

SUMMARY OF LEASE AGREEMENT

LEASE TERMS

Landlord	Bloomington Kirkwood II, LLC c/o Tartan Realty Group, Inc. 30 West Monroe Street, #1000 Chicago, Illinois 60603
Date Lease Signed	
Address of Leased Premises	425 East Kirkwood Avenue, Bloomington Indiana 47408
Apartment	#101 (1 North -1 st Floor Studio)
Parking Space #	None
Maximum Occupancy	One (1)
Term of Lease	August 19, 2011 to August 14, 2012

SUMMARY OF MONTHLY CHARGES

Monthly Rent Installment	\$895
Parking Charges	\$0
TOTAL RENT PER MONTH	\$895

MONEY DUE WHEN LEASE IS SIGNED

Last Month's Rent Installment	\$895
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MONEY DUE PRIOR TO POSSESSION OF APARTMENT

Security Deposit	\$895
First Month's Rent Installment	<u>\$895</u>
TOTAL	\$1,790

UTILITIES

Resident(s) Need to Call and Place in Their Name

Electric	Duke Energy	(800) 521-2232	Meter #106981910
Gas	Vectren	(800) 777-2060	Meter #1158207
Phone	Ameritech	(800) 742-8771	

Included in Rent (for informational purposes)

Cable	Comcast (NOT included in Rent)	(800) 226-2278
Internet Providers	Comcast (included in Rent)	(800) 226-2278
Water/Sewer	CBU (included in Rent)	(812) 349-3930
Trash	Hoosier Disposal (included in Rent)	(812) 824-7998

LOCAL PROPERTY MANAGER (Maintenance/Emergency Calls/Day to Day Management/Keys/Check In)

Company	WS Property Group
Contact	Debi O'Heran
Address	1128 South College Mall Road Bloomington, IN 47401
Main Phone	812-332-9575
Fax	812-332-0261
Email	debio@wspropertygroup.com

ASSET MANAGER (Accounting / Rent Payment Address)

Company	Tartan Realty Group, Inc. c/o Bloomington Kirkwood II, LLC
Contact	Will Kreuzer
Address	30 West Monroe Street, #1000 Chicago, Illinois 60603
Main Phone	312-377-8375
Fax	312-377-8351
Email	will@tartanrealtygroup.com

NOTES:

**TARTAN REALTY GROUP, INC.
LEASE AGREEMENT ("Lease")**

1. DISCLOSURE: Tartan Realty Group, Inc. ("Tartan") and WS Property Group, Inc. manages this property as agent and representative of the owner of the property.

2. PARTIES: This Lease is made this ____ day of _____ 2010 between Bloomington Kirkwood II, LLC. ("Landlord") and:

Names

Email Addresses

("Resident"). All persons living in the Premises for three (3) or more consecutive days must sign this Lease as Residents. All **RESIDENTS ARE JOINTLY AND SEVERALLY LIABLE** for all terms of this Lease.

3. ADDRESS OF PREMISES: 425 East Kirkwood Avenue, Apartment 101 (1N-Studio), Bloomington Indiana 47408

4. LEASE TERM: The term of this Lease begins at the time of the move-in inspection and ends at 12:00 p.m. (noon) on August 14, 2011. NO option to renew this Lease is provided by this document. A separate written agreement must be reached in order to renew or extend this lease. NO EARLY MOVE-INS OF PERSONAL PROPERTY, NO EXCEPTIONS.

5. RENTS:

(a) **RENT:** The rent for the term of this Lease is: Ten Thousand Seven Hundred Forty Dollars and No Cents (\$10,740.00).

(b) **INSTALLMENTS:** Rent is to be paid in advance in equal monthly installments of: Eight Hundred Ninety Five Dollars and No Cents (\$895.00), without deduction or demand and must be received by Bloomington Kirkwood II, LLC, c/o Tartan Realty Group, Inc. at 30 West Monroe Street, #1000, Chicago, Illinois, 60603, on or by the fifteenth (15th) day of each month for such month's rent, subject to paragraph 7 below, and contingent upon rent being paid when due. The last month's Rent installment is due at the signing of this lease and the Security Deposit and first months rent is due upon move in. Rent for subsequent months are due on the fifteenth (15th) day of the month for such month's rent that tenant takes possession. **All Residents are jointly/severally liable for the total rent obligation of this Lease.**

(c) **PAYMENT TYPE:** Rent installments must be paid with one check or payment regardless of the number of Residents. Partial payments of rent will not be accepted. Cash will not be accepted. Upon request, Landlord will provide a tenant ledger itemizing all rent payment history at no cost to Residents; however, there is a \$35.00 minimum per hour surcharge for ledger research and analysis, billed in one hour increments.

