

APARTMENT LEASE AGREEMENT

LEASED PREMISES: \_\_\_\_\_, Muncie, IN

TERM OF LEASE: Beginning 6:00 pm \_\_\_\_\_ / \_\_\_\_\_ / 20

Ending 6:00 am \_\_\_\_\_ / \_\_\_\_\_ / 20

FULL TERM RENT: \$ \_\_\_\_\_

MONTHLY RENT INSTALLMENT: \$ \_\_\_\_\_

SECURITY DEPOSIT: \$ \_\_\_\_\_

DATE OF LEASE: \_\_\_\_\_ / \_\_\_\_\_ / 20

RESIDENT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNERS/MANAGERS: P.M.B. RENTALS, INC.  
PHONE: MIKE CELL # 765-744-5950

●●●THIS LEASE IS A LEGALLY BINDING AND ENFORCEABLE DOCUMENT, WHICH YOU SHOULD READ CAREFULLY BEFORE SIGNING .....

In consideration of the covenants hereinafter expressed, Resident and Owner enter this lease agreement ("LEASE") on the DATE OF LEASE shown above:

1. RENT: RESIDENT shall pay the FULL TERM RENT to OWNER, in advance monthly rent installments as stated above, on or before the first day of each month of the TERM. RESIDENTS are jointly and severally liable for payment of FULL TERM RENT. A late fee of (ten) \$10.00 per day will be charged for each day after the (first) 1st day of the month if any part of any monthly installment is unpaid by RESIDENT. The timely payment of each monthly installment, and of late fees, is made the essence of this lease. Each installment of rent accruing under the provisions of this LEASE, and each monetary obligation payable hereunder by RESIDENT, shall bear interest at the rate of 1% per month and 12.0% annual percentage rate, from its due date until it is paid in full. Acceptance of late rent, or forgiveness of late fees on one or more occasions, shall not act as a waiver of any OWNER'S right hereunder.
2. DEPOSIT AS SECURITY: RESIDENT, concurrently with the execution of this LEASE, has deposited with the OWNER the sum stated above ("SECURITY DEPOSIT"), the receipt of which is hereby acknowledged. OWNER shall retain the SECURITY DEPOSIT as security for faithful performance of the covenants, terms, rules and regulations of this LEASE. The SECURITY DEPOSIT is not an advance payment of, or on the account of, rent, and shall not bear interest. The SECURITY DEPOSIT shall be returned within a reasonable time after the LEASED PREMISES has been completely vacated. The RESIDENT must leave the OWNER a "current" forwarding address. This is a firm policy and will not be varied as it allows a period of time for any apparent or unseen damage to be discovered. Part or all of the SECURITY DEPOSIT may be withheld at that time to reimburse the OWNER for charges and or damages including but not limited to, the following: The carpet shall be cleaned at (.25) cents per square foot, (\$50) per resident painting charge, (\$15) per nail hole, (\$75) per each key lost, (\$95) per each oven and stove not clean, (\$95) per each refrigerator not clean and defrosted, (\$95) per each bathroom fixtures not clean, (\$35) per each bounced check returned, (\$95) per each load of rubbish and debris removal, (\$95) for general clean up, (\$50) per piece of furniture removed, (\$5) per battery, (\$5) per light bulb, (\$20) per blind damaged, (\$35) per smoke detector damaged, (\$75) per carbon monoxide detector damaged and any charges due under this LEASE including rent and utilities. The said SECURITY DEPOSIT is not to be considered prepaid rent, nor shall damages be limited to the amount of such SECURITY DEPOSIT.

3. BLANK

~~D~~ELIVERY OF POSSESSION: OWNER shall not be liable to RESIDENT for any injury or damage from failure to timely deliver possession of the LEASED PREMISES, other than to the extent of an abatement of rent from the date of the commencement of this LEASE to the date possession is delivered to RESIDENT on a pro-rata basis of the TERM RENT as herein set forth.

~~D~~AMAGE TO PREMISES: RESIDENT is and shall be responsible and liable for any injury or damage done to the LEASED PREMISES, common areas or any property of OWNER caused by RESIDENT, any occupant, or any other person whom RESIDENT permits to be in or about the LEASED PREMISES. RESIDENT is also responsible for and agrees to pay for any damage done by wind or rain caused by leaving windows open, and by overflow of water or stoppage of waste pipes. During the winter months RESIDENT agrees to retain sufficient heat to protect plumbing from freezing; and failing to do so agree to be responsible for damages arising therefrom. Damages must be repaired within (14) days by an OWNER approved contractor, or at the OWNERS option, the OWNER will select a contractor and have the bill paid by the RESIDENT.

