

**RESIDENTIAL LEASE**

1. **LEASE:** This Lease, executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **RES Property Management** (Landlord), and \_\_\_\_\_, (Tenant).  
*(All occupants 18 years and older must sign this document.)*

2. **LEASED PREMISES:** The Landlord does hereby lease to Tenant the premises commonly known as \_\_\_\_\_ ("premises"), which are located in the city of \_\_\_\_\_, \_\_\_\_\_ County, **Indiana**, \_\_\_\_\_, together with the following furniture and/or fixtures:  
\_\_\_\_\_  
\_\_\_\_\_

3. **TERM:** The initial term of this Lease shall commence on \_\_\_\_\_ and the last day of the term shall be \_\_\_\_\_. This Lease will not terminate prior to the above termination date except in accordance with the terms hereof or the written agreement of the parties.

4. **EXTENDED TERM:** This Lease shall be self-renewing for additional periods of \_\_\_\_\_ unless a written notice of termination or notice to vacate shall be given by either party \_\_\_\_\_ days in advance of the last day of the term or extended term. For each extended term the Landlord shall have the right to change the terms of this agreement including the amount of the rental payments due. Landlord shall give a minimum of \_\_\_\_\_ days advance notice for any such changes; such notice shall be in writing.

5. **RENT:** The Tenant promises to pay to the Landlord as rent the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the whole of the term provided, due and payable as follows:

- (a) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on the \_\_\_\_\_ **First** of each \_\_\_\_\_ **Month** not later than 5:00 P.M. to the office of the Landlord or his Agent or such other place as the Landlord may from time to time designate. Any rents lost in the mail will be treated as if unpaid until received by Landlord and late fees will apply.
- (b) All rent payments shall be paid by check or Money Order
- (c) PERSONAL CHECKS will not be accepted for payment of rent delinquent more than 5 days.
- (d) A \_\_\_\_\_ service fee will be charged if Landlord must pick up rent payment.

6. **LATE CHARGES:** A \_\_\_\_\_ late charge will be added to the rent due if not paid in full before 5:00 P.M. on the \_\_\_\_\_ day of the each Month.

A further charge of \_\_\_\_\_ shall be added each day thereafter that the rent remains not paid in full.

It is also agreed that a \_\_\_\_\_ charge, plus applicable late fees, will be added to the amount of rent due should any check or money order be returned by the bank for any reason.

7. **SECURITY DEPOSIT:** \$ \_\_\_\_\_ will be held as security, and not as rental payment, final or otherwise, to ensure that the Tenant complies with all of the terms and conditions of this Lease.

- (a) Upon termination of this Lease, the security deposit will be returned to Tenant, except for any amount applied for the following purposes:
  - (1) To reimburse Landlord for actual damages to the premises that are not the result of ordinary wear and tear expected in the normal course of habitation of a dwelling; and

- (2) To pay to Landlord all rent in arrearage and all rent due for premature termination of this Lease by Tenant; and
  - (3) To reimburse Landlord for utility and sewer charges paid by Landlord but which are the obligations of Tenant under this Lease and are unpaid by Tenant; and
  - (4) To reimburse Landlord for the cost of rekeying locks on the unit if all keys possessed by tenant are not surrendered to the Landlord.
- (b) Provided that Tenant shall have supplied to Landlord in writing a valid mailing address to which to deliver to Tenant any and all notices, Landlord shall mail to Tenant, within \_\_\_\_\_ days after the termination of occupancy of the premises by Tenant, an itemized list of damages claimed by Landlord for which the security deposit may be used by Landlord, including the estimated cost of repair for each damaged item and any other amounts due under this Lease for which Landlord intends to assess Tenant. In the event that such damages and assessments shall be less than the security deposit, Landlord shall include a check or money order for such difference, payable to Tenant. Landlord hereby advises Tenant and Tenant hereby agrees that in the event Tenant shall have occupied the premises, Landlord shall be entitled to deduct from the security deposit such amounts as shall be reasonably required to reimburse Landlord for a complete cleaning of the premises and all carpeting within the premises. Tenant further agrees that Landlord shall have the right to repaint any and all rooms in which Tenant shall have damaged or irreparably marked the walls, including holes created to hang pictures, etc. Tenant agrees that all such cleaning and repainting shall not be deemed to be "ordinary wear and tear" for purposes of this Lease or Indiana law.
- (c) In the event that Tenant shall not have supplied in writing to Landlord a valid mailing address other than the address of the premises, Landlord shall mail the notice described hereinabove to the address and in care of the person set forth for receipt of notice to Tenant. Landlord shall only be required to send to Tenant one (1) written itemized list of damages in order for Landlord to be deemed to have satisfied Landlord's requirements under Indiana Law.

**NO INTEREST SHALL BE PAID ON SAID DEPOSITS.**

**8. ARTICLE 8 RECINDED**

**9. USE OF PREMISES:** The Tenant will occupy and use said premises for a single-family, private residence and for no other purpose whatsoever.

**10. TENANT'S DUTIES:** Tenant agrees to meet the following obligations, including, but not limited to:

- (a) All minor maintenance, repairs not caused by ordinary wear and tear, and upkeep of the grounds and building shall be at the sole expense of Tenant.
- (b) Tenant shall bear the cost of replacing all light bulbs, furnace filters, fuses, and broken glass, including repair of frames and screens in windows and storm doors.
- (c) Tenant shall, at its own expense and at all times, keep the premises, including the yard, sidewalk, appliances, and furnishings, in a clean and sanitary condition.
- (d) Tenant hereby acknowledges that all drains servicing the unit are open and functional. Tenant shall bear the cost of correcting any drain stoppage problems not reported by Tenant within forty-eight (48) hours after commencement of this Agreement.
- (e) Tenant hereby acknowledges that the unit is free and clear of all pests (including, but not limited to, roaches, ants, bees, fleas, mice, rats, etc.) at the time Tenant takes possession. Tenant shall bear the cost of correcting any pest control problems not reported by Tenant prior to accepting possession.
- (f) Tenant shall agree to bear the cost of curing any damage to the property caused by the Tenant, Tenant's visitors, or any third party. Tenant shall be obligated to protect the premises during the term or extended term of this Agreement, and shall be responsible for damages even if inflicted by others.
- (g) Tenant shall notify the Landlord of any changes in job status and current work and home phone numbers.
- (h) Tenant shall at all times comply, and shall cause the premises to remain in compliance, with any and all laws, rules, regulations, and ordinances of the United States of America, State of Indiana, the

Consolidated City of Indianapolis, the Health and Hospital Corporation, and any other governmental or quasi-governmental entity, unit, or municipal corporation having jurisdiction over the premises or Tenant's use and occupancy of the premises.

- (i) Tenant shall not bring onto the premises any hazardous or dangerous materials or wastes ("Hazardous Materials"), as defined by federal, state, and/or local law, except in such quantities and for such uses as are typical of a law-abiding household.
- (j) Tenant agrees to make all repair requests to Landlord in writing.
- (k) Tenant shall notify Landlord within 24 hours of the delivery to the premises of any and all mail addressed to Landlord.

**11. UTILITIES:** Unless otherwise specified, Tenant shall pay all charges, fees, and/or assessments for utilities, including, but not limited to, gas, oil, coal, electricity, water, sewage, telephone, sanitary disposal, and trash and garbage removal.

**12. CARE OF PREMISES:** If the Tenant fails to maintain or correct any condition as called for in this Agreement, then the Landlord shall have the right, after giving seven (7) days written notice, to make corrections. Tenant shall pay all charges for labor incurred by Landlord at a rate of \_\_\_\_\_ per hour or at t to comply with this Lease, including repairs which are not ordinary wear and tear, collection efforts, filing of claims, and court appearances. Failure to comply with the provisions in this paragraph shall constitute an immediate default under this Lease without the necessity of written notice by Landlord to Tenant.

**13. LANDLORD'S DUTIES:** With respect to the premises, Landlord shall repair and replace the furnace, roof, structural components, driveway, garage, exterior site improvements, built-in air-conditioning equipment, water heater, water softener (if any is installed in the premises at the time of this Lease), appliances provided with the premises pursuant to this Lease (except if misused by Tenant), building exterior surfaces, and utility service facilities (such as, exterior water lines, meters, gas lines, electric lines, sewer pipes, septic systems, wells, underground drainage facilities, heat pumps, telephone lines, and outside fuel oil tanks and pipes, serving the premises). Landlord shall keep in full force the insurance required of it pursuant to this Lease and shall timely pay all real property taxes on the premises.

**14. VEHICLES:** Tenant represents that Tenant owns the following vehicle(s), which will be parked at the premises: \_\_\_\_\_. No other vehicle shall be regularly parked at the premises. Tenant shall notify Landlord immediately if any of the above vehicles are sold or replaced with other vehicles.

**15. ARTICLE 15 RECINDED**

**16. PETS:** No pets will be brought on the premises, inside or out, even temporarily without prior written consent of the Landlord. Any animal(s) on the premises shall be the responsibility of the Tenant who accepts full liability for any damages or injury caused by the animal(s) to anyone or to the premises during the term of tenancy.

**17. ENTRY AND INSPECTION:** The Landlord, his assigned agent(s), and/or his employee(s) may enter the premises at any reasonable hour with reasonable notice to inspect, repair, maintain, improve, to show the premises, or to test for and remediate any and all potential health hazards which might exist in the premises, including, but not limited to, asbestos, lead (in paint, plumbing, or otherwise), radon, and urea formaldehyde

**18. ALLEGED OR ACTUAL CRIMINAL ACTIVITY:** Tenant shall not commit and shall not permit any person on the Premises to commit any crime.

**19. DEFAULTS BY Tenant:** Each of the following shall constitute a material event of default under this Lease:  
(a) Nonpayment of rent, late charges, and any and all other amounts which may become due Landlord from Tenant within five (5) business days following the first day of the month;

- (b) Failure of Tenant to perform any duty set forth in this Lease;
- (c) Any action by Tenant which is prohibited by this Lease;
- (d) Failure of Tenant to take such action or to refrain from taking such action as shall be necessary to cure continuing violations of laws, rules, ordinances, or regulations of governmental authorities or applicable subdivision or condominium governing committees;
- (e) Abandonment of the premises before the end of the term or extended term of this Lease; and
- (f) Any misrepresentation in this Lease Application or other data executed or provided by a Tenant or Guarantor.

**20. LANDLORD'S REMEDIES:** Upon the occurrence of any event of default which shall remain uncured, Landlord shall have all rights, powers, and privileges contained in this Lease and at law or in equity, including, but not limited to, the following:

- (a) The right to declare this Lease immediately terminated, to reenter the premises, and to remove Tenant and Tenant's possessions; in such event, Tenant shall peacefully surrender possession of the premises to Landlord; and,
- (b) The right to recover from Tenant any and all past due and accrued rent, future rent through the end of the current Lease term, and all costs and expenses of returning the premises to good rentable condition and reletting the premises to a satisfactory replacement Tenant; and,
- (c) The right to pursue any other remedy now or hereafter available to Landlord under the laws and judicial decisions of the State of Indiana.

**21. HOLDOVER Tenant.** In the event of such an unauthorized holding over by Tenant, the possession of Tenant shall be deemed to be that of a trespasser and the liquidated damages payable by Tenant during such holdover period shall be equal to two hundred percent (200%) of the rent described in this Lease, prorated on a daily basis

**22. INDEMNIFICATION AND RELEASE:** Tenant hereby indemnifies, agrees to hold harmless Landlord, and agrees to protect and defend Landlord from and against any and all damages, claims, and liabilities arising from or connected with Tenant's control or use of the premises.

**23. SUBLETTING OR ASSIGNMENT:** The Tenant shall not assign or convey this Lease or any interest thereof, sublet any portion of the premises, or allow any person not listed herein to reside on the property without the prior written consent of the Landlord.

**24. FURTHER CONDITIONS:**

\_\_\_\_\_

\_\_\_\_\_

Note: Federal law requires that this section of the Lease be retained by Landlord and Agent not fewer than three (3) years.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Social Security #

Landlord: RES Property Management

\_\_\_\_\_  
Tenant initials

By: \_\_\_\_\_

Date accepted by Landlord \_\_\_\_\_ 20\_\_\_\_

**LEAD-BASED PAINT.** The purpose of this section is to comply with the provisions of 24 C.F.R. Part 35 and 40 C.F.R. Part 745 involving the disclosure of known lead-based paint hazards within rental property constructed prior to 1978.

Lead Warning Statement. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure (please initial)

- \_\_\_\_\_ a. Presence of lead-based paint or lead-based paint hazards (check one below)
  - \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_
  - \_\_\_\_\_ Landlord has no knowledge of lead-based paint and /or lead-based paint hazards in the housing.
- \_\_\_\_\_ B. Records and reports are available to Landlord (check on below):
  - \_\_\_\_\_ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): \_\_\_\_\_
  - \_\_\_\_\_ Landlord has no records or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgement (please initial)

- \_\_\_\_\_ C. Tenant has received copies of all information listed above.
- \_\_\_\_\_ D. Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (please initial) (if Landlord uses an agent)

- \_\_\_\_\_ E. Agent has informed the Landlord of Landlord's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

Certificate of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_