(d) **HOLDOVER RENTS:** 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. Landlord, at its option, may elect to treat Resident as one who has not removed at the end of its term, and be entitled to all remedies against Resident provided by law in that situation; or Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease. Failure to vacate the Premises by the expiration of the lease term will result in a holdover charge of 250% of the normal rent. 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.

(e) **DUE DATE:** Rents must be delivered by mail to the address designated by Landlord on or before the fifteenth day of the month for such month's rent.

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. Resident authorizes Landlord to deduct the following charges from Resident's Security Deposit, if applicable:

(a) unpaid rent;

(b) unpaid fees and charges provided by the terms of this Lease, provided Landlord prevails in any legal action;

(c) any attorneys' fees, court costs, and/or other expenses incurred by Landlord because of a breach of any provision(s) of this Lease by Resident;

- (d) reasonable cleaning expenses. Tartan professionally cleans the Premises prior to each new Lease term;
- (e) the cost of professionally cleaning the carpet and/or reconditioning the hardwood floors at the end of the Lease term and any related Landlord costs;
- (f) the cost of any repairs or replacements of any fixtures, systems, or appliances; painting or refurbishing of the Premises in excess of reasonable wear and tear and any related Landlord costs;
- (g) the cost of pest control treatment of Premises necessary due to Resident's action or inaction, and any related Landlord costs;
- (h) the cost of bank charges incurred by Landlord for checks returned NSF and any related Landlord fees;
- (i) packing, moving and storage charges for removal of personal property as provided by this Lease. The balance of the Security Deposit remaining after deduction of applicable charges will be returned to Resident as provided by Indiana law (currently 45 days if Resident provides a forwarding address and proof of payment of sewer and water charges, where required) 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 and Landlord agree that if this Lease is renewed or extended, or if a new Lease is entered into after the expiration of this Lease, that the Security Deposit will not be returned until the appropriate time following the expiration of such renewal, extension, or new Lease, unless an additional Security Deposit for the renewal, extension, or new Lease has been paid by Resident to Landlord. In the event that Resident moves out of the Premises within ninety (90) days prior to the end of the lease term, all remaining rent installments due under the Lease shall become immediately due and payable as unpaid rent for purposes of this Paragraph. Nothing in this Paragraph shall affect the provisions regarding early surrender elsewhere in the Lease. The Security Deposit will be returned to: at the permanent address specified with Resident's signature below, unless Landlord is notified in writing of a different address. If Resident fails to provide Landlord with a forwarding address within 45 days of vacating the Premises, Resident waives all rights of an accounting or return of the Security Deposit, which shall be deemed abandoned.

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 within three (3) days after the close of business after the Due Date, a late fee of Fifty Dollars (\$50.00) will be imposed. An additional late charge of Fifty Dollars (\$50.00) will be imposed after each successive five (5) days period that rents are not received.** 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 a money order. A second check in place of a bad check WILL NOT be accepted. 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 thirty (30) days of the charge. Any charges not paid within thirty (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, penalties, 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 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.

(a) Notice to Quit. Except as may be required by law, Landlord shall not be required to send Resident a Notice to Quit the Premises prior to instituting eviction proceedings upon Resident's Default.

(b) 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 plus Twenty-five Dollars (\$25) for Landlord's administrative expenses and opportunity costs, in addition to all other amounts owed by Resident.

(c) Resident's Continued Liability for Damages. If Landlord will obtain 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 with costs, late fees, utilities and expenses of the Premises while vacant, the cost of re-renting the Premises, court costs, and reasonable attorneys' fees, less rental payments 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 (electric, gas, water and sewer, telephone) and TV (cable) services unless otherwise specified in writing. Resident is to pay utility bills on a monthly basis. Bills remaining unpaid for thirty (30)

days or longer that are paid by landlord 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. 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. Resident will supply Landlord with final utility bills stamped paid upon completion of this lease. 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 (60F.) during the winter months to prevent frozen water pipes. Resident is responsible for damage caused by Resident's failure to maintain 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 for any commercial purpose. The number of occupants of the Premises will not exceed the number of Residents indicated on the first page of the lease; all of whom must sign 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. The Premises will be used in such a manner as to comply with all local, state and federal laws and regulations. Resident agrees not to use the Premises or permit the Premises 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. Motorized vehicles of any kind are not permitted in the Premises and/or 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 common areas. Bicycles may not be ridden in the Premises and/or common areas. Fresh (cut or balled root) Christmas Trees are not permitted in the Premises.

