



HUNT PROPERTIES INC.

2019 – 2020 RENTAL LEASE AGREEMENT

THIS LEASE made and entered into this ____ day of _____ 20____, by and between _____ hereinafter called “TENANT”, AND **David Hunt / Hunt Properties, Inc.** hereinafter called “LANDLORD”.

WITNESSETH, that in consideration of the mutual covenants, herein contained and to be performed by each party, and said LANDLORD and tenant agrees as follows:

1. **LEASED PREMISES.** Landlord does by these presents lease and demise premises unto said TENANTS situated at _____ in the city of Muncie, Delaware County, State of Indiana.
2. **TERM.** The premises are leased for a term of **12** months, commencing at 5:00PM on the ____ day of _____ and terminating at 5:00PM on the ____ day of _____.
3. **RENT.** Each Tenant hereby agrees to pay to the landlord a monthly rental in the sum of \$ _____ on or before the first (1st) day of each month beginning with the first (1st) month of the lease term and continuing consecutively with each month throughout the term of the lease (12 months). Rent will not be prorated, your committing to 12 equal payments.
 - A. The Tenant(s) understand and agree that the rent will be **due and payable on the 1st day of each month**. Should said rent have not been paid by the first day of the month, the Tenant shall be charged for a late fee of \$10.00 per day the rent remains unpaid. A check returned because of non-sufficient funds (NSF) is considered non-payment of the rent and the Tenant shall be subject to a \$25.00 service charge the first time a check is returned, plus any late fees incurred. The Tenant shall be liable for a \$30.00 Service charge anytime thereafter for returned checks, plus any late fees incurred.
 - B. This property is leased to the above Tenant with ___ others, mutually agreed upon, who shall be jointly and severally liable for all damages or other expenses incurred regardless of cause or personal responsibility.
 - C. Tenant(s) shall be in default of this contract if rents are not received by the landlord by the fifth (5th) day of the month. Upon default, tenant shall be subject to eviction, forfeiture of security deposit and litigation for acceleration of remainder of rents to the end of this contract.
4. **SECURITY, DAMAGE AND CLEANING DEPOSIT.** Each tenant shall deposit the sum of \$ _____ as a security, damage, and cleaning deposit and not as rental payment, final or otherwise, for the full and faithful performance of all terms and conditions of this lease. The deposit shall be returned to the Tenant(s) within thirty (30) days following the satisfactory completion of this lease, along with all utilities being paid by tenants, as well as the final sewer bill. In the event of a breach or default by the Tenant(s) in respect to any of the terms or conditions of this lease, Landlord may apply such sum or any part thereof to any cost, damages, losses or injuries caused by Tenant(s) by such breach or default and without in any manner waiving or limiting Landlord’s right to further hold Tenant(s) liable for cost, damages, loses or injuries otherwise due.
5. **USE OF PREMISES.** The tenant(s) shall use the property for residential purposes. Only those tenants on the lease are permitted to reside on the premises. The Tenant(s) shall not permit an illegal or improper usage or create any disturbances, noises, or other annoyance material breach of this lease and subject the Tenant(s) to immediate expulsion from the premises.
6. **UTILITIES.** Tenant(s) in addition to the monthly rent, shall have all utilities in their name(s) including, electric, gas and water. The landlord per the City of Muncie policy, will receive all sewer bills, though the monies owed are the obligation of the tenants. Every month the landlord will pay the sewer bill, but it’s the obligation of the tenant(s) to reimburse the landlord within two weeks of being notified of said sewer bill. Any unpaid sewer bill reimbursements by tenant(s), not paid within two weeks to landlord; will result in a \$25 per month penalty fee in addition to monies owed for the past due sewer bill.

