

Family Owned and Operated

**BURNHAM PLACE APARTMENTS, LLC – 444 EAST THIRD STREET
2026-27 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 18, 2026**, to **Noon on AUGUST 8, 2027**. The Lessees hereby agree to pay rent for the Rental Unit the total sum of **\$000.00**. Rent is payable in **12** monthly installments of **\$00.00** on or before the **18TH** 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 by Lessor 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 all rights of this lease. Rent payments may be mailed to Burnham Rentals, PO Box 1248, Bloomington, IN 47402-1248; be delivered to Lessor’s office; be paid electronically (see burnhamrentals.com for current services accepted); or be paid via credit card with a service charge.

Lessee(s) has/have provided Lessor with their permanent home address(es), phone number(s), and email address(es), as detailed in the “Lease Addendum – Lessee/Lessor Communications.” Lessee(s) hereby agree(s) to accept communications from Lessor through any of the contact methods provided. Communications may include, but are not limited to, invoices; past due rent notices; notification of lease violations; eviction notice; damage deposit refunds; or any other matters relevant to the lease agreement. During the lease term, it is the responsibility of Lessee(s) to promptly update Lessor regarding any changes to their contact information.

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 may accrue during the lease period or any accompanying addendum. Each party is solely liable for the full amount of the rent specified. The acceptance by the Lessor of individual separate payments does not alter or reduce this shared liability.

If a Lessee fails to pay rent by the specified due date, Lessor has the authority to impose a late fee of \$10 per Lessee for each day that the rent remains unpaid, and it will accrue daily until rent is paid in full.

If a Lessee pays rent via check or automatic bank withdrawal, and it is returned for insufficient funds, Lessee will pay any bank fees associated with the failed transaction. Lessor may require Lessee to pay rent by cash or certified check if funds continue to be insufficient.

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).

HOURS OF OPERATION

Lessor's office and maintenance staff are on site Monday to Friday from 9:00 am to 4:30 pm ("Business Hours"). Lessor reserves the right of entry for maintenance, repairs, water meter readings, and emergency situations anytime and is not restricted to Business Hours. Lessor may show the Rental Unit to prospective renters during Business Hours with prior notice to Lessees (generally the day before). On rare occasions, tours may be scheduled on the weekend.

DAMAGE DEPOSIT

A damage deposit of **\$0.00** was paid by Lessee(s) to Lessor at lease execution. **The damage deposit does not constitute rent payment for either the first or last month's rent.** Lessor shall retain the damage deposit for the full term of the lease and reserves the right to apply the damage deposit toward any outstanding rent balances, utility charges, or repair of damages. Lessor assumes no responsibility for damages resulting from circumstances beyond their control, including but not limited to wind, storm, rain, fire, smoke, sprinkler system activation, or interruption of equipment or utility services.

Upon lease termination, Lessor has up to 45 days to process the damage deposit refund. The remaining damage deposit balance will be returned following the completion of the lease; Lessee(s) vacating the Rental Unit without damages other than normal wear and tear on the Rental Unit; and full payment of this contract. Refunds will be issued to the individual(s) who paid the deposits and will be mailed to addresses indicated on the "Lease Addendum – Lessee/Lessor Communications". It is the responsibility of Lessee(s) to update Lessor regarding any address changes during the lease term. If a refund is lost, Lessee shall pay stop payment fees before a new refund check will be issued.

OCCUPANCY

It is understood and agreed that this **Rental Unit is leased to PERSON/PEOPLE.** Only individuals listed on the lease may occupy the Rental Unit. Moving additional people into the Rental Unit without Lessor's consent 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. Lessee's(s') failure to maintain a clean and safe environment is cause for immediate eviction.

If a tour for prospective residents is scheduled, Lessee(s) shall maintain the Rental Unit in a reasonable, clean condition and allow Lessor complete access to all areas of the Rental Unit for the tour.

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 Lessor to unlock the unit. Addressing after-hour calls for lockouts are at 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.

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 Lessee(s).

