

LEASE AGREEMENT
-NEW LEASE-
ADDRESS – YEARS

This lease agreement is made this ____ day of _____ by and between Jeanne Walters Real Estate, LLC for **(Owner)** hereinafter referred to as the LANDLORD, and **(Tenants)** hereinafter referred to jointly and severally as the TENANT(s).

Total amount due to Jeanne Walters Real Estate in consideration for said property prior to possession:

Security Deposit: \$ ____ **(due with application)**

August 2016/2017 (move-in/move-out installment): \$ ____ **(due at lease signing)**

Re-key fee: **\$75 (due at lease signing)**

Pet Deposit: \$ ____ **(due at lease signing)**

Total Due at Lease Signing: \$ ____

Article 1: Terms and Rent

- 1.1 Premises and Tenants:** In consideration of the rent received and the promises made herein, the LANDLORD leases and the TENANT rents the premises at **(Property Address)** to be occupied by the TENANT, who are the following persons, and no others:

TENANT NAME(S)

- 1.2 Term:** The term of this lease is **365 days**, beginning on **LEASE START DATE** and ending on **LEASE END DATE**, unless terminated sooner according to any of the provisions set forth in this agreement.

- 1.3 Rent:** The total rent due for the full term of this lease is \$ ____ payable in advance in equal monthly installments of \$ ____ subject to any additional fees as set forth in this lease and contingent upon timely payment of the rent at the office of the LANDLORD, Jeanne Walters Real Estate, 107 E 6TH Street Bloomington, Indiana 47408, on the first day of each and every month during the term.

- 1.4 One Transaction Payment Policy:** Tenants are to submit rent payment as ONE TRANSACTION (either in the form of ONE CHECK or ONE FULL CASH PAYMENT) for the entire monthly amount. Additional checks or transactions are subject to a twenty dollar (\$20) fee per transaction. Monthly rent will be accepted at the earliest on the twentieth (20th) day of the previous month; any requests to prepay several months of rent in advance must be arranged with the property management office and may also be subject to the multiple-transaction fee, if applicable. Postdated checks will not be accepted at any time. Credit cards are not accepted.

- 1.5 Failure to pay:** The TENANT agrees to pay each installment of rent in full and on time at the address given above. The TENANT agrees that the failure to pay the full amount of any rent installment on or before the due date shall be a breach of this agreement and subject to the default provisions herein below. Furthermore, the TENANT agrees to pay a late payment charge of fifty dollars (\$50) if rent is not received by the office on or before the fifth (5th) of the month in which the rent is due. Another fifty dollars (\$50) will be charged if rent is not received by the fifteenth (15th) of the month in which rent is due. The TENANT understand that the LANDLORD has the right to file for an eviction if rent is not received by the end of the month in which rent is due that will result in the TENANT being charged a two hundred dollar (\$200.00) eviction processing fee. The TENANT also understands and agrees a bad check fee of thirty five dollars (\$35.00) will be assessed if payment is refused for any reason for any check tendered by the TENANT to the LANDLORD. The parties agree that all sums received by the LANDLORD or their agent will be applied first to rent due and unpaid invoicing (including utilities, if applicable, & tenant-related repair bills), then to any late charges and finally to any other sums due hereunder.

