

**26. ABANDONMENT:**

- (a) For purposes hereof, "abandonment" of the premises shall include, but not be limited to, the failure of Tenant to personally occupy any part of the premises for any part of a continuous period of ten (10) or more calendar days, during which time there exists one or more other defaults under this Lease. In addition, "abandonment" of personal property shall be deemed to include leaving such property on the premises (i) for a period of more than twenty-four (24) hours after the Tenant shall have vacated or abandoned the premises, (ii) at any time after the Tenant shall have been evicted from the premises, or (iii) at any time after the date set forth by a court of competent jurisdiction in an order for removal of Tenant and/or Tenant's personal property from the premises, whichever shall be earliest. All property which has been abandoned shall be known as "abandoned property."
- (b) In the event of abandonment of the premises or personal property, Landlord shall have the right, but not the duty, in Landlord's sole discretion, to take possession of such abandoned property and cause it to be stored by Landlord at Tenant's sole expense, conveyed to third parties, and/or discarded. During any period in which abandoned property found on the premises shall remain in the premises or otherwise in the possession of the Landlord, Tenant shall pay to Landlord (i) a storage and handling fee of \$30.00 per day (the "Handling Fee") or (ii) such greater amount as shall be reasonably incurred by Landlord in storing, moving, insuring, handling, selling, and protecting such abandoned property and in defending Landlord from claims by Tenant related to the abandoned property, including attorneys' fees and all costs of litigation ("Handling Costs").
- (c) Tenant may not be liable for the Handling Fee if Tenant relinquishes in writing all claims to such abandoned property and authorize its disposal by Landlord, in which case Landlord shall be entitled only to the Handling Costs. In the event that after notice Tenant shall not relinquish all claims to the abandoned property and shall refuse to remove the abandoned property from the premises or Landlord's possession, or in the event the Tenant cannot be found within 10 calendar days with reasonable effort by Landlord, then Landlord shall have the option to elect to deliver the abandoned property to third parties free of any claims by Tenant or to discard all of such abandoned property (retaining none thereof for the use of Landlord). In the event that the proceeds to Landlord from the sale of such abandoned property shall be less than the greater of the Handling Fee or the Handling Costs, Landlord shall have the right to add such shortage to the damages payable by Tenant to Landlord.
- (d) Tenant agrees that any third party who moves and/or stores such abandoned property shall acquire a warehouseman's lien thereon pursuant to Indiana Code Chapter 26-7-6 and, if they are not timely reclaimed, the warehouseman may sell the abandoned property in payment of the storage costs, transfer costs, and all other related fees and costs. To the extent permitted by law, Tenant hereby waives receipt of personal notice that the abandoned property is to be sold by the warehouseman and hereby agrees that the address for notice purposes set forth herein shall be the address for personal service of notice under Indiana Code Section 26-7-8-2(b). Any such warehouseman is herein agreed by the parties to be an intended third party beneficiary of this section 27.

**27. HOLDOVER TENANT.** Nothing contained herein or in this Lease shall be deemed to authorize any holding over of possession by Tenant after the expiration of the original term of this Lease. In the event of an unauthorized holding over by Tenant, the possession of Tenant shall be deemed to be that of a trespasser and the liquidated damages payable by Tenant during such holdover period shall be equal to two hundred percent (200%) of the rent described in this Lease, prorated on a daily basis. In addition, such holdover Tenant shall be liable to Landlord for all expenses, payments, charges, obligations, liabilities, remedies, and duties described in this Lease and shall be deemed to have indemnified Landlord from any and all loss, costs, or other liabilities which Landlord may incur by reason of such holding over, including liability of Landlord to other Tenants who shall have executed a written lease for rental of the premises, marketing expenses, legal fees, court costs, litigation expenses, moving expenses, etc. Tenant shall be responsible to Landlord and Landlord's agents and judicial officers, if appropriate, for payment of all costs and expenses of eviction and the removal and storage of personal property of Tenant. Tenant agrees that any third party who moves and/or stores Tenant's possessions shall acquire a warehouseman's lien on those stored possessions and, if they are not timely reclaimed, the warehouseman may sell the subject goods in payment of the storage costs, transfer costs, and all other related fees and costs.

**28. INDEMNIFICATION AND RELEASE:** Landlord may not be held liable to tenant or Tenant's guest(s) or occupant(s) for any damages or losses to person or property caused by other persons, including theft, burglary, assault, vandalism, or other crimes. Tenant assumes the risk of all personal injury and for all damage to or loss of personal property (furniture, jewelry, clothing, etc.) from fire, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other "acts of God" unless such injury, loss or damage is caused by negligence of Landlord. Tenant hereby indemnifies, agrees to hold harmless Landlord, and agrees to protect and defend Landlord from and against any and all damages, claims, and liabilities arising from or connected with Tenant's control or use of the premises. Tenant's obligations to Landlord shall include any litigation commenced by or against Tenant by a third party who names or joins Landlord in such litigation. This indemnification shall include, without limitation, all of Landlord's costs, fees, and expenses which shall be incurred by Landlord in connection with prosecuting or defending any such claim, action, or proceeding. Tenant does hereby release Landlord from any and all liability for any accident, damage, or injury which may be caused to any person or property, including the property of Tenant, on or about the premises, including any damages which may be caused by bursting or leaking of pipes.

