

Family Owned and Operated

**BURNHAM RENTALS, LLC – 320 SOUTH DUNN STREET
2022-23 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 Rentals, LLC, of the County of Monroe in the State of Indiana, has this day leased to:

_____ **NAME** _____, (“LESSEE(S)”) of said County and State, and to their Executor/Administrator and assigns the following premises in said County and State to

Wit: **320 SOUTH DUNN STREET, APARTMENT #** _____ **OR** **APARTMENT NUMBER TO BE ASSIGNED AS PER “LEASE ADDENDUM FOR APARTMENT ASSIGNMENT” (“RENTAL UNIT”)** together with the right, privileges, and appurtenances, to the same to have and to hold from **Noon on** **AUGUST 17, 2022**, to Noon on **AUGUST 7, 2023**. The Lessee(s) hereby agree(s) to pay as rent for said Rental Unit the total sum of **\$00.00**. Said rent shall be payable in **12** monthly installments of **\$00.00** on or before the **17TH** day of each month in advance.

It is understood that this **is not a 365-day contract**, unless otherwise specified. **Lease dates are as stated above.** All rent payments must be received in the Lessor’s office no later than five (5) days of its due date. Failure to pay could result in immediate legal action. Internet service included with the Rental Unit may be suspended until the past due amount is paid in full. Lessor, as Agent for Burnham Rentals, 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 may be mailed to Burnham Rentals, PO Box 1248, Bloomington, IN 47402-1248; be delivered to the Lessor’s office; be paid electronically (see burnhamrentals.com for current services accepted); or be paid via credit card with a service charge.

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 a check is returned. If rent is adjusted due to early possession or move out, subleasing agreements, or other circumstances, a prorated daily rent amount

FOR OFFICE USE ONLY
Damage Deposit(s) Received:

Fully executed copies of lease documentation sent electronically on _____.

will be calculated (monthly rent divided by 30, then multiplied by the number of days in which the Rental Unit is occupied prior to the lease start date).

The Lessor's office and maintenance staff are on site Monday to Friday from 9:00 am to 4:30 pm. The Lessor reserves the right of entry for maintenance, repairs, water meter reading, and emergency situations anytime and is not restricted to operating hours.

DAMAGE DEPOSIT

A damage deposit of **\$00.00** was paid by the Lessee(s) to the Lessor at lease signing. **The damage deposit is not a rent payment for first or last month's rent.** The Lessor will retain the damage deposit for the entire lease term. 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.

At the end of the lease, the Lessor has up to 45 days to process the damage deposit refund, provided rent is paid in full. The damage deposit balance will be returned upon the completion of the lease; the Lessee(s) vacating the unit without damages other than normal wear and tear on the Rental Unit; and full payment of this contract. Damage deposit refunds are paid to the individual(s) who posted the deposit. It is the responsibility of the Lessee(s) to provide forwarding address(es). If forwarding address(es) is/are not provided, the Lessor will process the refund to the address provided on the application. If a refund check is lost, the Lessee will be responsible for any stop payment charges before a new refund check will be issued.

OCCUPANCY

The Rental Unit may not be occupied by individuals who are not party to the lease. It is understood and agreed that this **unit is being leased to PERSON/PEOPLE** and has **an Occupancy Permit for a maximum of PERSON/PEOPLE**. The Lessee(s) has/have the right to examine the Occupancy Permit for the Rental Unit, which is issued by and on file with the City of Bloomington Housing and Neighborhood Development and the Lessor. Moving additional people into the unit without consent of the Lessor is a violation of lease and is subject to eviction and fines as assessed by the City of Bloomington.

Lessee(s) is/are not allowed to store furniture or personal belongings in the Rental Unit for others not party to the lease. The Rental Unit is to be used and occupied by the Lessee(s) for a residence and for no other purpose. Lessee(s) is/are responsible for cleaning the Rental Unit and for removing trash during occupancy.

If a Lessee is locked out of the Rental Unit during business hours, the Lessee may be subject to a \$15 charge from the Lessor to unlock the unit. If a Lessee is locked out of the Rental Unit outside business hours, the Lessee may be subject to a \$50 charge from the Lessor to unlock the unit. Addressing after hours calls for lockouts are at the Lessor's discretion, and the Lessee may be asked to wait until morning for a staff member to let them into the Rental Unit. There is a \$20 key charge for a replacement key.