SUBLEASING

Rental Unit may be subleased only once during a lease period per Lessee. Lessor's "Conditions of Subleasing" is available at the leasing office and at burnhamrentals.com. Lessor may charge a \$100 administrative fee for sublease processing.

Sublessors of Rental Unit must be approved by both Lessor and Lessee(s). If any Lessee is opposed to the sublease, then the sublease will not proceed. Once approved, the sublessee must sign this Lease Agreement; pay a damage deposit equal to the Lessee's monthly rent (or otherwise agreed upon amount); and complete a Sublease Agreement. Lessee's damage deposit is held by Lessor until lease expiration. Rent must be current for the Sublease Agreement to proceed, and Lessor will not finalize the Sublease Agreement if rent is overdue. If the sublessee defaults, Lessee is responsible for any unpaid rent.

If 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 not, the sublessee's deposit will be refunded in full, and Lessee is liable for damage caused by sublessee.

CHECK-IN and CHECK-OUT INSPECTIONS

Check-in and check-out inspections shall be scheduled during Business Hours. Exceptions may be made subject to Lessor's availability, or if the lease start or end date falls on a weekend. Lessees are responsible for contacting Lessor at least 10 days prior to the lease start and end dates to schedule check-in and check-out inspections. Check-in inspections occur on the lease start date or any business day thereafter. Check-out inspections may occur on or before the lease expiration date. Check-out inspections without damage or issue will expedite the deposit refund. Only parties to the lease may participate in these inspections. No personal items may be moved into the Rental Unit until the check-in inspection is complete. All items must be removed from the Rental Unit and exterior of the property for the check-out inspection to occur.

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 lease expiration, Lessor, representatives, or assignees, have the right to enter and take possession of Rental Unit and expel the occupants thereof, without in any way being a trespasser. The failure of Lessor to take possession of the Rental Unit at the time aforesaid, shall not estop 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 Lessees no rights as a tenant but Lessees may be expelled at any time without notice. There is no month-to-month extension granted or presumed.

All personal belongings of Lessee(s) are to be removed from the Rental Unit at the end of the lease. Items left in Rental Unit after lease expiration will be considered abandoned and disposed of at Lessor's discretion. A disposal fee of \$150 per Lessee may be imposed. If outgoing and incoming Lessees agree for items to remain in the Rental Unit, Lessor must receive written instructions identifying the items. Incoming Lessees assume responsibility for the removal and disposal items at their lease end. Lessor is not responsible if transferred items interfere with cleaning or preparation of the Rental Unit. In such cases, the incoming Lessees agree to accept the Rental Unit as-is.

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

Lessee(s) is/are required to clean the Rental Unit, and Lessor will provide Lessee(s) with a cleaning checklist. **Lessee(s) must have all carpets cleaned by a professional carpet cleaning company located in Monroe County.** Lessee(s) must **provide a paid receipt** to Lessor to confirm completion. Carpet cleaning should be done after all items and furniture are removed; other cleaning is complete; and Lessees are ready to return keys to the Lessor. If repairs are necessary due to damage, carpet cleaning may be delayed until repairs are completed. If Lessor arranges carpet or general cleaning, an administrative charge of \$75 per Lessee(s) 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 deposits at the end of the lease.

Lessee(s) transferring between Burnham Rentals properties may be required to vacate the Rental Unit at the lease expiration; remove all personal belongings; and complete the check-out inspection. Lessor does not provide storage for personal belonging. Move-in to the new property will occur on the new lease start date, and a separate damage deposit will be required.

Lessee(s) is/are responsible for any fines assessed by the City of Bloomington resulting from their actions. Lessee(s) **shall not dispose of large furniture or mattresses in any Lessor-owner dumpster**. Violation will result in a fee equal to the disposal cost assessed by Lessor's trash removal company, plus an administrative charge of \$75 per Lessee.