~~S~~UBLEASE: RESIDENT shall not sublet the LEASED PREMISES or any part thereof, or vacate, transfer or assign this LEASE, nor shall RESIDENT offer or advertise all or any portion of the LEASED PREMISES for a sublease, without prior written permission from the OWNER.

~~P~~ROHIBITED PURPOSES: RESIDENT shall not conduct any business nor permit unlawful and immoral practice to be committed on the LEASED PREMISES. RESIDENT shall not permit the LEASED PREMISES to be used for any purpose which will injure the reputation of the building or which will disturb the occupants of the building or the inhabitants of the neighborhood. The RESIDENT shall not use the LEASED PREMISES for any purpose that will increase the insurance rate, nor permit criminal activity including, but not limited to, "illegal drug activity", which means the illegal manufacture, sale distribution, use, or possession. This LEASE does not create any duty of the OWNER to keep RESIDENT or any other person secure in person or property.

~~P~~ETS: RESIDENT "shall not" keep any pets on the LEASED PREMISES. If RESIDENT is found to have a pet on LEASED PREMISES there will be an additional \$300.00 amount charged plus damages, and pet shall be removed.

~~B~~**BROKEN GLASS:** RESIDENT shall pay the expense of replacing all glass broken and shall replace all keys lost or broken, and maintain the premises in such condition, order and repair as the same are in at the commencement of the TERM, reasonable wear and tear excepted. RESIDENT shall not attach any article of permanent character or sign containing writing or printing to any window, floor, ceiling, door or wall without the written consent of OWNER. RESIDENT shall, on the termination of this LEASE, surrender to OWNER the quiet and peaceable possession of the LEASED PREMISES.

~~R~~**RADIOS, TV, ETC.:** RESIDENT shall not permit radios, television sets, record players, stereo and hi-fi, or musical instruments on the LEASED PREMISES to disturb the neighborhood or occupants of the building containing the LEASED PREMISES at any time.

~~F~~**FALSE APPLICATION:** RESIDENT warrants that the information given OWNER in the application for this LEASE is true and, in the event that such information is false, OWNER may, at OWNER'S sole option, terminate this LEASE.

~~D~~**DAMAGE, DESTRUCTION OR CONDEMNATION:** In the event the LEASED PREMISES are totally destroyed by fire, rain, wind, or other cause beyond the control of OWNER or are condemned and ordered torn down by the properly constituted authorities of the state, county or city, then in either of these events this LEASE shall cease and terminate as of the date of such destruction. If the LEASED PREMISES are damaged by fire, rain, wind or other cause, beyond the control of OWNER, so as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let, and partially fit for the use or purpose for which the same are hereby let, and are repairable within a reasonable time, then this LEASE shall remain in full force and effect; but there shall be an abatement in rent in the proportion that the damaged portion of the LEASED PREMISES bear to the whole of said LEASED PREMISES. OWNER recommends the RESIDENT obtain renter's insurance coverage for any loss or liability, including flooding.

~~U~~**UTILITIES AND SERVICES:** The RESIDENT shall pay all utility bills and put said bills in their names within 5 days of the beginning of the LEASE period OR there will be a \$100.00 per bill per month amount charged. Where the building is equipped for the purposes, OWNER shall furnish to RESIDENT, only in the tubs, basins, pipes and faucets provided for such purpose, cold water during the term of this LEASE, except when prevented by strike, accident, or other cause beyond the control of OWNER, and except during the repairing of the apparatus provided in the building for the furnishing of such water. RESIDENT shall not remove or replace any utility saving devices provided by OWNER. RESIDENT agrees that the utilities and services furnished by the OWNER shall be used in a reasonable manner, and the abuse or use of any utilities and services furnished by the OWNER shall be, at the OWNER'S option, cause for termination of this LEASE. OWNER shall not be held liable for any injury or damage whatsoever which may arise or accrue from the absence of heat, air conditioning, electricity or hot or cold water, regardless of the cause of such failure, nor from any defect in the building or premises, nor from rain, wind, or other cause, all claims for such injury or damage being hereby expressly waived by RESIDENT.

