

CHICKERING RENTALS

Lease Agreement

This LEASE AGREEMENT is made and entered into this ___ day of _____, __, by and between

_____ hereinafter called TENANT(S), and CHICKERING RENTALS, 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. Landlord hereby agrees to rent to Tenant that certain property known as _____, Bloomington, Indiana ("leased premises") beginning **August 17th, 2022** and ending **August 1, 2023**, respectively at 12:00 noon at the agreed rental of \$ _____ to be paid in equal monthly installments of \$ _____ dollars. Rent will be due on the 1st of the month. Monthly rent is to be paid with **ONE CHECK** per house; multiple checks will be returned to the tenant.
- a. **Rent for the months of August 2022 (not prorated) \$ _____, June 2023, \$ _____ and July 2023, \$ _____ total \$ _____ due by August 01, 2022. This amount must be paid by said due date, please mail to 214 N Rogers St Bloomington, IN 47404.** The remaining rent will be paid in monthly installments starting Sept 1st 2022 and the last payment due May 1st 2023, at which time rent should be paid in full. All payment arrangements must be approved by landlord in writing before start of lease. Rent payments received after the 5th of the month will be assessed a late fee of \$20 per day.
- B. **SECURITY DEPOSIT:** The security deposit of \$ _____ shall be returned at expiration of this lease within forty-five (45) days of vacating the premises as provided by Indiana law and so long as there is not additional damages beyond normal wear, per this lease. Full deposit must be paid at signing of lease. The premises are to be kept clean. For tenant's convenience, Landlord will arrange for professional carpet cleaning, professional window cleaning inside and out, and professional house cleaning. **ONE CHECK** for the deposit will be mailed to one Tenant at the address provided by Tenant within forty-five (45) days after the date of the lease termination. The security deposit shall at no time be considered payment of rent, final or otherwise.
- C. **PAINTING POLICY:** Every rental unit is turned over to the Tenant with the walls in "as new" condition. The walls of every unit are cleaned and painted, as necessary, upon the previous Tenant's move-out. Under normal conditions, many wear and tear marks can be cleaned. Wherever nails, scotch tape, bookcases, shelves, etc. have been attached to a wall, the damage is no longer considered normal wear and tear, and requires that the holes be spackled and patched. **AS POLICY, LANDLORD WILL PAINT THE ENTIRE WALL WHENEVER A SPACKLED REPAIR HAS BEEN MADE** and this expense will be charged to the Tenant. Also, some scuffmarks cannot be cleaned, and these too will necessitate painting at Tenant's expense. Landlord also requires that all painting be done by a professional painting contractor, fully insured and bonded. The Tenant will receive a professionally cleaned and painted house upon their occupancy and after the lease expires, the house will be professionally cleaned and painted as needed to return house to the same condition as move in and any charges incurred will be the Tenant's Responsibility. Painting all four walls in a bedroom will not exceed \$225 including paint.
- D. **UPKEEP:** You agree at your expense to keep the leased premises in good repair, in a clean, slightly and sanitary condition, and free from vermin and rodents. You further agree not to do anything or allow anything to be done in or around the leased premises or the building in which the leased premises are located which would damage or decrease the value of the premises or the building. All trash must be placed in suitable containers and placed in the area designated by Landlord; **trash must be removed weekly from inside the premise and placed outside in containers for scheduled pick-up.** You agree to return the premises to landlord in the same condition as it was initially received by you for tenancy. You agree to pay for loss or damage by fire, water or other causes due to your negligence. If you are leasing a single-family residence, you agree to be responsible for proper upkeep of the outside area, including keeping the yard free from trash You cannot make any repairs, alterations or improvements without first obtaining our consent or our order detailing the terms of payment for these charges. Tenant will be given one written notice regarding failure to remove trash from the yard and will be provided 48 hours for its

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removal, after which time if yard waste remains maintenance shall remove the waste and charge tenant a reasonable fee of \$150.00

- E. **WINTERIZING AND MAINTAINING TEMPERATURE.** You agree to take winterizing precautions during extremely cold weather, to prevent freezing as recommended by us or by the City of Bloomington Utilities Department. This includes maintaining a reasonable room temperature at or above 62 degrees Fahrenheit, opening doors under sinks or lavatories where the plumbing might be exposed, and running water from taps to keep pipes clear. Otherwise, you will be charged for any service or plumbing calls caused by your failure to take necessary winterizing precautions. During the warm months, the Tenant must leave the air conditioning set no higher than 80 degrees if Tenant anticipates leaving the residence for a significant period of time. If the residence is found vacant without the utilities on during warm and/or cold months, the Landlord will have the utilities turned on and charge the Tenant accordingly.
- F. **Tenant is to make checks payable to Chickering Rentals and mailed to 214 N Rogers St. Bloomington, IN 47404 on or before the 1st day of the month.**

