

LEASE AGREEMENT – Smedberg Rentals

This LEASE AGREEMENT is made and entered into this _____ day of _____, _____, by and between _____, hereinafter called TENANT, and Paul and Jeannette Smedberg of 517 N. Colony Ct., hereinafter called LANDLORD. WITNESSETH, that in consideration of the mutual covenants, herein contained and to be performed by each party, the said LANDLORD and TENANT agree as follows:

A. RENT:

- (1) Landlord hereby demises and the Tenant hereby rents that property known as _____ Bloomington, IN 47408, beginning _____, and ending _____, at the agreed rental of _____ to be paid in equal monthly installments of _____ dollars.
- (2) Tenant is to pay said rent with one check each month at the following address: 517 N. Colony Ct., Bloomington, IN 47408, on or before the _____ day of each month, either in person or by US Mail. If rent is paid by mail, the postmark must be on or before the due date of the rent.
- (3) Tenant agrees to make all payments by the due date. If your rent is not paid within five 5 days of the due date, \$25.00 shall be added to your rent as late fee. If your rent is not paid within 15 days of the due date, an additional \$50.00 shall be added to your rent and legal proceedings may be commenced without further notice. A bad check is considered non-payment and a \$50.00 service charge will be assessed in addition to any other late fees.
- (4) Landlord shall have the absolute right of canceling and terminating this lease should rent be more than 30 days past due. If the rent is 30 days in default, balance remaining under the contract becomes immediately due and payable. Tenant shall surrender possession of premises within 5 (five) days after notice of cancellation. Such notice may be given verbally, in writing mailed by US mail, or delivered to the premises; and such verbal notification, or written notification, by mail or delivery thereof to the premises, shall constitute sufficient notice.
- (5) First [partial] month's rent of _____ dollars must be paid on or before the date the lease commences. Last month's rent may be prorated at the end of the lease period.

B. DEPOSITS & FEES:

- (1) Premises to be covered by a deposit of _____ dollars to be returned at expiration of this lease if premises are not damaged beyond normal wear and the premises are clean. Any necessary cleaning to return premises to good condition will be DEDUCTED from the deposit. Deposit is to be paid upon the signing of this lease.
- (2) Tenant shall completely clean the premises (see Joint Inspection for Cleaning, Inventory and Damage) and the final Joint Inspection shall be performed before any deposit is returned to Tenant. One check for the deposit will be mailed to one Tenant at a supplied forwarding address within 45 days after expiration of this lease. Said security deposit shall at no time be considered payment of rent, final or otherwise.
- (3) An additional payment of \$15.00 / month per pet is to be made if Tenant keeps a pet on the premises at any time during his/her occupancy.

C. UTILITIES & OTHER EXPENSES:

- (1) Tenant shall have all primary utilities (water, gas, electricity) in his/her own name within 5 working days of the beginning date of this lease. Payment of the utilities and any required deposits are the responsibility of the Tenant.
- (2) The City of Bloomington requires that trash placed at the street for pick-up be in closed containers of up to 32 gallons, and each container must display a City Trash Pick-up Tag for Non-recyclables (these are available at most grocery and hardware stores). Tenant agrees to comply with the requirements of the city regarding trash pick-up, and, during his/her tenancy and upon move-out, will appropriately tag all trash for pick-up by the city. Trash/garbage pick-up is on Wednesday mornings; recyclables (no sticker is required for recyclables) are picked up every other week (call the city: 349-3410 for specific dates). Containers must not be left at the street for more than 24 hours. Tenant shall not allow garbage or refuse to accumulate or be stored on the premises. The Tenant will pay any fines incurred for non-compliance with city requirements.
- (3) Tenant agrees to keep the grass mowed as required by the City of Bloomington. The Tenant will pay any fines incurred for unmowed grass.
- (4) You understand and agree that the insurance coverage provided by the owner of the premises is on the building, and will not provide any protection for your personal possessions. You are responsible for obtaining your own insurance to protect your personal property. We are not responsible for your personal property.
- (5) Parking of any motor vehicle is allowed ONLY on the driveway or in the garage (if applicable). Street parking permits may be acquired from the City by any neighborhood resident; call 349-3436 for information and requirements.

D. PAINTING & GENERAL MAINTENANCE POLICIES:

- (1) Walls and woodwork shall be kept in reasonable condition. Tenant may arrange to have walls painted only with written permission of Landlord. Unpainted woodwork may not be painted. Tenants may hang pictures and/or small items on plaster walls if the holes are less than 1/16th inch diameter. Under no circumstances may the Tenant drill, cut, or mount any item on or in the woodwork or on any door, nor may the Tenant drill, cut, or mount any item on the exterior of the premises without written permission of the Landlord. No adhesives may be used in any location. Numerous holes or larger holes will result in a re-painting fee to be deducted from the deposit.
- (2) Tenant accepts the premises in its present condition except as otherwise specified. Tenant agrees to a Joint Inventory and Damage List Inspection as specified in the Summary of Tenants' and Owners' Rights and Responsibilities, attached to this lease.
- (3) Tenant agrees that no alterations (such as additional locks or bolts, paints or stains, nails, screws, tape or glue) are to be made to the doors or windows, woodwork, walls (except as noted in D (1) above), or floors without written consent of Landlord.
- (4) Tenant shall be provided with 2 keys to the front door and 2 keys to the back door. It is to the advantage of the Tenant not to provide keys to anyone other than those persons living on the premises. All keys must be returned at the termination of this lease.
- (5) Tenant shall: (a) keep the unit in a clean condition during his/her occupancy; (b) pay for all damages to the premises or to any other tenant or other persons caused by waste, misuse, or neglect of Tenant or his/her guests or by any animals on the premises; (c) not allow dogs, cats, or other domestic animals or pets on the premises, unless written consent from Landlord has been given and additional fees paid; (d) be responsible for any stoppage caused to the plumbing or damage to other equipment, appliances, garbage disposals, or fixtures in or on the premises caused by misuse; (e) be responsible for doors, locks, windows and screens; (f) return unit provided by Landlord to a clean condition at the end of the rental term; (g) and furnish and pay for all utility costs and services incurred during the term of this Lease. Landlord shall have the right to deduct any damage or cleaning expense from Tenant's security deposit and Tenant shall be responsible for any amount due in excess of said deposit. Tenant understands and agrees that if the total deductions from the security deposit exceed the amount of the deposit, landlord will provide tenant with a statement of damages, and tenant will pay any deficiency to landlord within 10 days.
- (6) Under no circumstances shall the Tenant allow waterbeds or any similar items to be on the premises.
- (7) Smoking is not allowed inside the house. If you smoke outside, please keep the area clean.

If Tenant has any questions about these policies, he (she) should review them at this time with the Landlord. Any additions or changes to the above policy need to be placed in writing and appended to this lease agreement.

It is further agreed and covenanted by and between the parties hereto as follows:

1. Tenant understands and agrees that occupancy is for specific dates. If actions on the part of previous tenants or third parties prevent the premises from being in a rentable condition on the specific date, then Tenant agrees that Landlord's only obligation will be to correct the problem within a reasonable time and that all other claims will be made against said third party.
2. No failure by Landlord to insist upon the strict performance of any term or condition of this lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term or condition. No term or condition of this lease required to be performed by Tenant, and no breach thereof, shall be waived, altered, or modified, except as stated in writing by Landlord.
3. If Tenant defaults in the performance of any of the covenants of this lease agreement and by reason thereof Landlord employs the services of an attorney to enforce performance of the covenants by Tenant, to evict Tenant, to collect monies due from Tenant, or to perform any service based upon default, then, in any of said events Tenant agrees to pay attorney's fee and all expenses and costs incurred by Landlord pertaining thereto and enforcement of any remedy available to Landlord. Eviction of Tenant for a breach of lease agreement shall not release Tenant from liability for rent payment for the balance of the term of the lease.
4. Tenant shall not sub-let the property without the written consent of Landlord. Early termination of this lease and negotiation of a standard lease with new Tenant is generally preferable for all parties in the event that the Tenant wishes to vacate the premises prior to the date specified in this lease. Tenant retains liability for rent payments throughout any sub-let period and for the balance of the term of this lease unless early termination is granted, in writing, by Landlord.
5. Tenant agrees to waive any and all claims against Landlord for or on account of any personal injury sustained, or any loss or damage to property caused by fire, water, deluge, overflow or explosion, no matter how it shall arise or be caused, or where it occurs; or for loss of any articles by theft or from any cause, from the premises. It shall be the

responsibility of the Tenant to carry renter's insurance to cover any and all personal property within the premises or within the storage areas provided by Landlord.

6. Tenant shall permit Landlord or any of their agents to enter said premises during all reasonable hours to examine and protect same, to show said premises to prospective buyers or renters, or to make such repairs, additions or alterations thereto as may be deemed necessary.
7. Occupancy shall be restricted to 3 persons (or as specified in the rental occupancy permit) excepting Tenant's occasional overnight or week-end guests. Under no circumstances may the basement or garage (if applicable) be used as a bedroom. Prior to becoming a tenant, all persons (children excepted) must have their names listed on the lease, must be accepted by Landlord as a suitable tenant and must personally sign the final lease agreement. Landlord's acceptance of applications for tenancy shall not be illegally or unreasonably withheld. Tenant shall use said premises for residential purposes only and shall not permit any illegal or improper usages or any disturbances, noise, or other annoyance detrimental to the reasonable comfort of other tenants or neighbors.
8. Landlord shall not be responsible for interruption of equipment functioning or of any services or utilities due to circumstances beyond his reasonable control or for any loss of Tenant's personal property in unit or on premises or for any injury to Tenant's person or other persons on or about the premises.
9. All rights of Landlord in this lease agreement and in the leased property may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Tenant. The assignee shall be free from any and all defenses, set-offs or counterclaims which Tenant may be entitled to assert against Landlord.
10. It is expressly understood that this lease is for the dates listed and the holding over of one (1) day shall constitute a full month's rent becoming due and payable. It is agreed that the deposit paid at the signing of this lease is to hold the premises until the occupancy date stated above. If occupancy is not taken by Tenant, and Landlord is able to re-lease the premises, the deposit is hereby forfeited as liquidated damages. If the premises are not re-leased, the original Tenant will be held liable for the rent in full, along with any necessary attorney fees or costs of collection. If occupancy is taken, the deposit will be converted to the required damage deposit. After occupancy is taken, a lease may be terminated early only with written permission of the Landlord.
11. If, upon the expiration of this lease, or after violation of any provision of this lease, Tenant moves out of premises and fails to remove any of his/her personal property, the personal property shall be deemed to be abandoned.
12. Should any section, clause, paragraph or part of this lease be declared invalid by court of competent jurisdiction or by statute, the remaining section, clauses, paragraphs and parts shall continue and remain in full force and effect.
13. Each person signing this lease as a Tenant agrees to be jointly and severally liable to Landlord for any breach of this lease, which means that each Tenant will be held responsible for the entire amount due under this lease and for the acts and omissions of the other Tenants signing this lease, or their guests, as well as their own.

Additional Requirements Regarding Bedbugs

This section addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. The Tenant understands that Landlord relied on tenant's representation in this addendum.

1. **INSPECTION.** Tenant agrees that (check one)
 dwelling was inspected prior to move-in and that there was no observation of bed bugs or bed bug infestation; OR
 an inspection will be conducted within 48 hours after move-in with immediate notification to landlord if there is evidence of bed bugs or a bed bug infestation.
2. **INFESTATIONS.** Tenant agrees that information attached to this addendum has been read and (check one)
 tenant is not aware of any infestation or presence of bed bugs in your current or previous apartments, homes, or dwelling. Tenant agrees that they are not aware of any bed bug infestation or presence of any bed bugs in their furniture, clothing, personal property or possessions. Tenant agrees that they have not been subjected to conditions in which there was any bed bug infestation or presence.
 tenant agrees that if they have lived anywhere that had a bed bug infestation that all of their personal property (including furniture, clothing, and other belongings) has been treated by a licensed pest control professional. Tenant agrees that such items are free of further infestation. If tenant discloses a previous bed bug infestation, landlord may review document of treatment and inspect tenant's personal property and possessions to confirm the absence of bed bugs. Tenant agrees that any previous bed bug infestation which they may have experienced is disclosed here:
3. **ACCESS FOR INSPECTION AND PEST TREATMENT.**

Tenant must allow landlord and landlord's pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. Tenant and any family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. Landlord has the right to select any licensed pest control professional to treat the dwelling. Tenant is responsible for and must, at tenant's expense, have their personal property, furniture, clothing, and possessions treated according to accepted treatment methods established by a licensed pest control firm that is approved by

landlord. Tenant must do so as close as possible to the time that landlord and landlord's pest control agents treated the dwelling. If tenant fails to do so, they will be in default, and landlord will have the right to terminate right of occupancy and exercise all rights and remedies under the lease contract. Tenant agrees not to treat the dwelling for a bed bug infestation on their own.

4. NOTIFICATION. Tenant must promptly notify landlord:

- a. of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property.
- b. of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which tenant believes is caused by bed bugs, or by any condition or pest tenant believes is in the dwelling.
- c. if tenant discovers any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

5. COOPERATION. If there is confirmation of bed bugs or infestation of bed bugs, tenant must cooperate and coordinate with landlord and landlord's pest control agents to treat and eliminate the bed bugs. Tenant must follow all directions from landlord and landlord's pest control agents to clean the dwelling. Tenant must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time the dwelling was treated. Any items removed from the dwelling must be disposed of off-site and not in the property's trash receptacles. If there is confirmation of the presence or infestation of bed bugs in the dwelling, the landlord has the right to require tenant to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings in order for landlord and landlord's pest control agents to perform pest control services. If tenant fails to cooperate, tenant will be in default, and landlord will have the right to terminate tenant's right of occupancy and exercise all rights and remedies under the lease contract.

6. RESPONSIBILITIES.

Tenant may be required to pay all reasonable costs of cleaning and pest control treatments incurred by landlord and landlord's pest control agents to treat dwelling for bed bugs. If landlord confirms the presence or infestation of bed bugs after tenant vacates dwelling, tenant may be responsible for the cost of cleaning and pest control treatments. If landlord must move other residents in order to treat dwelling, tenant may be liable for payment of any lost rental income and other expenses incurred by landlord to clean and perform pest control treatments to eradicate bed bugs and bed bug infestations. If tenant fails to pay for any costs that they are liable for, tenant will be in default, and landlord will have the right to terminate tenant's right of occupancy and exercise all rights and remedies under the lease contract, and obtain immediate possession of the dwelling. If tenant fails to move out after the right of occupancy has been terminated, tenant will be liable for holdover rent under the lease contract.

The following additional items are hereby appended to and made a part of this lease agreement:

Summary of Tenants' and Owners' Rights and Responsibilities

from the City of Bloomington Property Maintenance Code (see their website for current version)

The Property Maintenance Code applies to most Bloomington rental units. To remain licensed, owners must comply with the Code, which sets standards for rental property. The City's HAND Office inspects rental property on a regular cycle. But if it appears that a rental unit does not meet Code standards, an off-cycle inspection may be requested by calling 349-3420. Owners cannot legally evict tenants for requesting off-cycle inspections. Only selected rights and responsibilities are summarized below, but no rights protected by the Code can be taken away by signing a contract.

Occupancy Load. Under Bloomington Municipal Code, the maximum occupancy load for any dwelling unit in an RS (Residential Single Family) zone is three (3) adults or a single family, unless the property has been grandfathered to allow four (4) or five (5) adults. The Bloomington Property Maintenance Code also addresses occupancy load based on total and defined floor area. The Zoning Occupancy Load for this unit is THREE (3).

Habitability. Under Indiana law, rental units must be habitable. This includes, among other things, heat, hot and cold running water, a leak-free roof, adequate electrical wiring, locks, toilet and bathing facilities, and appliances that work. Garbage disposals, air conditioners, dishwashers, etc. are not required, but if those appliances are present the owner must maintain them.

Tenant Responsibilities. Tenants are responsible for maintaining cleanliness and for cooperating in eradication of vermin infestation. The owner should be notified immediately of any signs of infestation, otherwise the tenant may be required to arrange and pay for extermination. Tenants must comply with all local ordinances, such as noise control and

refuse removal. Excessive noise is not permitted at any time. In particular, music (live or recorded) that is audible outside the immediate premises violates the noise ordinance and the police will respond to complaints from neighbors. Refuse may not be placed at the curb more than 24 hours prior to scheduled pickup; containers must be removed from the curb before the end of the collection day. In addition, the tenant should check the following:

I have reviewed the Rental Occupancy Permit for the unit I am renting.

A smoke detector is installed and functioning. I am responsible for maintaining the battery.

I know where the fire extinguisher is, understand how to use it and it has a current tag.

Joint Inspections. The City has an interest in assuring that Bloomington's rental units do not deteriorate. Owners want to protect their investments. Tenants want a decent place to live and a timely return of their damage deposits. Damage deposits are often required to ensure that tenants leave a rental unit in as good a condition as they found it. THE RIGHT TO A JOINT INSPECTION IS A BASIC PROTECTION FOR ALL PARTIES. The joint inspection documents an apartment's condition at the beginning of occupancy to compare with the condition at the end of occupancy. Despite any instructions to the contrary, this includes dirt as well as damage. A joint inspection facilitates proper disposition of the damage deposit.

The owner has a duty to set up a joint inspection within ten days of a change of occupancy. At each inspection an inventory and damage list must be completed, signed and retained by both parties. Tenants must cooperate in scheduling inspections. If the owner cannot contact a tenant, s/he may notify the tenant by mail, at least two days in advance, of the inspection date and time. If the tenant cannot be reached or does not appear at the scheduled time, the owner may complete the inventory and damage list without the tenant's presence or signature. If an owner does not initiate a joint inspection, tenants should request one. If an owner does not respond, tenants may execute their own inspection report. It should be dated; one copy should be retained and one mailed to the owner. At the end of occupancy, if the parties agree on the amount to be withheld from a damage deposit, the remainder must be refunded within forty-five (45) days, provided that the tenant has provided the landlord a written forwarding address.

For more information or to obtain a copy of the Bloomington Municipal Code or the Property Maintenance Code, contact: Bloomington Housing and Neighborhood Development (HAND), 401 N. Morton, Showers Center, Bloomington, IN 47404; 349-3420. The Code is also available on the web at: www.city.bloomington.in.us.

WARNING: This is a binding agreement and your signature binds you to its terms immediately upon signing. Know also that all signators are jointly and severally liable for all rent and damages which accrue during the term of the lease agreement.

Landlord: Paul J. or Jeannette B. Smedberg
517 N. Colony Ct., Blgtn, 47408

Date

Tenant

Date

Tenant

Date

Tenant

Date

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this lease the day and year written above.

Payments made at this time:

Deposit: _____

Rent: _____ for month (or partial month) of _____

Landlord agrees that Tenant may have the following pet(s) upon the premises during the term of this lease:
