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Kyle and Megan Ash
7055 W Fall Creek Dr.
Pendleton, IN 46064

Rental Lease Agreement

THIS LEASE, made and entered into the ____ day of ____, 20____, by and between: _____

hereinafter called TENANT(S), and KYLE AND MEGAN ASH, hereinafter called LANDLORD.

WITNESSETH, that in consideration of the mutual covenants, herein contained and to be performed by each party, the said LANDLORD and TENANT(S) agree as follows:

1. **LEASED PREMISES.** Landlord does by these presents lease and demise premises unto said TENANTS situated at _____ in the city of Muncie, Delaware County, State of Indiana.
2. **TERM.** This lease shall commence at 12:00 pm on the ____ day of ____, 20____, and terminate at 5:00 pm on the ____ day of ____, 20__.
3. **RENT.** Each Tenant on the lease is responsible for the full amount of rent due and tenant(s) hereby agree to pay to the landlord twelve equal payments of \$_____ beginning on the ____ day of ____, 20__ payable to landlord by one single check and mailed to: 7055 W Fall Creek Dr, Pendleton, IN 46064 in advance on or before the First day of each calendar month during the period of this lease. Payment by e-Check is also an option. If all rent due is not paid before 6:00 pm on or before the 1st of the month, tenants agree to pay a late charge of \$10.00 per day thereafter until paid in full. Tenant agrees to pay a \$50.00 charge for each returned check, plus late payment charges. This property is leased to the above listed Tenant(s), who shall be jointly and severally liable for all damages or other expenses incurred regardless of cause or personal responsibility. Tenant(s) shall be in default of this contract if rents are not received by the landlord by the fifth (5th) day of the month. Upon default, tenant shall be subject to eviction, forfeiture of security deposit, and litigation for acceleration of remainder of rents to the end of this contract.
4. **SECURITY, DAMAGE, AND CLEANING DEPOSIT.** Each tenant shall deposit the sum of \$_____ as a security, damage, and cleaning deposit and not as rental payment, final or otherwise, for the full and faithful performance of all terms and conditions of this lease. The deposit shall be returned to the Tenant(s) within forty-five (45) days following the satisfactory completion of this lease. In the event of a breach or default by the Tenant (s) in respect to any of the terms or conditions of this lease, Landlord may apply such sum or any part thereof to any costs, damages, losses or injuries caused by Tenant(s) by such breach or default and without in any manner waiving or limiting Landlord's rights to further hold Tenant(s) liable for

cost, damages, losses or injuries otherwise due. Tenant(s) agree(s) for Landlord to use deposit as security, damage, cleaning deposit and to deduct there from any amounts due at the end of the lease period for unpaid rent, utilities, fees or damages.

5. **USE OF PREMISES.** The Tenant(s) shall use the property for residential purposes only. The Tenant (s) shall not permit any illegal or improper usage or create any disturbances, noises, or other annoyance detrimental to the reasonable comfort of the other tenants or persons in the neighborhood. Any violation of this section shall be considered a material breach of this lease and subject the Tenant(s) to immediate expulsion from the premises.

6. UTILITIES.	OWNER PAYS	TENANT PAYS
Gas	_____	_____
Electric	_____	_____
Water	_____	_____
Sewage	_____	_____
Cable TV	_____	_____
Phone	_____	_____

When owner pays for utilities, the use of additional appliance(s) not provided with the property, such as washers, dryers, air conditioners and electric space heaters is not allowed unless approval is granted by the Landlord and Tenant agrees to an additional \$10.00 per month rent charge for the additional energy usage for said appliance(s). A \$15.00 per month charge will be charged for air conditioner units.

When the Tenant(s) are responsible for utilities, the utility bills will be placed in Tenant(s) name with the exception of the sewage bill. Sewage bill will remain in Landlord's name. Landlord will forward the sewage bill to the tenant and tenant will pay directly to Muncie Sanitary District. Any utility bill received by the Landlord with a past due amount will be paid by the Landlord and billed to Tenants(s). There will be a \$25.00 fee for this service. Tenant(s) are responsible for contacting all other utility services and transferring service into their name. Any utility bill that is not transferred and has remained in the Landlord's name will be paid by the Landlord and billed to the tenant. There will be a \$25.00 fee for this service. Utilities are to remain in the Tenant(s) name for the term of the lease.

