

SUMMARY OF LEASE AGREEMENT

LEASE OVERVIEW

Date Lease Signed:

Address of Leased Premises:

Maximum Occupancy:

Lease Term:

UTILITIES

Electric:

Cable:

Gas:

Internet:

Water/Sewer: Landlord

Phone:

Trash:

Parking:

Cleaning:

HOA Fees: Landlord

SUMMARY OF CHARGES

Security Deposit:

Monthly Installment:

Total Rent for Term of Lease:

NOTES

The Lease governs any discrepancies between this summary and the Lease. This summary is compiled for the Resident's convenience.

LEASE AGREEMENT

Lease Start Date:

Lease End Date:

Security Deposit:

Monthly Installment:

Total Rent for Term of Lease:

Landlord's Representative:

1. DISCLOSURE. The Premises are part of Lockerbie Court Condominiums (the "Building"), which is managed by The Lockerbie Court Homeowners' Association, Inc. ("Lockerbie") and its Board of Directors ("Board"), and subject to the Declaration of Condominium of Lockerbie Court Condominiums ("Declaration") and the Bylaws of Lockerbie Court Homeowners' Association, Inc. ("Bylaw"), as may be amended from time to time (collectively, the "Governing Documents").

Landlord has performed a background check of Residents. Resident represents and Landlord represents that the background check conducted confirms that Resident has never been convicted of any of the following crimes: burglary, residential entry, dealing drugs, forgery, criminal trespass, stalking, invasion of privacy, battery, any violent offense, any sexual offense, any offense against a child, or robbery. Resident further represents and Landlord represents that the background check conducted confirms that Resident has not been convicted of a felony within the last seven (7) years.

This Lease is not valid unless it complies with the Governing Documents and is approved by the Board. Any subsequent amendments or modifications of the Lease must be approved in writing by the Board. Landlord shall provide a copy of the fully-executed Lease to the Board.

Resident shall comply with the Governing Documents and any adopted Rules and Regulations of the Board. Failure to comply with the provisions of the Governing Documents constitutes a default under the Lease. The Board shall have the power to terminate the Lease and/or to bring summary proceedings to evict Resident in the name of the Landlord after thirty (30) days prior written notice to Landlord, in the event of a default by the Resident in the performance of the Lease. Landlord shall be responsible for all reasonable attorney fees and costs incurred by the Board in any such legal proceedings.

2. PARTIES: This Lease is made this MM/DD/YYYY between _____ ("Landlord") and:

Name

Email Address

("Resident"). Persons living in the Premises for more than three (3) consecutive days must sign this Lease as Residents. **Residents are jointly and severally liable** for all terms of this Lease.

3. **ADDRESS OF PROPERTY:** Landlord rents the following property ("Premises") to Resident for the term of this Lease: **500 N. Walnut Street, # _____, Bloomington, IN.**

4. **LEASE TERM:** The term of this Lease begins at the time of the move-in inspection on MM/DD/YYYY and ends at 12:00 p.m. (noon) on MM/DD/YYYY. If the Lease term is less than six(6) months, this Lease is not valid.

NO option to renew this Lease is provided by this document. A separate agreement must be reached in order to renew or extend this lease.

5. **RENTS:** The rent for the term of this Lease is **ZERO DOLLARS AND NO CENTS (\$0.00)**, plus all other fees and charges incurred by Resident under the terms of the Lease Agreement payable as follows: _____ . Residents are jointly/severally liable for the total rent obligation of this Lease. Holdover tenancy constitutes a breach of this lease. Resident must remove all personal belongings from the Premises before Resident is considered to have vacated the Premises. In the event Resident remains in the Premises after the expiration of the term or any renewal thereof without having executed a new written lease, such holding over will not constitute a renewal or extension of this Lease. Failure to vacate the Premises by the expiration of the lease term will result in a holdover charge of \$300 per day, in addition to consequential damages and expenses caused by the holdover, such as hotel and moving expenses of future tenants, the increased cost of turnover work and could include the entire next term's rental income (and other damages) if such holdover caused a breach of contract of the future tenant's lease.

6. **SECURITY DEPOSIT:** Resident will pay a Security Deposit at the Lease signing which Landlord will hold until the Lease is terminated. RESIDENT MAY NOT APPLY THE SECURITY DEPOSIT TO RENT PAYMENTS.

The balance of the Security Deposit remaining after deduction of applicable charges will be returned to Resident as provided by Indiana law (currently post-marked within 45 days if Resident provides a forwarding address) after the end of this Lease. If the Security Deposit is inadequate to cover the deductions, Resident is obligated to pay Landlord the amount by which the charges exceed the deposit. Resident waives any claims for return of the balance of the Security Deposit if Resident does not raise those claims within six (6) months after receipt of Security Deposit or itemized list of damages. Depositing Security Deposit balance check constitutes acceptance of amount of Security Deposit balance returned and Resident waives any claims for return of the balance of the Security Deposit if Resident deposits Security Deposit check. If Resident fails to deposit check within one (1) year of the date of issuance, Resident waives any claims for the refunded amount of the Security Deposit check.

Resident and Landlord agree that if this Lease is renewed or extended that the Security Deposit will not be returned until the appropriate time following the expiration of such renewal or extension, unless an additional Security Deposit for the renewal or extension has been paid by Resident to Landlord.

The Security Deposit and/or itemized list of damages will be returned to: _____, as the Residents' designated agent to receive the Security Deposit and/or itemized list of damages, at the permanent address specified with Resident's signature below, or at _____

unless Landlord is notified in writing of a different address. Payment of the Security Deposit to any Resident or their designee hereunder shall serve to satisfy Landlord's obligation to return the Security Deposit, and notice to one Resident of application of the Security Deposit to damages along with an itemized list of damages shall serve as notice to all Residents of this Lease.

7. DELINQUENT RENT PAYMENTS, LATE FEES, BAD CHECKS: Time is of the essence of this Lease. Landlord's ability to provide service to Resident rests in large part on receiving monthly rental income promptly. **If Resident's monthly rent installment is not received on or before the close of business on the date due, the following late fees will be imposed:**

A returned check is considered nonpayment of rent. Partial payment of rent is considered non-payment of rent. A returned check must be replaced with a cashier's check or money order. Landlord reserves the right to require a different form of payment after a check has been returned. There will be a Thirty Dollar (\$30.00) charge for a returned check in addition to the late fees. If Resident's check is returned unpaid and remains unpaid after due notice, Resident may be liable to Landlord for three (3) times the amount of the unpaid check and reasonable attorneys' fees (as provided by Indiana law). Charges for fees or fines to Resident's account balance are due and payable within 30 (thirty) days of the charge. Any charges not paid within 30 days will be subject to late fees. All payments made by Resident shall be applied to the outstanding charges (including charges for rental installments, utilities, parking, late fees, and/or any other charges assessed under the terms of this Lease) according to the date of accrual, with the oldest outstanding charges paid first.

8. LANDLORD'S REMEDIES UPON RESIDENT'S DEFAULT: If Resident fails to pay any amount required under this Lease when due, or if Resident breaches any other provision of this Lease, then Resident will be in Default. Default of this lease is a default of all leases that Resident has with Landlord. Default will be deemed to be anticipatory repudiation of any leases not yet commenced.

(a) Suspension of Telephone, Television or Internet service(s) provided by Landlord. If Resident is in Default, Landlord may immediately suspend telephone, television or Internet service per their discretion until payment is received in full.

(b) Notice to Quit. Landlord shall not be required to send Resident a Notice to Quit the Premises prior to instituting eviction proceedings upon Resident's Default.

(c) Repossession or Eviction. If Resident is in Default, Landlord may immediately institute eviction proceedings and/or take possession of the Premises. Landlord will take appropriate steps to re-rent the Premises as soon as practicable in an effort to mitigate damages. If eviction proceedings are filed, Landlord will charge an additional fee to Resident in the amount of the court filing fees, in addition to all other amounts owed by Resident.

(d) Resident's Continued Liability for Damages. If Landlord obtains possession of the Premises after Default, the Resident's liability for damages under this Lease will survive. This liability includes the amount of rent that would have been paid for the remainder of the Lease term, together late fees, utilities and expenses of the Premises while vacant, the cost of re-renting the Premises, court costs, and reasonable attorneys' fees, less sums Landlord receives by re-renting the apartment. These amounts are immediately due and payable.

9. UTILITIES: Resident is responsible for and will pay all charges for utilities and maintenance charges as listed below, unless otherwise specified in writing.

Electric:

Cable:

Gas:

Internet:

Water/Sewer:	Included/Landlord	Phone:
Trash:	Included/Landlord	Parking:
Routine Cleaning:		HOA Fees: Included/Landlord

Resident is to pay utility bills on a monthly basis. Bills remaining unpaid for thirty (30) days or longer will accrue late fees as described in Paragraph 7. **Resident must obtain utility accounts in Resident's name at least three (3) days prior to the move-in inspection. Failure may result in an administrative charge, as specified in the current Rules & Regulations, for Landlord's efforts in forwarding and processing the bills. Resident remains responsible for the cost of the utilities, even if not placed in Resident's name. Utilities (except telephone, cable TV and satellite TV services) must remain on for the term of the lease, i.e.: through the last day.** Resident will be responsible for any disconnection or re-connection fees caused by Resident's request or default. Landlord will charge these fees to Resident. Landlord will not be liable for failure to furnish those utilities that are its responsibility to provide unless Resident has provided prompt, written notice to Landlord of the failure. Resident will use all utilities in a reasonable manner related to a residential use and failure to do so will result in additional rent charges or Lease termination. Resident will maintain the Premises temperature at or above sixty degrees Fahrenheit (60°F) to prevent frozen water pipes. Failure to maintain the appropriate minimum temperature within the Premises is a breach of this Lease and will result in a one-hour maintenance charge per occurrence, in addition to the other remedies available under the Lease. Resident is responsible for any damages caused by failure to maintain the appropriate temperature.

10. USE OF PROPERTY: Resident will personally use and occupy the Premises solely as a private dwelling for those people indicated on this Lease. Resident will not use the Premises and/or common areas of the Building for any commercial purpose. The number of occupants of the Premises will not exceed the number of Residents signing this Lease. The failure of any person occupying the Premises to sign this Lease is deemed a breach of the Lease by those who have signed.

Resident shall not use the rooftop area or exercise room.

The Premises will be used in such a manner as to comply with all local, state and federal laws, regulations and ordinances, as well as the Governing Documents. Resident agrees not to use the Premises or Building or permit the Premises or Building to be used for any disorderly or unlawful purpose or in any manner offensive to any other occupant of the Building or to any neighbors. It is agreed that Resident's perpetration of a sex crime or felony during the term of this lease, even if unrelated to the Premises, constitutes a breach of this lease.

Motorized vehicles of any kind are not permitted in the Premises and/or Building and common areas except in designated parking areas. Resident may not possess or store combustible fuels, firecrackers, firearms or deadly weapons at the Premises and/or Building or common areas. Bicycles, in-line skates, scooters, and skateboards may not be ridden in the Premises and/or Building or common areas. Fresh (cut or balled root) Christmas Trees and water beds are not permitted in the Premises Resident shall defend, indemnify and save harmless Landlord and Lockerbie from and against any claim, liability or judgment, including attorney fees and defense costs for any loss arising out of the storage or use of any such unwanted items on the Premises or in the Building.

11. ALTERATIONS AND MAINTENANCE OF PREMISES: Resident will not cause or permit any alterations to the Premises without first obtaining the written consent of Landlord. All **approved**

alterations will be made in accordance with applicable laws and the Governing Documents and will become Landlord's property. Resident may use only small finishing nails in the walls of the Premises for hanging pictures or posters. Resident will use reasonable care in hanging pictures or posters. Resident may not drive or attach spikes, hooks, screws, bolts, stick-on hooks, or the like to woodwork, walls or ceilings to hang curtain rods, drapery fixtures, mirrors, television shelves or for any other purpose. Only Landlord may make these installations. Tape is expressly prohibited. Resident will be charged for damage due to violations of this provision. Landlord or, as required by the Governing Documents, Lockerbie, will maintain the following in the same condition as at the commencement of this Lease:

- (a) The exterior and structural walls (excluding siding, doors and glass), structural floors (excluding floor coverings), foundations, roofs, gutters, and exterior down spouts of the Premises.
- (b) Areas appurtenant (if any) to the Premises including, without limitations, lobbies, driveways, parking areas, and canopies.
- (c) Water, sewage, gas and electrical lines from the public mains up to the point of entry to the Premises.