7. **SUBLETTING OR ASSIGNMENT.** Tenant(s) shall not sublet the premises nor assign this lease or any part thereof without the written consent of the Landlord. Tenant agrees to pay \$100.00 subleasing fee. Furthermore, any approved sublease agreements become part of this lease agreement, and therefore, are subject to all terms and conditions brought forth in this lease agreement. Primary tenant(s) on this lease are responsible for lease payments as directed by the lease and sub-tenants are responsible to primary tenant for their payment.
8. **RESERVED RIGHTS.** Landlord reserves the following rights:
- A.** To enter the premises during all reasonable hours to examine and protect same, to show the premises to prospective buyers or renters, or to make such repairs, additions or alterations, and for any other purpose whatsoever related to the safety, protection preservation or improvements of the premises or the building.
- B.** To enter the premises at any time or times during the last sixty (60) days of their term, if during or prior to that period resident vacates the premises, to decorate, remodel, repair, alter or otherwise prepare the premises for occupancy.
- C.** To constantly retain and use passkeys to the premises. Exercise of reserved rights by Landlord shall never render Landlord liable in any manner to Tenant(s) or to any person in the premises.
9. **RULES AND REGULATIONS.** The printed U.A.L.A. rules and regulations attached to this lease are made a part of this agreement, which together form the entire agreement. Failure of Tenant to observe and exercise compliance with these rules and regulations will constitute a breach of this agreement. Landlord reserves the right to make reasonable changes or additions to such rules and regulations and tenant agrees to comply with such new rules and regulations.
10. **TENANT(S) DUTIES.** The tenant(s) shall: **(a)** keep the unit in a clean condition during their occupancy; **(b)** pay for all damages to the premises or to any other Tenant or other person caused by waste, misuse or neglect of the Tenant or his/her guest(s); **(c)** not allow dogs, cats or other domestic animals or pets on the premises; **(d)** be responsible for any cost of repair of any stoppage caused to the plumbing or damage to other equipment, appliances, or fixtures in or on the premises caused by misuse; and **(e)** return unit and all furnishing provided by Landlord to a clean and sanitary condition at the end of lease.
11. **LANDLORD'S OBLIGATIONS.** The landlord shall: **(a)** immediately notify tenant, by certified mail, delivered notice or posted notice, of any changes as to their person or address of the Landlord; **(b)** maintain all structural components in good repair, **(c)** maintain all electrical, plumbing, heating and other facilities and appliances supplied by Landlord in reasonably good working order; **(d)** maintain yard.
12. **ABANDONMENT.** In the event Tenant shall abandon or vacate the premises before the end of the term, the premises or any part thereof may be repossessed by the Landlord and re-let upon terms satisfactory to it, and the tenant shall be liable for any resulting deficiency. Tenant's liability for deficiency includes, but is not limited to: redecorating costs, repair costs, loss of rent days of vacancy, and cost of obtaining a new tenant. Landlord may apply Tenant's security deposit to rectify any damage caused by Tenant's vacating or abandonment. Application of the security deposit shall not waive or limit Landlord's right to further hold Tenant liable and responsible for cost and damages, loses, injury or any obligation due hereunder.
13. **DEFAULT OF LEASE.** Landlord shall have the absolute right of canceling and terminating this lease should rent become delinquent or any violation of the "RULES & REGULATIONS" AND THEREUPON, THE BALANCE REMAINING UNDER THE CONTRACT BECOMES IMMEDIATELY PAYABLE. Upon default, it shall be lawful for the Landlord to re-enter and repossess the premises, to remove all persons there from and to take exclusive possession of and remove all property there from with or without judicial process, and all rights of the Tenant shall immediately cease. For the purpose of such re-entry Tenant hereby waives notice of any such failure or default and demand for possession of the premises. The Landlord shall further have the rights provided in Paragraph 12 above despite the fact that the Tenant did not abandon or vacate the premises.
- The failure on the part of the Landlord to re-enter or repossess the premises or to exercise any of its rights hereunder upon any default shall not preclude the Landlord from the exercise of any such rights upon subsequent defaults. The acceptance of past due rent will in no event act as a waiver of Landlord's right to terminate this lease for non-payment of rent when due, no notice or demand shall be required for enforcement. In the event of a default, the Tenant(s) shall vacate the premises immediately upon the written demand of the landlord.
14. **CONTINUING LIABILITY.** In the event the Tenant vacates, is removed or evicted from the premises, or the lease is terminated prior to the stated expiration of the term of this lease, Tenant agrees that his/her liability to pay the rent and utilities for which he/she is responsible, shall continue for the term of this lease, unless Landlord re-lets the premises, which Landlord shall be requires to mitigate. In addition to the rent described above, tenants shall be obligated to pay landlord's cost and expenses, including but not limited to attorneys fees and court costs, incurred by landlord in responding to or defending any claimed violation of local, state or federal law arising from tenants occupancy of the premises described herein, in the event that such prosecution does not result in a finding of liability (if a civil claim) or finding of guilty (if a criminal charge). Tenant's obligation in this regard shall survive the expiration of the term of this lease.