UTILITIES

Lessee(s) is/are responsible for **ELECTRICITY AND WATER/SEWER** as these utilities are not included in the rent. **Electricity must be transferred into a Lessee's name prior to occupancy of the Rental Unit and must remain so throughout the lease term.** If electricity is disconnected during the lease period, Lessee(s) will be required to pay all reconnect fees, bills, and other charges associated with the utility for the remainder of the lease period. If damage to the Rental Unit occurs due to the Lessee's(s') failure to comply with the required utility service, the Lessor will assess all charges to the Lessee(s).

The Rental Unit has a water meter, which will be read monthly by the Lessor, or Lessee(s) may submit a photo of the water meter on the designated monthly reading date. Monthly water/sewer invoices are emailed to the Lessee(s), with payment due within five (5) days of receipt. Lessees in a shared Rental Unit are required to designate one Lessee to pay the invoice. If Lessee pays water/sewer via check or automatic bank withdrawal, and it is returned for insufficient funds, Lessee will pay any bank fees associated with the failed transaction. Lessor may require Lessee to pay with cash or money order if funds continue to be insufficient.

High-speed Internet service is included with the rent. 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 Lessee(s). Terms and conditions of Internet usage may apply. If Lessee(s) fail(s) to pay the rent or water/sewer invoice, 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 available to Lessee(s) for an annual fee of **\$0.00** per vehicle, per space, for lease period. Payment for garage parking spaces is due in full prior to lease start date. Spaces are limited and allocated on a first-paid, first-served basis. Parking privileges apply solely to vehicles registered to Lessee(s) or their parent/guarantor. Lessees in a shared Rental Unit acknowledge and accept that stacked parking may be implemented, with each vehicle subject to the stated fee (i.e., two Lessees of the same Rental Unit sharing a double-parking space will park one vehicle behind the other).

Lessor assumes no responsibility for vehicle damage or the contents within vehicles. Lessor may restrict vehicles due to size. Vehicles must not block alleys, driveways, stairwells, garage entrances, or sidewalks. Vehicles may not be parked on lawns or other landscaping.

Selling or renting parking spaces is prohibited, and **visitor parking is not available**. Unauthorized or unregistered vehicles will be towed without warning and at the owner's expense.

Lessor reserves the right to charge Lessee(s) or their guests for any damages incurred due to failure to observe posted garage height restrictions.

Lessee(s) may apply for neighborhood parking permits through the City of Bloomington. There is an annual fee for a permit, and a copy of this lease is required to apply for said permit.

LIABILITY AND RENTER'S INSURANCE

Lessee(s) must purchase and maintain insurance coverage for losses to personal property or personal injuries due to theft, criminal activity, fire, water damage, and similar risks. Personal liability insurance for the

minimum amount of \$100,000 per Lessee is required. Failure to maintain personal liability insurance throughout Lessee's(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 listing Burnham Rentals as an additional insured/interest on such policy of insurance. **Proof of personal liability insurance must be provided to the Lessor BEFORE taking possession of the Rental Unit.** If proof is not provided by the lease start date, Lessor will purchase a policy for the Lessee, invoice them for the cost, and charge a \$50 administrative fee.

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

Quiet hours are designated from 11:30 pm to 8:00 am. Failure to observe quiet hours may result in eviction proceedings. Outside of these hours, Lessee(s) and their guests must ensure that noise levels do not disturb neighboring residents. Excessive noise; music; large gatherings; vocal or instrumental practice or instruction; and bass subwoofers or surround sound systems are not acceptable at any time. This policy is strictly enforced. Individuals unable or unwilling to comply should refrain from entering this contract.

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

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

- Acts of violence toward a Lessee, guest, resident, or staff member,
- Verbal or physical fights or threats,
- 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 strictly prohibited within all indoor areas of the Rental Unit, including enclosed hallways. This prohibition includes smoking cigars, cigarettes, pipes, electronic and vapor cigarettes, hookahs, and any other matter or substance that contains tobacco or other materials, **including marijuana**. Lessee(s) and their guests are subject to this policy, and it is the responsibility of the Lessee(s) to inform and enforce this policy with their guests. Violation of this provision constitutes material breach of the lease and may result in eviction by the Lessor, along with a \$350 fine per Lessee. Smoking is permitted only outside the Rental Unit in open-air locations; however, it should not interfere with other residents. If outdoor smoking can be detected by other residents, Lessee(s) will be asked to smoke in areas so as not to disturb their neighbors.

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 cases of electrical blackout or power failure. Lessee(s) is/are liable for damage resulting from the use of these items.

Lessee(s) acknowledge(s) the presence and proper installation of UL-listed smoke detectors in the Rental Unit. Lessee(s) are required to inspect and test the detectors monthly throughout the duration of the lease and must not tamper with, remove, or replace any component except for battery replacement. Lessee(s) shall notify Lessor in writing of any failure or defect in the detectors. Lessee(s) is/are responsible for the costs incurred due to non-compliance with these obligations. Lessor shall not be held liable for injury (including death) or property damage resulting for a Lessee's(s') failure to inspect or test the detectors, replace batteries as necessary, or to notify Lessor of defective detectors.

Lessor provides Lessee(s) with one fire extinguisher for the Rental Unit, which is inspected quarterly by maintenance staff. If Lessee(s) or their guests discharge(s) an extinguisher, they are required to inform Lessor to obtain a replacement. Replacement cost will be charged to Lessee(s) if discharged for purposes unrelated to safety.

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, and a \$350 fine per Lessee.

As required by the Federal Fair Housing Act and state and local fair housing laws, Lessor is committed to granting reasonable accommodation for assistance animals to afford people with disabilities equal opportunity to use and enjoy the Rental Unit. Lessee is required to provide written documentation from a health or social service professional located in Indiana; from the state of the Lessee's permanent residence; or from a legitimate online social service provider. For additional information, a Reasonable Accommodation Policy is available at Lessor's office and at burnhamrentals.com. 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 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.

In Rental Units with multiple Lessees, due to the joint-and-severable liability of this lease, all Lessees occupying the Rental Unit must agree to the assistance animal.

OTHER PROHIBITIONS

If Lessee(s) damage(s) walls or ceilings, charges may be assessed for necessary repairs or repainting. Damage 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) must immediately report any water leaks of the faucets, pipes, toilets, or other water damage in the Rental Unit. Lessor shall be responsible for the repair of leaking pipes and plumbing fixtures. 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. Lessee(s) shall be responsible for the cost of repairs for plumbing, stoppages, or blockages due to the negligence of the Lessee(s). Lessor will, upon request, show the Lessees how to monitor the water meter to determine if there is a leak.

Swimming pools, hot tubs, and waterbeds are prohibited.

Lessee(s) use of outside water hose connections is prohibited.

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

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

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. Violation of this prohibition is cause for immediate eviction proceedings.

Installation of satellite/Dish TV devices on the Rental Unit is prohibited.

Lessee(s) agree(s) to keep sidewalks, balconies, entry passages, stairways, and common areas free of obstruction, such as bicycles, garbage, or furniture. 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.

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

EVICTIION

If Lessee(s) fail(s) to pay rent or violate the lease terms, they may face immediate eviction. With court approval or expiration of the lease, the Lessor, representatives, and/or assignees, may take possession of the Rental Unit and evict the occupants thereof, without being considered a trespasser. Failure of Lessor to take possession of the Rental Unit at the time aforesaid, shall not estop Lessor from afterwards asserting said rights and the occupancy of the Rental Unit by Lessee(s). After lease expiration or the forfeiture thereof, Lessee(s) has/have no tenant rights and may be removed at any time without notice.

If Lessee(s) is/are required to vacate by court order or agreement, they remain liable for all past, current, or future rents due to Lessor as per lease terms. 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. If legal action is required for rent collection or eviction, Lessee(s) will be charged for attorney and court 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

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**

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LEASE ADDENDUM – LESSEE/LESSOR COMMUNICATIONS

LESSEE(S): NAME

GUARANTOR(S): NAME

LESSOR: BURNHAM RENTALS **LEASE DATES:** 08/17/26 – 08/07/27

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

Lessee(s) has/have provided permanent mailing address(es), phone number(s), and email address(es) listed in this Addendum, and agree(s) to receive communications from Lessor via any of these methods. This includes, but is not limited to, rent and water invoices; past due rent notices; lease violation notices; eviction notices; damage deposit refunds; or other matters affecting this agreement. Lessee(s) must update Lessor with any changes during the lease term. Failure to do so does not limit Lessor's rights under this Addendum. Lessor's contact 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 18, 2026**, and terminates at Noon on **AUGUST 8, 2027**. Burnham Rentals ("Lessor/Agent" for Burnham Place Apartments, LLC) does not guarantee occupancy prior to Noon on the lease 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 **18TH** day of the month.
3. I/We understand that **damage deposits are not considered first or last month's rent**. At the end of the lease, remaining damage deposits will be paid to the individuals who posted the deposits.
4. It is my/our responsibility to confirm current lease expiration dates. Lessor/Agent makes no guarantee for early occupancy. If there is an interval between my/our current lease and the beginning of this lease, it is my/our responsibility to secure temporary housing and/or storage until the lease start date. If 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 start date. The amount is payable in full at move in.
5. I/We understand it is my/our responsibility to contact Lessor at least 10 days prior to the lease start date to set a specific time for the check-in inspection. Inspections are scheduled on the start date or any business day thereafter during normal business hours.
6. I/We understand that **Internet is the only utility included** with this lease. **Electricity must be transferred into my/our name(s) as of the lease 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. I/We understand that Lessor/Agent will provide me/us with a monthly bill for water/sewer charges, which is payable to 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.
8. If I/we sublease the Rental Unit, Lessor and all roommates remaining in the Rental Unit during the lease term must approve the person(s) wishing to sublease. Rent must be current to proceed with subleasing, and Lessor will not approve a sublease if rent is overdue. Sublessee(s) is/are obligated to post a damage deposit equivalent to one month's rent. All deposits will remain with Lessor until lease expiration. "Conditions of Subleasing" is available from Lessor and at burnhamrentals.com explaining

further details of subleasing. The Rental Unit may be subleased only once per Lessee during the lease. Lessor may charge a \$100 administrative fee for sublease processing.

9. I/We understand that Burnham Rentals has a quiet hours provision in the lease, and they do not tolerate loud music, instruments, or large parties.
10. I will provide proof of personal liability insurance no later than 30 days prior to occupancy.
11. It is understood that smoking in the Rental Unit is prohibited.
12. It is understood that pets and visiting pets are NOT allowed at any Burnham Rentals location. Reasonable accommodation can be arranged for service animals.
13. 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.
14. I/We confirm that I/we have thoroughly reviewed the lease documents, fully understood the terms, and agreed to all stated conditions.

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



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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/Agent" for Burnham Place Apartments, LLC) and the following Lessee(s):

NAME _____.

Lessor/Agent guarantees Lessees(s), with all terms and conditions of the 2026-27 Lease Agreement, a **BEDROOM / BATHROOM** apartment at **444 EAST THIRD STREET, BLOOMINGTON, IN 47401**, for the rent amount of **\$00.00** per month, including **INTERNET**.

Special Provisions or Requests: **NONE**_____

Lessor/Agent will later assign a specific rental unit number to Lessee(s) for the chosen apartment type. Lessor/Agent shall not change the type of rental unit or rental location without Lessee's(s') written consent and a fully executed addendum to the lease. Requests for early occupancy or specific floor assignments are considered but not guaranteed and are processed in the order leases are completed. All parties acknowledge and agree to the terms stated. An apartment assignment will be made at least 20 days before the lease start date, unless mutually agreed upon for early occupancy.

If Lessor/Agent can accommodate early occupancy for Lessee(s), rent is prorated at \$_____ 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. Payment is due in full upon 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 _____