



Street Address: 444 E Third St, Suite 1, Bloomington, IN 47401-3608
Mailing Address: PO Box 1248, Bloomington, IN 47402-1248
P: 812.339.8300 | burnhamrentals.com | info@burnhamrentals.com

Family Owned and Operated

BURNHAM PLACE APARTMENTS, LLC – 444 E THIRD STREET
2024-25 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:

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:

444 EAST THIRD STREET, APARTMENT # \_\_\_\_\_, BLOOMINGTON, IN 47401

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, 2024, to Noon on AUGUST 7, 2025. 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 after 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 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 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.

The Lessee(s) have provided the Lessor with permanent home address(es), phone number(s) and email address(es) in the "Lease Addendum – Lessee/Lessor Communications." The Lessee(s) agree to accept communications from the Lessor via any of these addresses. This includes, but is not limited to, invoices; past due rent notice; notice of lease violations; eviction notice; damage deposit refunds; or other matters that may impact the agreement between the Lessee(s) and Lessor. The Lessee(s) are required to update the Lessor on any changes during the lease terms.

FOR OFFICE USE ONLY
Damage Deposit(s) Received:
Fully executed copies of lease documentation sent electronically on \_\_\_\_\_.

**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 \$10 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 \$50, 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 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 readings, 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 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. 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(s). The Lessor will process damage deposit refund(s) to the Lessee(s) at the addresses provided on the Lease Addendum – Lessee/Lessor Communications. Lessee(s) are required to update the Lessor of any changes during the lease term. If a refund check is lost, the Lessee is 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 **Rental Unit is leased to ONE PERSON or TWO/THREE PEOPLE** and has **an Occupancy Permit for a maximum of ONE PERSON or TWO/THREE 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 the consent of the Lessor is a lease violation 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 residence and for no other purpose. Lessee(s) is/are responsible for cleaning the Rental Unit and for removing trash during occupancy. The Lessee(s) failure to maintain a clean and safe environment is cause for immediate eviction.

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 to all areas of the Rental Unit for the showing.

If a private security system is installed, Lessee(s) must provide Lessor with access codes. Repairs required due to installation of a security system will be paid for 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, the 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 are 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 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 (5) 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, or if the lease's start or end date falls on a weekend. The Lessee(s) is/are responsible for contacting the Lessor at least 10 days prior to the lease's start and end dates to schedule check-in and check-out inspections. Check-in inspections occur on the lease's start date or any business day thereafter during regular business hours. Check-out inspections may occur on or before the lease's expiration date. Early check-out inspections with no problems or issues can expedite the deposit refund. Check-In and check-out inspections are 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 \$150 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.

The check-out inspection is conducted when the Lessee(s) has/have cleaned the Rental Unit; removed all personal items and trash; and is/are prepared to return the Rental Unit's key(s) to the Lessor. Failure to return keys at the end of the lease term shall result in a charge of \$20 per key.

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 Light Emitting Diode (LED) lightbulbs at move in, Lessee(s) must replace any burned out or missing LED lightbulbs 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 LED lightbulb 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 return key(s) to the Lessor. If Rental Unit damages have been caused by Lessee(s), it may be necessary to delay carpet cleaning until the Lessor completes the necessary repairs.

If the Lessor arranges carpet or general cleaning of the Rental Unit, an administrative charge of \$75 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(s) at the end of the lease period.

The Rental Unit will not be checked in if the electricity is not transferred into the Lessee(s) name at time of occupancy. Electricity must be retained by the Lessee(s) during the entire lease period. **If electricity is disconnected at any time during the lease period**, 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 \$75 per Lessee.

## 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 this Rental 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. The 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 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 via email from the Lessor based on water usage for a billing cycle shown on a bill. Payment is due within five (5) days of issuance. If the Lessee(s) fail to pay the water/sewer bill within seven (7) days of delivery or a past due amount accrues, then 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 in the lease.** Limited onsite garage parking is only available to Lessee(s) for an annual fee of \$840.00 per vehicle, per space, for the full lease period. Payment for garage parking spaces is due in full by the lease start date. 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(s') guarantor or legal guardian. Lessees in a shared Rental Unit understand and agree that they are subject to stacked parking and that each vehicle is \$840.00 (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.

The 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) are required 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 required to purchase personal liability insurance in the minimum amount of \$100,000. 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.** If the Lessee(s) is/are required to have personal liability insurance and fail to provide proof of insurance by the lease start date, the Lessor will purchase a policy in the Lessee(s) name(s) and invoice the Lessee(s) for the policy. The Lessee will also pay a \$50 administrative fee to the Lessor.

