

Campus Rentals

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



1. Lease/Rental Agreement

1.1 PARTIES AND OCCUPANTS

In consideration of the agreement of the lessees

<<Tenants (Financially Responsible)>>

collectively "(Tenant(s))"

C & M Property Management of Muncie LLC (Landlord)- hereby rents to the Tenant, the rental unit located at

<<Unit Address>>

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

JOINT RESPONSIBILITY. If there are two or more individuals named as Tenant above, each individual named as being Tenant 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

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

1.3 RENT

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 Landlord. Landlord will accept online payments only through and online tenant portal hosted via Appfolio; which can be accessed via the Landlord's website bsucampusrentals.com. Tenants may elect to each individually pay a portion of the total rent owed, however, the failure of the Tenants to collectively pay the entire balance owed shall be the responsibility of all the Tenants. 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

Landlord is a property manager who is authorized to act as agents for the owner of the Property ("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

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

The Landlord expressly reserves all rights and remedies permitted by law for the application of the security deposit in accordance with Lessee obligations hereunder. Landlord 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. Tenant is responsible under Indiana law to provide to the Landlord in writing an address to send the security deposit and itemization of amounts due.

1.6 SECURITY DEPOSIT PAYMENTS

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.

1.7 SECURITY DEPOSIT (CONTINUED)

If keys are required, one key will be issued to each Tenant. 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. Tenant 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. Tenant will be billed for **painting, repairs, and carpet cleaning beyond normal wear and tear. Tenant will be billed for cleaning based upon the cleanliness of the property upon move out.** Tenant agrees to forfeit said security deposit if Tenant vacates premises prior to the expiration of the lease. Tenant 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. Tenant shall not have the right to have the security deposit applied to payment of rent. Landlord may hold and commingle such deposit and shall not be required to pay interest thereon.

1.8 NSF FOR ONLINE PAYMENTS AND LATE CHARGES

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 Tenant) if the reversed payment is for any reason other than non sufficient funds. This includes payment reversals requested by the Tenant. 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 fess, security deposits, lease processing fees, and pre-existing late fee balances.) Account balances will be viewable via the online tenant portal. All charges due on the 1st of the month will be posted no less than 14 days prior to the 1st.

1.9 LEASE PROCESSING

A \$50 fee, per tenant, is due at the time the lease is signed. This is fee is applicable for new leases and renewals.

1.10 LEASE MODIFICATIONS

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 individual tenant will be charged. All lease modifications must be approved by all each individual tenant and Landlord. Landlord 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.

1.11 UTILITY RESPONSIBILITY

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 Tenant's name for entire term of the lease and be paid by the Tenant with the exception of the sewage bill. The **sewage bill** will remain in the Landlord's name and will be invoiced to the Tenant via the online Tenant 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 Landlord's 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 Tenant via the tenants online tenant portal.

INCLUDED: These utilities will remain in the Landlord's name for entire term of the lease and be paid by the Landlord. No payment is due from the Tenant. Unless otherwise stated under "additional terms" section of the lease regarding utility caps.

1.12 UTILITY PROCESSING FEE

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 Landlord, in addition to such payment or other charges due hereunder, a "processing fee" in the amount of \$50.00 per bill received by Tenant. Landlord will invoice tenant via their tenant portal.

1.13 USE

The rental unit shall be used as a residence by Tenant in accordance with the City Ordinance and for no other purpose, without prior written consent of the Landlord. Occupancy by guests staying over three (3) 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.

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

1.14 MONTHLY ADMIN FEE

Tenant agrees to pay Landlord 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

Tenant 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 Tenant's responsibility to remove at all times. If Landlord 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. Tenant will be issued 1 street parking pass for this unit upon 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

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

2.5 CONDUCT

Tenant 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 Tenant. Tenant 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

Tenant acknowledges that the rental premises are in good order and repair, unless other indicated herein. Tenant shall be deemed to have received possession of all said furnishings in good condition and repairs, unless Tenant objects in writing within 5 days after receipt of such inventory. Tenant 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. Tenant shall be responsible for damages, cleaning or repairs, caused by Tenant'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 Tenant. Smoke detectors are provided by the Landlord and are operational

on the date of this agreement. The Tenant shall not remove the battery in each smoke detector nor shall Tenant alter the functionality by covering or altering the smoke detector in any way. Tenant must test each smoke detector at least one time every six months to ensure the device is in operational condition. Tenant shall promptly notify Landlord if a smoke detector is not operating. Tenant is responsible for the replacement of batteries. Tenant agrees to clean the lint trap of the dryer after each use. Regular cleaning of the lint trap is essential to maintain the efficiency of the dryer and to prevent fire hazards. Failure to clean the lint trap after each load may result in damage to the dryer, increased utility costs, and a heightened risk of fire. Tenant acknowledges that failure to comply with this requirement may result in additional cleaning fees, repair costs, or other charges. Persistent non-compliance may be considered a breach of the lease agreement. Landlord 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 Tenant. Landlord will provide at least one cable jack. Landlord and Owner are 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.