~~I~~**INSPECTIONS AND REPAIRS:** OWNER in person or by agent, shall have the right at all reasonable times to enter t he LEASED PREMISES and inspect the same and to show the same to perspective tenants or purchasers. OWNER shall also have the right to advertise the same for LEASE, and may at any time remove placards, signs, fixtures, alterations, or additions not in conformity with this LEASE or with the rules and regulations now and hereafter adopted. OWNER may enter the LEASED PREMISES at all reasonable times to make such repairs and alterations as may be deemed by OWNER necessary to the preservation of the LEASED PREMISES or the building, but OWNER is not required to do any repairing upon the LEASED PREMISES unless so agreed in writing in the LEASE. If RESIDENT refuses OWNER reasonable access to the LEASED PREMISES or interferes with the same, RESIDENT shall pay, as liquidated damages for this violation, a sum equal to three months' rent.

~~S~~**STORAGE:** All personal property placed in the LEASED PREMISES, or in the store rooms, or in any other portion of said building, shall be at the risk of the RESIDENT, or the parties owningsame, and OWNER shall in no event be liable for the loss or damage to such property or for any act or negligence of any co-tenants or servants of tenants or occupants, or of any other person whomsoever in or about the building.

~~H~~**HOLD-OVER:** If RESIDENT shall remain or continue to be in possession of the LEASED PREMISES, or any part thereof, after the termination of this lease, RESIDENT shall pay OWNER, as liquidated damages for the time such possession is withheld, \$200.00 for the first day and \$100.00 for each day thereafter until possession of the entire LEASED PREMISES, is returned to OWNER; however, OWNER, in its sole discretion, may elect to treat such holding over as a renewal by RESIDENT of the LEASE for another year, upon the same terms and conditions, except that the rental shall be increased by 10% above the TERM RENT under this LEASE and remain in full force and effect for the renewal term.

~~A~~**ATTORNEY'S AND ADMINISTRATIVE FEES:** In the event of the employment of an attorney by OWNER because of violation by RESIDENT of any term or condition of the LEASE, RESIDENT shall pay the fee of OWNER'S attorney, and all court costs OWNER may incur. The decision to employ an attorney will be solely in the discretion of OWNER. Whether or not an attorney is employed, in the event OWNER initiates eviction or ejection proceedings against RESIDENT, RESIDENT shall pay to OWNER an administrative fee of \$200.00, in addition to any attorney fees and court costs. RESIDENT agrees that in event of default of payment, reasonable collection agency fees equal to fifty (50%) percent of the delinquent balance and reasonable attorney fees, shall be added to the amount due on the account, plus any applicable court costs.

~~N~~**NOTICES:** All notices and demands authorized or required to be given to RESIDENT hereunder may be served upon RESIDENT in person or by mail addressed to him at the LEASED PREMISES.

~~R~~**RULES:** OWNER has supplied RESIDENT with a written or printed set of rules, the receipt and reasonableness of which are expressly acknowl edged by RESIDENT. RESIDENT shall be bound by, and shall comply with, these rules as if they were included in the text of this LEASE. RESIDENT further agrees to the adoption by OWNER of reasonable amended rules during the term of this lease, which amended rules shall be delivered to RESIDENT in the manner described above for notices and which amended rules shall be binding upon RESIDENT upon delivery. OWNER shall have no liability, whatsoever, to RESIDENT, any member of RESIDENT'S family, or guest of RESIDENT for any violation of rules by any other resident or family member or guest thereof. RESIDENT receives no rights from these rules. If there is a playground, pool, parking or recreational area, OWNER may give RESIDENT and RESIDENT'S guests permission to use it. Such person does so at his or her own risk and upon express understanding and stipulation that the OWNER shall not be liable for any loss of property through theft, casualty or otherwise, or for any damage or injury whatsoever to person or property. RESIDENT will use the area at RESIDENT'S own risk and must pay all fees OWNER charges.

~~O~~**OCCUPANCY LIMITATION:** RESIDENT shall not permit persons other than those listed on the attached application to reside in the LEASED PREMISES. The RESIDENT shall not have any "permanent type" visitor or friend reside in the LEASED PREMISES. If RESIDENT is found to have other people residing in LEASED PREMISES, at OWNERS option, there will be an additional \$375.00 per person per month charge.