7. **SUBLETTING OR ASSIGNMENT.** Tenant(s) shall not sublet the premises nor assign this lease or any part thereof without written consent of the Landlord. If the Landlord gives consent, Tenant agrees to pay \$300.00 subleasing fee. Subleasing fee must be paid in full and cannot be deducted from security deposits. Furthermore, any approved sublease agreements become a part of this agreement, and therefore, are subject to all terms and conditions brought forth in this lease agreement. Primary tenants on this lease are responsible for lease payments as directed by lease and sub-tenants are responsible to primary tenant for their payment.

8. RESERVED RIGHTS. Landlord reserves the following rights:
 - A. To enter the premises during all reasonable hours to examine and protect same, to show the premises to prospective buyers or renters, or to make such repairs, additions or alterations, and for any other purpose whatsoever related to the safety, protection preservation or improvements of the premises or the building. Our maintenance staff works Monday thru Friday, 8:00 am to 5:00 pm.
 - B. To enter the premises at any time or times during the last sixty (60) days of the term, if during or prior to that period resident vacates the premises, to decorate, remodel, repair, alter or otherwise prepare the premises for occupancy.
 - C. To constantly retain and use passkeys to the premises. Exercise of reserved rights by Landlord shall never render Landlord liable in any manner to Tenant(s) or to any person on the premises.

9. RULES AND REGULATIONS. The printed rules and regulations attached to this lease are made a part of this agreement which together form the entire agreement. Failure of Tenant to observe and exercise compliance with these rules and regulations, will constitute a breach of this agreement. Landlord reserves the right to make reasonable changes or additions to such rules and regulations and Tenant agrees to comply with such new rules and regulations.

10. TENANT'S DUTIES. The Tenant(s) shall:
 - A. Keep the unit in a clean condition during their occupancy.
 - B. Pay for all damages (due when damages are repaired) to the premises or to any other Tenant or other persons caused by waste, misuse or neglect of the Tenant or his guest.
 - C. Not allow dogs, cats or other animals or pets on the premises.
 - D. Be responsible for any cost of repair of any stoppage caused to the plumbing or damage to other equipment, appliances, or fixtures in or on the premises caused by misuse.
 - E. Return unit and all furnishings provided by Landlord to a clean and sanitary condition at the end of the rental term.
 - F. Tenant(s) will be charged equally from deposit for damage(s) to all areas.
 - G. Tenant(s) are responsible for all glass breakage.

11. LANDLORD'S OBLIGATIONS: The Landlord shall:
 - A. Immediately notify Tenant, by certified mail delivered notice or posted noticed, of any changes as to the person or address of the landlord.
 - B. Maintain all structural components in good repair.
 - C. Maintain all electrical, plumbing, heating and other facilities and appliances supplied by Landlord in reasonably good working order.
 - D. Maintain yard.

12. ABANDONMENT. In the event Tenant shall abandon or vacate the premises before the end of the term, the premises or any part thereof may be repossessed by the landlord and re-let upon terms satisfactory to it, and the Tenants shall be liable for

any resulting deficiency. Tenant's liability for deficiency includes, but is not limited to: redecorating costs, repair costs, loss of rent for days of vacancy, and costs of obtaining a new tenant. Landlord may apply Tenants security deposit to rectify any damage caused by Tenant's vacating or abandonment. Application of the security deposit shall not waive or limit landlord's right to further hold tenant liable and responsible for costs and damages, losses, injury or any obligation due hereunder.

13. **DEFAULT OF LEASE.** Landlord shall have the absolute right of canceling and terminating this lease should rent become delinquent or any violation of the "RULES AND REGULATIONS" and thereupon, the balance remaining under the contract becomes immediately payable. Upon default, it shall be lawful for Landlord to re-enter and repossess the premises, to remove all persons therefrom and to take exclusive possession of and remove all property therefrom with or without judicial process, and all rights of the Tenant shall immediately cease. For the purpose of such re-entry Tenant hereby waives notice of any such failure or default and demand for possession of the premises. The Landlord shall further have the rights provided in Paragraph 12 above despite the fact that the Tenant did not abandon or vacate the premises. The failure on the part of the Landlord to re-enter or repossess the premises or to exercise any of its rights hereunder upon any default will not preclude the Landlord from the exercise of any such rights upon subsequent defaults. The acceptance of past due rent will in no event act as a waiver of Landlord's right to terminate this lease for non-payment of rent when due, no notice or demand shall be required for enforcement. In the event of a default, the Tenant(s) shall vacate the premises immediately upon the written demand of the landlord.