**29. QUIET ENJOYMENT:** Except as set forth in this Lease, Landlord covenants and agrees that if the Tenant shall perform all of the covenants and agreements herein stipulated to be performed on the part of the Tenant, the Tenant shall at all times during the term hereof have the peaceful



and quiet enjoyment and possession of the premises without any manner of hindrance from the Landlord or any person lawfully claiming through the Landlord.

- 30. NOTICES AND MANAGEMENT:** Any notice which Landlord may be required to give may be served in person or by mailing the same, postage prepaid, to Tenant at the premises or such other places as may be designated by Tenant in writing from time to time. Should any terms of this Lease be violated by Tenant, this Lease shall be considered notice of intent to file legal action and no further notice need be served. Tenant is hereby advised that the premises are under the management of Jacobson Properties, LLC, whose address and telephone number are as follows: 4084 Pendleton Way, PMB 139, Indianapolis, IN 46226-5224 (317) 752-6174. Tenant is further advised by Landlord that the person who is authorized to receive service of process and to receive and receipt for notices and demands is Jacobson Properties, LLC, whose address is as follows: 4084 Pendleton Way, PMB 139, Indianapolis, IN 46226-5224. Tenant is hereby requested to correspond directly with the above named persons.
- At the termination of possession of the premises, Tenant shall deliver written notice to Lessor by Certified Mail, with a return receipt requested, of Tenant's forwarding address. In the event that Tenant shall fail to provide written notice to Landlord following such termination, then for purposes of providing notice of default, an itemized list of damages, notice of intent to withhold all or part of the security deposit (if applicable), and service of process following default and vacation of the premises, unless and until Landlord shall have received notice from Tenant by certified mail, return receipt requested, to the contrary and naming a different person to receive notice or indicating a new address to which Landlord is to send notices, the following person and address are herewith designated as the person and address to whom and to which such notices, lists, and summonses shall be sent:

None

In default thereof, Lessor may serve notice and summonses upon the Clerk of the Township Small Claims Court in Marion County, Indiana, which has jurisdiction over Landlord and Tenant disputes involving the leased premises. All other notices and demands authorized or required to be given by Lessor to Lessee hereunder may be hand delivered or mailed to Lessee at the leased premises.

- 31. WAIVER; TRIAL BY JURY; VENUE:** No failure of the Landlord to enforce any provision hereof shall be deemed a waiver, nor shall acceptance of the partial payment of rent be deemed a waiver of the Landlord's right to the full amount thereof. Notwithstanding anything contained herein or at law or in equity to the contrary, Tenant hereby waives any and all claims for losses or damages against Landlord and all of Landlord's agents and employees to the extent that such claims shall exceed the amount of rent described hereinabove for the period commencing on the date of alleged Landlord default and ending upon the date Tenant shall have vacated the premises. Such waiver shall not affect the rights and liabilities of Landlord and Tenant with respect to the Security Deposit. Landlord and Tenant mutually waive their rights to a trial by jury and waive their right to request a trial by jury, regardless of the court or circumstances; and in the event that a party shall request a trial by jury, such party shall be responsible thereafter for the payment of all court costs, attorneys' fees, and litigation expenses of the other party, regardless of the outcome of the litigation. The parties agree that the exclusive venue for all litigation involving this Lease or its enforcement shall be in the courts domiciled in Marion County, Indiana.
- 32. JOINT AND SEVERAL LIABILITY.** All persons executing this Lease as "Tenant" or "Guarantor" expressly acknowledge and agree that they shall be jointly and severally liable for each and every term, provision, covenant, and condition of "Tenant" expressed in this Lease, without limitation. In the event that one or more of the undersigned Tenants shall vacate or abandon the premises and shall thereafter be unwilling or unavailable to execute modifications of this Lease, such individuals shall nevertheless remain jointly and severally liable with the other signatories as Tenant hereto for payment of the rent expressed in this Lease as of this date and for the remainder of the original Lease term and shall remain liable for any and all damages, defects, costs, expenses, and other amounts which may become due and payable to Landlord in accordance with this Lease, notwithstanding that such individual may no longer be in possession of the premises. An individual executing this Lease as Tenant or Guarantor may be released from his or her obligations hereunder only in the following ways:
- (a) Satisfaction in full of all terms, provisions, covenants, and conditions of this Lease, as amended from time to time, by Tenant;
  - (b) Written release thereof by Landlord; or
  - (c) Order from a court of competent jurisdiction releasing such individual from liability.

No release of liability of any Tenant or Guarantor from liability under this Lease shall have the effect of releasing the liability of any other Tenant or Guarantor.

