

# Campus Rentals

202 N Reserve • Muncie, IN 47303  
(765) 808-6107



## 1. Lease/Rental Agreement

### 1.1 PARTIES AND OCCUPANTS

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In consideration of the agreement of the lessees

<<Tenants (Financially Responsible)>>

known as tenant, the owner, and its agent

C & M Property Management, LLC., hereby rents to the Lessee, the rental unit located at

<<Unit Address>>

City of Muncie, County of Delaware, State of Indiana for the rent upon the terms and conditions as follows:

**JOINT RESPONSIBILITY.** If there are two or more individuals named as lessee above, each individual named as being lessee shall be jointly and severally liable for all the total rent herein provided and for the performance of the terms and conditions within the agreement.

### 1.2 TERM

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The term shall commence on <<Lease Start Date>> and terminate on<<Lease End Date>>

### 1.3 RENT

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Tenant shall pay to landlord without prior demand the minimum annual rent of Annual rent Rent shall be in monthly increments of<<Monthly Rent>> Rent shall be payable on the first (1st) day of each month to C & M Property Management, LLC, online through the bsucampusrentals.com website. C & M Property Management, LLC will accept online payments only through and online tenant portal hosted via Appfolio from each tenant on the lease. Each lessee shall make all rental payments in full. If payments are not paid in full by all tenants, landlord may require one online rental payment at their discretion. Payment or receipt of a rental payment of an amount less than the amount stated in the lease shall be deemed as nothing more than a partial payment on that month's account. Under no circumstance shall a partial payment constitute accord and satisfaction, nor will it cause the forfeit of right to collect balance due on account, despite any endorsement, stipulation, or other statement on any check. Lease terms shorter than a full year are not prorated on a per diem basis.

### 1.4 OWNER'S MANAGER/AGENT

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C & M Property Management, LLC is authorized to act as agents for the owner, to collect and receipt for all rent (and other sums payable to owner under this agreement) and to manage the rental unit, including the right to make declarations on behalf of the Owner, pursuant to property agreement with the Owner.

### 1.5 SECURITY DEPOSIT

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Lessee shall pay to the owner, as a security deposit to be held for the term of this Agreement, the following amount of Security Deposit Total

The Owner expressly reserves all rights and remedies permitted by law for the application for the security deposit in accordance with Lessee obligations hereunder. Lessor reserves the right to videotape or photograph the rental unit for damages at the move-in inspection and at times during the lease to document damages to the unit. Lessee is responsible under Indiana law to provide to the Lessor in writing an address to send the security deposit and itemization of amounts due. In the absence of the Lessee providing such an address, the Lessor may, but is not required to use this address, provided by Lessee at the time of signing the Lease, for return of the security deposit and itemization:

### 1.6 SECURITY DEPOSIT REFUND ADDRESS

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Forwarding address: (Tenant First & Last Name)

Forwarding address: (Address, City, State, Zip)

Lessee may provide Lessor a revised forwarding address prior to move out.

## 1.7 SECURITY DEPOSIT PAYMENTS

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Security Deposit due when the lease is signed Due when the lease is signed.

Security Deposit due at move in Due prior to move in.

## 1.8 SECURITY DEPOSIT (CONTINUED)

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One key will be issued to each Lessee. Replacement keys may be purchased for \$5.00 each. Failure to return all issued bedroom keys on or before termination of lease date will result in a charge of \$75 per bedroom. Failure to return all issued exterior keys on or before termination of lease date will result in a charge of \$100 per exterior lock. Lessee is subject to a charge of \$50.00 for lockout Monday – Friday (8:00 am – 5:00 pm) and \$75 after hours, weekends and holidays. Keyless entry codes can be changed at the tenants request for \$30.00. A copy of the security deposit statement will be returned with the security deposit remainder. Lessee will be billed for the standard maintenance of painting, repairs, and carpet cleaning beyond normal wear and tear. Lessee will be billed for cleaning based upon the cleanliness of the property upon move out. Lessee agrees to forfeit said security deposit if Lessee vacates premises prior to the expiration of the lease. Lessee will be financially responsible for any remaining month's rent including attorney's fees, legal costs, and/or collection fees relative to this purpose. Any and all excessive damages beyond normal wear and tear will be at an additional charge. Lessee shall not have the right to have the security deposit applied to payment of rent. Lessor may hold and commingle such deposit and shall not be required to pay interest thereon.