Lessor does not maintain insurance to cover the 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 should 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 Lessor's 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, or
- 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, hookahs, 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 and 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 damage 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 result in 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 accommodation 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, a "Lease Addendum – Assistance Animal Agreement" 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 provider to obtain documentation in support of a service animal. Health service providers can be penalized for providing verification of a Lessee'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 the 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, and
- 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 is 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.

## **EVICITION**

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: NONE

As Witness Our Hands, on \_\_\_\_\_.

\_\_\_\_\_  
**Lessee's Signature and PRINTED NAME**

\_\_\_\_\_  
**Guarantor's Signature and PRINTED NAME**

\_\_\_\_\_  
**Lessee's Signature and PRINTED NAME**

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**Guarantor's Signature and PRINTED NAME**

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**Lessee's Signature and PRINTED NAME**

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**Guarantor's Signature and PRINTED NAME**

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**Lessee's Signature and PRINTED NAME**

\_\_\_\_\_  
**Guarantor's Signature and PRINTED NAME**

Prepared and Accepted By: \_\_\_\_\_

Lessor's Signature **Amanda B. Burnham**





Family Owned and Operated

LEASE ADDENDUM – LESSEE/LESSOR COMMUNICATIONS

LESSEE(S): NAME \_\_\_\_\_

GUARANTOR(S): NAME \_\_\_\_\_

LESSOR: BURNHAM RENTALS LEASE DATES: 08/17/24 – 08/07/25

LOCATION: 444 E THIRD ST, APT # \_\_\_\_\_, BLOOMINGTON, IN 47401

The Lessee(s) has/have provided the Lessor with permanent mailing address(es), phone number(s), and email address(es) as listed within this Addendum. The Lessee(s) agree(s) to accept communications from the Lessor via any of these addresses. This includes, but is not limited to, invoices; past due rent notice; notice of lease violations; eviction notice; damage deposit refund; or other matters that might impact the agreement between the Lessee(s) and Lessor. The Lessee(s) is/are required to update the Lessor on any changes during the lease terms. Failure to do so does not negate the Lessor’s ability to exercise this Lease Addendum. The Lessor’s information is as follows:

Burnham Rentals
444 E Third Street, Suite #1
Bloomington, IN 47401
812.339.8300
office@burnhamrentals.com

LOCK BOX FOR PAYMENTS
Burnham Rentals
P.O. Box 1248
Bloomington, IN 47402-1248

LESSEE: NAME \_\_\_\_\_

PERMANENT/HOME ADDRESS: \_\_\_\_\_

CITY, STATE ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

GUARANTOR: NAME \_\_\_\_\_

PERMANENT/HOME ADDRESS: \_\_\_\_\_

CITY, STATE ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

FOR OFFICE USE
CONTACTS
DIRECTORY
GOOGLE GROUP

LESSEE: **NAME** \_\_\_\_\_  
PERMANENT/HOME ADDRESS: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

GUARANTOR: **NAME** \_\_\_\_\_  
PERMANENT/HOME ADDRESS: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

LESSEE: **NAME** \_\_\_\_\_  
PERMANENT/HOME ADDRESS: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

GUARANTOR: **NAME** \_\_\_\_\_  
PERMANENT/HOME ADDRESS: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_



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**LEASE AGREEMENT RECAP – 444 EAST THIRD STREET**

- 1. I/We understand that the lease period begins at Noon on **AUGUST 17, 2024**, and terminates at Noon on **AUGUST 7, 2025**. Burnham Rentals ("Lessor/Agent" for Burnham Place Apartments, LLC) does not guarantee occupancy prior to Noon of the lease's start date. It is not a 365-day lease unless otherwise specified.
- 2. I/We understand that my/our rent is based on **12** installments of **\$00.00** payable on or in advance of the **17TH** day of the month.
- 3. I/We understand that my/our **damage deposit(s) is/are not considered first or last month's rent**. At the end of the lease, any remaining damage deposit(s) will be paid to the individual(s) who posted the deposit(s).
- 4. It is my/our to confirm current lease expiration dates. The Lessor/Agent makes no guarantee for early occupancy. If there is an interval between the Lessee(s) current lease and the beginning of this lease, it is my/our responsibility to secure temporary housing and/or storage until the lease's start date. If the Lessor/Agent can accommodate early occupancy, rent is prorated at **\$00.00** per day starting on the occupancy date. This amount is calculated by taking the monthly rent amount and dividing it by 30 days, and then multiplying it by the number of days in the rental unit prior to the lease's start date. The amount is payable in full at move in.
- 5. I/We understand it is my/our responsibility to contact the Lessor/Agent at least 10 days prior to the lease's start date to set a specific time for the check-in inspection to occur on the lease's start date or any business day thereafter during normal business hours.
- 6. I/We understand that **Internet is the only included utility** with this lease. **Electricity service must be transferred into my/our name(s) as of the lease's start date and must remain in my/our name(s) until the end of the lease.**  
Duke Energy 800.521.2232 duke-energy.com
- 7. Cable and telephone are not included in the rent, and they do not need to be connected by the lease's start date. The following companies provide cable and telephone in Bloomington:  
AT&T 800.742.8771 att.com Xfinity 800.266.2278 xfinity.com
- 8. I/We understand that the Lessor/Agent will provide me/us with a monthly bill for water/sewer charges, which is payable to the Lessor/Agent within five (5) days of receipt. Failure to pay rent, water bills, or transfer electricity into my/our name(s) in a timely manner will result in Internet service being suspended until the past due amount is paid in full.