Article 2: Security Deposit

- 2.1 Security Deposit:** The LANDLORD hereby acknowledges that the TENANT has paid a security deposit of \$_____ as consideration for the LANDLORD'S execution of this lease agreement.
- 2.2 Deductions:** Deductions from the security deposit may be made by LANDLORD for the following charges:
- 2.2.1** Any delinquent rent or late fees.
 - 2.2.2** Actual or estimated cost of cleaning leased premises, including but not limited to carpet cleaning
 - 2.2.3** Actual or estimated cost of any repairs, replacement, painting or refurbishing of leased premises including but not limited to carpet, floor coverings, fixtures, systems, or appliances caused by anything other than reasonable wear and tear.
 - 2.2.4** Cost and expenses including reasonable attorney fees incurred by LANDLORD, arising TENANTS' breach of any lease provision
 - 2.2.5** Actual or estimated cost of re-renting the premises if the TENANT vacates the premises before the expiration of this lease
 - 2.2.6** Any unpaid utility bills, pet fees, or municipal fines
 - 2.2.7** Any other amounts owed under this lease
 - 2.2.8** To determine which damages may be deducted from the security deposit, the LANDLORD or their agent and the TENANT agree to conduct joint inspections of the leased premises, both prior to the TENANT'S taking possession and at the TENANT'S vacating the premises, in accordance with Bloomington Municipal Code section 16.12.040.
- ***Nothing in this section shall limit the LANDLORD'S right to recover amounts owed by TENANT in excess of the security deposit.
- 2.3 Security Deposit is not to be used as Rent:** The TENANT understands that this deposit is not prepaid rent.
- 2.4 Return of Security Deposit:** If, upon expiration of this lease, the TENANT is not in default and has complied with all the terms of this lease, the LANDLORD promises to return the security deposit within forty-five (45) days after the TENANT has vacated the leased premises, provided forwarding address information for all tenants, and has returned all keys to the LANDLORD.
- 2.5 Forfeit of Deposit:** IF, FOR ANY REASON, THE TENANT FAILS TO BEGIN THIS LEASE, THE FULL AMOUNT OF THE DEPOSIT IS FORFEITED.

Article 3: Use and Occupancy

- 3.0 Move-In/Move-Out:** No Early Move-Ins and No late Move-Outs. Positively no storage of furniture and personal possessions before lease begins nor after it terminates. Personal property stored anywhere on premises after the lease expires shall be deemed abandoned and may be disposed of as LANDLORD sees fit.
- 3.1 Utilities:** The TENANT agrees to have utilities transferred into their name for the time of possession. Any non-transferred or unpaid utility may result in a penalty. The TENANT also agrees to pay, when due, all charges for all utilities and services consumed on or rendered to the premises. TENANTS are responsible to leave utilities in service for the entire lease term, including any period of vacancy. Tenant shall maintain the house/apartment at a temperature at or above 58 degrees during winter months to prevent frozen pipes. Tenant shall maintain the house/apartment at or below 82 degrees during the summer months to prevent mold and mildew. Failure to maintain these temperatures will result in a \$100 fee plus the costs of repair.
- 3.2 Parking:** Vehicles may only be parked in parking lots or designated parking areas. TENANT agrees not to park on grass areas, sidewalks, shared driveways, and in alleys. Parking in these areas may result in up to a five hundred dollar (\$500) fine per occurrence and may result in vehicles being removed at owner's expense. LANDLORD and towing company will not be held liable for any damages to vehicle. Further, damages done to lawn, sidewalks, etc. will be paid for by the TENANT.