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 for the showing.

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

SUBLEASING

A Rental Unit may only be subleased once during a lease period per individual Lessee. Multiple subleases are not allowed. For additional information, a Lessor's "Conditions of Subleasing" is available at the Lessor's office and on its website. The Lessor reserves the right to charge a \$75 subleasing fee.

If a Lessee decides to sublease the Rental Unit, they may do so subject to the Lessor's approval of an application; and where applicable, the approval of all roommates remaining in the Rental Unit during the lease term. Once approved, the sublessee must sign the original leasing documents, post a damage deposit equal to one month's rent or original Lessee's monthly rent, and complete a Sublease Agreement with the Lessee. 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.

If the Rental Unit is subleased during this contract, and the original Lessee(s) renew(s) for another term in the same Rental Unit, the 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 damages caused by Sublessee.

CHECK-IN and CHECK-OUT INSPECTIONS

Check-in and check-out inspections shall be scheduled during the Lessor's regular 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 regular 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 be only conducted with parties to the lease. All other parties are to remain outside of the Rental Unit until the inspection is complete. 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 Rental Unit 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 Rental Unit and expel the occupants thereof, without in any way being a trespasser. The failure of the Lessor to take possession of the Rental Unit at the time aforesaid, shall not estop the Lessor from afterwards asserting said rights, and the occupancy of the Rental Unit 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.

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 Rental Unit after the expiration of this lease, items will be presumed abandoned and disposed of at the Lessor's discretion. A disposal fee of \$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) interfere with cleaning or preparation of Rental Unit. Lessee agrees to accept the Rental Unit as is if this condition exists.

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 Rental Unit. 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 Fluorescent 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) may 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 and furniture are removed, cleaning is complete, and the Lessee(s) is/are ready to turn over the keys to the Lessor. It may be necessary to delay the carpet cleaning until Lessor has completed repairs needed if damages have been caused by Lessee(s). If the Lessor makes arrangements for carpet or general cleaning of the Rental Unit, an administrative charge of \$50 per Lessee may be assessed for each

service. Failure to leave the Rental Unit in a clean condition or condition denoted at the 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

Lessee(s) moving from one Burnham Rentals Rental Unit to another Burnham Rentals Rental Unit may 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 storage facilities. Lessee(s) will 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.

Lessee(s) shall be held responsible for any fines assessed by the City of Bloomington due to 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 assessed to the Lessor by the Lessor's trash removal company, plus an administrative charge of \$50 per Lessee.

Failure to return keys at the end of the lease term shall result in a charge of \$20 per key. It is the responsibility of the Lessee(s) to provide the Lessor with forwarding address(es).

UTILITIES

Lessee(s) is/are responsible for **electricity, water, telephone, and cable** as these utilities are not included with the rent. **Internet service is included** with the rental of this unit. Terms and conditions of Internet usage may apply. The Lessor contracts Internet service with an independent contractor and is not responsible for the maintenance and service of the Internet service. Lessor will provide contact information on the service provider to the Lessee(s).

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

Each apartment has a water usage meter, which will be read monthly by the Lessor, or the Lessee(s) may provide a photo of the water meter on the designated monthly reading date. The Lessee(s) will receive a water bill from the Lessor based on water usage for a billing cycle shown on a bill. Water bills will be emailed to Lessee(s) and payment is due within five (5) days of issuance. The Lessee(s) will receive a water bill from the Lessor based on water usage for a billing cycle shown on a bill.

Should Lessee(s) fail to pay the water/sewer bill within seven (7) 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. Limited onsite garage parking is available to Lessee(s) **only** for an annual fee of \$700 per vehicle, per space, for the full lease period. Payment for garage parking spaces is due in full by September 1. Garage parking is limited and available on a first-paid, first-served basis. Vehicles eligible for parking spaces are to be registered in the name(s) of the Lessee(s) or Lessee's parent/guarantor. Lessees in a shared Rental Unit understand and agree that they are subject to stacked parking and that each vehicle is \$700 (i.e., two Lessees of the same Rental Unit share two parking spaces in a double-parking space with one vehicle parked behind the other).