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

1. Tenants understand and agree 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 as of the occupancy date, then Tenant agrees that Landlord's only obligation will be to correct the problem within a reasonable amount of time.
2. Tenants understand and agree that rent will be due and payable BY THE 1ST DAY OF EACH MONTH at the designated address stated above and should said rent not be paid by the 5th of the month, Landlord reserves the right to assess a \$20.00 per day late fee. A bad check is considered non-payment of rent and therefore a late charge will also be assessed after you receive notice from this office of the returned check, plus a \$50.00 delinquent fee and any and all fees incurred by landlord's institution for return of the check. Landlord shall have the absolute right of canceling and terminating this lease should rent become more than ten (10) days past due.
3. If Tenant defaults in the performance of the covenants of this lease agreement and by reason thereof Landlord employs the services of an attorney to enforce performances of the covenants by Tenant, to evict Tenant, to collect monies due from tenant, or to perform any services 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 at (\$200/hour). Eviction of Tenant for breach of lease agreement shall not release Tenant from liability for rent payment for the balance of the lease.
4. Tenant SHALL NOT sub-let the property, or assign this agreement without the prior written consent of Landlord and such consent shall not be unreasonably withheld. Should Landlord agree to sub-let the unit, a sublet fee of \$100.00 will be charged to Tenant. Sub-letting without acquiring Landlord's permission shall result in immediate notice to sub-let to vacate the premises, along with forfeiture of deposit of original tenant.
5. Tenant hereby accepts the premise in its PRESENT CONDITION except as otherwise specified. TENANT APPROVED "INVENTORY AND DAMAGE APPROVED LIST INSPECTION" as specified in the "SUMMARY OF TENANT'S AND OWNERS RIGHTS AND RESPONSIBILITIES." Inspection will occur within 10 days of move in date.
6. Tenant hereby 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, or floors, without written consent of Landlord.
7. A charge of FIFTY DOLLARS (\$50.00) shall be made for lockouts during normal office hours (9:00AM-5:00PM) Monday through Saturday. A charge of (\$100.00) shall be made for lockouts outside these normal office hours and Sundays.
8. TENANT SHALL:
 - a. keep the unit in a clean condition during his/her occupancy.

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- b. be responsible for payment for any damages to the premises or to any other tenant or other persons caused by waste, misuse or neglect of premises by Tenant or his/her guests at the time of occurrence. Such damages will not be "held" in order to be deducted from the security deposit in the future by Landlord.
 - c. also be responsible for damages done by vandalism or break-in unless a police report is filed at the time occurrence.
 - d. not allow dogs, cats, or other domestic animals or pets on the premises. Harboring a pet shall be considered a material breach and could result in automatic lease termination or forfeiture of original security deposit, unless written consent from Landlord has been given and additional deposits posted. No pets will be brought on the premises, inside or out, without prior written consent of the Landlord. No outside doghouses, pens, fences, etc. may be erected. **ABSOLUTELY NO PETS ALLOWED WITHOUT LANDLORD CONSENT.**
 - e. be responsible for any stoppage caused to the plumbing, especially feminine hygiene products, or damage to other equipment, appliance, garbage disposals, or fixtures in or on the premises caused by misuse;
 - f. be responsible for maintaining doors, locks, windows, and screens and shall be required to pay for any replacement for any that are damaged or missing due to tenant's negligence.
 - g. furnish and pay for all utility cost and services incurred by him/her;
 - h. be responsible for immediate payment of any citations/tickets issued by the City of Bloomington upon receipt of said citation/ticket.
9. 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 leased unit or apartment building. It shall be the responsibility of the Tenant to carry renter's insurance to cover any and all personal property within the demised premises or within the storage areas provided by the Landlord. Landlord strongly suggests that Tenant take out a Renter's Insurance Policy. Most homeowner's policies have a rider for renter's insurance.
10. Tenant shall permit Landlord or any of its agents to enter said premises during all reasonable hours (9:00 A.M - 7:00 P.M. Monday thru Friday) to examine and protect same, to show said premises to prospective buyers or renters, or to make such repairs, additions and alterations thereto as may be deemed necessary. Tenant will be given 24-hour notice and allow Landlord to show house/apartment during normal business hours (9:00 A.M - 7:00 P.M. Monday thru Saturday) until house/apartment is rented to subsequent tenants. Landlord reserves the right to enter the premises in an emergency. Maintenance requests submitted by Tenant are considered approval for management to enter residence. Management will give no notice after sent maintenance requests. No notice will be given by landlord for landscaping work.
11. Landlord does not require parental guarantees. Requests for maintenance, questions about the lease agreement, verbal communication or correspondence regarding a property are with tenants who have signed the lease agreement and no one else.
12. Occupancy shall be restricted to _____ persons exempting Tenant's occasional overnight or weekend guests. Prior to becoming a tenant, ALL persons must have their names listed on the lease, must be accepted by Landlord as a suitable tenant and must personally sign their signature on the final lease agreement. Tenant shall use said premises for residential purposes only and shall not permit any illegal or improper usages or any disturbance, noise or other annoyance detrimental to the reasonable comfort of other tenants of the building or the neighbors.
13. Landlord shall not be responsible for interruption of equipment functioning or 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.
14. 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.
15. 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.
16. No oral statements made by Chickering Rentals employees or agents shall be binding, unless consented to, in writing, by Chickering Rentals.