- 3.3 Subletting:** The TENANT agrees not to sublet nor assign the premises without the prior written consent of the LANDLORD. Consent will be denied if TENANT has any unpaid balance, otherwise consent will not be unreasonably withheld. Any such sublet or assignment without the LANDLORD'S consent shall be voidable at the LANDLORD'S option. All TENANT(S) must sign the sublet agreement before it is official. The TENANT agrees that there will be a \$100 administrative fee assessed for each subleasing or agreement. The TENANT understands that any assignments of this lease will **not** release the original TENANT from liability there under. Furthermore, the LANDLORD will retain the original TENANTS' security deposit until the end of the lease term. The LANDLORD may require an additional security deposit from the subletter and will exhaust the subletter's deposit before making any claim against the TENANTS' original deposit. If it is found that the property has been sublet without consent of the LANDLORD a fine of \$1000 per occupant shall be applied.
- 3.4 Possession of the premises:** The TENANT acknowledges that the TENANT will inspect the premises upon move-in with the LANDLORD and is satisfied with its physical condition, except as noted on the move-in inspection paperwork. The TENANT understands that, by taking possession of the premises in its present condition, the TENANT accepts the premises as being in good order and repair. The TENANT further understands that the LANDLORD has promised no repairs or improvements except as noted on the move-in inspection paperwork. The LANDLORD hereby expressly warrants that, to the best of their knowledge and belief, the leased premises are fit for human habitation, are in a safe and sanitary condition, and are in compliance with applicable building and housing codes. As long as the TENANT is not in default under this agreement, the LANDLORD promises that the TENANT shall be entitled to peaceably possess and enjoy the leased premises.
- 3.5 Use of the Premises:** The TENANT hereby promises not to use the premises or any part thereof, nor allow the premises to be used, for any purpose other than as a private dwelling; nor shall the TENANT allow any person other than the TENANT to use these premises as a private dwelling. The TENANT agrees not to use or permit the use of the premises for any unlawful purposes or in violation of any law, order, or regulation of any governmental authority or of any restrictive covenant relating to the use or occupancy of the premises. The TENANT further agrees not to damage or to misuse, or to permit damage or misuse, of the premises. In addition, the TENANT promises:
- 3.5.1** Tenant(s) agrees to keep the premises, its fixtures, and equipment at all times in a clean and presentable condition, free of pests and vermin, and in good repair subject to the Landlord's obligation to keep the equipment and appliances in good repair and working order. Tenants are responsible for pest treatment or rodents after 30 days of occupancy. Violations could result in fines up to five hundred dollar \$500 per occurrence.
- 3.5.2** Tenant(s) agrees to use only those window coverings that are approved by the LANDLORD and not to install any drapery rods or other window covering devices without the LANDLORD'S prior, written consent.
- 3.5.3** Tenant(s) agrees not to drill into, disfigure, install or modify any part of the building or grounds, or allow the same to be done without the prior, written consent of the LANDLORD.
- 3.5.4** Tenant(s) agrees not to paint, paper or decorate any part of the building or allow the same to be done without the prior, written consent of the LANDLORD.
- 3.5.5** Tenant(s) agrees not to install, change or alter any lock or security device, prepare any extra keys for any lock or security device, or allow the same to be done without prior, written consent of the LANDLORD.
- 3.5.6** Tenant(s) agrees not to spray, apply or use any herbicides, insecticides, pesticides, or any other chemical agents or allow the same to be done without the prior, written consent of the LANDLORD.
- 3.5.7** Tenant(s) agrees not to put ANY articles in the toilets, sinks, showers, or tubs that would disrupt normal operation (such as, but not limited to sanitary napkins/tampons, paper towels, and other cellulose material). ONLY toilet paper can be flushed down the toilet. TENANT agrees to purchase a plunger. In the event your toilet overflows with water, please turn off the shut off valves located behind the toilet to the off position. Notify the office at once. TENANT is responsible for any and all damage done by overflowing toilets.
- 3.5.8** Tenant(s) agrees not to use the roof(s) for sunbathing or other purposes.
- 3.5.9** Tenant(s) are responsible for all repair bills due to tenant negligence.
- 3.5.10** Tenant(s) are not permitted to remove working batteries or tamper with properly functioning smoke detectors. If a tenant does tamper with smoke detectors, TENANT will be financially liable for any potential damages incurred in addition to a potential five hundred dollar (\$500) fine from the LANDLORD.

***Upon expiration or other termination of this lease, the TENANT agrees to surrender the premises in as good a condition as they were at the beginning of the term. TENANT agrees any default of the items listed in 3.5-3.5.10 will result in forfeiting the deposit immediately.

3.6 Repairs and Maintenance: The LANDLORD agrees to keep the structure of the premises in habitable condition by making necessary repairs upon timely notice to the LANDLORD. The TENANT promises to notify the LANDLORD or their agent immediately of any damage or of any equipment or appliance malfunction which could cause additional damage to the premises if not repaired promptly. The LANDLORD will schedule appropriate repairs upon receiving notice. Refer to the Tenant Handbook for further information regarding maintenance. If maintenance is requested by TENANT the service provider shall arrive and be allowed access by the TENANT or a key provided by the LANDLORD. If upon arrival for repairs the TENANT does not allow access to the provider the TENANT will incur a service call charge due upon receipt. The following are TENANT and LANDLORD obligations:

3.6.1 Light bulbs, smoke detectors, and fire extinguishers: At the time of move-in, the LANDLORD will have batteries in all smoke alarms and provide a current and working fire extinguisher. The TENANT agrees that it is his/hers/their responsibility to supply light bulb replacements, battery replacements for smoke detectors/alarms, and conduct a monthly inspection of the fire extinguishers. The property should be in the same condition upon move-out as it was at move-in. Tenant(s) are not permitted to remove working batteries or tamper with properly functioning smoke detectors. If a tenant does tamper with smoke detectors, TENANT will be financially liable for any potential damages/fines incurred in addition to a potential five hundred dollar (\$500) fine from the LANDLORD.

3.6.2 Entering the Premises: The LANDLORD promises to enter the premises for purposes of making inspections, repairs, or improvements/remodels only after giving reasonable, advance notice to the TENANT and only during reasonable hours. The LANDLORD promises that neither the LANDLORD nor their agent shall intrude unnecessarily into the TENANTS' personal effects during any entry upon the premises as long as this agreement is in effect. Furthermore, the Tenant agrees that the Landlord or its agents may enter the leased premises without prior notice if the Landlord or its agents reasonably believes that an emergency exists which requires immediate entry without notice.

3.6.3 Prompt repair: Upon move-in (or renewal inspection) the maintenance for the leased property may not be complete, but LANDLORD will try to complete in a timely manner. The LANDLORD agrees to repair promptly the premises, its fixtures, or equipment when necessary because of the misuse or negligence by the TENANT, the TENANT'S family, or guests. However, the TENANT agrees that, in the event of TENANTS' misuse or negligence, the cost thereof shall be itemized on statements sent to the TENANT and the amount due shall be payable to the LANDLORD on receipt of the statement; if the amount is not paid within ten (10) days, it shall be regarded as additional rent, payable on demand with any installment of rent thereafter becoming due and payable. If the leased premises be partially damaged by fire, accident, or natural disaster, the LANDLORD promises that repairs shall be made as speedily and conveniently as possible, and the TENANT agrees that no reduction of rent shall be allowed to the TENANT while such repairs are being made. In case damage is so extensive that the premises are uninhabitable, the TENANT'S obligation to pay rent shall cease until such time as repairs are completed, at which time the TENANT shall retake possession of the premises. In the event of substantial destruction of the premises by fire, accident, or natural disaster, or in the event of damage so extensive that repairs cannot, in the opinion of the LANDLORD, be completed within ninety (90) days, or if the LANDLORD decides to rebuild, then the rent shall be due only up to the time the damage or destruction and all the TENANT'S interest in the leased premises shall terminate and this lease will be void. In any case, the LANDLORD shall have no responsibility to provide or locate other living accommodations for the TENANT.

3.6.4 Yard maintenance and snow removal: The LANDLORD of leased premises shall be responsible, at their expense, for cutting the grass. The TENANTS are responsible for keeping the walks and steps free of snow and ice in accordance with municipal regulations. *TENANTS may be financially liable for violating municipal regulations and violation fees from the landlord including costs of fees for removal of snow, if necessary.*

- 3.6.5 Miscellaneous maintenance:** The terms hereunder are to be known by both TENANT and LANDLORD: No use of Drano/or other liquid cleaners for plumbing problems. TENANT is required to obtain a strainer used for bathtubs (to catch hair). Tenant will assure that garbage disposal is used for food or similar biodegradable waste and NOT foreign objects like glasses, plates, bottle caps, silverware et cetera. Further, it's not just non-food items that cause problems, hard and stiff rinds, fibrous foods, and very fatty foods and oils are also NOT to go into the disposal. TENANT shall be responsible for any stoppage of any drain pipes for the premises, including the stoppage of kitchen food disposal and toilets; unless TENANT can show that the stoppage resulted from a cause beyond control of the TENANT. Costs of fixing, repairing or replacing a jammed garbage disposal due to the above items' presence will be the responsibility of TENANT.
- 3.7 Refuse disposal and recycling:** The TENANT understands that the TENANT is responsible for disposing of the TENANTS' trash and garbage in approved containers, and agrees to do so in compliance with the Bloomington Trash Code, a copy of which is available with this lease agreement. *TENANT may be held financially liable for violating the Bloomington Trash Code. In addition, the TENANT may incur up to a five hundred dollar (\$500) fine per occurrence from the LANDLORD.* Recycling services are available in Bloomington, and recycling collection service may be available for the leased premises. The TENANT is encouraged to participate in recycling. The LANDLORD'S agent has additional information available.
- 3.8 Pets:** **APPROVED FOR THIS PROPERTY. See Pet Addendum.** Unapproved pets discovered on this property will be subject to immediate removal of the premises, and lease violation fees, which will be equivalent to one month's rent. ANY animal on the premises for ANY reason will be breach of this provision and you agree that the security deposit shall be forfeited immediately. THIS ALSO APPLIES TO VISITING PETS. There will be no exceptions. Tenant acknowledges and agrees s(he) shall be responsible for any and all damage caused from such pet(s) on the leased premises and/or other areas of the building. If a pet is approved for the property with the LANDLORD's consent, there will be a \$300 non-refundable deposit prior to housing the pet. A pet addendum will need to be signed by all lessees prior to housing the pet. See pet addendum for additional information.
- 3.9 Guests:** The TENANT may entertain guests on the premises at any time, overnight or otherwise, provided that each such guest shall not disturb the peace or otherwise violate the provisions of this agreement, or stay beyond a reasonable time. The TENANT agrees to notify the LANDLORD of any guests' staying longer than two (2) weeks. Any guest staying beyond two weeks shall be considered a breach of this agreement. If the LANDLORD has not been properly notified and finds that guests are staying longer than two weeks, the TENANT will need to remove the guests from the premises immediately and may incur a \$1000 fine per guest per month.
- 3.10 Access to the premises:** The TENANT agrees that the LANDLORD or their agent shall have the right to enter the leased premises at reasonable times and after giving the TENANT reasonable notice for purpose of showing the premises to prospective buyers or tenants. LANDLORD may place a lock box on the door of the leased premises with a key to the premises therein.
- 3.11 Acceleration Clause:** If the TENANT fails to pay any installment of rent in full within 10 days after it is due or fails to comply with any term of this agreement or if any conduct of the TENANT, the TENANT'S family or guests is in violation of any term of this lease or of any local laws, ordinances, and regulations, the TENANT understands and agrees that the LANDLORD may, pursuant to I.C. 32-7-1-1 et seq., give the TENANT ten (10) days notice to quit the premises, after which time the LANDLORD may terminate the TENANT'S interest in this lease immediately without further notice, and it shall thereafter be unlawful for the TENANT to remain in possession of the premises for even one (1) day. The TENANT understands that, upon such termination, the LANDLORD may through the legal procedures provided in I.C. 32-7-3-1 et seq., reenter and take possession of the premises and have the TENANT and the TENANT'S personal properties removed there from. In the event of such legal eviction, the TENANT agrees to waive all claims for damages resulting there from and agrees to surrender possession of the leased premises immediately. The TENANT further agrees to reimburse the LANDLORD for all costs and expenses, including attorney fees and costs of collection, cost of eviction, that may be incurred as a result of enforcing this lease by legal action or otherwise.

3.12 Abandonment: If the TENANT abandons the leased premises without having paid the rent for the entire term, the LANDLORD shall have the right to take possession of the premises and to rent the same as the TENANT'S agent without further notice to the TENANT and for such rent and upon such terms as the LANDLORD sees fit. In such case, the LANDLORD promises to make a diligent effort to re-rent the premises as soon as possible. The TENANT understands that the TENANT shall be liable to the LANDLORD for the difference between the balance of the rent due under this agreement and the actual rent received for the balance of the term; the TENANT also agrees to reimburse the LANDLORD for the reasonable costs incurred in re-renting the premises. The TENANT further agrees that, in case of such abandonment, the TENANT shall continue to be liable for all other obligations hereunder for the remainder of the term of this lease. The TENANT agrees that the TENANT'S failure to be present in the leased premises for thirty (30) days without having notified the LANDLORD in advance may constitute abandonment. Also, any occupancy of the leased premises for a period contrary to the term of the provisions of this lease may be regarded by the LANDLORD as abandonment or default, and the LANDLORD shall be entitled to the remedies provided in this lease. However, the LANDLORD is not limited to the remedies provided herein and may seek any other remedy at law or in equity.