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 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, t.v. 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 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. **The minimum plumbing fee for clogs due to improper use is Fifty Dollars (\$50) but may be greater depending on the repair required. Resident must notify Landlord IMMEDIATELY of water leaks, damage, or any defect or uninhabitable condition.** Notice is to be given to the Landlord at the office either in person, in writing or by calling (812)332-9575 during office hours. Emergency notices for heat, water, electricity, air conditioning, and life threatening situations after office hours should be given by calling numbers posted by Landlord. Landlord's maintenance technicians are not equipped to record defects or to schedule their repair. Resident must notify the Landlord at the office and not the maintenance technicians. Landlord will schedule appropriate repairs upon receiving notice. Resident may not order an outside service or repair. Any expense borne by Resident, unless authorized by Landlord in writing, will be paid by Resident.

12. DAMAGES TO PREMISES: Damages caused by Resident, Resident's invitees, or other persons on or near the Premises as a result of Resident's occupancy shall be repaired by Landlord at Resident's expense. Resident will pay for repairs within ten (10) days of receiving notice of the cost of repairs. The cost of the repairs includes time and materials and overhead and profit percentage not to exceed twenty percent (20%) of the cost of such time and materials.

13. LANDLORD'S NONLIABILITY: Landlord will not 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. Landlord will not be liable for losses or theft of Resident's property in the Premises, storage areas, laundry rooms, 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 as Resident's

agent to re-rent the Premises. Landlord may, at its option, take possession of the Premises and re-rent the Premises 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 the Landlord at law or in equity. Resident agrees to notify the Landlord if the Premises will be empty for more than twenty-one (21) days.

15. SUBLEASING AND ASSIGNING: Resident may not sublet nor assign the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld. Sub Lessee must qualify through Landlord's normal application screening process, including financial and reference checks. Resident will use the forms provided by Landlord. All Residents and Sub Lessees must sign the sublease agreement, which will include a provision for a security deposit. There is a sublet fee of One Hundred Dollars (\$100.00). This fee is charged each time a sublet agreement is executed. Multiple sublets will result in multiple fees. Landlord will hold the Security Deposits of both the Resident and of the Sub Lessees until the end of the Lease. Resident will remain fully liable to perform all of the terms and provisions of this Lease.

16. PETS: ABSOLUTELY NO ANIMALS, BIRDS, FISH, REPTILES, OR PETS OF ANY KIND WILL BE PERMITTED IN THE PREMISES UNLESS SPECIFIC WRITTEN APPROVAL IS GIVEN BY LANDLORD. The first violation of this clause will result in a penalty charge of Three Hundred Dollars (\$300.00). Upon discovery, the pet must be removed from the premises within three (3) days and an inspection will be conducted to verify its absence. Second and subsequent violations will result in a penalty charge of Six Hundred Dollars (\$600.00). Any further violations will result in the immediate removal of the animal to the Monroe County Humane Society. Additionally, Landlord may seek remedies up to and including eviction. Upon move-out, Landlord may charge a separate Animal Cleaning Fee in addition to all other remedies under this Lease to provide a professional cleaning of the Premises. If necessary, Landlord will employ the services of a professional exterminator, which fees will be assessed to Resident.

17. SMOKING: This is a non-smoking property. No smoking of any substance is permitted on or around the Premises, including any common areas, porches, or balconies. The City of Bloomington Smoking Ordinance 03-06 prohibits smoking in public places which include the common areas of the Premises. Any violation of this clause is a breach of this Lease and will result in a fee of **One Hundred and Fifty Dollars (\$150)** per occurrence, in addition to the other remedies available under the Lease. This provision applies to Resident, Resident's invitees, and any other person on the Premises due to Resident's occupancy.

18. PARKING: Parking is permitted in designated parking areas only. Landlord may, at Resident's expense:

- (a) remove vehicles parked on sidewalks or other no parking areas on the property; and
- (b) remove disabled or abandoned vehicles.

19. NOISE; REMOVAL FOR UNREASONABLE CONDUCT: Resident agrees not throw/dispose of any items out of windows or the porches or to make or allow any excessive noise or activity in the Premises that 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. Resident (and other persons on or near the Premises due to Resident's occupancy) will not disturb other Residents or neighbors or threaten to cause damage to the Premises. Violation of this provision is a breach of the Lease. If Tartan responds to a noise complaint about Resident, Tartan will assess a **Two-Hundred Fifty Dollar (\$250)** charge to Resident.

20. 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 a 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.