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17. If, after violations of any provision of this lease, or upon expiration 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 and Tenant consents that Landlord may sell or otherwise dispose of such property in its discretion.
18. Should any section, clause, paragraph or part of this lease be declared invalid by a court of competent jurisdiction, statute, or by Bloomington, Indiana municipal code; the remaining section, clause, paragraphs, and parts shall continue and remain in full force and effect.
19. By signing this lease, all individuals that constitute "Tenant" agree to be jointly and severally liable for any breach of this lease; each individual will be held responsible for the entire amount due under this lease and for the acts and omissions of the other individuals signing this lease, or their guests, as well as their own.
20. **HOUSE RULES:** Tenant agrees to abide by any and all reasonable house rules concerning such matters as noise, odors, disposal of refuse, pets, parking and use of common area. Any house rules which are in effect at the time of the execution of this Residential Lease are attached as an addendum to this document. Any house rules adopted after the execution of this Residential Lease shall be promptly provided to tenant in writing in accordance with the Notice provision of the Residential Lease to do all housecleaning needed to maintain the premises in a clean/sanitary condition.
21. **VEHICLES: NO AUTOMOBILES, TRUCKS, NOR OTHER VEHICLES ARE TO BE DRIVEN OR PARKED ON LAWN AREAS.** All vehicles found parked on the lawn areas or on sidewalks will be towed immediately, without additional notice, at Tenant's expense.
 - a. If Landlord furnishes parking permits at your residence, it is tenant's responsibility to keep permits visibly displayed at all times. Tenant is only allowed to park in their assigned parking spot. If tenant parks in a spot to which they are not assigned, their vehicle is subject to towing. Parking permits are to be returned to landlord at move out. A \$50 fee will be charged for any permits not returned to landlord. Lots are monitored 24 hours a day/365 days a year by SWS towing. Landlord will not be responsible if tenant's vehicle is towed. To report illegally parked vehicles or if a vehicle is missing please call, 812-334-8283.
22. **TENANT'S DUTIES:** Tenant agrees to meet the following obligations beginning on the lease start date and ending on the lease end date, including, but not limited to:
 - a. Tenant is responsible for minor maintenance such as: replacing all light bulbs, maintaining all smoke detector batteries, maintaining garbage disposal, keeping toilets free of clogs and routinely cleaning lint from the dryer. Any maintenance items that arise from tenant negligence will be deemed a "tenant charge" the cost of which will be deducted from the security deposit.
 - i. A basic minimum maintenance service call is \$85.
 - b. Tenant shall, at his/her own expense, and at all times, keep the premises including the yard, sidewalk, appliances, and furnishings in a clean and sanitary condition and shall surrender the same, at termination, hereof, in as good of condition as received, this includes driveway, deck, walkways, and premises free of trash.
 - c. Tenant shall acknowledge that all drains servicing the unit are open and functional at the time of Tenant's entry. Tenant shall bear the cost of correcting any drain stoppage problems not reported by Tenant within forty-eight hours (48) after commencement of this Agreement.
 - d. Tenant shall acknowledge 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 the Tenant takes possession. Tenant shall bear the cost of correcting any pest control problems not reported by Tenant within forty-eight (48) hours after commencement of this agreement.
 - e. 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 leased premises during the term or extended term of this Agreement, and shall be responsible for damages even if inflicted by others.
 - f. For houses with existing security systems, it is the tenant's obligation to set up and pay for the monitoring. Tenant must provide Landlord the security system code within 14 days of move in.
 - g. If Tenant has a grill, Landlord insists that Tenant keep the unit at least 15 feet away from the house.
23. Electrical space heaters and window air conditioners are prohibited without specific clearance of electrical circuit safety and prior written consent of the Landlord.