14. **CONTINUING LIABILITY.**

- A. In the event the Tenant vacates, is removed or evicted from the premises, or the lease is terminated prior to the stated expiration of the term of this lease, Tenant agrees that his liability to pay the rent and utilities for which he is responsible, shall continue for the term of this lease, unless Landlord re-lets the premises, which Landlord shall be required to mitigate.
- B. In addition to the rent described above, tenants shall be obligated to pay landlord's cost and expenses, including but not limited to attorney's fees and court costs, incurred by landlord in responding to or defending any claimed violation of local, state or federal law arising from tenants occupancy of the premises described herein, in the event that such prosecution does not result in a finding of liability (if a civil claim) or finding of guilty (if a criminal charge). Tenant's obligation in this regard shall survive the expiration of the term of this lease.

15. **ATTORNEY'S FEES.** Tenant agrees to pay attorney's fees actually incurred, as well as all collection agency fees, and court costs, including but not limited to moving expenses and storage, for the enforcement by the Landlord of any and all provisions of this lease.

16. **ASSIGNMENT AND SUBORDINATION.** All rights of the Landlord in this lease agreement and in the leased property may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to the Tenant. The assignee shall be free from any and all defenses, set-off or counterclaims which the Tenant may be entitled to assert against the Landlord.
17. **INSURANCE.** Tenant shall hold the Landlord harmless for any damage to his personal property. It is understood that Landlord does not maintain any insurance for the benefit of Tenant. It shall be the responsibility of the Tenant to carry insurance to cover any and all personal property within the demised premises.
18. **CHOICE OF LAW.** This lease, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the state in which the demises premises are located.
19. **CASUALTY LOSSES.** In the event that more than twenty-five (25%) of the square footage of the demised premises is damaged, destroyed, or rendered untenable by fire or other casualty, Landlord may elect to terminate this lease by giving notice of such election to Tenant on or before the day which is ninety (90) days after such fire or other casualty, stating the date of termination, which termination shall be not more than thirty (30) days nor less than twenty-one (21) days after the date on which such notice of termination shall have been given; and (1) upon the date specified in such notice this lease and the term hereof shall cease and expire; and (2) any fixed annual rent and additional rent paid for a period after such date of termination shall be refunded to Tenant upon demand.
- If the leased premises are damaged or destroyed in whole or in part by fire or other casualty and the Tenant(s) do not want to terminate the lease, then the obligations of Tenant to pay fixed rent and to perform all of the other covenants and agreements on the part of Tenant to be performed pursuant to this shall not be diminished or affected.
20. **REPAIRS AND REDECORATION.** Except for reasonable wear and tear Tenant shall, at Tenant's own expense, keep the premises including walls, ceilings, floors, woodwork, paint, plaster, plumbing, pipes, light fixtures, hardware, glassware and all other fixtures and equipment in good order, condition, and repair and in a clean and sanitary condition. Upon vacating property or termination of lease, Tenant(s) shall be equally charged (from deposit) the cost of carpet cleaning incurred by Landlord.
21. **ALTERATIONS.** The Tenant agrees that no alterations, additions, additional locks, or bolts, to the doors or windows, are to be made or added or paints or stains or screws, tape or glue to the woodwork, walls, floors or furnishings, are to be applied without written consent of the Landlord. Tenants shall not change any locks on any doors. Tenant agrees that no representation as to condition or repair of the premises, and no promises to decorate alter, repair or improved the premises has been made,

except such is contained in this Lease. Any out-building or detached garage on premises will not be accessible to the Tenant(s).