21. GRILLS: Resident shall not store nor use any gas or charcoal grill, nor any other open flame cooking or heating device, on any balcony, porch, or common area. Resident shall defend, indemnify and save harmless Landlord and Owners 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 device on any balcony, porch or common area on the Premises, and from any fine or penalty imposed by any civil agency or court because of the storage or use of such a device. Violation of this clause is a breach of the Lease and will result in a fee of One Hundred Dollars (\$100.00) per occurrence, in addition to the other remedies available under the Lease.

22. UPKEEP AND CLEANING: Lessee will keep the Premises in good repair; in a clean, sightly and sanitary condition; free from vermin, rodents, 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.

23. TRASH: Trash must be disposed of in the designated garbage coral located on the north side of the property along the alley. Landlord may elect to pay any fines levied by City of Bloomington for violations of trash, dumpster, or recycling during the term of the Lease. If Landlord does elect to pay any such fines, Resident will reimburse Landlord and pay a Twenty Dollar (\$20.00) processing fee for violations by Resident. Landlord may elect to clear Premises of trash and charge Tenant for such clean-up. Trash clean-up is charged at Thirty-five Dollars (\$35) per hour.

24. COMMON AREAS: Absolutely no personal property, trash, or recycling may be left or stored in common areas. Landlord 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. Resident will comply in all respects with any policy of insurance covering the Premises, including complying with the requests of Landlord or Landlord's insurance carrier with regard to safety of the Premises. Landlord will maintain a fire and casualty insurance policy on the Premises and the entire building of which it is a part for the full replacement cost. **Landlord will not be responsible for any injury or damage or loss to persons or property in or about the Premises, including Resident's property, unless due to the sole negligence of Landlord. 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: Pursuant to Bloomington City Ordinance, a joint inspection of the Premises will be scheduled by Landlord to determine the condition of the Premises.

(a) **MOVE IN:** An inventory and damage list will be prepared at the time of the move in inspection. If Resident fails to appear at the mutually agreed upon scheduled move in inspection, Landlord will conduct the inspection and leave a copy of the inventory and damage list for Resident. The list is incorporated by reference in this Lease. Resident shall have twenty-four (24) hours from the time of the move-in inspection to notify Landlord of any additions or corrections to the inspection and damage list.

(b) **MOVE OUT:** Resident must clean the Premises before vacating them. Landlord will schedule and conduct a joint move out inspection using the inventory and damage list from the move-in inspection. Resident will be charged for cleaning of items Resident fails to clean adequately.

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, provided Landlord prevails in any such legal action.

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 before receiving any personal property. Landlord and Resident agree that charges for packing, moving, and storage will be Thirty-Five Dollars (\$35.00) per hour, per person. Landlord will not release any personal property from storage until all packing and storage fees are paid.

29. KEYS: A minimum lockout charge of Fifty Dollars (\$50.00) will be charged to Resident's account for afterhours lockout service calls received between 4:00 p.m. and 10:00 p.m. Monday through Friday or between 9:00 a.m and 10:00 p.m. on weekends. A minimum lockout charge of One Hundred Dollars (\$100.00) will be charged to Resident's account for after-hours lockout service calls received between 10:00 p.m. and 9:00 a.m. or on holidays. Lockout charges will not be assessed for lockout service calls received during regular

weekday business hours (9:00 a.m. to 4:00 p.m.). The charge shall accrue at the time the request is made, regardless of whether the request is later cancelled. Resident must show identification to obtain lock-out service. At the expiration of the Term of this Lease, Resident must return all Premises keys to Landlord. If all keys are not returned Resident will pay a minimum lock replacement fee of Fifty Dollars (\$50.00). 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.

30. SMOKE ALARMS and CO2: Resident shall immediately report any broken or malfunctioning smoke alarm or CO2 detectors to Landlord. Resident shall not remove, disable or tamper with smoke alarms or CO2 detectors in the Premises and/or common areas. A penalty of **One Hundred Fifty Dollars** (\$150.00) shall be charged to Resident on the first instance of intentional damage, disassembly or removal of a smoke alarm or CO2 detectors at the Premises and a penalty of **Two Hundred Dollars** (\$200.00) shall be charged for each succeeding violation. No penalty will be assessed for malfunctioning equipment that is timely reported to Landlord.

Indiana State Code requires landlords to deliver their rental units to tenants equipped with functioning smoke detectors and for the tenants to acknowledge this in writing at the time they take over the property **by signing a Smoke Detector Compliance Form, found at www.bloomington.in.gov/hand**. It is the tenants' responsibility to make sure the smoke detectors remain functional and are not disabled. It is the tenants' responsibility to replace batteries in the smoke detectors as necessary. If the tenants believe a smoke detector is not functioning properly, they must inform the landlord in writing by certified mail (return receipt requested) to rectify the situation. If the landlord fails to turn the property over with functioning smoke detectors, or does not rectify a problem with a smoke detector within seven (7) days of receipt of written notice by certified mail, then fines will be assessed against the landlord.

31. 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.

32. NO WAIVER OF TERMS: No failure by Landlord to insist upon the strict performance of any term or condition of this Lease 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 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.

33. 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.

34. RULES AND REGULATIONS: The rules and regulations attached in the Addendum 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.

35. ACCESS TO PREMISES: Resident will allow access to the Premises by Landlord or its agents, with reasonable notice and 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 done monthly.

36. RENTAL APPLICATION: The Rental Application is incorporated as an Addendum by reference into this Lease. Resident affirms the representations in the Application to be true and correct. Falsification or misrepresentation of the information required on the Application is a breach of the Lease, giving Landlord the right to cancel this Lease and repossess the Premises. **NO ORAL STATEMENTS MADE BY LANDLORD'S EMPLOYEES OR AGENTS ARE BINDING UPON LANDLORD UNLESS REDUCED TO WRITING.** All agreements affecting Lease terms will be made by Parties in writing.

37. JOINT AND SEVERAL LIABILITY: Each person signing this Lease 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. Resident means each person who signs the Lease as Resident or Guarantor.

38. CONFIDENTIALITY: Tartan 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, and other Residents signing this Lease. Resident agrees that Tartan is not liable for any breach of this confidentiality.

39. MOVE OUT: Resident agrees upon move-out (which will be conducted between the hours of 8 am and 10 PM) to follow all instructions for cleaning and vacating the Premises. Resident will be required to replace all burned out bulbs and any smoke detector batteries as required by City of Bloomington Ordinance.

40. RIGHT OF ACCESS: Owner or its representatives may, upon reasonable notice to Resident (except in the case of an emergency, in which case no such notice is required), enter upon the Premises for the purpose of inspecting, making repairs, replacements or alterations, and showing the Premises to prospective purchasers, lenders or lessees. During the last ten (10) months of the Term, Owner shall have the right to display one or more "For Rent" signs on or about the Premises.

41. INTERNET:

The Landlord does not provide technical support for Resident's internet connection. The internet service is provided on an "as is" or "as available" basis without any warranties from the Landlord or the service provider. In addition, the Landlord is not responsible for the safety of any transactions performed on Resident's computers while using this internet connection. Resident must take their own steps to protect the integrity of the information on their computers from hackers. Landlord recommends that Resident get their own dedicated internet connection if they rely heavily on the internet for school, work, or gaming.

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

1. Rules and Regulations;
2. Summary of Tenants/Owners Rights & Responsibilities; and
3. Rental Application and Emergency Information

RESIDENTS: Any person living in the Premises for more than three (3) days must sign this Lease.

GUARANTORS: Guarantor requests Landlord to enter into this Lease, and Guarantor personally guarantees all sums jointly and severally owed by Resident.

[SIGNATURE PAGES TO FOLLOW]