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24. Damage resulting from the Tenant's appliances will be charged back to the Tenant.
25. The Landlord shall have no liability or damage whatsoever which may arise from Landlord's failure to furnish cold or hot water, electricity or heat. Tenant specifically acknowledges that any and all utility service must be placed in Tenant's name and that Landlord has no obligation to pay for or arrange for service for Tenant's benefit. Landlord shall have no liability for any damage or injury resulting from any utility meter, pit, pipe, wire, device or usage when such damage is outside of Landlord's control; any liability owed to Tenant shall be that of the utility company. The tenant expressly hereby waives all claims for such injury or damage.
26. Tenant hereby acknowledges that Landlord has installed functional smoke detector(s) in the premises, in accordance with applicable laws and ordinances. At least once every three months Tenant shall test such smoke detector(s) to insure that it/they are in operational condition, and to keep a working battery/batteries installed at all times. In the event that one or more of the smoke detectors shall not be in operational condition, Tenant shall immediately advise in writing to the Landlord and Landlord shall be responsible for immediate repair and/or replacement of each defective smoke detector. Tenant shall not tamper with or remove any smoke detector and under no circumstances render a smoke detector non-operational. Tenant hereby grants to Landlord the right to inspect the premises for operational smoke detectors. Landlord hereby advises Tenant that the smoke detector(s) located within the premises, installed by Landlord, are in good operational condition.
27. No failure by Landlord to insist upon 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.
28. Tenant will not install and/or change any door locks. If any door locks are changed or installed by the Tenant, the Tenant will be responsible for new locks or rekeying of all locks and charges will be deducted from the security deposit at the time of the lease expiration. Tenants are responsible for any damage done to door, walls, jamb, etc. Landlord does not guarantee that all keys are present and locks functional for any bedroom door locks.
29. The following additional items are hereby appended to and made part of this lease agreement:
30. Landlord reserves the right to rent to other parties for subsequent years and is not obligated to extend or continue the lease of current Tenant. Upon renewal of the lease with current tenant, a renewal inspection will be completed and Tenant agrees to pay any outstanding invoices as well as payment for completion of any repairs deemed necessary found during the inspection within 14 days. These charges will not be deducted from the security deposit at that time.
31. Yards and porches must be kept uncluttered at all times, including school breaks. Trashcans and recycle bins must be removed to back of house after trash pick-up. One warning note will be given for cluttered porch, yard and/or trashcans giving 48 hours to correct the situation. After such time passes without remedy, Landlord will arrange for clean up and charge \$150 per incident.
32. Yard mowing is the responsibility of Landlord and will be done at the landlord's discretion.
33. Snow Removal from the front sidewalk is the responsibility of Landlord and will be completed on an as needed basis as determined by and at the landlord's discretion. Tenant is responsible for snow/ice removal from the front steps.
34. Move-in and move-out inspections are made by appointment only. Call to schedule: 812.360.1975.
35. Move-in inspection and smoke detector inspection will be done within a reasonable time after move-in and Landlord and Tenant will sign both forms and a copy will be kept on file of each.

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36. Landlord must receive all of the three (3)-summer months rent (June 2023, July 2023, August 2022) by August 1st 2022 and all utilities must be changed into the new Tenant's names by August 5th 2022 or Tenant may be subject to a utility change fee. All utilities must be left on through the expiration date of the lease or a \$100.00 fine will be incurred per utility.

a. City of Bloomington Utilities (CBU) is the only utility company that requires a copy of Tenant's drivers license to initiate service. Contact information is as follows:

Utilities:	Vectren (gas)	1-800-777-2060 Vectren.com
	Duke (electric)	1-800-521-2232 Duke-Energy.com
	CBU (water)	1-812-349-3930

37. All keys must be at move out inspection. All keys returned must work in locks, or Tenant will be charged to change the locks and make new copies of keys. Missing keys will be charged at \$25 each for replacement.

38. Fill in name and forwarding address for deposit to be sent to at the end of lease:

X _____

39. All payments received from Tenant shall be applied to outstanding charges to Tenant's account (including monthly rental installments, utility expenses, late fees and other penalties, and any other amounts due under the lease) in chronological order beginning from the earliest charge. It is Tenant's responsibility to verify that the account has been paid. Late fees will accrue on any deficiency in the account balance.