## 1.9 NSF FOR ONLINE PAYMENTS AND LATE CHARGES

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There is a \$35 charge for online payments returned by AppFolio and stated late fees will also be assessed. A One Time NSF waiver will be issued (per lessee) if the reversed payment is for any reason other than non sufficient funds. This includes payment reversals requested by the lessee. Account balances are due in full on or before the first of the month. If account balances are not paid in by the first, there will be a fee of \$25 for the first day late and \$10 for every day thereafter. Account balances include but are not limited to (rent, utilities, repairs, NSF fees, security deposits, lease processing fees, and pre-existing late fee balances.) Account balances will be viewable via the lessees online tenant portal. All charges due on the 1st of the month will be posted no less than 14 days prior to the 1st.

## 1.10 LEASE PROCESSING

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A \$45 fee, per tenant, is due at the time the lease is signed. This fee is applicable for new leases and renewals.

## 1.11 LEASE MODIFICATIONS

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If a tenant wants to remove a tenant from the lease agreement, add a tenant to the lease agreement, swap tenants on a lease agreement, or anything that will cause the lease to be modified, a one-time processing fee of \$350 per tenant will be charged. All lease modifications must be approved by all tenants and lessor. Lessor reserves the right to deny any lease modification. This fee is waived if a tenant is being added to the lease and the property is not at full occupancy at the time of the lease modification.

## 1.12 UTILITY RESPONSIBILITY

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Unless otherwise indicated tenants are responsible for the payment of all utilities including electric, gas, water, sewage, cable, and internet.

**Tenants shall submit payment for each utility as indicated and defined below:**

<<Utilities Included>>

**STANDARD:** These utilities must remain in the Lessee's name for entire term of the lease and be paid by the Lessee with the exception of the sewage bill. The **sewage bill** will remain in the Lessors name and will be invoiced to the Lessee via the tenants online payment portal. Tenant shall **not** pay the sewage bill directly to Muncie Sanitation.

**RATIO-BILLED:** These utilities share a meter for the corresponding utility with another unit(s). These utilities will remain in the Lessors name for entire term of the lease. These utilities will be ratio billed based on the total numbers of tenants that are leasing a unit connected to the shared meter. These utilities will be invoiced to the Lessee via the tenants online payment portal.

**INCLUDED:** These utilities will remain in the Lessors name for entire term of the lease and be paid by the Lessor. No payment is due from the Lessee.

## 1.13 UTILITY PROCESSING FEE

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In the event that any utility required to be in the Tenants name does not get put in their name for any day of the lease period, Tenant shall pay to Lessor, in addition to such payment or other charges due hereunder, a "processing fee" in the amount of \$50.00 per bill received by

Lessee. Lessor will invoice tenant via their tenant portal.

#### 1.14 USE

The rental unit shall be used as a residence by Lessee in accordance with the City Ordinance and for no other purpose, without prior written consent of the Owner. Occupancy by guests staying over five (5) days will be in violation of this provision.

**Premise is to be used as a residential dwelling only.**

**Unless indicated tenants do not have access to garage, basement, shed, or attic.**

Garage and Basement Access

**WE DO NOT WARRANT AGAINST WATER IN THE BASEMENT, CRAWLSPACE, OR GARAGE OR THE SECURITY OF YOUR BELONGINGS IF STORED IN THESE AREAS.**

#### 1.15 MONTHLY ADMIN FEE

Lessee agrees to pay Lessor a \$4 dollar recurring monthly fee for upkeep of system maintenance. This fee is applicable on a per lease basis.

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

X \_\_\_\_\_  
Initial Here

## 2. Rules and Regulations

#### 2.1 PETS

No pets or animals shall be permitted at any time. No exceptions. Permitting a pet or animal on the premises shall be a material breach of the lease, a \$250 fine per day, the pet is present will be assessed, and immediate eviction may result. Tenants are also responsible for informing guests they are not allowed to bring their animals over to visit even on a temporary basis. Aquariums that exceed 10 gallons of water are not permitted.

#### 2.2 REFUSE

Lessee shall place trash in a receptacle provided by a designated area. If trash is removed by city service, it must be contained in a sealed bag or can and all loose debris is the Lessee's responsibility to remove at all times. If Lessor removes trash from immediately around the premises including yard, a service charge of \$100.00 will be assessed.

#### 2.3 PARKING

Parking space is not provided except as follows: Parking Terms All vehicles not parking in designated area may be towed. This includes any guests. All vehicles parking in fire lanes, along curbs, in yards and in grass will be towed at owner's expense. Lessee will be issued 1 street parking pass for this unit upon tenant request (if allowed by the street department). Replacement of parking permits will cost \$10.00 each, payable upon receipt. Tenants are responsible for informing all guests of these parking rules.

#### 2.4 WATERBEDS

Lessee shall not have a waterbed on the premises, unless written permission is given and proof of insurance has been submitted to Owner. An additional deposit may be required.

#### 2.5 CONDUCT

Lessee agrees to the rules of reasonable conduct and regard for others with respect to noise, odors, disposal of refuse, parking and lawns. Use of common areas shall incorporate as conditions of the Agreement and shall be binding upon Lessee. Lessee shall require all other persons on the premises to conduct themselves in a manner that does not unreasonably disturb the neighbors or constitute a breach of the peace. No kegs of beer shall be permitted on the premises or grounds.

## 2.6 MAINTENANCE, REPAIRS, ALTERATIONS

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Lessee acknowledges that the rental premises are in good order and repair, unless other indicated herein. Lessee shall be deemed to have received possession of all said furnishings in good condition and repairs, unless Lessee objects in writing within 5 days after receipt of such inventory. Lessee shall at own expense, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same upon the expiration of the term or upon earlier termination in event of the default hereunder, as in good condition as received, normal wear and tear excepted. Lessee shall be responsible for damages, cleaning or repairs, caused by Lessee's acts or omissions, whether intentional or unintentional, and the acts of any other person, including but not limited to his family, or guests. When a service call is performed upon tenants request and repairs are a result of negligence or misuse, a minimum charge of \$75 per hour for the first hour will be assessed and any additional time will be charged at \$50 per hour. After hours and on weekends are charged at \$75 per hour) and invoiced to Lessee. Smoke detectors are provided by the owner and are operational on the date of this agreement. The lessee shall not remove the battery in each smoke detector and at least (1) time every (6) six months, tests to ensure the smoke detector is in operational condition. Lessee shall promptly notify C & M Property Management, LLC if a smoke detector is not operating. Tenants are responsible for the replacement of batteries. Manager shall maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds. Tenant shall remove snow and ice if such grounds are part of the premises and are exclusive for the use of the Lessee. Lessor will provide at least one cable jack. All other cable jacks are the responsibility of the Lessee. C&M Property Management is not responsible for any bed bugs brought into the property. In the event of a bed bug infestation a professional extermination will be conducted at the tenant's expense.

## 2.7 BALCONIES, PATIOS, ROOFS

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Do not hang clothing, laundry, rugs, mops or other articles from the balcony or patio out the doors of the premises. Only furniture designated for patio use is permitted on balcony, patio, porches, or yard. No overstuffed furnishings, beddings or the like is permitted. Lessee shall not be permitted on roof for any reason

## 2.8 COMMON AREAS

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Residents living in apartments with common areas (hallways, laundry rooms, and storage areas) are responsible for all damage done to common areas by Residents and their guests. These charges will be equally divided among all the tenants in the complex

## 2.9 PLUMBING REPAIR

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No grease or solid non-biodegradable waste shall be disposed of through sink drains or toilets. Lessee is responsible for all damage and plumbing charges for clogged toilets or drains due to the negligence of Lessee. Negligence includes, but is not limited to, feminine hygiene products, body hair, flushable wipes, paper towel, and all other items intentionally flushed or allowed to enter a drain when filters or another preventative measure could be taken to prevent the clog. No items aside from waste and toilet paper should be allowed to enter a toilet drain. Drain clogs where these products are found will be charged back to the tenants. When National weather service reports temperatures below 15 degrees Fahrenheit, tenants must leave a stream of water (pencil size) running in bath and kitchen with cabinet doors open to protect against frozen water lines. Failure to do so can result in plumbing repairs being charged to the tenants. Unreported water leaks are considered a misuse of utilities and tenants will be responsible for any water and sewer damages that are above average if the owner pays such utilities.

## 2.10 DECORATING

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Lessee shall not paint, wallpaper, or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. All pictures, posters and other wall hangings shall be hung with nail type picture hangers, small units and tacks. Do not attach anything on the walls with an adhesive backing (those will tear off drywall paper and cause damage to the walls) No nails, clasps, hooks, latches, locks or any other fixtures are to be attached to any trim, woodwork, or doors on the premises. No duct tape is to be attached to floors, walls or any other surfaces on the premises

## 2.11 KEGS OF ALCOHOL

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Kegs of alcohol shall not be permitted anywhere on the premises. If any tenants is found to have a keg, the tenant shall be fined \$250.00 per occurrence and per day if found in violation of this policy. Tenants are also responsible for informing guest(s) of this policy.

## 2.12 VIOLATIONS

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Lessee shall be given written notice of the first violation of any such Rules, and Lessee shall comply and remedy violations immediately. Should lessee continue violation for of Rules for which the notification was issued or should violate any other Rules, Owner may, at Owner's option, declare Lessee to be in default under this Agreement. Non-compliance may result in eviction

## 2.13 SMOKING

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There shall be NO smoking inside the property. Smoking is only permitted outside the home/building. Cigarette and cigar "butts" and other by-products of tobacco products must be disposed in proper receptacles and not thrown on the ground, in the street, or in the

landscaping. Tenants will be issued one warning if they are not properly disposing of tobacco by-products. No future warnings will be given. A \$50 cleaning fee will be charged per occurrence to have tobacco by-products removed from the premises. No less than \$500 will be charged for smell remediation and clean up if it is found that smoking took place or there is a residual smell of smoke, tobacco, or cannabis inside the property

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## 2.14 STANDING WATER

Water is not to be left standing in any areas inside the property. Tenants agree to use rugs, towels, etc. to clean up the standing water immediately. In case the water damages property from the improper use of sinks, toilets or bath tubs, the tenants will be responsible for the entire cost of repairs and or replacements

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## 2.15 SHOWINGS

During periods when property owner and /or their agent are showing the apartment to prospective new tenants; current tenants agree to keep the apartment exceptionally clean, picked up and in a general state of order. Failure to fully cooperate with the property owner and/or their agent, as well as additional specific request, will result in a \$50 charge for each time there is a failure to cooperate. Tenants agree that a four-hour notice will be adequate to show the property to prospective tenants.

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## 2.16 REFRIGERATORS

To be kept clean and free from molds and mildew at all times. The property owner or agent shall not be responsible for the loss of food due to breakdown

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## 2.17 DUTY TO PAY RENT AFTER EVICTION OR SURRENDER

Rent is due under this Lease even if Tenant surrenders the Premises or is evicted by Landlord. In addition to the security deposit, full rent will continue to be due for cancellation until the end of the lease, along with all legal, court and attorney's fees, Tenants also agree that in the event of default in payment, reasonable collection agency fees equal to fifty (50%) of the delinquent balance shall be added to the amount due. Landlord shall make good faith efforts to mitigate damages.

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## 2.18 MOVE-OUT REQUIREMENTS:

Requirements to be fulfilled but are not limited to:

Full term of lease agreement

No unpaid charges or delinquent rents

Intent of notice to vacate submitted and forwarding address must be provided to landlord in writing and mailed certified to incur return of said deposit.

All keys must be returned at move-out date

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

X \_\_\_\_\_  
Initial Here

# 3. General

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## 3.1 ORDINANCES AND STATUTES

Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the use of rental unit premises.

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## 3.2 ASSIGNMENT AND SUBLETTING

Lessee is not permitted to assign or sublet any portion of the rental unit premises without Lessor approval. Lease modifications can be made with Lessor approval. See LEASE MODIFICATIONS for additional details.

### 3.3 RIGHT OF ENTRY

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The owner may enter the rental unit upon reasonable notice to inspect premises, make necessary repairs, show unit to prospective buyers, and future tenants. A reasonable attempt to contact the tenant will be made. However, in the event of an emergency, the Owner, or authorized maintenance person may enter the rental unit at any time.

### 3.4 INDEMNIFICATION

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Regardless of whether or not separate, several, joint, or concurrent liability may be imposed upon Owners, Lessee shall indemnify and hold harmless Owner and its agents from all and against all damages, claims, and liability arising from or connected with Lessee's control or use of the rental unit, including any limitation any damage or injury to person or property. If Owner or Owner's agent shall become a party to litigation by or against Lessee, the Lessee shall indemnify and hold Owner and Owner's Agent harmless from all claims, damages, liabilities, judgments and executions of any character and from all costs and expense, including without limitation, attorney fees.

### 3.5 INSURANCE

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Owner shall not be responsible for any damages or loss of personal property on the rental property premises. Lessee shall maintain insurance for Lessee's personal property. Rental insurance is suggested, but not required.

### 3.6 POSSESSION

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If owner is unable to deliver possession at the commencement thereof, Owner shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered.

### 3.7 DEFAULT

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If lessee shall fail to pay rent when due, or perform any service thereof, after not less than (10) days written notice of such default delivered to Lessee at the rental's unit address shown above, the Owner, at the Owner's option, may terminate all rights of the Lessee hereunder, unless Lessee, within said time shall cure such default. If lessee abandons, or vacates the property, while in default of payment of rent, Owner may consider any personal property left on premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the owner believes the abandoned property has no value, the personal property may be discarded. All personal property on the premises is hereby subject to a lien in favor of Owner for payment for all sums due hereunder, to the maximum extent allowed by law. Lessee agrees that in the event of default in payment, reasonable collection agency fees equal to fifty (50) percent of the delinquent balance and reasonable attorney fees, shall be added to amount due on the account, plus any applicable court costs. In the event of a default of Lessee, under the terms of the Agreement, Owner may elect to (a) continue the Agreement in effect and enforce all rights and remedies hereunder, including and right to recover rent as it becomes due or (b) at any time, terminate all of Lessee's rights hereunder and recover from Lessee and damages Owner may incur by breach of of this Agreement, including the costs of recovering the premises and including the worth at the time of such termination, or at a time of entry of judgment if suit be instituted to enforce this Agreement, of the amount of such rent lost by reason of Lessee's default. Failure to provide a parent guarantor, if requested by the Lessor, does not result in this contract being void. Lessor may delay move in if Lessee fails to provide a requested a parent guarantor. If Lessee has supplied any false or misleading statements on Lessee's Lease application, the owner may declare the Lease in default

### 3.8 ATLAS CONSENT DISCLOSURE

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In consideration of the services to be provided to the Lessee, I/we hereby guarantee payment in full of the Lessee's account in accordance with the financial arrangements made at the time of the service or if no such arrangements are made, in event of default in payment, reasonable collection agency fees equal to thirty (30%) percent of the delinquent balance and reasonable attorney fees, shall be added to the amount due on the account, plus any applicable court costs.

You expressly consent and agree to C&M Property Management and their affiliates, agent and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual methods, prerecorded or artificial voice messages, text messages, emails and / or automatic telephone dialing systems. You agree that C&M Property Management and their affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

### 3.9 JURISDICTION AND VENUE

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All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of the State of Indiana. The place for filing any suits or other proceedings with respect to this Lease shall be Delaware County, the county in which the premises are located.

### 3.10 SECURITY

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The security set forth, shall secure the performance of Lessee's obligations hereunder. Owner may, but shall not be obligated to, apply all or any portion of said deposit on the account of the Lessee's obligations hereunder. Lessee shall not have the right to have the security Deposit

applied to payment of rent

### 3.11 WAIVER

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No failure of Owner to enforce any provisions hereof or to declare Lessee in default shall be deemed a waiver of any rights or remedies in the event of a continuing or future default by Lessee, nor shall any acceptance of a partial payment or rent be deemed a waiver of Owner's right to the full amount thereof

### 3.12 NOTICES

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Any notice which either party may or is required to give, shall be sufficient if given by mailing the same, postage paid, to Lessee at the address of the rental unit as shown at the beginning at this Agreement, or C&M Property Management, LLC, at the address shown below

### 3.13 LEASES

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Tenants can request a digital copy of their lease at any time

### 3.14 APPLIANCES

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Tenants are not allowed to add additional appliances (washer, dryer, dishwasher, space heaters, air conditioners) to rental unit unless owner gives written authorization. If any of the utilities for rental unit then tenant will be responsible for additional costs of utilities incurred by owner.

### 3.15 FURNISHINGS

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Tenants are to provide their own furnishings. Any furnishing pictured in an online listing for this property does not come included unless stated otherwise. Furnishings are pictured online for marketing purposes only

### 3.16 SERVICEMEMBER CIVIL RELIEF ACT

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Lessor complies with all terms and conditions under the SCRA. In the event a tenant is released from this lease a result of the SCRA lessor will make the following concessions and will require the following actions from the remaining lessees, if any exist. These items are required in order to mitigate damages for both the lessor and remaining lessees. In the event a tenant is released during the term of this lease, lessees agree to actively market the available room for rent online. Lessor will direct lessee to websites that advertise rooms for rent. Lessee must provide proof of at least two online advertisements for the available room. Lessor will market the room for rent if requested by the lessee. Lessor will not lease the available room without approval from all remaining lessees. If a replacement tenant is not found prior the date of deployment a rent credit will be issued to the remaining lessees for the two proceeding months following the date of deployment. This credit will be based on the prorated per tenant monthly rent. The remaining lessees remain jointly liable for the remaining lease balance. Proof of active online room for rent listings must be provided prior to a rent credit being issued. If a replacement tenant is found prior to two months following the date of the deployment the rent credit will be adjusted on a per diem basis. Rent credits are only offered if the first two months of deployment occur during the term of the lease. If only a portion of the first two months of deployment occur during the term of the lease a per diem credit will be offered. The previously described rent credit will only be issued once per lease. If two or more tenants are released as a result of the SCRA multiple credits will not be given

### 3.17 ADDITIONAL TERMS AND CONDITIONS

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Additional Terms and Conditions

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

X \_\_\_\_\_  
Initial Here

## 4. Disclosures

### 4.1 LEAD-BASED PAINT

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<<Property Address>>

**WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

## 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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below)

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

\_\_\_\_\_  
(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

## Lessee's Acknowledgment

Lessee has received copies of all information listed above (if applicable).

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

## Agent's Acknowledgment

Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. **Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.**

## 4.2 SMOKE DETECTOR COMPLIANCE FORM

<<Property Address>>

Landlord and Manager: C & M Property Management, LLC.

### Tenants are required to sign off on working smoke detectors

Indiana Code 32-31-5-7 requires that (a) at the time the landlord delivers a rental unit to a tenant, the landlord shall require the tenant to acknowledge in writing that the rental unit is equipped with a functional smoke detector, and (b) neither the landlord nor the tenant may waive, in a rental agreement or separate writing, the requirements under IC 22-11-18-3.5.

Indiana Code 22-11-18-3.5 details the installation of smoke detectors according to code. Indiana Code 32-31-7-5 requires the tenant to ensure that each smoke detector installed in the tenant's rental unit remains functional and is not disabled. If the smoke detector is battery operated, the tenant shall replace batteries in the smoke detector as necessary. If the smoke detector is hard wired into the rental unit's electrical system, and the tenant believes that the smoke detector is not functional, the tenant shall provide notice to the landlord by written notification of the need to repair or replace the smoke detector.

A landlord who violates Indiana Code 22-11-18-3.5 (1) at the time the landlord delivers a rental unit to a tenant, or (2) if the smoke detector is wired into the rental unit's electrical system, by failing to repair or replace the inoperable smoke detector not later than seven (7) days after receiving written notice by certified mail (return receipt requested, of the need to repair or replace the inoperable smoke detector), commits a Class B infraction (up to a \$1,000 fine). However, the offense is a Class A infraction (up to a \$10,000 fine) if the landlord has a prior violation for an offense under this section.