22. **KEYS.** The Tenant(s) shall receive keys on the inception date of this lease. The keys are not to be duplicated except by the Landlord, and if a key is lost or stolen, Tenants(s) will pay all charges incurred in the replacement of the locks and making of new keys. There is a \$25.00 fee, per key for each key not left at premises at the end of the lease. Changing of the locks by the Tenant(s) constitutes a breach of this lease and will be treated as any other breach under Paragraph 13 of this agreement. There is a \$100.00 charge for landlord to unlock premises.
23. **INVALID PROVISION: SEVERABILITY:** Any provision of this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this agreement.
24. **MISCELLANEOUS.** Tenants acknowledge the reading and understanding of this lease and do further acknowledge that the lease is inclusive of the rules and regulations, hereto attached, and all the terms and conditions as set forth in this document.
25. **BED BUGS NOTICE.** This Bed Bugs Notice is incorporated and made a part of the Lease.
 - A. **Acknowledgement:** Tenant hereby acknowledges and agrees that Landlord has informed Tenant that the Property has **NO BED BUG INFESTATIONS** prior to the execution of the Lease and that Tenant has (or has had the opportunity to) inspect the Property to confirm that no bed bug infestation exists. To the extent that there have been any reported instances of bed bug infestations in the Property, Landlord has had the Property treated by a licensed pest control company, and the Property was then found to be free of infestation.
 - B. **Prior Residence:** Tenant certifies to Landlord that Tenant is not moving from, and has not lived in, a property that has experienced or has been subject to a bed bug infestation within the eighteen-month period immediately preceding the beginning of the term of this Lease.
 - C. **Responsibilities:** Tenant agrees that any infestation of bed bugs in the Property will constitute damage to and defacement of the Property. In consideration of the disclosures provided herein, if the Property becomes infested with bed bugs at any time during the Term or between the Tenant's move-out and Landlord's possession of the Property, such infestation will be conclusively presumed to be caused by Tenant, and Tenant will be responsible for any costs and/or damages including cost of treatment by a qualified and licensed pest control company and pursue remedies available for default under the Lease.

D. Indemnification: Landlord will not be responsible for any of Tenant's losses, damages or expenses arising from a bed bug infestation, inspection, or treatment.

The parties agree that all negotiations are merged into this document and that there are no additional terms or conditions not covered in this agreement. Any and all modifications to this agreement shall be in writing and executed by all parties. The election by the Landlord of one particular remedy does not prohibit the Landlord from seeking any and all other remedies.

This is a binding agreement and your signature binds you to its terms immediately upon signing. All signatures are jointly liable for all rents, deposits, damages and other obligations under this lease.

ACCEPTANCE DATE: _____ Muncie, Indiana.

1. Name _____ Signature _____

Social Security # _____ Date of Birth _____

Parents Address _____

City _____ State _____ Zip _____

Parents Phone _____ Tenant cell phone _____

Tenant email _____

2. Name _____ Signature _____

Social Security # _____ Date of Birth _____

Parents Address _____

City _____ State _____ Zip _____

Parents Phone _____ Tenant cell phone _____

Tenant email _____

3. Name _____ Signature _____

Social Security # _____ Date of Birth _____

Parents Address _____

City _____ State _____ Zip _____

Parents Phone _____ Tenant cell phone _____

Tenant email _____

4. Name _____ Signature _____

Social Security # _____ Date of Birth _____

Parents Address _____

City _____ State _____ Zip _____

Parents Phone _____ Tenant cell phone _____

Tenants email _____

5. Name _____ Signature _____

Social Security # _____ Date of Birth _____

Parents Address _____

City _____ State _____ Zip _____

Parents Phone _____ Tenant cell phone _____

Tenant email _____

6. Name _____ Signature _____

Social Security # _____ Date of Birth _____

Parents Address _____

City _____ State _____ Zip _____

Parents Phone _____ Tenant cell phone _____

Tenant email _____

Owner/Agent Signature _____

FOR MAINTENANCE CONTACT THE FOLLOWING:

Visit our website – www.RentBSU.com - fill out a maintenance request form for your property.

