



Street Address: 444 E Third St, Suite 1, Bloomington, IN 47401-3608
Mailing Address: PO Box 1248, Bloomington, IN 47402-1248
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Family Owned and Operated

BURNHAM PLACE APARTMENTS, LLC
2018-19 LEASE AGREEMENT

THIS INDENTURE WITNESSETH, that Burnham Rentals ("LESSOR"), 444 E Third St, Suite 1, Bloomington, IN 47401-3608, or PO Box 1248, Bloomington IN, 47402-1248, acting as Agent ("AGENT") for Burnham Place Apartments, LLC, of the County of Monroe in the State of Indiana, has this day leased to:

\_\_\_\_\_, ("LESSEE(S)")
of said County and State, and to their Executor/Administrator and assigns the following premises in said County and State to Wit: 444 E Third St, Apartment # \_\_\_\_\_ together with the right, privileges, and appurtenances, to the same to have and to hold from Noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to Noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The Lessee(s) hereby agree(s) to pay as rent for said premises the total sum of \$\_\_\_\_\_. Said rent shall be payable in \_\_\_\_\_ monthly installments of \$\_\_\_\_\_ on or before the \_\_\_\_\_ day of each month in advance.

It is understood that this contract is not a 365-day contract, unless otherwise specified. Most lease terms are for 360 days and are based on 12, 30-day periods. All rent payments must be received in the Lessor's office no later than five (5) days of its due date. Failure to pay this could result in immediate legal action. Failure to pay rent when due could result in Internet service included with the rental unit being suspended until the past due amount is paid in full. Lessor, as Agent for Burnham Place Apartments, LLC, has the right to assign all interest in this lease to any other legal entity and said assignee shall be entitled to any and all rights of this lease. Rent payments should be mailed to Burnham Rentals, PO Box 1248, Bloomington, IN 47402-1248 or can be dropped off at the Burnham Rentals office.

All signatories are jointly and severally liable for all rents, damages, and charges that accrue during the time of this lease or any addendum to this lease. If there is more than one Lessee, each party is solely liable for the full amount of the rent specified. The acceptance by the Lessor of individual, separate payments does not remove this liability.

If the Lessee(s) does/do not pay rent by the due date, the Lessor has the right to assess a late fee of \$5 per Lessee per day until rent is paid in full. If the Lessee(s) pay(s) rent by check and it is returned for any reason, the Lessee(s) shall pay an additional \$25, which shall be deemed a "Bad Check Charge." The Lessor may require Lessee(s) to pay rent by cash or certified check if more than one check is returned. If rent is adjusted due to early possession or move out, subleasing agreements, or other circumstances, a prorated daily rent amount will be calculated (monthly rent amount divided by 30, then multiplied by the number of days in which the residence is occupied prior to the lease start date).

FOR OFFICE USE ONLY
Damage Deposit(s) Received:
Fully Executed Copies of Lease Mailed on \_\_\_\_\_ by \_\_\_\_\_

The Lessor's office hours of operation are 9:00 am to Noon and 1:00 pm to 4:30 pm, Monday through Friday. The Lessor reserves the right of entry for maintenance, repairs, water meter reading, and emergency situations anytime and is not restricted to operating hours. Normal working hours for Burnham Rentals maintenance staff are 8:00 am to 4:30 pm, Monday through Friday.

**DAMAGE DEPOSIT**

A damage deposit in the amount of \$\_\_\_\_\_ has been paid by the Lessee(s) to the Lessor at lease signing. **The damage deposit is not a rent payment.** Lessee(s) is/are not paying the first or last month's rent at this lease signing. The damage deposit will be returned upon the completion of the lease and the Lessee(s) vacating the unit without damages other than normal wear and tear on the premises. The Lessor reserves the right to use the damage deposit for any unpaid rents, utility bills, or damages. The Lessor is not responsible to the Lessee(s) for damages if they are beyond the control of the Lessor, including damage that may occur due to wind, storm, rain, fire, smoke, sprinkler systems, or interruption of equipment or utility functions. It is the responsibility of the Lessee(s) to cover any and all personal property with renter's insurance. Any remaining damage deposit will be paid to the individual(s) who posted the deposit. The Lessor has up to 45 days after the expiration of the lease to process the refund.

**OCCUPANCY**

It is understood and agreed that this unit is being rented to \_\_\_\_\_ **person(s) and only \_\_\_\_\_ person(s).** Occupancy is limited to this number and named person(s). The premises are to be used and occupied by the named Lessee(s) for a residence and for no other purpose. Lessee(s) is/are not permitted the right to store furniture or other personal belongings of other persons not party to this lease in the rental unit. Lessee(s) is/are responsible for cleaning of the rental unit during their occupancy.