9. I/We understand in the event I/we wish to sublease the rental unit, the Lessor/Agent and all roommates remaining in the unit during the lease term must approve the person(s) wishing to sublease. The sublessee(s) is/are obligated to post a damage deposit equivalent to one month's rent. All deposits will remain with the Lessor/Agent until lease expiration. "Conditions of Subleasing" is available from the Lessor/Agent and at burnhamrentals.com explaining further details of subleasing. The rental unit may only be subleased once during the lease, and a \$75 sublease fee may apply.
10. I/We understand that the Lessor/Agent has a quiet hours provision in the lease, and they do not tolerate loud music, instruments, or large parties.
11. I/We will provide proof of personal liability insurance as outlined in the "Lease Agreement" no later than 30 days prior to occupancy.
12. It is understood that smoking in the rental unit is prohibited.
13. It is understood that pets and visiting pets are NOT allowed at any Burnham Rentals location. Reasonable accommodation can be made for service animals.
14. All signatories are jointly and severally liable for all rents, damages, and charges that accrue during the time of this lease and any addendum to this lease.
15. I/We have reviewed the "Lease Agreement" and understand and agree to all conditions of the lease.

\_\_\_\_\_  
**Lessee's Signature and PRINTED NAME**

\_\_\_\_\_  
**Guarantor's Signature and PRINTED NAME**

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**Lessee's Signature and PRINTED NAME**

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**Guarantor's Signature and PRINTED NAME**

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**Lessee's Signature and PRINTED NAME**

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**Guarantor's Signature and PRINTED NAME**

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**Lessee's Signature and PRINTED NAME**

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**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** **DATE**



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LEASE ADDENDUM FOR APARTMENT ASSIGNMENT

This document shall serve as an official addendum to the lease signed by Burnham Rentals ("Lessor" or "Agent" for Burnham Place Apartments, LLC or Burnham Rentals, LLC) and the followings Lessee(s):

NAME

The Lessor/Agent guarantees that the Lessee(s), with all terms and conditions of the 2024-25 Lease Agreement a THREE BEDROOM / TWO BATHROOM apartment at 444 EAST THIRD STREET, BLOOMINGTON, IN 47401, for the rent amount of \$2,700.00 per month, and with the following utilities included in the rent: INTERNET.

Special Provisions or Requests: NONE

The Lessor/Agent will later assign a specific rental unit number of the apartment type named above to the Lessee(s). The Lessor/Agent shall not change the type of rental unit or rental location without written permission of the Lessee(s). The Lessor/Agent will take requests for early occupancy and specific floor assignments and will try to honor these requests. The Lessor/Agent does not guarantee that said request will be fulfilled. Requests will be honored in the order that fully executed leases are received. It is understood by the Lessee(s) that this document and its purpose and conditions have been explained to the Lessee(s), and it is agreed to in full by both Lessee(s) and Lessor/Agent. The Lessor/Agent guarantees that an apartment assignment will be made no later than 20 days prior to the lease start date, unless mutually agreed upon for early occupancy.

If the Lessor/Agent can accommodate early occupancy for the Lessee(s), rent is prorated at \$00.00 per day starting on the occupancy date. This amount is calculated by taking the monthly rent amount and dividing it by 30 days, and then multiplying it by the number of days in the residence prior to the lease start date. The amount is payable in full by occupancy.

Lessee's Signature and PRINTED NAME

Guarantor's Signature and PRINTED NAME

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

DATE