40. All light bulbs, smoke detectors, batteries for smoke detectors, and fire extinguisher (if applicable) must be in working order upon Tenant's move out. If all items stated are not in working order, a service call will be made and tenants will be charged for service call and labor to insure items are in working condition.

41. All requests for maintenance to house must be submitted by email to "chickeringmaintenance@gmail.com"

42. Tenant will place all garbage and trash in containers. Tenant will abide by the City of Bloomington Trash Ordinances and is responsible for all fines assessed by the City of Bloomington.

43. Tenant will report all water leaks to Landlord immediately as they become apparent. Water leaks may include, but not limited to, faucets, sinks, toilets, running toilets, tubs, dishwashers, washers, showers or roofs. Landlord shall not be liable or responsible for any damages resulting from such leaks or overflow's caused by Tenant's use.

44. Tenant will prevent water leaks by keeping shower curtains closed while bath tub or shower are in use; will avoid water on the floor; and will not flush sanitary tissue products, gum wrappers, trash of any kind, tissue, cigarette butts, paper towels or other such items. Toilet paper is the only item that should be put down toilets.

45. Tenant is responsible for keeping drainage lines free and clear of clogs and other damage. Tenant will keep garbage disposal, sinks, toilets, bathtubs, dishwashers and showers free from clogs.

46. Tenants are not allowed on roof or porch roof at any time. Any damages caused to roof/injury caused due to Tenant's use will be the responsibility of the Tenant. Any tenants caught on the roof will be issued a notice that they forfeit their entire security deposit.

47. Tenant will use masking tape, command strips, or tacks to hang items on walls of residence. Tenant will pay for the repair and repainting of any surface where nails, tacks, tape or other adhesive was used.

48. New individuals added as a Tenant on a lease already in effect shall assume all responsibilities imposed by the lease including provisions regarding rent owed and final condition of house upon move out.

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49. Move out time is 12pm noon on date the lease expires. \$100.00 penalty per hour will be assessed for any late move out.
50. All questions regarding security deposit return must be made in writing to Chickering Rentals, 214 N Rogers St, Bloomington, IN 47401.
51. Any repairs noticed by Tenants at move-in, shall be rectified by Landlord in a reasonable amount of time (within 30 days) from the beginning of lease date.
52. It is \$115 to repair any broken/damaged screens that are deemed tenant's responsibility.
53. Tenant is responsible for abiding by all City of Bloomington trash removal procedures. If tenants receive a fine from the city for trash violations an additional \$150 fine will be added by Chickering Rentals. A charge of \$115 shall apply for any missing/damaged trash totes.
54. It is tenant's responsibility to replace damaged/stolen porch swings.
55. If the house has a deck that needs to be cleaned due to tenant misuse, a powerwashing fee will be deducted from the security deposit.
56. Garages and basements must be completely empty upon move out.
57. Porch floors will be painted by Landlord at move in. A charge will apply if the porch cannot be cleaned and needs repainted at move out.
58. A late fee of \$100 will apply if the "Summer Rent" is received after August 1st.
59. All move in debris/trash/boxes etc that does not fit within the trash totes must be removed within 7 days of move in or Landlord will haul it away and a fee of \$125 will apply per incidence. Furthermore, once a week thereafter, maintenance will collect any scattered trash from the yard and a tenant charge of \$150/visit will apply.
60. Landlord does not allow the passing down of furniture from current tenants to future tenants. The residence must be clear of all appliances, furniture, patio furniture, etc upon move out. The furnished furniture (see attached list) may be left in the home at move out. If furniture is left a fee will be applied for removal.
61. ABANDONMENT: If the Resident abandons (as defined by Indiana law) the Premises, tenant appoints Chickering Rentals to take acquisition of the property once more. Meaning Chickering may, at its option, take possession of the property without such action being deemed an acceptance of Resident's abandonment or a surrender of this Lease. Resident will remain liable to pay the rent specified in this Lease and any costs of re-renting the Premises in addition to any remedies of Chickering at law or in equity. Resident agrees to notify Chickering if the Premises will be empty for more than twenty-one (21) days.

BE ADVISED OF THE FOLLOWING: This is a binding legal agreement and your signature legally obligates you to its terms and conditions immediately upon signing. All signatures are jointly and severally liable as Tenant for all rent, charges due under this lease, and damages that accrue during the term of the lease agreement.

Chickering Rentals

Date

Signature

Printed Name

Date

Signature

Printed Name

Date

Initials:

Signature

Printed Name

Date

Signature

Printed Name

Date

Signature

Printed Name

Date

Initials: