

REAL ESTATE LEASE AGREEMENT

THIS LEASE AGREEMENT is made this _____ day of _____, _____, by and between Kunga G. Norbu, Owner and Lessor, ("I" and "Me") and _____ as Lessee, ("you" and "your").

I hereby lease to you for a private residence the premises located at _____ in Monroe County, Bloomington, Indiana on the following terms and conditions:

(1) Term of the Lease. The term of this lease begins on _____ and ends _____. Moveout must be completed by noon of the final day of the lease, and move in will be done no sooner than 2:00 PM on the first day of the lease.

(2) Rent. You agree to pay us the sum of _____ Dollars (\$ _____), in cash or check, as rent. All payments (**one full check for the entire amount**) are due thirty (30) days in advance and payable to Kunga Norbu. The payments of rents are as follows:

(a) for the first month \$ _____ is due on or before _____. *(b) for the last month \$ _____ is due on or before _____.

(c) for all other months, \$ _____ is due on or before the first (1st) day of each month.

*Last month's rent is to be paid in addition to the security deposit at the signing of the lease.

(3) Late fee. You agree to make all payments on the due date. If your rent is not paid within three (3) days of the due date, \$10.00 shall be added for each day of delinquency beyond that three- (3) day period. A bad check is non-payment, and we shall impose the late fee in the same manner as in the case of nonpayment. In addition, we shall charge an additional **Twenty Dollars** (\$20) service charge for any checks written which are returned from the bank for any reason. Cash or money orders only will be accepted after one check has been returned.

(4) Security and Damage Deposit. You have deposited with me the sum of _____ Dollars (\$ _____) as a security deposit for the performance of each and every provision of this lease. **You may NOT deduct any rent payments from the security deposit.** You authorize me to deduct from your security deposit the following charges, if applicable:

- (a) Any payments or parts thereof required by the terms of this lease which are not paid;
- (b) Unpaid late charges or service charges as provided for in this lease;
- (c) Any attorney's fees we incur by your breach of any provision or provisions of this lease, or by defending any lawsuit in which we are determined to be not in breach;
- (d) Any court costs we incur by enforcement of the terms and provisions of the lease;
- (e) The cost of any repairs, replacements, redecorating, and/or refurbishing of the premises or any fixtures, systems or appliances caused by other than normal wear and tear; and any unpaid utility bills as of your move-out date;
- (f) Costs and expenses incurred by us as a result of your breach of any provisions of this lease;
- (g) A reasonable cleaning expense provided you do not leave the premises in a clean and rentable condition at the time you vacate;
- (h) The cost of professionally cleaning the carpet at the end of the lease term;
- (i) The cost of pest control treatment of premises due to tenant's action;
- (j) Cost of packing and moving and storage charges for removal of personal property;
- (k) A \$25 fee for re-inspection if all items are not completed satisfactorily on your move out inspection;
- (l) The full security deposit will be forfeited if parties fail to consummate this lease agreement and do not rent the unit.

If you fully perform your obligations under this lease, the deposit shall be returned to you without interest at the termination of the lease, as soon as it is reasonable. In no event am I obligated to return the deposit prior to forty-five (45) days after the elapsed premises are completely vacated and I have received receipts showing the final utility payments which you are obligated to pay under Item 6 have been made. This section shall not limit my right to recover amounts from you in excess of the amount of the security deposit.

(5) Condition of Premises and Inspection. You have examined the premises, including appliances, furnishings, and adjacent areas before signing of this lease, and you are satisfied with the condition of the premises. YOUR TAKING POSSESSION SHALL BE CONCLUSIVE EVIDENCE THAT THE PREMISES ARE HABITABLE AND IN GOOD ORDER AND REPAIR, EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT. On or before the _____ day of _____, _____, I will inspect the premises and complete an inventory and damage list describing the condition of the property. This list shall be signed by all parties to the lease, marked Exhibit "B" and attached to this lease. Both of us shall keep a copy of the list, and this list shall be deemed a part of this lease. At the termination of the lease, I again shall inspect the premises. Any damage to the premises shall be noted on the inventory and damage list, and all parties to the lease shall sign the list. The cost of any repair to the premises as a result of damage to the premises during the term of this lease other than normal wear and tear shall be your responsibility.

(6) Utilities. You agree to pay the following utilities: Water Gas Electricity You will place the utilities in your name on or before the _____ day of _____, _____. You understand that phone wiring and service and cable TV are not furnished as a part of this lease, and they are your responsibility and shall be obtained at your expense.

(7) Assignment and Subletting. You agree that the leased premises shall not be occupied by any person(s) other than the following, who are the only person(s) considered tenants under this lease: _____.

You shall not sublet the leased premises or assign this lease, or permit any transfer of your interest in the leased premises by operation of law without first obtaining our prior written consent; provided, however, that I will not unreasonably withhold our consent. Upon said subletting or assignment, you shall not be released from all payments due as provided in this lease. Your deposit shall be retained until the end of the lease term; however, I shall obtain an additional security deposit from the sublessee and shall exhaust the sublessee's deposit before making a claim against your original deposit. The proposed sub-tenant shall complete an application for lease and submit a Twenty-five Dollar (\$25.00) fee for subleasing. This application and fee must be paid before any sublease application is processed.

(8) 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 agree to notify us immediately of any damage or need for repairs. 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 by the curb on the appropriate day of the week, with city trash pick up tags, which will be purchased at your expense. I will keep the furnace, air conditioning, plumbing and electrical system in good repair and functional. I shall also keep the roof repaired and functional. At the termination of the lease for any reason you agree to return the premises to me in the same condition as you received it, except as altered or repaired by me. You agree to pay for any loss or damage by fire, water or other causes due to the negligence of you, your family, guests, employees, or other person whom you permit to be in or around the premises. If you are leasing a single family residence, you agree to be responsible for proper upkeep of the outside area, including the yard, and timely removal of ice and snow from walkways and the sidewalks surrounding the property. You cannot make repairs, changes, additional alterations or improvements without first obtaining our written consent or our written order detailing the terms of payment for changes.

(9) Access. I reserve the right to show other tenants or prospective purchasers the leased premises, provided, however, I will give you reasonable notice (24hr) before showing the leased premises and I will make said showings so as not to intrude into your private or personal affairs. I have the right to display a "For Sale" or "For Rent" sign in such places on the premises as we feel advisable. In addition, I shall have the right to enter the premises during all reasonable hours for the purposes of inspecting the premises and making repairs or alterations.

(10) Legal Expenses. If you or we are required to incur legal expenses as a result of the other's breach of this lease, the party breaching the lease will be required to pay all costs, expenses, and attorneys' fees incurred by the other. In the event of a court suit, you agree to pay a minimum fee of \$100 to cover costs of the suit whether an attorney is used or not.

(11) Pets. No pets or animals of any kind are permitted on or around the leased premises under the terms of this lease. IF PETS ARE FOUND, REGARDLESS OF WHETHER THEY BELONG TO YOU OR SOMEBODY ELSE, THIS WILL AUTOMATICALLY CONSTITUTE A BREACH OF THIS LEASE AND YOU WILL BE GIVEN IMMEDIATE NOTICE TO VACATE AND FORFEIT YOUR SECURITY DEPOSIT. YOU WILL BE RESPONSIBLE FOR THE RENT UNTIL THE UNIT IS RERENTED TO A QUALIFIED TENANT(S). ANY ADVERTISING OR OTHER PROMOTIONAL COSTS INCURRED IN SECURING A NEW TENANT WILL BE YOUR RESPONSIBILITY. ADDITIONALLY, YOU WILL BE FINED \$25 PER DAY UNTIL THE PET HAS BEEN REMOVED.

(12) False Application. You warrant that the information given by you in the Application for Lease is true. If any

information is false, I may terminate this lease immediately and exercise our remedies under Paragraph (14) of this lease. The application for lease by this reference is made a part of this lease agreement.

(13) Use of the Premises. You shall not use the leased premises for boarding or lodging of persons not a party to the lease. The premises may not be used to give instruction in music or vocal or physical training, nor neither for any trade, business or entertainment, nor for any purpose that will increase the rate of insurance. You shall not commit or permit any unlawful practice or act that will injure the reputation of the premises, the building or neighborhood. You agree not to cause or permit any disturbance, noise or other annoyance detrimental to the reasonable comfort of the neighborhood.

(14) Personal Property and Insurance. You understand and agree that the insurance coverage 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. I AM NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS TO YOUR PERSONAL PROPERTY.** If the lease is terminated because you breach the lease or if you move out and fail to remove any of your personal property, then that property shall be deemed abandoned. I shall not be responsible for any action taken with respect to such abandoned property. You expressly release me of and from any and all claims and liability for damages or loss to property left by you on the premises on vacating, abandoning or termination of this lease, which you might or may have against me. You also agree to hold and save me harmless of and from any and all claims with respect thereto.

(15) Our Remedies Upon Your Default. If you fail to pay when due any amount required under this lease, or if you breach any other provision of this lease, you shall be in default. I shall have the right to cancel and terminate this lease. If I terminate this lease, you shall surrender possession of the leased premises and all furnishings in the case of a furnished house or apartment within ten (10) days after notice of termination is delivered to the premises. If I terminate this lease, your liability for damages shall survive such termination. This liability includes the amount that would have been paid for the remaining term together with the costs and expenses of the premises while vacant, the cost of reletting the premises, lost rent, court costs, and attorneys' fees. I may exercise any and all remedies available to us under this lease or under the law. Delay or failure of me to take any action will not prevent me from doing so later.

It is expressly agreed by the parties that if this lease agreement is terminated prior to the term specified herein, or prior to the end of any subsequent term agreed to by the parties, whether such termination is (1) by reason of the eviction of lessee by lessor, (2) by cancellation of the lease by any other legal proceedings, (3) by abandonment of the leased premises by the tenant, (4) by lessee's forfeiture of the term for a breach of any material covenant herein, or (5) for any other reason, then such termination shall not relieve lessee of liability for any amounts owed under this lease, including but not limited to rent, for the remainder of the term therein. Specifically, lessee shall be liable for all accrued rent and other amounts owed prior to any termination, which rent and other amounts would have accrued during the remaining term of the lease agreement. In the event of said termination, lessor shall take reasonable steps to relet the premises to other persons. Upon such reletting, lessee herein shall be liable for rent only to the extent that the rent reserved in the lease herein for the unexpired term of the lease exceeds the actual rent procured by the subsequent reletting.

If you do not vacate the premises upon the expiration of this lease, you may be, at our option, a week-to-week tenant at the rate of \$_____ per week, payable immediately upon your failure to vacate. You shall owe me for a full week, even if you hold over for only one day. This is not a waiver of any of my rights and does not create an extension of the lease term.

(16) Liability for Injury of Damage to Persons or Property. You agree to be responsible for any claims made against me and/or my agents for injury of persons or damage to property made by any third party arising directly or indirectly from your negligence. You further agree to hold our agents or me harmless from any such claims, including but not limited to attorney's fees and expenses. I agree to be responsible for any claims made against me and/or you for injury to persons or damage to property made by any third party arising directly or indirectly out of my negligence. I further agree to hold you harmless from any such claims, including but not limited to attorney's fees and expenses.

(17) Winterizing. You agree to take winterizing precautions during extremely cold weather, to prevent freezing as recommended by me or by the City of Bloomington utilities Department. This includes maintaining a reasonable room temperature, opening doors under sinks or lavatories where the plumbing might be exposed to outer walls, and running water from the 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.

(18) Name of Your Nearest Adult Relative: _____

Address: _____

Relationship: _____ Phone Number: _____

(19) If you plan to renew your lease next year, you must give me notice of your interest to do so no later than _____. I may or may not agree to renew your lease, my sole option.

(20) Prohibition of Certain Items on Premises. No water beds are to be permitted on the premises, or any other article or conduct that will in any way damage the interior or exterior of the premises or be hazardous to life or property, such as combustible materials.

(21) Locks & Keys. I shall provide a lock for your exterior doors, which is considered safe by our industry. So as not to restrict my ability to provide you with maintenance and emergency service, you agree that no additional locks shall be placed upon any doors of the premises, nor shall locks be changed without my prior written permission. Upon termination of this lease, you shall return to me ALL keys to the premises. Any keys not returned to me will be charged to you at the rate of Ten Dollars (\$10) per key. Fifteen dollars (\$15) will be charged in advance for lock out assistance.

(22) Fire Hazards. You do not have to pay rent if the premises become uninhabitable by reason of fire, wind, rain or other cause beyond your reasonable control, and totally not caused by negligence of you or your agents. When the premises have been restored to a habitable condition, your rental payment will resume. I do not have to rebuild or restore the premises. If I exercise my option not to restore the premises, this lease shall terminate. If the leased premises are injured or damaged by fire, rain, wind or other cause, beyond your control, so as to render the same partially unit for the use or purpose for which the same are hereby let, but are repairable within a reasonable time, then this lease shall remain in full force and effect; provided, however, that the rent shall abate during the repair period, in the proportion that the damaged portion of the leased premises bears to the whole of said leased premises.

(23) Warranty of Quiet Enjoyment. As long as you abide by the terms of this lease, you shall have the right of quiet enjoyment to the leased premises during the lease term.

(24) Severability. Should any part of this lease be declared invalid by a court of competent jurisdiction or by statute, the remaining parts shall not be affected.

(25) Joint and Several Liability. Each person signing the lease as Lessee agrees to be jointly and severally liable to the Lessor for any breach of this lease, which means that each of you who sign this agreement, may be held individually responsible for the entire amount due under this lease, any breach of this lease, and for the acts and omissions of the other Lessees signing the lease. "You" and "Your" refers to each person signing this lease as Lessee and may be enforced against "you" individually.

(26) Representations and Applications. I tender this lease to you on the basis of the representations contained in the application which is made part of this lease, and in the event the representations contained in the applications shall be found to be misleading, incorrect or untrue, I shall have the right to cancel this lease and to reposes the leased premises.
NO ORAL STATEMENTS MADE BY MY EMPLOYEES OR

AGENTS SHALL BE BINDING UPON US UNLESS REDUCED TO WRITING. You shall make all communications, which affect lease terms, in writing.

(27) Rules and Regulations. EXHIBIT "A" RULES AND REGULATIONS ARE INCORPORATED INTO THIS LEASE IN ITS ENTIRETY AND ARE BINDING UPON PARTIES. I HAVE THE RIGHT TO MAKE CHANGES IN THE RULES AND REGULATIONS DURING THE LEASE TERM; PROVIDED, HOWEVER, THAT I WILL GIVE YOU PRIOR NOTICE OF ANY CHANGES. Violation of any of the rules is considered default in this lease. If you continue to be in violation of any of the rules in Exhibit "A", you will be asked to vacate the premises.

(28) Occupancy of Premises. If I am unable to give possession on the date specified for the start of this lease, you may, at any time within ten (10) days after such specified date, notify me of your intention to terminate this lease, such notice to be given in writing, to Kunga Norbu, Post Office Box 3251, Bloomington, IN 47402, and signed by you. Upon receipt of this notice, this lease and all rights and obligations shall cease, and you shall be entitled to receipt back from me all sums of money paid under this lease.

If you do not give this notice, your obligation shall continue and you shall take possession of the premises as soon as I offer the premises to you. You shall not owe any rent to me until you occupy the premises. No failure of me to give possession on the date promised shall extend, or be deemed to extend, the term of this lease, nor shall I be subject to any liability for failure to give possession on that date.

(29) Entire Agreement. This agreement constitutes the entire agreement between the parties.

(30) Requirements to be Met Prior to Occupancy. You shall complete and have proof of completion of the requirements set forth on Exhibit "B", attached hereto and made a part of hereof before possession of the premises shall be transferred to you.

(31) General Agreement of the Parties. This lease is binding on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or neuter, and vice versa. The paragraph headings are for convenience of reference only.

(32) No Early Surrender. You expressly agree that you will not surrender your premises or vacate it prior to the expiration of this lease without first having obtained my written consent. This paragraph will not affect the previous paragraph Item (7) on subletting.

(33) Lead-based Paint Hazards. Landlord has no knowledge or lead-based paint hazards. Landlord has no reports or records pertaining to lead-based paint hazards in the home. Tenant holds landlord harmless from lead-based paint hazards.

(34) Miscellaneous. The tenant agrees upon moving out to follow all instructions for cleaning and leaving the leased premises. Tenant will be required to replace all burned out light bulbs and the smoke detector battery. Tenant agrees to not place any drain cleaners in pipes nor flush non-disposable items down the toilet. Expenses associated with repairing pipes or cleaning toilets and sewers resulting from this action will be charged to the tenant.

(35) Further Conditions: 1-Snow removal responsibility of tenants. 2-Landlord to maintain lawn during applicable months. 3-Any sewer blockage caused by tenants, tenants shall incur cost of repair 4-No smoking is allowed in the house. If found to be smoked in tenant's shall incur cost of interior being repainted.

MONEY AND DOCUMENTS DUE BEFORE POSSESSION OF PREMISES IS TAKEN:

1. Security Deposit of _____ Dollars (\$_____)

2. Last Month's Rent of _____ N/A _____ Dollars (\$_____)

LESSOR: LESSEE:

By: Kunga Norbu I HAVE READ THE ENTIRE LEASE BEFORE SIGNING

Authorized Agent Tenant

Date Social Security Number

_____	Tenant
_____	Social Security Number
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