~~C~~**CONDITION OF PREMISES:** RESIDENT has examined the LEASED PREMISES, is satisfied with the physical condition, and RESIDENT'S taking possession is conclusive evidence of receipt of them in good order and repair, except as otherwise specified. RESIDENT acknowledges that no representation as to condition of repair has been made except as is contained in this LEASE and RESIDENT acknowledges that no promise to decorate, alter, repair, or improve the LEASED PREMISES has been made except such as contained in this LEASE. At the end of t he TERM, RESIDENT shall return the LEASED PREMISES to OWNER in the same good condition, reasonable wear and tear excepted.

~~R~~**REPAIRS AND REDECORATION:** Except for reasonable wear and tear, RESIDENT shall, at RESIDENT'S own expense, keep the LEASED 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 in a clean and sanitary condition. RESIDENT shall not make any alterations or additions to the LEASED PREMISES without written consent of OWNER. All alterations and additions shall remain as part of the premises unless t he OWNER shall otherwise elect. The RESIDENT shall maintain the LEASED PREMISES in a clean condition by weekly sweeping, dusting, disposing of trash and general cleaning. The RESIDENT shall keep walks, steps and parking areas clear and free of obstructions, including snow, ice, grass clippings and leaves. The RESIDENT assumes all cost of repairs due to misuse or negligence on their part. The RESIDENT assumes all cost of painting and carpet cleaning during lease or extended lease period. Damages must be repaired within (14) days by an OWNER approved contractor, or at the OWNERS option, the OWNER will select a contractor and have the bill paid by the RESIDENT. Initials\_\_\_\_\_

**SEVERABILITY:** The invalidity or illegality of any particular provision of this LEASE shall not affect the other provisions hereof but this LEASE shall be construed in all respects as if such invalid or illegal provisions were omitted, and the other provisions will remain in full force and effect.

25. **DEFAULT:** The occurrence of any of the following constitutes a default by RESIDENT of this LEASE:

- (a) Failure to pay rent and utilities as and when due;
- (b) Abandonment or apparent abandonment of the Leased Premises, unless RESIDENT has paid in full the rent for the entire term of this LEASE;
- (c) Failure to occupy the LEASED PREMISES within fifteen days of possession;
- (d) Failure to comply with the Rules referred to herein;
- (e) The filing, by or against RESIDENT, of a petition in bankruptcy.

In the event of default by RESIDENT, and without notice being given by OWNER to RESIDENT, the rent for the entire TERM shall immediately become due and, in addition, OWNER shall have the right, at its sole discretion, to reenter and take possession of the LEASED PREMISES, to clean and make repairs at RESIDENT'S expenses, and to relet all or any part of the LEASED PREMISES. OWNER shall be entitled to collect all reasonable costs of reentry, cleaning, repairs and reletting (including, but not limited to, advertising costs, brokerage fees, administrative costs and overhead) from RESIDENT. This LEASE shall not terminate, and RESIDENT'S obligations hereunder (including, but not limited to, the obligation to pay all rent due or to become due hereunder) will continue, unless OWNER, acting in its sole discretion, gives RESIDENT express written notice to the contrary. OWNER shall not be required to accept any tenant offered by RESIDENT, and shall have no duty to procure another tenant, or otherwise to mitigate OWNER'S damages, except in the ordinary course of business. It is expressly understood and agreed that the attached application for this lease signed by at least one RESIDENT is made a part of this lease and this LEASE is not binding until it has been countersigned by the OWNER.

**ABANDONMENT:** In the event RESIDENT shall abandon or vacate the LEASED PREMISES before the end of the term, the LEASED PREMISES, or any other part thereof, may be repossessed by the OWNER and relet upon terms satisfactory to it, and RESIDENT shall be liable for any deficiency resulting therefrom. RESIDENT'S liability for deficiency includes, but is not limited to; redecorating costs, repair costs, loss of rent for balance of term, and such other costs as may be RESIDENT'S responsibility in the event of default or breach hereunder. If OWNER is granted possession of RESIDENT'S premises by court order or otherwise comes into possession of same, and RESIDENT'S possessions are removed and placed in storage, RESIDENT agrees to pay all moving and storage costs. RESIDENT further agrees that any third-party who moves and/or stores RESIDENT'S possessions shall acquire a warehouseman's lien on those stored possessions, and if they are not timely reclaimed, the warehouseman may sell the subject possessions in payment of the storage costs, moving costs, and other related fees and costs. RESIDENT hereby expressly grants OWNER (and its agents) authority to create or grant a warehouseman's lien in such possessions.