In order to quickly and efficiently respond to maintenance concerns, Landlord utilizes an online portal where Tenant can make maintenance requests. With the exception of emergency issues which should be reported by contacting the Landlord via telephone at 765-808-6107, the Tenant agrees and acknowledges that the online portal shall be the exclusive manner to notify the Landlord of maintenance and repair issues. The Tenant agrees to promptly report any and all maintenance issues via the online portal and acknowledges and agrees that the failure to report issues and make requests via the online portal may result in an issue not being addressed. The Tenant also agrees that all maintenance and other repair issues must first be reported to the Landlord and the Tenant acknowledges that it shall be considered a material breach of this Agreement to represent to any third party that Landlord has failed to repair an issue which the Tenant has not reported to the Landlord.

2.7 BALCONIES, PATIOS, ROOFS

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

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

2.9 PLUMBING REPAIR

No grease or solid non-biodegradable waste shall be disposed of through sink drains or toilets. Tenant is responsible for all damage and plumbing charges for clogged toilets or drains due to the negligence of Tenant and/or their guests. 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 Tenant. **DO NOT FLUSH FEMININE PRODUCTS OR WIPES OF ANY KIND.** When National weather service reports temperatures below 15 degrees Fahrenheit, Tenant 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 or Landlord pays such utilities.

2.10 DECORATING

Tenant shall not paint, wallpaper, or otherwise redecorate or make alterations to the premises without the prior written consent of the Landlord. 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

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

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

2.13 SMOKING

There shall be NO smoking or vaping 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 fine will be charged per occurrence to have tobacco by-products removed from the premises. No less than \$1000 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. If interior walls and ceilings have damage from vaping residue. Vaping indoors can leave a residue that attracts dirt. Additional cleaning fees from vaping buildup will be charged to the tenant(s).

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

2.15 SHOWINGS

During periods when property the Owner, Landlord and /or their respective agents 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 Owner, Landlord, and/ or respective their agents, 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.

2.16 REFRIGERATORS

To be kept clean and free from molds and mildew at all times. Neither the Landlord nor the Owner shall not be responsible for the loss of food due to breakdown

2.17 OPEN FLAME AND GRILLS

Tenant agrees that no bonfires, in ground fire pits, or any other form of wide open flame shall be permitted on the premises. All recreational fires must comply with local and state guidelines. Delaware County, IN reverts to state guidance issued by Indiana Department of Environmental Resources. Burning cannot be used for disposal purposes. More information can be found in Rule: 326 IAC 4-1-3(c)(1) and Rule 326 IAC 4-1-3(c)(2) or online at: www.in.gov/. Landlord requires that any recreational fires be at least 10 feet from any structure (including buildings, balconies, and fences), and be held in a non-combustible container with enclosed sides and a bottom that is sufficiently vented. Violation of this provision shall be considered a material breach of the lease agreement. The use of grills, including but not limited to charcoal, gas, or electric grills, is strictly prohibited within 10 feet of any structure (including buildings, balconies, and fences). Grills are also not permitted on decks or any other outdoor areas that are combustible.

2.18 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.

2.19 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

2.20 LONG TERM VACATION OF PROPERTY

The Tenant agrees to notify the Landlord of any absence's from the Premises that will exceed fourteen (14) consecutive days. During such extended absence's or vacancies, the Landlord reserves the right to enter the Premises to perform necessary maintenance, inspections, or to ensure the security of the property. The Tenant is responsible for ensuring that the Premises are adequately secured during any period of

absence.

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

X _____
Initial Here

3. General

3.1 ORDINANCES AND STATUTES

Tenant 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.

3.2 ASSIGNMENT AND SUBLETTING

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

3.3 RIGHT OF ENTRY

The Landlord 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 Landlord, or authorized maintenance person may enter the rental unit at any time.

3.4 INDEMNIFICATION

Regardless of whether or not separate, several, joint, or concurrent liability may be imposed upon Owners and Landlord, Tenant shall indemnify and hold harmless Landlord, Owner, and their agent against all damages, claims, and liability arising from or connected with Tenant's control or use of the rental unit, including any limitation any damage or injury to person or property. If Owner, Landlord or their agents shall become a party to litigation which is the result of the acts or omissions of the Tenant and/or the Tenant's guests, the Tenant shall indemnify and hold Owner, Landlord and their agents 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

Owner and Landlord shall not be responsible for any damages or loss of personal property on the rental property premises. Tenant shall maintain insurance for Tenant's personal property. Review the Required Insurance Addendum attached hereto.

3.6 POSSESSION

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

3.7 DEFAULT

If Tenant 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 Tenant at the rental's unit address shown above, the Landlord, at the Landlord's option, may terminate all rights of the Tenant hereunder, unless Tenant, within said time shall cure such default. If Tenant abandons, or vacates the property, while in default of payment of rent, Landlord 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 Landlord 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 Landlord for payment for all sums due hereunder, to the maximum extent allowed by law. Tenant 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 Tenant, under the terms of the Agreement, Landlord 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 Tenant's rights hereunder and recover from Tenant and damages Landlord may incur by breach 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 Tenant's default. Failure to provide a parent guarantor, if requested by the Landlord, does not result in this contract being void. Landlord may delay move in if Tenant fails to provide a requested a parent guarantor. If Tenant has supplied any false or misleading statements on Tenant's Lease application, the Landlord may declare the Lease in default

3.8 ATLAS CONSENT DISCLOSURE

In consideration of the services to be provided to the Tenant, I/we hereby guarantee payment in full of the Tenant'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 fifty (50%) 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 Landlord 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 Landlord 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 or whether you incur charges as a result.

3.9 JURISDICTION AND VENUE

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 ENTIRE AGREEMENT

This document and any referenced supplements constitute the entire Agreement between the Tenant and the Landlord. The Parties each agree and acknowledge that this Agreement solely defines the duties and obligations that each party owes to the opposing party and that no other Agreement between either of the parties and a third party shall alter the duties and obligations owed under this Agreement. This Agreement cannot be modified except in writing and must be signed by all parties. Neither the Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law.

3.11 SECURITY

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

3.12 WAIVER

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

3.13 NOTICES

Any notice which either party may or is required to give, shall be sufficient if given by mailing the same, postage paid, to Tenant at the address of the rental unit as shown at the beginning at this Agreement, or Landlord, at the address shown below

3.14 LEASES

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

3.15 APPLIANCES

Tenants are not allowed to add additional appliances (washer, dryer, dishwasher, space heaters, air conditioners) to rental unit unless Landlord gives written authorization. If authorization is granted, Tenant will be responsible for any increase in utility usage costs (i.e., water, sewage, electric, gas).

3.16 FURNISHINGS

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

3.17 SERVICEMEMBER CIVIL RELIEF ACT

Landlord complies with all terms and conditions under the SCRA. In the event one of the Tenants is released from this lease a result of the SCRA Landlord will make the following concessions and will require the following actions from the remaining Tenants, if any exist. These items are required in order to mitigate damages for both the Landlord and remaining tenants. In the event a tenant is released during the

term of this lease, Tenants agree to actively market the available room for rent online. Landlord will direct lessee to websites that advertise rooms for rent. Tenant must provide proof of at least two online advertisements for the available room. Landlord will market the room for rent if requested by the Tenant. Landlord will not lease the available room without approval from all remaining Tenants. If a replacement tenant is not found prior the date of deployment a rent credit will be issued to the remaining Tenants for the two proceeding months following the date of deployment. This credit will be based on the prorated per tenant monthly rent. The remaining Tenants 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

3.18 ADDITIONAL TERMS AND CONDITIONS

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

<<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, Landlords 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) X Landlord 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) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Tenants Acknowledgment

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

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

Agent's Acknowledgment

Agent has informed the Landlord of the Landlord'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. Insurance

5.1 CAMPUS RENTALS RENTAL INSURANCE POLICY

Tenant is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Tenant’s legal liability for damage to Landlord’s property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage (“Required Insurance”).

Tenant is required to furnish Landlord with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Tenant does not have Required Insurance, Tenant is in breach of the Lease and Landlord shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Landlord and seek contractual reimbursement from the Tenant for all costs and expenses associated with such purchase. This may be referred to as “force placed insurance”.

Tenant may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Tenant's choice. If Tenant furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Tenant does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Landlord, who may purchase such coverage through the Landlord's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Landlord for the LLIP coverage shall be charged to Tenant by the Landlord as a recoverable expense under the Lease. Some important points of this coverage, which Tenant should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Landlord is the Insured under the LLIP.

This is single interest forced placed insurance. Tenant is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Landlord.

2. LLIP coverage is NOT personal liability insurance or renters' insurance. LLIP does not cover the Tenant's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Tenant requires any of these coverages, then Tenant should contact an insurance agent or insurance company of Tenant's choice to obtain personal liability insurance or renters insurance to protect Tenant's interests.

3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Tenant elsewhere. At any time, Tenant may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.

4. If Tenant has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Landlord may purchase Landlord Insurance without notice and add the total cost associated therewith to Tenant's monthly rent payment.

5. Licensed insurance agents may receive a commission on the LLIP.

6. The total cost to the Tenant for the Landlord obtaining LLIP shall be (\$10.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Landlord including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of Four Dollars and fifty cents (\$4.50) to be retained by the Landlord for processing and handling will be charged. This fee is applicable on a per lease basis.

7. If loss or damage to Landlord's property exceeds the amount of Required Insurance, Tenant shall remain contractually liable to Landlord for such amount. In the event of liability to any other party for bodily injury or property damage, Tenant shall remain liable to such other party.

8. It shall be the Tenant's duty to notify Landlord of any subsequent purchase of Renters Insurance. As used in this Section: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

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

X _____
Initial Here

6. Signatures

6.1 ACCEPTANCE OF LEASE

I (We) as the Tenant(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 LANDLORD

X

Lessee

Date Signed

X

Lessor

Date Signed