In the event a Lessee is locked out of the rental unit during normal business hours, the Lessee is subject to a \$15 charge for the Lessor to unlock the unit. In the event a Lessee is locked out of the rental unit outside business hours, the Lessee is subject to a \$50 charge for the Lessor to unlock the unit. Lockouts or lost key calls between the hours of 10:00 pm and 8:00 am may be required to wait until 9:00 am the next morning to be let into their rental unit or for key replacement. This is at the Lessor's discretion. A \$20 key charge will be assessed to Lessee if a replacement key has to be issued due to Lessee losing or leaving the rental key elsewhere. Should the rental unit lock have to be changed due to Lessee's loss of key, a \$50 lock fee will be assessed.

The Lessor hereby gives notice that the Lessee(s) has/have specific rights under the City of Bloomington Housing Code. These rights are outlined in the "Tenants' and Owners' Rights and Responsibilities," which is provided to the Lessee(s) as an attachment to this lease and is available on the Lessor's website for review. The Lessee(s) hereby denote(s) receipt of the summary. The Lessee(s) also has/have the right to examine the Occupancy Permit for the premises, which is issued by and on file with the City of Bloomington Housing and Neighborhood Development. A copy of this permit is also on file in the Burnham Rentals office.

The Lessor has the right, with advance notice to the Lessee(s), to show the rental unit to prospective renters. This may include showing the rental unit on Saturday. Lessee(s) shall maintain the rental unit in a reasonable, clean condition and allow the Lessor complete access to the unit.

If a private security system is installed at the property, the Lessee(s) is/are required to provide Lessor with access information. Any repairs required due to the installation of a security system will be paid for by the Lessee(s).

**SUBLEASING**

The premises are not to be subleased or occupied by other persons or for other purposes than herein expressed without written consent of the Lessor. If a Lessee decides to sublease the rental unit, they may do so subject to approval by the Lessor; and where applicable, all roommates remaining in the unit during the lease term. Lessor reserves the right to charge a \$75 subleasing fee. The Sublessee must post a damage deposit equal to one month's rent or original Lessee's monthly rent amount and sign the original lease. The Lessee's original damage deposit will be held by the Lessor until the lease expiration. The original Lessee is ultimately responsible for the Sublessee. Multiple subleases are not allowed. A rental unit may only be subleased once

during a lease period. A copy of the "Conditions of Subleasing" is available at the Lessor's office and website. Should a rental unit be subleased for any term during this contract and the original Lessee(s) renew(s) for another term in the same rental unit, the original Lessee has the responsibility to advise Burnham Rentals in writing of any damages caused by the Sublessee. Original Lessee must advise Lessor in writing within five days of retaking possession of the rental unit of any damages caused by Sublessee. If this does not occur, Sublessee's deposit will be refunded in full and original Lessee will be held responsible for those damages caused by Sublessee.

### **SMOKING PROHIBITION**

Smoking is prohibited in any indoor area of the rental unit, including enclosed hallways. For the purposes of this lease, this includes the smoking of cigars, cigarettes, pipes, electronic and vapor cigarettes, and any other matter or substance that contains tobacco or other materials, including marijuana. This provision applies to Lessee(s) and their guests. It is the responsibility of the Lessee(s) to inform and enforce this policy with guests. Failure to follow this policy is a violation of the lease shall be considered a material breach of the lease and grounds for eviction by Lessor. A \$350 fine can be assessed by Lessor if Lessee(s) is/are in violation of this provision. This provision does not ban smoking outside of the rental unit on walkways, sidewalks, open air areas or parking areas.

The burning of candles and incense is also prohibited in the rental unit. The use of candles is allowed in case of electrical blackout or power failure. Any violation of the above-mentioned items will result in an automatic repaint charge at the expiration of the lease.

### **PET PROHIBITION**

**NO PETS OR VISITING PETS ARE ALLOWED IN, ON, OR AROUND THE RENTAL UNIT.** A violation of this provision will be cause for eviction, assessment of damages and fumigation charges. A \$350 fine can be assessed by Lessor if Lessee(s) is/are in violation of this provision.

### **OTHER PROHIBITIONS**

The use and/or possession of illegal drugs, underage drinking, and other illegal activities defined by city, county, state, and/or federal law in and around the rental unit is/are prohibited and will not be tolerated. Violation of this provision is cause for immediate eviction. Lessee(s) will be held responsible for the actions of guests. Violation of the above-mentioned prohibition can result in notification to law enforcement authorities.

Loud noises, music, or large parties are not allowed. Vocal or instrumental practice or instruction, bass subwoofers, or surround sound systems are prohibited. **Quiet hours are established between the hours of 11:30 pm to 8:00 am. Failure to observe quiet hours may result in eviction proceedings.** The rental unit is to be kept quiet enough as not to disturb any neighbors. This policy is strictly enforced. If Lessee(s) cannot observe this policy, they should not sign this contract.

No nails are to be driven into the walls, and double-faced adhesive hangers and putty adhesives are not allowed. The use or installation of dart boards is prohibited. Televisions and other appliances may not be attached to walls or ceilings. If Lessee(s) damage(s) the walls or ceiling in any manner, they are not to patch holes or damaged areas. Lessee(s) should not scrub or paint the walls, and the use of Mr. Clean Magic Erasers (or similar products) on the walls is prohibited. Violation of these prohibitions will result in a repaint charge.

Lessee(s) are not allowed to install or bring into the rental unit any type of swimming pool or hot tub. No waterbeds allowed.

Lessee(s) cannot paint or modify the rental unit in any form without written consent of the Lessor.

Lessee(s) may not change or add any locking devices in or on the rental unit.

Lessee(s) shall be responsible for the cost of repairs for plumbing, stoppages, or blockages of any kind after 30 days of occupancy. The Lessor shall be responsible for the repair of rusted pipes or leaking faucets. The Lessee(s) shall immediately report to the Lessor any water leaks of the faucets, pipes, toilet, or other damages to the premises. The Lessor will not be held liable for Lessee's(s') failure to report water leaks and any high water/sewer bills as a result of this failure. The Lessor will upon request show the Lessee(s) how to monitor the water meter to determine if there is a leak. Failure to report running water or water leaks shall result in additional fees assessed to the Lessee(s).

Waste/Recycling is not allowed to accumulate within or around the rental unit. It is the responsibility of the Lessee(s) to remove trash items to the provided onsite dumpster. Trash cans placed around the building walkways are to be used for incidentals such as junk mail, cans, or bottles. Failure to place items in the dumpster could result in a \$25 fee.

Cooking or grilling is not allowed on/in any of the sidewalks, balconies, entry passages, stairways, and other common areas. Barbeque grills, hibachis, smokers, or other outdoor cooking devices are not allowed. Use of this equipment is prohibited within 10 feet of any structure and would be a violation of the Indiana Fire Code.

Lessee(s) is/are prohibited to enter the roof for any reason other than an emergency exit situation. If the Lessee(s) enter(s) the roof, it will be cause for immediate eviction proceedings.

Installation of satellite/Dish TV devices on the rental unit is prohibited.

The Lessee(s) agree(s) to keep sidewalks, balconies, entry passages, stairways, and common areas free of obstructions, such as bicycles, garbage, or furniture. The Lessor maintains the right to limit the number of people on balcony areas at any time. Outdoor furniture is permitted on balconies, walkways, porches, and patios. No interior furniture items are allowed on the balconies, walkways, porches, or patios.

## UTILITIES

Lessee(s) is/are responsible for the following utilities: **electricity, water/sewer/storm water fees, telephone, and cable. Internet service** is included with the rental of this unit. Terms and conditions of Internet usage may apply. Burnham Rentals contracts the Internet service with an independent contractor and is not responsible for the maintenance and service of the Internet service. The Internet contractor information is available at the Burnham Rentals office.

**Lessee(s) is/are responsible for establishing electric service in their name by the start date of this lease.** If this is not done, Lessee(s) will be billed by Burnham Rentals for charges to Burnham Rentals for electric service. Electricity is not to be turned off or disconnected during the lease term without the written permission of the Lessor. If the electricity is disconnected or turned off during the lease period, the Lessee(s) will pay all reconnect fees, bills, and other charges associated with these utilities for the remainder of the lease period.

Each apartment has a water usage meter, which will be read monthly by the Lessor. The Lessee(s) will receive a monthly bill from the Lessor based on the charges assessed by the City of Bloomington Utilities for water/sewer/storm water usage and fees. This bill is to be paid within five days of its issue date. Should Lessee(s) fail to pay the water/sewer bill within seven days of delivery or a past due amount accrues, the Internet service included with this lease will be suspended until the past due amount is paid. Lessee(s) use of outside water hose connections is prohibited.

## PARKING

**Parking is not included with the lease;** however, limited onsite parking is available to Lessee(s) **only** for an annual fee of \$600 per vehicle for the full lease period. Parking fees are due in full by September 1. Vehicles eligible for parking spaces are to be registered in the name of the resident or the resident's parents/legal guardians. Onsite parking is limited and available on a first-come, first-served basis. **No visitor parking is provided.** Lessee(s) in a shared apartment understand and agree that they are subject to stacked parking (i.e. two Lessees of the same apartment share the same long parking space with one vehicle parked behind the other). Vehicles should not protrude into or be parked in access alleys or driveways; block the stairway or garage entrances; or be parked on sidewalks or landscape/lawn. The Lessor reserves the right to restrict certain vehicles due to size, width, length, and height. Lessee(s) is/are prohibited from selling, reselling, or renting parking spaces.