- 33. INTERPRETATION:** In interpreting this Lease, all captions and titles shall be disregarded, and, when applicable, the singular of any word shall mean or apply to the plural, and masculine form shall mean and apply also to feminine and neuter and vice versa.

**34. FURTHER CONDITIONS / IMPORTANT INFORMATION:**

- (1) There is NO SMOKING allowed inside the property. Violation of this could result in Tenant being responsible for cleaning all carpets, repainting walls, etc. as needed to remove the smell of smoke from the premises.
- (2) There will be a \$75 charge for each trip required to the city dump for removal of any trash/boxes/personal items left on the premises at the end of the lease term, in order for the property to be in acceptable condition for incoming tenants.
- (3) There will be a \$100 charge to have all exterior locks re-keyed if all house keys are not left at the end of the lease term.
- (4) There will be a \$50 per screen charge for all window screens missing or damaged at the end of the lease term.
- (5) All tenants must be present for the initial walkthrough at the beginning of the lease, or will otherwise allow his/her housemates to officially accept the house in its present condition at that time, and will not hold Landlord responsible for the condition of the property at a later date.

- 35. LIMITATION OF LANDLORD'S LIABILITY:** The term "Landlord" as used in this Lease, as far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of Landlord's interest in this Lease at the time in question, and in the event of any transfer or transfers of such interest, except a transfer by way of security, Landlord herein named (and in the case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all liability as respects the performance of any covenants or agreements on the part of Landlord contained in this Lease thereafter to be performed, provided that any funds in the hands of such Landlord or the then transferor at the time of such transfer, in which Tenant has an interest, shall be turned over to the transferee and any amount then due and payable to Tenant by Landlord or the then transferor under any provisions of this Lease, shall be paid to Tenant, and provided further that upon any such transfer, the transferee shall be deemed to have assumed, subject to the limitations of this paragraph, all the covenants, agreements, and conditions in this Lease contained to be performed on the part of Landlord, it

being intended hereby that the covenants and agreements of Landlord contained in this Lease shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership. In any event and notwithstanding any other provisions of this Lease, neither Landlord nor any officer, director, agent, partner, beneficiary, trustee, or employee of Landlord or any subsequent owner of the Real Estate shall be personally responsible or liable for the performance or nonperformance of any agreement, covenant, or obligation of Landlord contained in this Lease, and Tenant shall look solely to the premises as the sole asset for the payment and satisfaction of all obligations and liabilities hereunder of Landlord or any subsequent owner of the Real Estate.

**36. WATER BEDS & SPACE HEATERS.** Tenant shall not place or use a waterbed, other liquid-filled furniture, or space heater, whether fueled by electricity, kerosene, gas or other energy source, in the Real Estate.

**37. LEAD-BASED PAINT.** The purpose of this section is to comply with the provisions of 24 C.F.R. Part 35 and 40 C.F.R. Part 745 involving the disclosure of known lead-based paint hazards within rental property constructed prior to 1978.

Lead Warning Statement. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention available at <http://www.epa.gov/lead/pubs/leadpdf.pdf>.

Landlord's Disclosure (please initial)

a. Presence of lead-based paint or lead-based paint hazards (check one below)

\_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

\_\_\_\_\_ Landlord has no knowledge of lead-based paint and /or lead-based paint hazards in the housing.

b. Records and reports are available to Landlord (check one below):

\_\_\_\_\_ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

\_\_\_\_\_ Landlord has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgement (please initial)

\_\_\_\_\_ c. Tenant has received copies of all information listed above.

\_\_\_\_\_ d. Tenant will review the pamphlet "Protect Your Family from Lead in Your Home" available at the website above.

Certificate of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Landlord: Jacobson Properties, LLC

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Federal law requires that this section of the Lease be retained by Landlord and Agent not fewer than three (3) years.

THE UNDERSIGNED HEREBY ACKNOWLEDGE READING, UNDERSTANDING, AND AGREEING TO THE ABOVE. THIS LEASE AGREEMENT CONSTITUTES ALL AGREEMENTS BETWEEN THE LANDLORD AND THE TENANT AND NO ORAL MODIFICATIONS OR AGREEMENTS EXIST. ANY CHANGES IN THE AGREEMENT SHALL BE MADE IN WRITING AND SIGNED BY BOTH THE LANDLORD AND THE TENANT. ALL COVENANTS AND REPRESENTATIONS HEREIN CONTAINED ARE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS OF THE LANDLORD AND THE TENANT.

WITNESS OUR HANDS THIS      DAY OF            2016.

Tenant's Signature	Home Address	Social Security #
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Tenant's Signature	Home Address	Social Security #
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Tenant's Signature	Home Address	Social Security #
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Tenant's Signature	Home Address	Social Security #
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Landlord: Jacobson Properties, LLC

By: \_\_\_\_\_ Date accepted by Landlord \_\_\_\_\_,