## 4.3 RIGHTS AND RESPONSIBILITIES OF TENANTS AFFIDAVIT OF OCCUPANCY

### SECTION 1-Property Information



<<Property Address>>

**Owner and Property Manager Info:**

[NOTE: 1) physical street address required – P.O. Box is unacceptable; 2) if owned by a partnership (corporation), indicate the General Partner (President) using his/her personal home address]

MANAGER: NAMES : C & M PROPERTY MANAGEMENT, LLC. STREET ADDRESS: 202 N RESERVE ST. CITY/STATE/ZIP: MUNCIE, IN 47303 PHONE: (765) 808-6107 PRINCIPLE CONTACT: MANAGER

**SECTION 2-Overview of Code (Tenant’s Rights)**

Below is a partial listing of property requirements/limitations set forth in the Muncie City Code. A complete copy of the code is available from the Building Commissioner’s Office on the third floor of Muncie City Hall, 300 N. Walnut, Muncie, IN 47305. Any violations should be reported to the Landlord and a mutually agreeable time set by which the problem should be remedied. If after a reasonable amount of time after being brought to the attention of the landlord the defect is not corrected, it should be reported to the Building Commissioner’s office (747-4862).

**Occupancy**

According to the formula set forth in 155.32 of Muncie’s Housing Code, the number of occupants permitted for this unit is limited to a

**Maximum of Maximum Occupants adult persons.**

Square footage and number of bathrooms determine the maximum number of occupants. For two (2) adult occupants there must be 400 square feet of heated living space meeting code requirements; 650 sq. ft. for three (3) persons; 900 sq. ft. for four (4) persons; and 500 additional square feet for each occupant over four (4) up to a maximum of six (6). For each occupant over six (6), a variance is required as well as 500 square feet each. In addition to the square footage requirement, there must be a bathroom for each (4) adult occupants.

**Parking**

One “off street” parking space is required for each adult occupant. Without a variance, parking areas must conform to the Muncie City Code (may be obtained from the Building Commissioner’s office at City Hall 747-4862). Parking on grass is prohibited by law.

**Plumbing and Fixtures**

Each unit must include its own plumbing facilities which operate properly, can be used in privacy, are adequate for personal cleanliness and disposal of human waste. It provided, all kitchen fixtures shall function as indicated.

**Heating, Mechanical, Electrical**

All equipment shall function as designated. All units shall be capable of maintaining a room temperature of 70 degrees. Every habitable room shall contain no less than 2 separate outlets, one of which may be switched and/or a ceiling fixture.

**Fire Safety**

Every sleeping room must have approved, direct means of egress/exit to the exterior. All units must have a smoke detector /alarm installed and functioning as per the Muncie City Code. It is the responsibility of the occupant to maintain the detector in good working condition.

**SECTION 3-General Responsibilities**

**Responsibilities of Tenants**

Cleanliness: Tenants must maintain in a sanitary condition the part of the structure and supplied fixtures he or she occupy or control. Noise: Tenants shall not create noise that disturbs the comfort of others. Trash: Every occupant shall be responsible for the removal of garbage from the unit. Each tenant is required to maintain his or her own copy of this Tenancy Agreement and Affidavit of Occupancy on the premises listed at the top of this form

**Responsibilities of Owners**(in addition to property requirements of Section 2 above) Maintain public areas: While the landlord may require through a lease that the tenant mow the lawn, be responsible for general clean-up, etc, it is the Landlord’s responsibility to enforce such a clause. Ultimately, the City of Muncie may cite a landlord for violating a weed ordinance, maintaining a nuisance, etc. **if a situation results in repeated complaints to the Building Commissioner’s office**, regardless of the lease’s wording. The City of Muncie is not responsible for enforcing the provisions of any landlord’s lease. Each Property Owner is responsible for ensuring this document is executed and is required to keep a copy on file. If managed by a third party, that Property Manager is required to have a copy on file.

**SECTION 4-Affidavit of Occupancy Term of Lease**

Under penalties of perjury, the undersigned hereby affirm and attest that:

1. The only occupants of the above named property (Section 1) are listed below and that no other person does or shall occupy these premises.

2. Each has read in its entirety Sections 2 & 3 regarding Overview of Code and Responsibilities of Tenants and Owners.

**Tenants:**

<<Tenants (Financially Responsible)>>

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

X \_\_\_\_\_  
Initial Here

## 5. Signatures

### 5.1 ACCEPTANCE OF LEASE

I (We) as the Lessee(s) of the above designated property have read, understand, and agree to abide by the covenants and agreements contained herein. This is a legally binding contract, if not understood, seek competent legal advice.

IN WITNESS THEREOF, the parties of have executed this agreement this <<Lease Signed Date>>

**THIS LEASE IS NOT VALID UNTIL SIGNED BY THE OWNER OR OWNER'S AGENT**

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed