

## OWNER

Under management of Jablys Property Management and Real Estate Investments LLC  
1129 Broadway Street, Anderson, IN 46012

### **RESIDENTIAL PROPERTY RENTAL AGREEMENT**

THIS AGREEMENT made this 1st Day of January, 2015, by and between Jablys Property Management and Real Estate Investments LLC, herein called "Landlord," and John and Jane Doe herein called "Tenant." Landlord hereby agrees to rent to Tenant the dwelling located at 123 Main Street, City of Anderson, State of Indiana, 46015, under the following terms and conditions.

**1. FIXED-TERM AGREEMENT (LEASE):**

Tenants agree to lease this dwelling for a fixed term of one (1) year, beginning January 1, 2015 and ending December 31, 2015. Upon expiration, this Agreement shall become a month-to-month agreement AUTOMATICALLY, UNLESS either Tenants or Owners notify the other party in writing at least 30 days prior to expiration that they do not wish this Agreement to continue on any basis.

**2. RENT:**

Tenant agrees to pay Landlord as base rent the sum of \$600.00 per month, due and payable monthly in advance on the 1st day of each month during the term of this agreement. The first month's rent is required to be submitted on or before move-in. In the event that the Tenant breaks the contract, whether it be by eviction or any other means, they agree to pay a total of three month's rent, in addition to any current charges and fees.

**3. RECEIPTS**

Paper receipts will be given only upon request of the tenant. All paper receipts must be picked up at the office. Please keep your payment stubs as proof of payment.

Tenant Initials: x

**4. FORM OF PAYMENT:**

Tenants agree to pay their rent in the form of cash, a personal check, a cashier's check, or a money order made out to the Landlord. We DO NOT accept post dated checks. If we cannot cash the check on the day we receive it, and the grace period ends, there will be a late fee added.

**5. RENT PAYMENT PROCEDURE:**

Tenants agree to pay their rent by mail addressed to the Landlord 1135 N Broadway Anderson In Street, Anderson, IN 46012, or in person at the same address, or in such other way as the Landlord will advise the Tenant in writing.

**6. HOURS AND CONTACT INFO:**

- |                                |   |
|--------------------------------|---|
| - Phone: 765-393-2199          | - Fax: 765-393-2212   |
| - Hours: M-F 10am to 5pm.      | - Email: <a href="mailto:contact@jablys.com">contact@jablys.com</a> |
| Weekends are appointment only. | - Website: <a href="http://www.jablys.com">www.jablys.com</a>       |

**7. RENT DUE DATE:**

Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement. We allow for a 3 day grace period. In the event rent is not received prior 5pm on the 4th day of the month, Tenant agrees to pay a 10% late fee, \$60.00. Neither ill health, loss of job, financial emergency or other excuses will be accepted for late payment. **PARTIAL PAYMENTS ARE CONSIDERED LATE. ALL LATE FEES ARE DEDUCTED FIRST FROM RENT PAYMENTS.**

Tenant Initials: x

**8. BAD-CHECK SERVICING CHARGE:**

In the event Tenant's check is returned unpaid to Landlord, Tenant agrees to pay a returned check charge of \$50 AND accept whatever consequences there might be in making a late payment. If for any reason a check is returned or dishonored, all future rent payments must be cash, cashier's check or money order.

**9. SECURITY DEPOSIT:**

Tenants hereby agree to pay a security deposit of \$600.00 to be refunded upon vacating, returning the keys to the Landlord and termination of this contract according to other terms herein agreed. This

deposit will be held to cover any possible damage to the property. No interest will be paid on this money and in no case will it be applied to back or future rent during the duration of the contract. It will be held intact by Landlord for no more than forty-five (45) business days after Tenants have vacated the property. At that time Landlord will inspect the premises and assess any damages. This deposit money minus any necessary charges for missing/dead light bulbs, repairs, cleaning, etc., will then be returned to Tenant with a written explanation of deductions. Security deposit does NOT cover the replacement of carpet and/or flooring fittings as a result of damage beyond reasonable wear and tear. These repairs will be charged to the tenant. Tenant agrees that if the contract is broken before the termination date, by eviction or any other means, they forfeit any security deposit paid.

**10. KEYS/REMOTES:**

All keys, including copies made by the tenant, and remotes must be returned to the office upon termination of this lease. They must be returned in an envelope with the tenants' name and property address written on the front, and a dated letter with your forwarding address. DO NOT leave the keys/remotes inside the property and DO NOT throw loose keys or remotes in the drop box. Failure to return will result in a \$100 per key and \$100 per remote. These charges will be deducted from your security deposit. Tenant was supplied with 2 key(s) and 1 remote(s).

Tenant Initials: x

**11. REMOVAL OF LANDLORD'S PROPERTY:**

If anyone removes any property belonging to Landlord without the express written consent of the Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

**12. APPLIANCES:**

If appliances are present such as stove, refrigerator, washer, dryer, dishwasher or central air unit they are the property of the owners. The tenant may use them as long as they are in working condition. If they become broken the owner reserves the right not to fix or replace the appliance. If they are broken due to tenant neglect then the tenant will be responsible to fix or replace them.

Appliances present at time of move Fridge , Stove

**13. CHANGES IN TERMS OF TENANCY:**

(This paragraph applies only when this Agreement is or has become a month-to-month agreement). Owners shall advise Tenants of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

**14. TENANT COOPERATION:**

Tenant agrees to cooperate with the Landlord is showing property to prospective tenants, thirty (30) days prior to termination of occupancy.

**15. RENTER'S INSURANCE:**

Landlord and Owner will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Renter's Insurance is REQUIRED. Tenants agree to purchase Renter's Insurance – at their own expense – sufficient to protect themselves and their property from fire, theft, burglary, breakage, and electrical connections, or they may choose to purchase it through Jablys for an extra \$10.00 a month. They acknowledge that if they fail to procure such insurance, it is a breach of this lease agreement and will be subject to eviction.

**16. TREES/TREE DAMAGE:**

The owner and Jablys Property Management are not liable for damages caused by trees in the yard to the tenants' vehicles or belongings. Tenants understand that if they choose to park under the trees they do so at their own risk. The owner's insurance coverage does not cover tree damage to tenants' vehicles or belongings.

**17. ABANDONMENT:**

If Tenants leave the premises unoccupied for 14 calendar days without paying rent in advance for that month, or while owing any back rent from previous months, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at the Tenant's expense. Tenant is responsible for the entire balance of the rent owed and agreed to

in this lease. If tenant vacates before the completion date of this lease then the tenant is still responsible for the rent and late fees. YOU owe the rent whether you live there or not until the lease expires or until Jablys Property Management can re-rent the unit, whichever comes first.

I/We understand that any of my/our personal property that may be left behind when I vacate the premises will be considered ABANDONED. By signing the line below I/we do hereby give the owner or Jablys Property Management my permission to dispose of anything left behind. I/We will not hold the owner or Jablys Property Management liable for the cost or replacement of the items that were disposed of. I/We further understand that the cost of hauling and disposal of the items will be deducted from the security deposit.

Tenant Signature: x \_\_\_\_\_ Date: \_\_\_\_\_

#### 18. OCCUPANTS:

The number of occupants is limited to 3 primary tenants. Only the Tenants may live in this building. Any additional residents residing in said dwelling for more than 2 weeks continuously must be added to this lease or receive written permission from the Landlord, subject to the same restrictions as the tenants, i.e. they must fill out an application. Nurses or maids required to care for the Tenants during an illness are an exception from this provision.

	Name	Relationship
1.	<u>John Doe</u>	<u>Lease Signer</u>
2.	<u>Jane Doe</u>	<u>Lease Signer</u>
3.	<u>Jimmy Doe</u>	<u>Son</u>

#### 19. LOCK POLICY:

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks installed at tenants' expense, before they are installed.

#### 20. LOCKOUTS:

Should tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon professional locksmith or the Owners to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Owners charge a fee of \$25 for providing this service between the hours of 9 a.m. and 5 p.m., Monday through Friday, excepting holidays, and a fee of \$50 for all other times. This fee is due and payable when the service is provided.

#### 21. CONDITION OF PREMISES:

The tenant takes the property in as-is condition. The tenant, in agreeance with Jablys Property Management, agrees that there have not been promises made for changes to the property. Any said promises will be stated in an attached lease addendum. The Tenants hereby acknowledge that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to the Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy. The tenant will be responsible to pay for any broken windows that are broken after the tenant moves into the house.

#### 22. INVENTORY AND INSPECTION RECORD:

An inventory and inspection Record has been provided for the Tenants' use. Only after this has been filled out (within the 3-day time limit) will the Landlord take any action to complete necessary repairs. Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will either be in working order or will be repaired once the Tenants have completed the Inspection and Inventory Record. Tenants are encouraged to report any necessary repairs, no matter how slight, in writing, but they are advised that Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

#### 23. BALCONIES AND PORCHES:

If your unit has a balcony, deck, or porch do not allow more than three people on the structure at one time. Furniture meant for interior use is not permitted outside of the property.

**24. TENANT RESPONSIBILITY:**

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in a sanitary condition. The Tenants agree not to permit any deterioration or destruction to occur while they are occupying the property. Tenant also agrees to the terms that no smoking is permitted in the property, and the use of illegal substances is to not be practiced in the property at any time. Tenant agrees that the Landlord is in no way responsible for the care, or treatment of, pests. This includes mice, roaches, bedbugs, lice, etc. In the event that such an issue arises, the Tenant agrees to handle treatment, with no expectation of reimbursement for the costs incurred.

**25. ALTERATIONS:**

Tenant shall make no alterations, decorations, additions, or improvements in or to the premises without Landlords' prior written consent, and then only by contractors or mechanics, or other approved by Landlord. Alterations included, but are not limited to, drilling, painting and any changes to flooring or property structures. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

**26. VEHICLES & GARAGE USE:**

Tenants agree that vehicles on the property must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of oil and other solution drippings. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Landlords' written permission. Tenants are NOT to park in the yard for any reason. If damage is done to the yard due to parking, the tenant will be held responsible for the cost of repairs.

**27. UTILITIES:**

Resident will be responsible for payment of all utilities, telephone, gas, or other bills incurred during their residency. They specifically authorize Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. The Landlord/Owner pays no utilities, unless specified otherwise in written form to the Tenant.

**SERVICES:** Tenant shall be responsible for the following utilities and services in connection with the Premises:

- |  |   |
|--|---|
| <input type="checkbox"/> Electricity     | <input type="checkbox"/> Garbage and Trash Disposal       |
| <input type="checkbox"/> Gas             | <input type="checkbox"/> All other utilities and services |
| <input type="checkbox"/> Water and Sewer | not listed above  |

Tenant is responsible for all voluntary services (ex. Cable, telephone, internet, etc.)

**28. LAWN CARE:**

Tenant is responsible for all lawn care on the premises.\*

\* If the Tenant IS responsible for lawn care and the Landlord receives notice that the lawn needs addressed, the Tenant will be issued ONE notice and given 48-hours to take care of the lawn. If the matter is not tended to the Landlord will contract out the work and bill the Tenant for the services.

Tenant Initials: x

**29. NOTIFICATION OF SERIOUS BUILDING PROBLEMS:**

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity. Tenants also agree to notify the Owners immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc. If the tenant does not notify landlord in a prompt matter the tenant may be held financially responsible.

**30. REPAIRS/MAINTENANCE:****EMERGENCIES:**

Fire or Police: Please CALL 911 FIRST and then inform Jablys Property Management after the situation is under control.

**REASONABLE TIME FOR REPAIRS:**

Upon being notified by Tenants that there is some building defect in which is hazardous to health, life, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts

or for any other reason beyond the Owners' control, Owners agree to keep Tenants informed about the progress of work.

**DRAIN STOPPAGES:**

As of the date of this Agreement, Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time & money with repairs. Tenants agree that if a plumber's service is required due to any issue caused by the Tenant, the Tenant will be held responsible for the charge.

**MAINTENANCE:**

Tenant agrees to change furnace filters every 3 months at their own expense AND to change fuses, toilet seats, batteries and light bulbs as needed at their own expense. They are consumable items. Smoke detectors should be in working order at all times. If they are found not to be working for any reason then the tenant is responsible for making them work or replacing them. Failure to correct non-working detectors will result in being served a letter to vacate the property. There were NO pests in the property upon move in. If during this lease pest become a problem the tenant will pay for the pest control. If the tenant refuses to pay for pest control the result will be a serving of a letter to vacate the property and a possible eviction.

**NON-LIABILITY:**

The Tenants hereby state that work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations and have written approval from the landlord. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help.

**31. BACKYARD & GARDENS:**

The Tenants agree to never use any form of pesticides (including rat poison, roach sprays, etc), or fertilizers unless written permission is granted from the Landlord.

**32. DISCLOSURE OF LANDLORD/AGENT**

The management company is Jablys Property Management and Real Estate Investments LLC. This company may be represented at various times by its employees or agents, who will carry identification. Management Co. Jablys Property Management and Real Estate Investments LLC is authorized to act for and on behalf of the Owner for the purpose of receiving and receipting notices and demands and for the service of process and all other acts which Landlord could or would do if personally present. The address for Management Co. is 501 W. 8<sup>th</sup> Street, Anderson, IN 46016.

**33. ACCESS TO PREMISES:**

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to prospective residents, purchasers, workmen, or contractors. Whenever practicable, a 24-hour notice of the Owner's intent to enter shall be given to the Resident.

**34. SUBLETTING & ASSIGNMENT:**

Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining Landlords' written permission. Prospective sublessees or assignees must submit an application to the Landlord and must agree to credit, background, reference, and employment verification as well as the obligation to pay a non-refundable \$35 application fee. Permission to sublease will be determined by the sole discretion of the Landlord.

**35. LIABILITY:**

NO trampolines or swimming pools are permitted on the property without written consent from the owner. The owner or Jablys Property Management is NOT responsible for lost or spoiled food kept in the refrigerator/freezer, basement, shed, garage, or on the porch.

**36. PETS:**

Pets are allowed on the premises ONLY by obtaining the Landlords' written permission first. When possession of the property is given to the Tenant, only those pets listed on the Rental Application will be allowed unless subsequent written permission has been granted. "Pets" does not include trained service animals. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as Landlord is notified in advance in writing of the circumstances. Additionally, a pet-application sheet must be submitted before move-in, and an addendum added to this lease.

**37. TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 60-days written notice to Tenant that the Premises have been sold.

**38. WAIVER:**

All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

**39. TERMS:**

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

**40. FULL DISCLOSURE:**

The Tenants signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgement and he/she has received a signed copy of the Rental Agreement.

**41. CARPETS/FLOORING:**

Upon termination of lease and or lease ending, tenant agrees and abides that He She; all lease holders will be responsible for full replacement of carpet at tenant cost, if necessary. There will be no exceptions to this. Tenant also agrees they He She have had full opportunity to inspect carpets prior to signing and moving in. In addition to the terms, Tenant also agrees and conforms to Landlords request that no carpets shall be self cleaned. Only approved carpet cleaning professional will be used. Tenant agrees to call Jablys Property Management for an approved vendor.

**EVICITION, 10-DAY NOTICE, EVICTION FEE**

Tenants agree to not seek court assistant if evicted. Tenant agrees that after 10 days notice to pay or vacate was issued by landlord, tenants hereby are giving possession to the Landlord, and Landlord can take immediate possession without a court order. Tenant agrees that after 10 days, tenant is trespassing on the property and may be immediately evicted by the sheriff if refuse to give over possession to landlord. Tenant agrees to pay an eviction fee of \$100.00 to Jablys Property Management for their time and work to prepare the court case. This fee is charged EVERY TIME an eviction is filed against the tenant(s). \_\_\_\_\_(full signature)

Accepted this 1st Day of January, 2015.

\_\_\_\_\_  
John Doe - Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jane Doe - Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord-Manager

\_\_\_\_\_  
Date