15. **ATTORNEY'S FEES.** Tenant agrees to pay attorney's fees incurred, as well as all collection agency fees, and court costs, including but not limited to moving expenses and storage, for the enforcement by the Landlord of any and all provisions of this lease. **COLLECTION AGENCY FEES** equal to 50% of the delinquent balance shall be added to the amount due on the account.
16. **ASSIGNMENT AND SUBORDINATION.** All rights of the 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 the Tenant. The assignee shall be free from any all defenses, set-offs or counterclaims which the Tenant may be entitled to assert against the Landlord.
17. **INSURANCE.** Tenant shall hold the Landlord harmless for any damage to his personal property. It is understood that Landlord does not maintain any insurance for the benefit of Tenant. It shall be the responsibility of the Tenant to carry insurance to cover any and all personal property with the demised premises.
18. **CHOICE OF LAW.** This lease, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the state of Indiana.
19. **CASUALTY LOSSES.** In the event that more than twenty-five (25%) of the square footage of the demised premises is damaged, destroyed or rendered un-tenantable by fire or other casualty, Landlord may elect to terminate this lease by giving notice of such election to Tenant on or before the day which is ninety (90) days after such fire or other casualty, stating the date of termination, which termination shall be not more than thirty (30) days nor less than twenty-one (21) days after the date on which such notice of termination shall have been given; and (1) upon the date specified in such notice this lease and the term hereof shall cease and expire; and (2) any fixed annual rent and additional rent paid for a period after such date of termination shall be refunded to Tenant upon demand. If the leased premises are damaged or destroyed in whole or in part by fire or other casualty and the Tenant(s) do not want to terminate the lease, then the obligations of Tenant to pay fixed rent and to perform all of the other covenants and agreements on the part of Tenant to be performed pursuant to this shall not be diminished or affected.
20. **REPAIRS AND REDECORATION.** Except for reasonable wear and tear Tenant shall, at Tenant's own expense, keep the premises including walls, ceilings, floors, woodwork, paint, plaster, plumbing, pipes, light fixtures, hardware, glassware and all other fixtures and equipment in good order, condition, and repair and in a clean and sanitary condition. Upon vacating property or termination of lease, Tenant(s) shall be equally charged (from deposit) the cost of carpet cleaning, painting and patching of damaged walls incurred by Landlord, and final sewage bill.
21. **ALTERATIONS.** The Tenant agrees that no alterations, additions, additional locks, or bolts, to the doors or windows, are to be made or added or paints or stains or screws, tape or glue to the woodwork, walls, floors or furnishings, are to be applied without written consent of the Landlord. If Tenant is given consent to change any lock, tenant must forward a key to Landlord. Tenant agrees that no representation as to condition or repair of the premises, and no promises to decorate, alter, repair or improve the premises has been made, except such is contained in this Lease. Any out building or detached garage on premises will not be accessible to the Tenant(s).
22. **KEYS.** The Tenant(s) shall receive keys on the inception date of this lease and once Landlord has validated that all utilities have been transferred into Tenants name. The keys are not to be duplicated except by the Landlord, and if a key is lost or stolen, Tenant(s) will pay all charges incurred in the replacement of the locks and making new keys. Changing of the locks by the Tenant(s) constitutes a breach of this lease and will be treated as any other breach under Paragraph 13 of this agreement. If a tenant requests either the landlord or the maintenance man to come unlock a door, due to a missing or lost key, the tenant agrees to pay a fee of \$50.00 to either party. The landlord doesn't have spare bedroom keys, in the event the tenant is locked out of his/her bedroom or house; it's the tenant's responsibility to contact a locksmith and pay for such services. If landlord's maintenance man is available, he may be used as a locksmith, his fee is \$35.00 per visit and is due and payable directly to him.
23. **LEAD BASED PAINT DISCLOSURE.** Federal EPA lead-based disclosure is made part of this lease. (If applicable)
24. **INVALID PROVISION: SEVERABILITY:** Any provision of this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this agreement.
25. **MAINTENANCE CALLS:** All calls for any maintenance issues must be made directly to landlord first, if landlord is unavailable, then a call directly to maintenance guy is allowed. Carl Martin, cell number is 765.729.2349
26. **MAINTENANCE / SERVICE CALLS NOT COVERED :** Landlord nor maintenance man are responsible for the replacement of light bulbs inside the house; outside flood lights are covered. If tenant(s) contacts maintenance man to replace missing or burnt out lights, it is the tenant(s) obligation to pay for both the bulbs and the service call. If a sewer line service call is required and it's determined the main drain became clogged due to female related sanitary products, handi-wipes or any other non-toilet paper item; the cost to repair / unclog will be the obligation of the tenant(s). Requests for lock service due to tenant being locked out of either house or bedroom, isn't the responsibility of the Landlord or the Maintenance Man. Maintenance Man will charge a fee of \$35 per door if he's available and willing to do the service. It's the tenant(s) sole responsibility to pay at the time of the service call.