No visitor parking is provided. Unauthorized/Unregistered vehicles will be towed without warning and at the vehicle owner's expense.

Lessor is not, and shall not be deemed to be, responsible for any damage to vehicles or its contents.

The Lessor reserves the right to restrict certain vehicles due to size, width, length, and height. 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 charge the Lessee(s) or their guest(s) for any damages incurred due to failure to observe posted height restrictions. Lessee(s) is/are prohibited from selling, reselling, or renting parking spaces to individuals who are not on the lease.

Street parking is available through the City of Bloomington for an annual fee. Neighborhood parking permits are issued through the City of Bloomington, and a copy of the lease is required to apply for said permit.

LIABILITY AND RENTER'S INSURANCE

Lessee(s) is/are responsible to obtain insurance coverage for losses to personal property or personal injuries due to theft or other criminal activity, fire, water damage, pipe leaks, and the like. Lessee(s) is/are [check one]:

- required to purchase personal liability insurance in the minimum amount of \$100,000.
- not required to purchase personal liability insurance.

If required, failure to maintain personal liability insurance throughout Lessee(s) tenancy, including any renewal, is an incurable breach of this lease and may result in termination of tenancy and eviction. Lessee(s) agree(s) to provide written proof of the required liability insurance and to list Burnham Rentals as an additional insured/interest on such policy of insurance. **Proof of person liability insurance must be provided to the Lessor BEFORE taking possession of the Rental Unit.**

Lessor does not maintain insurance to cover Lessee's(s') personal property or personal injury. Lessor is not responsible to any Lessee, guest, or occupant, for damage or loss of personal property or personal injury from, including but not limited to, fire, smoke, rain, flood, water, pipe leaks, hail, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents or occupants, or Lessee's(s') own negligence or intentional acts.

QUIET HOURS AND NO TOLERANCE POLICY

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 always be kept quiet enough so as not to disturb neighbors. This policy is strictly enforced. If Lessee(s) cannot observe this policy, they should not sign this contract.

In addition, the City of Bloomington's Quiet Nights Program permits the Bloomington Police Department to enforce the local noise ordinance, which sets specific standards for daytime and nighttime noise.

The "No Tolerance Policy" is based upon provisions of the lease and state and local laws. The Lessor WILL NOT TOLERATE any of the following by Lessee(s) or Lessee's(s') guests:

- Acts of violence toward a Lessee, guest, resident, or staff member;
- Fighting or threatening behavior;
- Destruction of property;
- Loud, obnoxious, or disrespectful behavior;
- Possession of illegal drugs, underage drinking, and other illegal activities as defined by city, county, state, and/or federal law.

Violation of the "No Tolerance Policy" is cause for immediate eviction and can result in notification to law enforcement authorities.

SMOKING PROHIBITION AND SMOKE DETECTORS

Smoking is prohibited in any indoor area of the Rental Unit, including enclosed hallways. 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, incense, mug wort, sage, or other combustible herbs is also prohibited in the Rental Unit. The use of candles is allowed in case of electrical blackout or power failure. Any damages caused by use of the above-mentioned items will result in an automatic repaint charge at the expiration of the lease.

Lessee(s) acknowledge(s) that working UL listed smoke detectors are installed in the Rental Unit. Lessee(s) shall inspect and test the smoke detector once each month during the term of the lease. Lessee(s) shall not tamper with, remove, or replace any parts or equipment of the smoke detector, except to replace batteries. Lessee(s) shall notify Lessor in writing of any failure or defect in the smoke detector. Lessee(s) is/are responsible for the cost of damage to the smoke detector, or to the Rental Unit, caused or allowed by failure to comply with the obligations of this paragraph. Lessor shall not be liable for any injury (including death) to persons or damage to property resulting from a Lessee's failure to test or inspect the smoke detector, replace batteries as required, or to notify Lessor as provided herein.

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.