3.13 Unreasonable disturbances: Resident at all times during the lease term shall conduct himself, and require other persons on the Premises with his/her consent to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of the peace.

3.14 Unfinished basements: The Tenant acknowledges that if the property has an unfinished basement the LANDLORD is not responsible for any damages to the TENANT property stored in the basement. This can be, but is not limited to flooding, seepage, etc. It is strongly recommended that the TENANTS does not store any of their personal belongings in the basement.

Tenants Initials: _____

3.15 Renters' Insurance: The Tenant is hereby advised to obtain renter's insurance for the tenant's personal property because the Landlord shall not be liable for any loss or damage thereto as a result of fire, accident, natural disaster, or other acts or conditions beyond the Landlord's control. The TENANT understands that paying rent secures the home, but does not guarantee TENANT possessions.

Tenants Initials: _____

3.16 Painting Policy: Every rental unit is turned over to the Tenant with the walls in "as new" condition. The walls of every unit are cleaned and painted, as necessary, upon the previous Tenant's move-out. Under normal conditions, many wear and tear marks can be cleaned, and if Tenant chooses to have landlord clean the unit upon move-out, these walls will be cleaned and the cleaning charges will be charged as an expense to the Tenant. Wherever nails, scotch tape, bookcases, shelves, etc., have been attached to a wall, the damage is no longer considered normal wear and tear and requires that the holes be spackled and patched. AS POLICY, LANDLORD WILL PAINT THE ENTIRE WALL WHENEVER A SPACKLED REPAIR HAS BEEN MADE; this expense will be charged to the TENANT. Also, some scuff marks cannot be cleaned, and these too will necessitate painting at TENANT's expense. Landlord also requires that all painting be done by a professional painting contractor, fully insured and bonded.

Article 4: Breach of Lease

4.1 Waivers: The parties understand and agree that a waiver by the LANDLORD of any promise or duty of the TENANT under this lease shall not be construed as a waiver or a breach of any other promise or duty of the TENANT, or of any subsequent breach of the same promise or duty. Only those waivers put in writing and signed by the parties shall operate as an absolute waiver of any provision in this lease agreement.

4.2 Void provisions: If any provisions of this lease shall be determined to be void or unenforceable, said determination shall apply only to that provision and shall not affect the continuing validity and enforceability of the remaining provisions of this lease.

- 4.3 **References:** The TENANT hereby authorizes the LANDLORD to check references provided by the TENANT. The TENANT understands that, if such reference check reveals any evidence of credit unworthiness, dishonesty, or undisclosed felony convictions, the LANDLORD may choose to declare this lease agreement in default as provided herein.
- 4.4 **Attorney Fees:** Either party to this lease agreement may be entitled to recover attorney fees and costs incurred as a result of exercising the remedies under this lease or seeking to enforce the provisions of this lease.

Article 5: Additional Provisions

- 5.1 **Notices:** All notices and demands authorized or required by law or under terms of this lease to be given to either of the parties hereto shall be deemed duly served upon the party to be served or its authorized agent by the delivery either in person or by first-class mail, postage prepaid, addressed to the address of the LANDLORD'S agent, in the case of notice served to the LANDLORD, or to the leased premises, in case of notice served to the TENANT. For purposes of receiving such notices and demands, each tenant named in this lease agreement as the TENANT hereby appoints the co-tenants as agent for receiving notice as described above.
- 5.2 **Disputes:** The TENANT understands that the LANDLORD or their agent are not responsible in any way for resolving disputes between or among the individual tenants named as the TENANT under this lease agreement; nor is the LANDLORD or their agent required to make adjustments or assume the loss for unpaid rent or other breach due to one or more tenants quitting and vacating the premises.
- 5.3 **Tenants' joint and several liability:** The TENANT understands that all persons signing this lease agreement are held jointly and severally liable for any breach of this agreement. This means that each tenant named above may be held responsible for the acts and omissions of the other tenants signing this agreement and their guests. Among the other obligations set forth herein, this means that each individual tenant signing this lease agreement is legally responsible for paying any portion of the rent left unpaid by any and all other tenants signing this lease agreement who either fail to pay rent or who vacate the leased premises before the expiration of this lease.
- 5.4 **No Smoking.** TENANTS agree that there is to be no smoking in the house by the tenants or guest(s) of tenants. If evidence of the tenants smoking in the house is found at the move-out inspection, tenant shall be charged for cleaning, painting, and any damages at 100% of cost.
- 5.5 **Locks and keys:** Landlord shall provide a lock for exterior doors. **No additional locks shall be placed on any doors, nor shall any locks be changed without LANDLORD'S prior notice (see section 5.1).** All locks will be re-keyed at the time of move-in and a \$75 fee will be charged to the TENANT. If a TENANT would like a room door lock installed it will be at the TENANTS expense and a copy of the key must be provided to the LANDLORD. Upon expiration of this lease, all keys, including mailbox keys plus duplicates, shall be returned to LANDLORD. If ALL original keys are not returned, the locks will be changed at TENANTS' expense.
***The cost for replacement of a lost key \$40.00. The cost for a lockout will be \$85.00.
- 5.6 **Cleaning upon move-out:** If tenant does not provide Notice (see Section 5.1) to LANDLORD within 10 days of the move-in date regarding discrepancies, it is understood that TENANT accepts the house or apartment as clean and TENANT will be responsible for leaving it clean upon departure. Prior to move-out, TENANT will schedule a move-out inspection. If the premises are not clean and vacant at the time of the scheduled appointment, TENANT will be assessed a seventy-five dollar (\$75) trip charge and will be required to reschedule the move-out inspection by the termination day and time.
- Upon departure, deductions from the security deposit may be made by LANDLORD for the following charges:
- 5.6.1 Refrigerator thoroughly clean inside and out, and underneath.
- 5.6.2 Cleaning stove, burners, drip pans (replace if necessary), oven and hood over stove inside and out.
- 5.6.3 Cleaning kitchen sink. Cleaning the kitchen floor, including around and under refrigerator and stove. Cleaning inside and outside of dishwasher; if applicable.
- 5.6.4 Cleaning all cupboards, closets and storage spaces.

- 5.6.5 Cleaning the bathroom(s). i.e.: Shower walls scrubbed down, bathtub and sink cleaned inside and out, toilet cleaned inside and out, medicine cabinet cleaned inside and out, soap dish scrubbed and cleaned, baseboards, walls, trim, & doors cleaned.
- 5.6.6 Vacuuming and professionally shampooing all carpet. Sweeping and mopping hard surface floors.
- 5.6.7 Washing all fingertip marks off walls.
- 5.6.8 Removing all tacks, nails, and tape from walls.
- 5.6.9 Cleaning all exterior doors inside and out; including thresholds.
- 5.6.10 Washing windows and window sills inside and out.
- 5.6.11 Cleaning light fixtures and replacing all nonworking light bulbs.
- 5.6.12 Replace all batteries in smoke detectors.
- 5.6.13 Clean all baseboards & trim throughout.
- 5.6.14 Removing all interior personal belongings and refuse.
- 5.6.15 Lawn maintenance, and refuse collection, if applicable
***Please be aware that all articles quite costly if neglected

5.7 **Entire agreement:** The LANDLORD and the TENANT agree that this instrument and any addenda attached hereto, which each understands and signs, embody their total and complete agreement regarding the terms and conditions of this lease, except as it may hereafter be modified and acknowledged in writing by both parties or their authorized agents.

Prepared by: Kelly Martel

Tenants:

	/ /				Photo ID <u>Copied?</u>
_____ Name	_____ Date	_____ Cell Phone	_____ E-mail	<input type="checkbox"/>	
_____ Name	_____ Date	_____ Cell Phone	_____ E-mail	<input type="checkbox"/>	

Jeanne Walters Real Estate, LLC:

Name	/ /	Date
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