## CHECK-IN and CHECK-OUT INSPECTIONS

Check-in and check-out inspections shall be scheduled during the Lessor's normal business hours (9:00 am to 4:30 pm, Monday through Friday). Exceptions may be made subject to the Lessor's availability. The Lessee(s) is/are responsible for contacting the Lessor at least 10 days prior to the lease start and end dates to schedule check-in and check-out inspections. Failure to schedule the required check-in or check-out inspection may result in a \$50 fee. Check-in inspections occur on the lease start date or any business day thereafter during

normal business hours. Check-out inspections may occur on or before the lease expiration date. Early check-out inspections with no problems or issues can expedite the deposit refund. Check-in and check-out inspections will only be conducted with parties to the lease. All other parties are to remain outside of the rental unit until this inspection is completed. No personal possessions are to be moved into the rental unit until the check-in inspection is complete; and all possessions must be removed from the unit and property for the check-out inspection to occur.

**The Lessee(s) agree(s) at the expiration of this lease to peaceably deliver the premises in as good a condition and repair as documented during check in, or in as good a condition and repair as the Lessor may at any time during the lease put the same in.** At the expiration of this lease, the Lessor, representatives, and/or assignees, may enter upon and take possession of the premises and expel the occupants thereof, without in anyway being a trespasser. The failure of the Lessor to take possession of the premises at the time aforesaid, shall not estop the Lessor from afterwards asserting said rights, and the occupancy of the premises by the tenant, after the expiration of the lease, or the forfeiture thereof, shall give the Lessee(s) no rights as a tenant but the Lessee(s) may be expelled at any time without notice. There is no month-to-month extension granted or presumed.

Any resident moving from one Burnham Rentals rental unit to another Burnham Rentals rental unit will be required to vacate the current rental at the current lease expiration. All personal belongings must be removed and a full check-out inspection will occur. Lessor does not and will not provide any storage facilities. Lessee(s) will then move into the new rental unit on the new lease start date specified in the new contract. A second deposit is required for the new lease. The original deposit will not transfer to the new lease.

Check-out inspections will be conducted when the Lessee(s) has/have cleaned the rental unit, removed all personal items, and is/are prepared to turn over key(s) for the premises. Lessee(s) is/are responsible for cleaning the rental unit, and the Lessor will provide Lessee(s) with a checklist of cleaning requirements at least 20 days prior to lease expiration. If the rental unit is provided with Compact Florescent Lightbulbs (CFL) or Light Emitting Diode (LED) bulbs at move in, Lessee(s) must replace any burned out or missing CFL or LED bulbs with the exact same size, wattage and style by the check-out inspection. If this is not done, the Lessee(s) will be charged for the CFL or LED replacement.

**The Lessee(s) must have any carpeted areas in the rental unit cleaned by a professional carpet cleaning company located in Monroe County, at the time of their vacating.** Lessee(s) must **provide a paid receipt** to the Lessor showing the carpet cleaning has been completed. Carpet cleaning must occur after all personal items (including furniture) have been removed, all cleaning is done, and the Lessee(s) is/are ready to turn over the keys to the Lessor. In some cases it may be necessary to delay the carpet cleaning until Lessor has completed repairs needed after damages have been caused by Lessee(s). If the Lessor has to make arrangements for carpet cleaning or general cleaning of the rental unit, an administrative charge of \$35 per Lessee may be assessed for each service. Failure to leave the rental unit in a clean condition or condition denoted at check-in inspection will result in cleaning charges being deducted from the damage deposit at the end of the lease period. **The rental unit will not be checked in or out if the electricity has been disconnected.** If utilities are disconnected before check out, the Lessee(s) is/are responsible for reconnect service fees. The water meter will be read at check out, and the final water/sewer charges will be deducted from the deposit. Any past due water bills will also be deducted from the deposit

At the expiration of this lease, all personal belongings of the Lessee(s) are to be removed from the rental unit. If items remain on or in the premises after the expiration of this lease, items will be disposed of at the Lessor's discretion, and a disposal fee of up to \$100 per Lessee may be imposed. If an agreement has been reached between the outgoing Lessee(s) and the incoming Lessee(s) regarding items to remain in the rental unit, the Lessor must receive a letter signed by both parties identifying the items to remain in the rental unit. Incoming Lessee(s) assume(s) the responsibility for the removal and disposal of any items at the end of the lease term. Lessor claims no responsibility and will not be held responsible if items transferred between new Lessee(s) and past Lessee(s) cause any problems with cleaning or preparation of rental unit. Lessee agrees to accept the rental unit as is if this condition exists.

Lessee(s) shall be held responsible for any fines assessed by the City of Bloomington as a result of any actions by the Lessee(s). Lessee(s) **shall not dispose of large furniture or mattresses in any dumpster** of the Lessor or any property of the Lessor. Should this occur, Lessee(s) shall be charged the disposal fee