As required by the Federal Fair Housing Act and state and local fair housing laws, the Lessor is committed to granting reasonable accommodations for assistance animals to afford persons with disabilities equal opportunity to use and enjoy the Rental Unit. Lessee(s) is/are required to provide written documentation from a health or social service professional located in Indiana or from the state of the Lessee's(s') permanent residence. For additional information, the Lessor's "Reasonable Accommodation Policy" is available at the Lessor's office and on its website. If applicable, an "Addendum for a Support Animal" will be added to this lease.

It is a Class A infraction, punishable by up to \$10,000, for any Lessee who misrepresents their need or makes materially false statements to a health service provide to obtain documentation in support of a service animal. Health service providers can be penalized for providing verification of a Lessee's(s') disability status without having adequate professional knowledge of Lessee's conditions, or the provider charges a fee for written verification but provides no other service to the Lessee.

Due to the joint-and-severable liability of this lease, all Lessees occupying the Rental Unit must agree to reside with the assistance animal.

OTHER PROHIBITIONS

If Lessee(s) damage(s) walls and/or ceilings, Lessee(s) may be assessed fees to repair and/or repaint walls and/or ceilings. Damages caused by the following items will be deducted from the damage deposit:

- Nails, screws, or anchoring bolts.
- Double-face adhesive hangers, Command Strips (or similar products), or hanging putty.
- Dart boards, basketball hoops, or other wall-mounted games.
- Televisions, mounting brackets, curtain rods, or shelving.
- Mr. Clean Magic Erasers (or similar products) or other cleaning products.
- Drywall patching.
- Lighting strips, Christmas/holiday lights, and indoor/outdoor decorative lighting strands.

Lessee(s) are not allowed to install or bring into the Rental Unit swimming pools, hot tubs, or waterbeds.

Lessee(s) cannot paint or modify the Rental Unit without written consent of the Lessor.

Lessee(s) may not change or add any door locking devices in or on the Rental Unit.

The Lessee(s) shall immediately report to the Lessor any water leaks of the faucets, pipes, toilets, or other water damage to the Rental Unit. The Lessor shall be responsible for the repair of leaking pipes and plumbing fixtures. The Lessor will not be held liable for Lessee's(s') failure to report water leaks and any high water/sewer bills because of this failure. Failure to report running water or water leaks shall result in additional fees assessed to the Lessee(s). The Lessor will upon request show the Lessee(s) how to monitor the water meter to determine if there is a leak. Lessee(s) shall be responsible for the cost of repairs for plumbing, stoppages, or blockages of any kind that are due to the negligence of 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.

The Lessor reserves the right to remove any banners/decorations visible from the outside of the property that may be perceived as offensive/obscene; attack an individual/group; or violate city sign ordinances.

EVICTION

Upon failure of the Lessee(s) to pay monthly rental payments in advance as due, or upon failure of the Lessee(s) to comply with conditions of this lease, the Lessee(s) shall be subject to immediate eviction proceedings. Upon court approval or expiration of this lease, the Lessor, representatives, and/or assignees, may enter upon and take possession of the Rental Unit and expel the occupants thereof, without in any way being a trespasser. The failure of the Lessor to take possession of the Rental Unit at the time aforesaid, shall not estop the Lessor from afterwards asserting said rights, and the occupancy of the Rental Unit 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.

In the event the Lessor, either through court action or agreed terms with the Lessee(s), requires the Lessee(s) to vacate the Rental Unit prior to the lease expiration, the Lessee(s) will be held responsible for all past, current, or future rents due under the term of this lease. Upon failure to pay rent at maturity or to surrender possession at the expiration of this lease, as liquidated damages for said failure, it is agreed that double the rent above specified shall be paid for the time the rent remains due or unpaid or Lessee(s) hold(s) possession without right. Should a lawsuit be instituted to collect rent and/or to obtain possession of the Rental Unit, the Lessee(s) agree(s) to pay attorney's fees incurred by Lessor.

Special Provisions: _____

Witness our hands, this _____ day of _____, 20_____.

Lessee's Signature and PRINTED NAME

Guarantor's Signature and PRINTED NAME

Lessee's Signature and PRINTED NAME

Guarantor's Signature and PRINTED NAME

Prepared and Accepted By: _____
Lessor's Signature **AMANDA B. BURNHAM**