FOR QUESTIONS REGARDING LEASING, BILLING, AND UTILITES CONTACT:

Cynthia Stephens – email – cynthia@furbeeproperties.com
Cynthia Stephens – work - #765-529-3002 (Ace Hardware, New Castle)

OTHER CONTACT INFORMATION:

Kyle and Megan Ash – email kra.exc@gmail.com
Kyle Ash—text--#765-524-5660
Doug Furbee – email – doug@furbeeproperties.com
Doug Furbee – text - #765-744-3593

*****PLEASE CALL BETWEEN 8:00 AM AND 5:00 PM MONDAY THRU FRIDAY UNLESS IT IS AN EMERGENCY****

RULES AND REGULATIONS

Each Tenant Shall:

1. Keep the demised premises in a clean and sanitary condition. IT IS IMPERATIVE TO KEEP THE PREMISES CLEAN AND NEAT WHEN LANDLORD IS SHOWING THE HOUSE TO PROSPECTIVE TENANTS OR

BUYERS. A PORTION OR ALL OF YOUR DEPOSIT WILL BE FORFEITED.

2. Properly dispose of rubbish, garbage, and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant(s). Tenants will pay all extermination fees if bedbugs are found on premises. Tenants will regularly keep said yard and porches/decks/patios free of trash and foreign debris. Landlord reserves the right to charge a minimum fee of \$35.00 for improperly disposed of rubbish, garbage, waste and not keeping said yard and porches/decks/patios free of trash and foreign debris. Payable upon receipt.
3. Properly use and operate all electrical, gas, heating, plumbing, and other fixtures and appliances.
4. Replace all expired light bulbs and broken glass at the expense of the Tenant(s).
5. Not intentionally or negligently destroy, deface, damage, impair, or remove any part of the premises, their appurtenances, facilities, equipment, appliances, or fixtures, nor shall said Tenant(s) permit any member of his family, invites, licensee or other person acting under his control to do so.
6. Not permit a nuisance or common waste.
7. Not allow pets to be kept on the property. If for any reason a pet is discovered in the leased premises, landlord reserves the right to charge a fine of \$500.00 payable upon receipt. In addition to the fine, Tenant shall pay for duct and furnace cleaning as well as pest inspection and extermination. Permitting a pet on the property shall be considered a material breach of the lease and automatic eviction may result.
8. **NO PARTIES. NO EXCEPTIONS.** Landlord reserves the right to charge a fine of \$500.00 payable upon receipt. This shall be considered a material breach of the lease and automatic eviction may result.
9. House is permitted _____ parking spaces. Inoperative motor vehicles shall not under any circumstances be permitted to be parked on the premises. Parking is by permit only and anyone without a permit will be towed. Boats, campers and trailers will not be allowed to be parked on premises.
10. Not dispose grease or solid non-biodegradable waste through sink drains or toilets. All grease should be disposed of with refuse in the proper containers. Flushing of sanitary products (tampons, pads, etc.) or any other substance other than human waste or toilet paper is forbidden. There is a minimum of a \$30.00 charge for unclogging a drain or toilet. To pay for any damage done by wind or rain caused by leaving the windows open or by overflow of water or stoppage of drains or sewer pipes. Also responsible for frozen or broken pipes. If temperatures drop below freezing (30F) leave faucets dripping. If you leave on winter break leave some heat on (set no lower than 55 degrees) and the faucets dripping. Any problems should be reported to the Landlord first. The Tenant(s) is responsible for all damage from failure to comply with these rules and regulations.
11. Be responsible for any damage or destruction to the premises or fixtures due to negligence on Tenant(s) part will be repaired or replaced at cost of Tenant(s). Landlord reserves the right to repair any damages caused by destruction of

Tenant(s) prior to Tenant(s) vacating the premises. Cost of such repairs will be payable to Landlord on receipt. Damage of any interior door will be billed at a minimum of \$300.00 for repair.

12. Not use tape, glue, or adhesives on the walls to hang pictures. Nails are permitted.
13. No articles shall be suspended outside of the building or placed on the windowsills thereof. No furniture other than lawn furniture is permitted outside of the building. Landlord reserves the right to charge a \$25.00 fee per day for permitting furniture (other than lawn furniture) outside of the premises. A maximum number of six (6) persons are allowed on the decks.
14. Will keep sidewalks and parking areas clear of snow and ice.
15. Not permit anyone whose name is not on the lease to live on the property.
16. Not remove SMOKE ALARM BATTERIES for any reason, except to replace with new. Tenant(s) shall test all smoke alarms monthly and immediately report any problems to Landlord.
17. Keep all doors and windows locked upon Tenant(s) leaving the premises. The Landlord shall not be responsible for theft of any item.
18. Prior to vacating premises, complete all items on the CHECK LIST FOR VACATING HOUSE. A copy which is attached. A charge for those items not completed satisfactorily by tenants will be assessed by Landlord. A minimum charge of \$40.00 per hour for labor (per person required to complete the job) plus cost of repair and/or replacement parts. After vacating property, tenants shall be charged One Hundred Dollars (\$100.00) for each load or partial load of trash which must be removed from premises by Landlord.
19. Not allow premises to be damaged by smoking.
20. No fire pits or outdoor fires are allowed on premises. Grills must be at least 10 feet from the building.
21. You may not drill, nail, screw or attach anything to the outside of the house on the siding or roof. This includes installing cable, satellite dishes, decorations, or any other apparatus.
22. No Swimming pools of any kind are permitted on premises.
23. No "beer pong" tables are permitted, and no bars may be built or installed. There will be a fine of \$300 if either is found on the premises and these may be removed by the landlord.

I, as Tenant, have read and understand the above RULES AND REGULATIONS and agree to abide by such.

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |

CHECK LIST FOR VACATING HOUSE

- _____ Remove all food from the refrigerator and freezer, clean, unplug, and leave doors open.

- _____ Clean oven (spray with oven cleaner), stovetop, refrigerator, sink, kitchen, cabinets, and floor.
Move refrigerator and stove out and clean floors.

- _____ Sweep stairs, basement floor, porches, and collect all trash and cigarette butts from yard.

- _____ All carpeting shall be swept and clean from any debris. After you have vacated premises Landlord shall have all carpeted areas professionally cleaned at Tenant(s) expense. Landlord shall forward copy of the receipt to Tenant(s). Carpet cleaning expense will be deducted from your Security Deposit.

- _____ Mop all vinyl floors.

- _____ Clean Bathroom(s) – Tubs, shower (clean soap residue from shower walls), sink, toilets, and floor.

- _____ Replace burned out light bulbs and repair any broken items. Any light bulb replaced by tenant must be replaced with the same type of bulb previously installed by the landlord. There will be a \$5.00 fee for each standard bulb we replace and a \$10.00 fee for each specialty bulb. All broken blinds must be replaced with identical blinds installed by the landlord. Contact landlord before replacing blinds. Fee for landlord to replace blinds is \$30.00 per blind.

- _____ Remove all trash, place in plastic bags and place at normal trash pick up site. Trash must be in the green containers provided by the city or you will be billed to have trash hauled away. The city will not pick up any trash not placed in containers.

- _____ Clean ceiling fans and baseboards.

- _____ Close and lock all windows and doors and leave keys on the kitchen counter. There is a \$25.00 fee, per key for each key not left at the house.

- _____ Notify Landlord via email, as to the date you will vacate premises and provide a forwarding address. Failure to do so could delay the return of any damage deposits.

- _____ Tenant(s) are responsible for contacting utility companies to take service out of their name. Utilities must remain on and in Tenant(s) name for the term of the lease. Any utility bill that Landlord pays for the term of the lease will be billed to Tenant(s) and a fee of \$25.00 per bill will be charged for this service. This is applicable when tenants are responsible for utilities.

- _____ Remove all furniture. Furniture cannot be left for Sanitation Department. It must be hauled off premises or you will be billed dumping fees.

IT IS THE TENANTS RESPONSIBILITY TO LEAVE THE PREMISES IN A CLEAN AND GOOD CONDITION. IF THE AFOREMENTIONED ITEMS ARE NOT TAKEN CARE OF, A CLEANING SERVICE WILL BE ENGAGED AT A COST OF UP TO \$40.00 PER HOUR, PER PERSON REQUIRED TO COMPLETE THE ABOVE ITEMS, AND THIS WILL AMOUNT WILL BE DEDUCTED FROM TENANTS SECURITY, DAMAGE, AND CLEANING DEPOSIT.