27. **MISCELLANEOUS. Tenants and guarantors acknowledge the reading and understanding of this lease and do further acknowledge that the lease is inclusive of the rules and regulations, hereto attached, and all the terms and conditions as set forth in this document.**

The parties agree that all negotiations are merged into this document and that there are no additional terms or conditions not covered in this agreement. Any and all modifications to this agreement shall be in writing and executed by all parties. The election by the Landlord of one particular remedy does not prohibit the Landlord from seeking and all other remedies. This is a binding agreement and your signature binds you to its terms immediately upon signing. Both Tenant and Guarantor, are jointly liable for all rents, deposits, damages and other obligations under this lease. I understand that my signature authorizes the Landlord to conduct a background and credit check at his discretion.

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Tenant: _____ SS# _____ DOB _____ Cell Phone _____
(Print)

Home Address: _____ City: _____ State: _____ Zip: _____

Tenants Signature: _____ Date: _____, 20 _____

I, _____, the Parent or Guardian of _____, am the Guarantor of the terms and conditions of this lease.

Date: _____
(Parent or Guardian Signature) (Printed Name)

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Landlord: _____ Date: _____, 20 _____

David Hunt
Hunt Properties, Inc.
5925 Silas Moffitt Way
Carmel, IN 46033

Email: dbhunt101@gmail.com

David Hunt Lauren Hunt
317.670.2866 317.607.8553

IN CASE OF AN EMERGENCY, CONTACT THE PROPER LOCAL AUTHORITIES AND THE LANDLORD

Attachments: (part of this lease agreement)

1. **U.A.L.A. Rules and Regulations**
2. **Lead Paint Disclosure**
3. **Smoke and Carbon Monoxide Alarm**
4. **Affidavit of Occupancy**