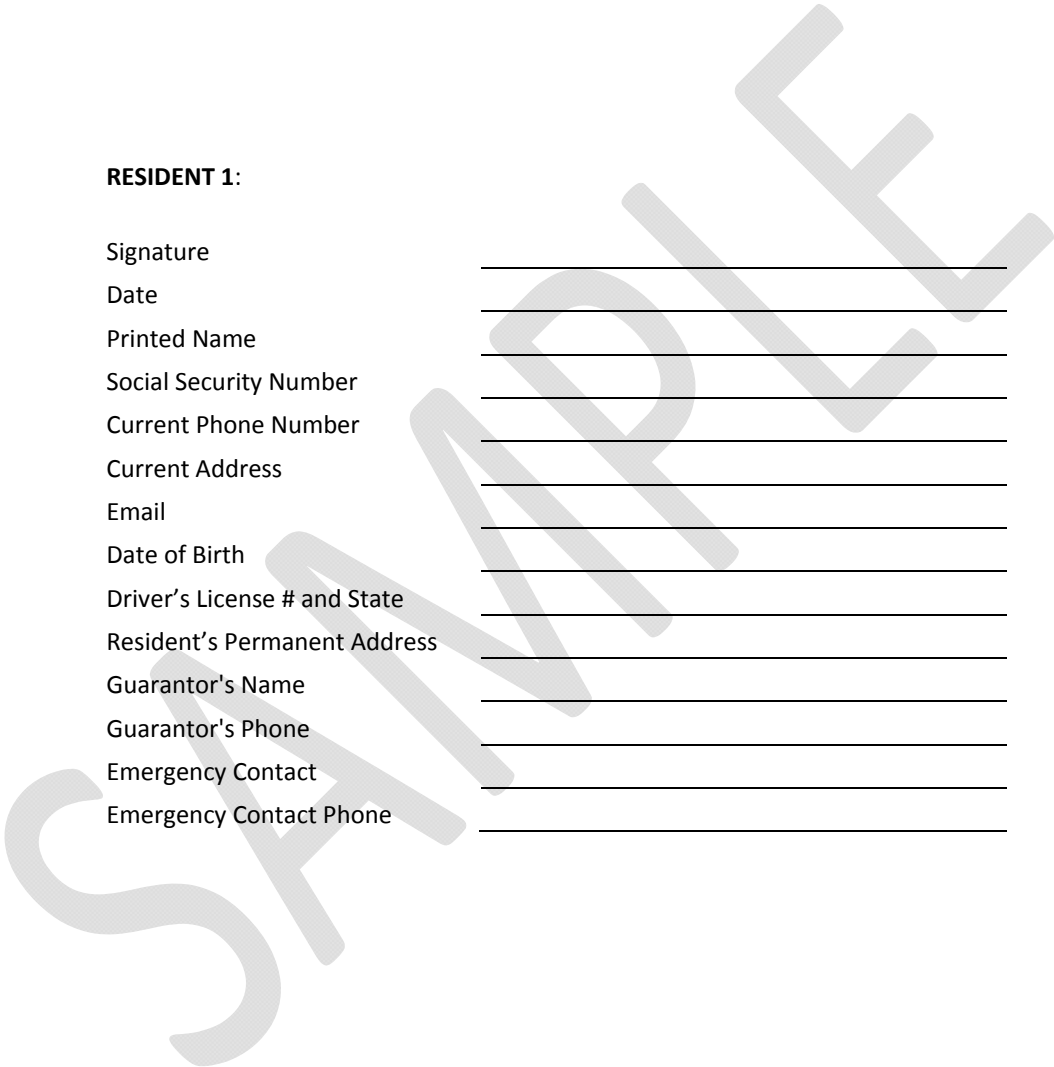
LANDLORD:

Bloomington Kirkwood II, LLC

DATE:

RESIDENT 1:

Signature _____
Date _____
Printed Name _____
Social Security Number _____
Current Phone Number _____
Current Address _____
Email _____
Date of Birth _____
Driver's License # and State _____
Resident's Permanent Address _____
Guarantor's Name _____
Guarantor's Phone _____
Emergency Contact _____
Emergency Contact Phone _____



Addendum to Lease

- Rules & Regulations -

For the protection and safety of all Residents and their families, guests and invitees, the following rules apply to apartments and common areas:

1. Common areas, sidewalks, entrances, lobbies, hallways, or stairways of the Premises will not be used for any purpose other than entry and exit. Furniture, equipment or personal articles will not be placed or stored in any common areas, permanently or temporarily. We may remove any such items at any time, at your expense, including storage costs.
2. All equipment located in the Premises and Apartments will be used in a reasonable and careful manner. Equipment includes such items such as toilets, sinks, counters, appliances or other fixtures. If you or your family, guests or visitors use any equipment in a manner which causes damage to the equipment, you shall be responsible for the costs of repairing or replacing it.
3. Satellite dishes are not allowed unless written authorization is provided by the Landlord
4. Holes will not be drilled in the Apartment without our prior written consent, nor will any nails, hooks, or screws be used on any floors, doors, windows, tub, shower, appliances or fixtures in the Apartments.
5. Nothing will be fastened to the floors, doors, windows, walls appliances or fixtures in the Apartments or the exterior walls or porches of the building.
6. The balcony or terrace of the Apartments will not be altered, nor will the balcony or terrace be used for storage of personal property.
7. No towels, rags, rugs, laundry or other items will be hung from any balcony or terrace, nor will anything be thrown or dropped from the windows, balcony or terrace.
8. Nothing will be brought into the Apartments or Building which increases the risk of fire or liability. Things which would cause an increased risk of fire include flammable oils, fluids, propane, benzene, gasoline, kerosene or other hazardous materials.
9. Cooking or barbecuing is not allowed on a porch, patio, balcony or within 15 feet of the building.
10. No sign, flags, advertisement or notice visible to the outside will be placed on the outside or inside of any Apartment or the Building.
11. Locks on the doors leading to the Apartments may not be added or changed without Landlord's consent.
12. Items which weigh more than we determine is reasonable for the floor loading of the Apartments are not permitted. You must check with the Landlord before bringing heavy items into the Apartments.
13. Pets are NOT allowed in the Apartments or Building
14. All Residents will conduct themselves and required their family, guests, and anyone they invite to the Building to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment or constitute a nuisance. Noise and orders or any actions or conditions which causes unreasonable disturbance to the other Residents or Tenants or interferes with the rights, comforts, or convenience of the other residents are not permitted.
15. You are responsible for the conduct of your family, friends, guests, and anyone whom you invite into the Building. Acts of family, friends, guests and invitees in violation of the Lease may be deemed a default under the Lease.
16. We will make efforts as the law permits us to stop neighbors from disturbing the peace, but we cannot be responsible for controlling actions of other residents or their families, guests or uninvited guests. IF you are seriously disturbed by activities at your neighbor's apartment, please call the police.
17. Trash needs to be disposed of in the designated garbage area and not in hallways, stairways, lobby or balcony's.
18. Parking areas will be used only to park motor vehicles and for loading or unloading motor vehicles.
19. NO oversized vehicles, commercial vehicles, recreational vehicles, boats, trailers or other oversized vehicles may be parking on the property.
20. All ordinances regarding fire lanes will be obeyed. Any vehicle in a fire lane, no parking area or blocking a fire hydrant, refuse container, another vehicle, sidewalk, walkway or otherwise illegally or improperly parked may be towed by the Landlord without notice at the vehicle owner's expense. Neither the Landlord nor the management agent, employees or contractors shall have any liability for any damage or theft of vehicles in connection with the removal of a vehicle.
21. We may remove any vehicle at the owner's expense if it reasonably appears to the Landlord that the vehicle is abandoned, inoperable, does not display license plates or the plates/registration is expired.
22. Repair to the vehicle on the property is prohibited.
23. Vehicles may not be washed on the property.
24. Internet Rules: File Sharing is NOT allowed and Landlord may limit Residents use of the internet if Residents uses excessive bandwidth. The server in the building may go down which will affect the connectivity to the internet. The Landlord will attempt to reset the server within 24 hours.