**SUBORDINATION:** This LEASE and all rights of the RESIDENT hereunder are expressly understood and agreed to be subject and subordinate in all respects to the lien of any present or future mortgage which may be placed upon said apartment development by OWNER or assigns of OWNER, and to all and every of the rights thereby acquired by the holder of any such mortgage or mortgages.

28. Federal EPA Lead Base Paint disclosure is made part of this lease.

IN WITNESS WHEREOF, the parties hereby accept the written terms, conditions and covenants, rules and regulations, and hereunto set their signatures, the day and year first above written.

THIS IS BINDING LEGAL DOCUMENT -READ CAREFULLY BEFORE SIGNING

[illegible]

# RULES and REGULATIONS

1. Make sure MONTHLY RENT INSTALLMENT is mailed in to OWNER in time to arrive by the first of the month to avoid any late charges.
2. Make checks payable to "P.M.B. RENTALS, INC."
3. The sewage bill will remain in OWNERS name and RESIDENT will be billed every quarter.
4. Replace all expired light bulbs and broken glass at the expense of the RESIDENT.
5. The trash is picked up by city every week. It is RESIDENTS responsibility to keep area and yard clean of litter, trash, grass clippings and leaves. This is a city ordinance.
6. Absolutely no one is to be on roof to sun bathe or for any other reason. RESIDENT will be liable for damages and repairs, and a \$400 penalty will be charged.
7. A smoke detector is provided. We believe very strongly in them. However, it is your responsibility to test them several times per month and to keep them functional (including batteries) for your personal safety.
8. During cold weather and Christmas vacation please leave the "Heat On" and cabinet doors under sinks "Open".
9. If it really gets super cold "Zero" or below leave a "Little" stream of water run from the faucets and put a light under sinks with cabinets open.
10. RESIDENT will be assigned parking space. There is to be no parking or driving in yard. RESIDENT will be liable for damages and repairs, and a \$200 penalty will be charged. Any cars parked in yard will be towed at RESIDENT expense.
11. OWNER recommends the RESIDENT obtain "Renter's Insurance" coverage for any loss or liability, including flooding.
12. RESIDENT shall keep walks, steps and parking areas clear and free of obstructions, including snow, ice, grass clippings and leaves.
13. RESIDENT shall not build or move a "bar" onto the leased premises. \$200 penalty plus damages will be charged.
14. Do not put any furniture on the porches, yards, or roofs.
15. Install curtains or blinds on windows. No sheets, blankets, etc. allowed.
16. Use pins or small nails to hang items on the walls; not the "sticky stuff."
17. No "beer kegs" allowed on or in property. \$200.00 penalty will be charged.
18. No "Swimming Pools" or "Hot Tubs" allowed on premises. \$200 penalty plus damages will be charged.
19. No "Ping Pong Tables" or "Pool Tables" or "Game Tables" allowed on premises. \$200 penalty plus damages will be charged.
20. Do not dispose of grease or solid non-biodegradable waste through sink drains or toilets. All grease should be disposed of with refuse in the proper containers. Flushing of sanitary products (tampons, pads, etc.) or any other substance than human waste or toilet paper is forbidden. The Tenant(s) is responsible for all damage from failure to comply with these rules and regulations.
21. No "HOOKAH BOTTLES" allowed on premises. \$200.00 penalty plus damages will be charged.

**\*\*IF SIGN A NEW LEASE BY DEC. 1, WILL RECEIVE \$100 OFF FIRST MONTH'S RENT\*\***

3-4 BEDROOM HOUSE CLOSE TO THE VILLAGE AS IT GETS!!! Nice 3-4 Bedroom House, 2 Full Bathrooms, Living Room, Kitchen with Stove and Refrigerator, Washer and Dryer, Central Air Conditioning.

3-Ceiling Fans, Front Porch, New Windows, Siding, and Roof, 2 Blocks from The Village, Walk to Class and the Eating and Drinking Establishments, Off-Street Parking, Sony No Pets Allowed.

\$365 / PERSON FOR 4 PEOPLE **-OR-** \$395 / PERSON FOR 3 PEOPLE Rent plus utilities.

Appliances included, 1 yr. lease, Sorry no pets, Off street parking, Yard care included, On call maintenance man, 40+yrs. BSU rental experience, UALA & RPA MEMBER!

MI KE BRISTOW

765-744-5950 CELL

[PMBrentals@gmail.com](mailto:PMBrentals@gmail.com)