Resident will maintain the Premises in the same condition as received. Resident is specifically instructed not to improperly dispose solid matter in garbage disposals, drains, or toilets that clogs the pipes. This includes feminine hygiene products. Resident will be responsible for **plumbing charges for clogs as specified in the current Rules & Regulations**.

Resident must notify Landlord immediately of water leaks, damage, any defect or uninhabitable condition. Emergency notices for heat, water, electricity, and life threatening situations after office hours should be given by calling numbers posted by Landlord. Landlord will schedule appropriate repairs upon receiving notice. Resident may not order an outside service or repair without Landlord's prior approval. Any expense borne by Resident, unless authorized by Landlord in writing, will be paid by Resident.

12. DAMAGES TO PREMISES OR BUILDING: Damage caused by Resident, Resident's invitees, or other persons on or near the Premises or to the Building as a result of Resident's occupancy shall be repaired by Landlord or, as applicable, Lockerbie, at Resident's expense. Resident will pay for repairs within ten (10) days of receiving notice of the charge for repairs. Residents are also responsible for any consequential damages caused by their action or the actions of their guests, such as damages which prevent other residents in the Building from occupying the premises or damages which prevent future residents from occupying the premises. For example, if damages are so extensive that Landlord is unable to repair the premises before the commencement of the next resident's lease, Resident will be responsible for damages as if Resident had held over, including \$300 per day plus other consequential damages.

13. LANDLORD'S AND LOCKERBIE'S NONLIABILITY: Neither Landlord nor Lockerbie will be liable for damages to person or property sustained by the Resident, Resident's invitees, or other persons while on or about the Premises, buildings or grounds as a result of Resident's occupancy. Neither Landlord nor Lockerbie will be liable for losses or theft of Resident's property in the Premises, storage areas, common areas or parking areas. Landlord is not aware of any lead paint on the Premises.

14. ABANDONMENT: If the Resident abandons (as defined by Indiana law) the Premises, Resident appoints Landlord and Landlord's Representative as Resident's agent to re-rent the Premises. Landlord may, at its option, take possession of the Premises and re-rent same 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

Landlord at law or in equity. Resident agrees to notify Landlord if the Premises will be empty for more than twenty-one (21) days.

15. SUBLEASING AND ASSIGNING: Resident shall not sublet nor assign the Premises without the prior written consent of Landlord and Lockerbie. Subtenant must qualify through Landlord's normal application screening process, including credit, criminal and background checks. Resident will use Landlord's forms if provided by Landlord. All Residents and Subtenant must sign the sublease agreement, which must be approved by Lockerbie. If Subtenant does not qualify through Landlord's application process, Landlord reserves the right to exercise all available remedies, including eviction. Sublet fees are specified in the current Rules & Regulations. Landlord will hold the Security Deposit of the Resident until the end of the Lease. Resident will remain fully liable to perform all of the terms and provisions of this Lease.

16. ANIMALS: ABSOLUTELY NO ANIMALS, BIRDS, REPTILES, FISH OR PETS OF ANY KIND WILL BE PERMITTED IN THE PREMISES, EVEN TEMPORARILY, UNLESS SPECIFIC WRITTEN APPROVAL IS GIVEN BY LANDLORD AND LOCKERBIE. Violation of this clause is a breach of the Lease and will result in additional charges as specified in the current Rules & Regulations, removal of the animal and other available remedies up to and including eviction.

17. MAXIMUM NUMBER OF GUESTS: The maximum number of guests on the Premises, including all common areas, shall never exceed five (5) persons. Violation of this clause is a breach of the Lease and will result in additional charges as specified in the current Rules & Regulations and other available remedies up to and including eviction.

18. SMOKING: This is a non-smoking property. No smoking of any substance is permitted on or around the Premises or the Building, including common areas, porches, parking area, rooftop, or balconies. The City of Bloomington Smoking Ordinance 03-06 prohibits smoking in public places, which includes the common areas of the Building. Violation of this clause is a breach of the Lease and will result in additional charges as specified in the current Rules & Regulations and other available remedies up to and including eviction.

19. PARKING: Parking is permitted in designated parking areas only. Parking is limited to the area designated by Landlord. Landlord or Lockerbie may, at Resident's expense:

- (a) remove vehicles parked anywhere other than the designated spots for the Premises;
- (b) remove disabled or abandoned vehicles; and
- (c) remove any vehicle parked in violation of the Lockerbie Parking Policy.