The PMC is divided into 7 Articles. A brief summary of those articles and how they apply to both property owners and tenants is outlined below.

Article 1; Administration and Enforcement

- * Scope and intent of the code: To protect rental occupants and the property they occupy.
- * Right of entry by inspector and the owner: Code allows the owner or agent the right to enter the property at reasonable times in order to comply with the PMC.
- * Right of appeal: Any person affected by the code may appeal to the Board of Housing Quality Appeals.

Article 2; Definitions

- * Article 2 defines all relevant terms used in the PMC.

Article 3; General Requirements

- * Regulates premises conditions, such as: Sanitation, grading, weeds and accessory structures.
- * The exterior and interior of the structure shall be maintained structurally sound, protect the occupants from the environment and be sanitary.

Article 4; Light, Ventilation and Space Requirements

- * Each unit shall meet minimum light and ventilation requirements. In general all spaces or rooms shall be provided sufficient light and vent so as not to endanger health and safety.
- * Each unit shall have minimum square footage requirements for each occupant. The minimum bedroom requirement is 70 sq. feet for 1 occupant or 50 sq. feet for each occupant thereof. (However, zoning restrictions may reduce total occupant load; see your permit for exact total.)

Article 5; Plumbing Facilities and Fixture Requirements

- * Each unit must include its own plumbing facilities which operate properly, can be used in privacy, are adequate for personal cleanliness and disposal of human waste and if provided, all kitchen fixtures shall function as indicated.

Article 6; Mechanical and Electrical Requirements

- * Sets the minimum requirement for heating and cooking equipment: All equipment shall function as it was designed and all units shall be capable of maintaining a room temperature of no less than 65 degrees.

Continued →

- * Sets minimum requirement for electrical systems and required outlets: Every habitable room shall contain no less than 2 separate outlets one of which may be switched. (one may be a ceiling fixture)

Article 7; Fire Safety Requirements

- ◆ Outlines emergency egress, fire resistance ratings and fire protection systems. Every sleeping room must have approved, direct means of egress/exit to the exterior.

Indiana State Code requires landlords to deliver their rental units to tenants equipped with functioning smoke detectors and for the tenants to acknowledge this in writing at the time they take over the property by signing a **Smoke Detector Compliance Form, found at www.bloomington.in.gov/hand**. It is the tenants' responsibility to make sure the smoke detectors remain functional and are not disabled. It is the tenants' responsibility to replace batteries in the smoke detectors as necessary. If the tenants believe a smoke detector is not functioning properly, they must inform the landlord in writing by certified mail (return receipt requested) to rectify the situation. If the landlord fails to turn the property over with functioning smoke detectors, or does not rectify a problem with a smoke detector within seven (7) days of receipt of written notice by certified mail, then fines will be assessed against the landlord.

Bloomington Municipal Code Title 6 allows the City to issue tickets of up to \$50 for improper storage or disposal of trash. Title 6 also allows the City to issue tickets of up to \$50 for grass or weeds over 8 inches in height. Take care of the property you live in and avoid tickets.

Use this brochure!

This brochure should be filled out and signed by all parties. Copies of this summary and the joint inspection should be retained by all.

_____	_____
Date	Signature/Tenant
_____	_____
Date	Signature/Tenant
_____	_____
Date	Signature/Tenant
_____	_____
Date	Signature/Tenant
_____	_____
Date	Signature/Owner/Agent

Rental Information for Bloomington



**If you don't read anything else,
make sure you read this!**

**TENANTS' AND OWNERS'
RIGHTS AND
RESPONSIBILITIES**
City of Bloomington Housing and
Neighborhood Development
(HAND)
(812) 349-3420
P.O. Box 100
401 N. Morton St.
Bloomington IN 47402

Property address: _____

Revised August 6, 2008



♦ **RENTAL OCCUPANCY PERMITS**

Always review the Rental Occupancy Permit prior to signing a lease. The housing Property Maintenance Code (PMC) of Bloomington exists to protect the public health, safety and welfare in all rental units. The code establishes minimum maintenance standards, basic equipment and facilities standards and is to be construed as to prevent unsafe living conditions for all. The Code requires that all rental properties in the city, with a few special exceptions, must be inspected and have valid Rental Occupancy Permits. The Permit has valuable information, and the owner of the property should have a copy posted in the unit.

The Rental Occupancy Permit will tell you:
⇒ The number of legal bedrooms.
⇒ The legal number of tenants allowed to occupy the unit.
⇒ Variance information. Some properties in Bloomington have been granted variance from the code. Many of these variances have conditions that must be met in order for the variance to be valid.
⇒ The date the property was last inspected and the date the permit expires.

CHECK THE FOLLOWING WHEN YOU SIGN YOUR LEASE

- 1) The maximum occupant load for my unit is _____ / _____. (Number / Initial)
- 2) I have reviewed the Rental Occupancy Permit for the unit I am renting. _____ Initial



Do you know how to use a fire extinguisher?
Fire extinguishers can save lives if used properly.

♦ **A JOINT INSPECTION OF THE PROPERTY IS REQUIRED.**

1. **MOVE IN:** An owner must arrange, with the tenant, a joint inspection of the unit within 10 days of occupancy. The owner and the tenant shall jointly complete an inventory and damage list. This shall be signed by all, duplicate copies shall be retained by all and shall be deemed part of the tenancy agreement.

2. **MOVE OUT:** The owner shall contact the tenant and arrange a joint inspection at the end of the tenancy and prior to a new occupant. Any damages to the unit shall be noted on the list and signed. Any portion of the damage deposit due the tenant is to be refunded within 45 days provided that the tenant provide the landlord a written forwarding address.

Tenants: if available and if not part of your existing lease, list your permanent or forwarding address here:



Check your smoke detector once a month. Let your landlord know right away if there is a problem with it.

Note: Acting in good faith, if the owner is unable to schedule the inspection, he may show compliance by producing the following: a copy of a letter to the tenant stating the time and place of the inspection and a normal business record showing the letter was mailed to the tenant by first class mail at least two days prior to the inspection. The owner shall note on a signed and dated inspection report any damages which exceed normal wear and tear and retain that summary for a minimum of the present lease period and two subsequent lease periods, or for a period of four years, whichever is less.



Your unit should be clean when you move in and when you move out.

KNOW WHO TO CONTACT IF YOU HAVE PROBLEMS OR QUESTIONS

The code requires disclosure of who manages or owns the unit and their usual address. This information is to be kept current.

Owner/manager contact information:

Name _____
Address _____
Phone _____

♦ **PROBLEMS WITH THE RENTAL UNIT**

If you experience problems with your rental unit, call your landlord/agent and report the problem to them. Agree on a time by which the problem is to be rectified. If the problem is not rectified by the agreed time and the problem is a violation of the PMC, you may file a complaint with HAND at 349-3420. Complaints must be signed prior to an inspection being conducted. The complaint inspection shall be limited to the items complained about unless the officer finds the unit in such repair that a complete inspection is required to effectuate the code.

Following is a very brief summary of the Property Maintenance Code (PMC). If you want to review the complete code, it is on the World Wide Web at, www.city.bloomington.in.gov

Note: The code prohibits retaliatory eviction or the threat of such action for requesting an inspection as provided for in this code.



APPLICATION FOR LEASE

(ALL RESIDENTS APPLICATION FORMS TO BE ATTACHED)

SAMPLE