Other parking may be available off-site through the City of Bloomington. However, such additional parking is not included in monthly rental installments or handled by Landlord. Landlord is not responsible for any changes in parking rates, regulations, or availability.

20. NOISE; REMOVAL FOR UNREASONABLE CONDUCT: Resident agrees not to make or allow excessive noise or activity in the Premises or in the Building. Excessive noise is that which disturbs the peace and quiet of other Residents in the building, or of neighbors to the Premises. Resident agrees not to conduct or permit to be conducted vocal or instrumental practice or instruction in the Premises. The use of subwoofers and other devices intended to enhance low frequencies is prohibited. Resident (and other persons on or near the Premises due to Resident's occupancy) will not disturb other residents of the Building or neighbors or threaten to cause damage to the Premises or the Building. Violation of this provision is a breach of the Lease and will result in additional charges as specified in the current Rules & Regulations and other available remedies up to and including eviction.

Quiet hours, in accordance with Bloomington's Quiet Nights Program, are between the hours of 11:00 p.m. and 6:00 a.m. Any noise complaints should be directed to the police department at (812) 339-4477.

21. FIRE, OTHER HAZARDS AND DESTRUCTION OF PREMISES: Resident will not permit or do any hazardous act that might cause fire. If the Premises become uninhabitable by reason of fire or other hazard not caused by negligence of Resident, Resident's invitee, or other person on or near the Premises due to Resident's occupancy, the rent due pursuant to this Lease will be suspended unless the Premises are restored to a habitable condition within thirty (30) days. Rent will not be suspended if Landlord is able to offer and if Resident accepts temporary accommodations. Landlord is not obligated to rebuild or restore the Premises. In the event the Premises or the Building of which the Premises are part is destroyed by fire or other disaster and Landlord does not rebuild, this Lease will terminate, and rent paid in advance will be prorated up to the date of destruction of the Premises.

22. UPKEEP AND CLEANING: Resident will keep the Premises in good repair; in a clean, sightly and sanitary condition; free from vermin, rodents, bedbugs, mold and accumulation of trash and recycling. Landlord reserves the right to clean the Premises during the Term of the Lease at Resident's expense if Landlord discovers unsightly or unsanitary conditions. All trash or recycling must be placed in the designated areas. Resident shall not use the trash receptacle in the lobby of the Building.

23. TRASH: Residents shall place all trash in the dumpster outside the garage in the Building.

24. COMMON AREAS: Absolutely no personal property, trash, or recycling may be left or stored in common areas of the Building. Landlord or Lockerbie reserves the right to remove any such property, which will be deemed to have been abandoned, without notice. Resident will pay moving and storage fees as provided by this Lease. Any Resident who does leave or store property in common areas that causes injury will be liable for such injuries.

25. INSURANCE: Resident will not permit nor perform any hazardous act that might increase the rate of insurance on the Premises or the Building. Resident will comply in all respects with any policy of insurance covering the Premises and Building, including complying with the requests of Landlord, Lockerbie, or either's insurance carrier with regard to safety of the Premises or Building. **Neither Landlord nor Lockerbie will not be responsible for any injury or damage or loss to persons or property in or about the Premises or the Building, including Resident's property, unless due to the sole negligence of Landlord or Lockerbie. Resident agrees to limit any recovery to the extent of any insurance policy proceeds.**

EACH RESIDENT IS ADVISED TO SECURE "RENTER'S INSURANCE" FOR HIS/HER OWN POSSESSIONS AND PERSONAL LIABILITY. IT IS THE RESPONSIBILITY OF RESIDENT TO CARRY INSURANCE TO COVER ANY AND ALL PERSONAL PROPERTY WITHIN THE PREMISES OR STORAGE AREAS PROVIDED BY LANDLORD.

26. JOINT INSPECTION:

(a) MOVE IN: An inventory and damage list will be prepared at the time of the move in inspection. The list is incorporated by reference in this Lease. Resident shall have seven (7) days from the time of the move-in inspection to notify Landlord of any additions or corrections to the inspection and damage list. If there is a dispute regarding the condition of the Premises at the time of the move in inspection, Resident and Landlord shall make their best efforts to arrange a time to meet to review those disputes within ten (10) days of occupancy.

(b) MOVE OUT: Resident must clean the Premises before vacating them. Landlord will schedule and conduct a joint move out inspection (between the hours of 8 a.m. and 5 p.m.) using the inventory and damage list from the move-in inspection. Resident will be charged for damages, professionally cleaning the carpet, repairing any wall or paint damage, and cleaning of items Resident fails to clean adequately. Resident will be required to replace any smoke detector batteries as required by City of Bloomington Ordinance.

27. ATTORNEYS' FEES: Resident agrees to pay reasonable attorneys' fees, costs of collection, and applicable court costs incurred by Landlord because of Resident's breach of any term of this Lease whether by Resident's or Resident's invitees' actions or inactions, or actions or inactions of persons on or near the Premises due to Resident's occupancy. The Monroe Circuit Court will have proper jurisdiction over issues regarding attorneys' fees.

28. REMOVAL OF PERSONAL PROPERTY: If Resident moves out and fails to remove personal property, then the personal property will be deemed abandoned and disposed of as Landlord sees fit. If Landlord is required to store personal property and such personal property is claimed by Resident, Resident will pay **all** packing, moving, and storage expenses, as specified in the current Rules & Regulations, before receiving any personal property.

29. POSSESSION: In the event that Landlord is unable to deliver possession at the beginning of the lease term for any reason, Landlord agrees to pay for temporary housing in the Bloomington area, which shall be selected by Landlord, for Resident until Resident is able to reside in the Premises. Resident will be responsible for all utilities at the temporary housing and will remain responsible for all of their obligations under the Lease, including rent and other charges. Resident will be responsible for any damages to the temporary housing caused by Resident and Resident's guests. If Landlord is unable to deliver possession within sixty (60) days after the beginning of the lease term, either Resident or Landlord may terminate the remainder of the Lease upon giving written notice of the same to the other party.

30. PRIVACY: Resident acknowledges that Landlord uses security cameras in common areas of the Building. Resident waives any claim of privacy for Lockerbie's or Landlord's use of footage taken from security cameras.

31. KEYS: At the expiration of the Term of this Lease, Resident must return all Premises keys, garage door openers, and fobs to Landlord. If all keys, openers, and fobs are not returned Resident will be charged to replace the lock, key and cover all other necessary expenses as specified in the current Rules & Regulations. Acceptance of a key to the Premises from Resident is not an acceptance by Landlord of surrender of the Premises by Resident vacating the Premises in violation of the Lease. Resident must not alter any lock, install new or additional locks or knocker on any door of the Premises, without Landlord's prior written approval.

32. INTERPRETATION AND SEVERABILITY: In reading and interpreting this Lease, the singular of any word means or applies to the plural and the gender of personal pronouns will be construed as either masculine, feminine, or neuter as required by context. The terms "apartment" and "premises" will also mean and refer to a house or condominium when applicable. If any term, portion or clause of this Lease is held to be unenforceable, the remainder will continue to be enforceable.

33. NO WAIVER OF TERMS: No failure by Landlord or Lockerbie to insist upon the strict performance of any term or condition of this Lease or the Governing Documents or to exercise any right or remedy available on a breach and no acceptance of full or partial rent during the continuance of any such breach will constitute a waiver of any such breach or of any such term or condition. No term or

condition of this Lease or the Governing Documents required to be performed by Resident, and no breach of such term or condition, will be waived, altered, or modified, except in writing by Landlord or, if applicable, Lockerbie.

34. NO EARLY SURRENDER: Resident expressly agrees not to surrender the apartment or vacate it prior to the expiration of the term of this Lease without first having obtained Landlord's written consent. This paragraph will not affect the paragraph on subleasing.

35. RULES AND REGULATIONS: The current rules and regulations whether or not attached as Addendum #1 to this Lease are incorporated by reference as a part of this Lease, and Resident will observe the same. Failure to follow the rules will constitute a breach of the Lease in the same manner as a breach of any other provision of this Lease. Resident will follow such further reasonable rules and regulations as may be promulgated by Landlord from time to time as necessary for the proper and orderly care of the Premises or other portions of a building or property of which the Premises are part.

36. ACCESS TO PREMISES: Resident will allow access to the Premises by Landlord or its agents, or Lockerbie if permitted by the Governing Documents or by Landlord, during reasonable hours, for the purpose of inspecting and protecting same, to show the Premises to prospective buyers or renters, to make such repairs, additions, or alterations as may be deemed necessary, including pest control (if applicable) and furnace filter services.

37. JOINT AND SEVERAL LIABILITY: Each person signing this Lease or any lease for the Premises for the same Lease term as Resident or Guarantor will be Jointly and Severally liable to Landlord for all obligations and any breach of the terms of this Lease. This means that each Resident or Guarantor who signs this Lease may be held individually responsible for the entire amount due under this Lease, for any breach of the terms of this Lease, and for the acts and failures to act of the other Residents or Guarantors signing this Lease or any lease for the Premises for the same Lease term. Resident means each person who signs the Lease as Resident or Guarantor.

38. CONFIDENTIALITY: Landlord attempts to maintain the confidentiality of information provided by Resident pursuant to this Lease. Resident waives this confidentiality as to co-applicants, Guarantors, Sublessor/lessees, the Board, and other Residents signing this Lease. Landlord may report rental payment data to credit agencies. Resident agrees that Landlord is not liable for any breach of this confidentiality.

39. STATUTE OF LIMITATIONS AND JURY TRIAL WAIVER: Landlord and Resident are barred from bringing any legal action against one another arising from disputes over Landlord and Resident's obligations under the terms of this Lease unless such action is filed within one (1) year after termination of the Lease Agreement. Resident agrees to waive Resident's right to a trial by jury.

40. JURISDICTION: The Monroe Circuit Court will have proper jurisdiction over any and all disputes between Landlord and Resident regarding the obligations and terms of this Lease.

41. IT IS AGREED that the following attachments are incorporated by reference into this Lease:

1. Landlord Rules and Regulations (current)
2. Rental Application and Emergency Information
3. Summary of Residents/Owners Rights & Responsibilities
4. Disclosure of Information about lead-based paint
5. Smoke Detector Compliance Form

6. Any applicable Lease Guarantee
7. The Governing Documents and any adopted Rules and Regulations by the Board

42. COMPLIANCE WITH GOVERNING DOCUMENTS:

(a) Acknowledgement of Receipt. Resident acknowledges that a copy of the Declaration and By-Laws that are current as of the date of this Lease Agreement is located on the web site: www.olympusproperties.com/lockerbie-court. Resident acknowledges that Resident has read and understands the terms, rules, and regulations in the Declaration and By-Laws.

(b) Rules Binding on Resident. Resident agrees to be bound, to the same extent as the Landlord, by the terms, rules, and regulations in the Declaration and By-Laws as those documents are amended from time to time.

(c) Indemnification of Board. Resident and Landlord agree to indemnify and hold harmless the Lockerbie Court Homeowners' Association Board of Directors from third-party claims arising from the Resident's violation of the terms, rules, regulations, and conduct defined in the Declaration and By-Laws and/or any claims arising from the breach of this Lease Addendum.

(d) Violation or Breach. The Lockerbie Court Homeowners' Association Board of Directors reserves the authority to strictly enforce the terms of the rules and regulations contained in the Declaration and By-Laws in the event of a violation by either the Landlord or the Resident, up to and including eviction of Resident.

(e) Water Usage Surcharge. Landlord shall be responsible to pay an additional surcharge of \$60.00 per month for each resident in excess of two (2) during the term of the lease between Landlord and Resident.

43. Other terms: _____

_____.

WHEREFORE, the undersigned execute this Lease and agree to its terms:

RESIDENT

Signature

Printed Name

Current Phone Number (Cell)

Permanent Address

City, State Zip

RESIDENT

Signature

Printed Name

Current Phone Number (Cell)

Permanent Address

City, State Zip

RESIDENT

Signature

Printed Name

Current Phone Number (Cell)

Permanent Address

City, State Zip

RESIDENT

Signature

Printed Name

Current Phone Number (Cell)

Permanent Address

City, State Zip

RESIDENT

Signature

Printed Name

Current Phone Number (Cell)

Permanent Address

City, State Zip

LANDLORD:

Landlord

DATE

Lockerbie Consent

The Lease was approved by the Board of Directors of The Lockerbie Court Homeowners' Association, Inc. at a Meeting on _____.

President

Secretary