

LEASE

Date: [Click or tap here to enter text.](#)

Between **Agent for LANDLORD: CRM Properties, Inc. of Howard County, Indiana**

LANDLORD: [Click here to enter text.](#) And **TENANT of Howard County, Indiana:** [Click here to enter text.](#)

LANDLORD hereby leases to TENANT and TENANT takes as TENANT upon the following terms and conditions, the premises, house, and appurtenances being located at: [Click or tap here to enter text.](#)

I. TERM

Start date of Lease term: [Click or tap here to enter text.](#)
Ending date of Lease term: [Click here to enter text.](#) **at midnight**

Unless either party has given the other one (1) month’s advance notice, or more, of the intent to terminate this lease at the end of the initial term, the lease will continue after the termination date on a month to month basis. If a new lease is not signed at the end of this lease and it goes month-to-month, a \$50.00 per month fee will be charged and will be added to the TENANT’S ledger making the total monthly amount due of [Click here to enter text.](#) per month beginning on [Click here to enter text.](#) until a new one year lease is signed.

II. RENT, PAYMENT AND SECURITY DEPOSIT

RENT

The RENT shall be per month, payable in advance on the 1st day of each month.

The breakdown of your monthly payment is:

Monthly Rent: \$ [Click here to enter text.](#)
Tenant Benefits Package: \$ [Click or tap here to enter text.](#)
Total monthly payment: \$ [Click here to enter text.](#)

A pro-rated RENT payment is due for the partial month resulting from a move-in date other than the 1st of the month.

Pro-rated Rent due date: [Click here to enter text.](#)

The breakdown of your Pro-rated RENT payment is:

Pro-rated RENT: \$ [Click here to enter text.](#)
Tenant Benefits Package: \$ [Click or tap here to enter text.](#)
Total pro-rated RENT payment: \$ [Click here to enter text.](#)

LATE FEE

A **LATE CHARGE** of **\$50 plus \$5 per day** shall be due for each day the RENT is late in addition to the stated RENT if the RENT is received more than **three (3)** days after the due date. Late fees will continue to be incurred until RENT is paid in full.

APPLICATION OF PAYMENTS

Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges and other fees owed by you; second to outstanding maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that you are responsible for; fifth to deposits or portions thereof due from you; and sixth to Rent.

FORM OF PAYMENT

Payments **MUST BE** made online through a secure webpage-Tenant portal. If payment is made in the office, dropbox or mailed a **\$35.00 payment processing fee** will be charged to the TENANT. **NO CASH WILL BE ACCEPTED.** Post-dated checks will not be accepted. Weekends and holidays do not delay or excuse Tenant’s obligation to timely pay. If a personal check or online payment is returned, a \$50.00 returned check fee will be charged and personal checks/online payments may no longer be accepted.

SECURITY DEPOSIT

TENANT will deposit with LANDLORD a security deposit in the sum of [Click here to enter text.](#) that will be returned to TENANT within 45 days upon termination of the lease if balance is paid, 30-day written notice has been given, keys and any applicable garage door openers have been returned to CRM Properties, and LANDLORD'S inspection reveals the premises is left undamaged, clean and in the same condition as received. The TENANT's security deposit **may not** be used to pay the final month of rent. Any cost of repairs, cleaning and the amount of unpaid rent, if any, all of which will be itemized and given to TENANT in writing will be deducted from the damage deposit if TENANT's forwarding address has been provided in writing to LANDLORD. If management of property changes during this lease, TENANT agrees that any monies owed to CRM Properties will be deducted from held deposit and balance will be forwarded to new management company or LANDLORD.

MOVE-OUT

TENANT must give a 30-day written notice prior to the end of the term of the lease, provide a forwarding address, and return keys and any applicable garage door openers to CRM Properties to signify you have vacated the property. Vacating prior to the lease end date will result in additional fees to the TENANT.

III. LANDLORD covenants and agrees:

POSSESSION: LANDLORD will put TENANT in possession of said premises and the owner of the property shall keep the structural improvements insured for casualty losses in a sum equal to the replacement cost.

MAINTENANCE: LANDLORD will provide and maintain the following items in good and safe working condition (**if provided on the premises at the time the rental agreement is entered into** as provided by I.C. 32-31-8-5): Electrical systems; Plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all times; Sanitary systems with the exception of clogged toilets and drains-these repairs will be the responsibility of the tenant; Heating, ventilating, and air conditioning systems (The heating system will be sufficient to adequately supply heat at all times); Elevators, if provided; and Appliances supplied as an inducement to the rental agreement, if any; provided however that TENANT must first promptly notify LANDLORD of any needed repairs before LANDLORD will have any duty to make such repairs, and LANDLORD shall have no duty to repair any damages caused by TENANT or TENANT'S guests except at TENANT's expense. LANDLORD will make such repairs as soon as reasonably possible after receiving notice.

APPLIANCES: [Click here to enter text.](#) is provided on this property. If a refrigerator is provided and malfunctions and causes food loss, neither CRM Properties nor the owner will reimburse the tenant for such food loss.

IV. TENANT covenants and agrees:

LEASE LIABILITY: All terms and conditions must be satisfied including paying rent until the expiration of the contract. You shall not be released from your liability under this LEASE due to business transfer, loss of job, marriage, divorce, loss of any residents on the premises, bad health, or for any other reason, except for involuntary military service.

PROPERTY USE: TENANT may use the property solely for residential purposes.

HOLDING OVER: If TENANT still occupies the premises past midnight on the [Click or tap here to enter text.](#) or the date on which you are notified to vacate, then TENANT will be required to pay a holdover penalty fee in the amount of \$150.00 for the first 4 days TENANT remains in the property. If TENANT remains in the property beyond 4 days, a full month's rent will be charged and a new written 30-day notice must be submitted. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession on the premises and damages from you.

SMOKING: Smoking of any kind (cigarettes, pipes, cigars, e-cigarettes, etc.) is prohibited in the dwelling. Tenant(s) not to allow guests to smoke in the dwelling. If anyone smokes on the premises outside of the residence, no cigarette or cigar butts shall be dropped or thrown on the premises. Smoking of any kind is a lease violation and can result in fees and/or eviction.

SUBLET: Not to assign this lease or sublet said premises or any part thereof; nor allow any other person to use the premises. **The maximum number of persons to occupy the premises is** [Click here to enter text.](#)

CLEANING and DAMAGE: TENANT shall be liable for any cleaning costs and damages to the premises during the term of this lease. TENANT shall immediately report any problems or damages to LANDLORD upon discovery or occurrence. Any damages

discovered during the occupancy of the property and are determined to be a tenant responsibility will be invoiced to the tenant and payment will be due in 10 days if the repair is not made by TENANT. Damages done while the property is occupied are not paid for out of the damage deposit held.

DOORKNOBS: TENANT shall not change or alter in any way doorknobs and deadbolts on the premises. If TENANT feels it necessary to have them changed, they are to contact LANDLORD, who, at their discretion, will make any changes to such locks. TENANT will be charged for the lock change.

LOCKOUTS: If TENANT is locked out of their unit, CRM Properties will unlock to the door after a \$50 fee is paid at the office. This will only apply during normal business hours. CRM Properties will come to the unit within 2 hours to unlock the door. If the lock out is after the office is closed, TENANT must call a locksmith.

TRASH: Trash must be disposed of in appropriate trash dumpsters or TENANT will be charged \$25 per bag. Large items such as furniture and mattresses are not to be left in or next to the dumpster. All large items need to be hauled off separately. Anyone found leaving large furniture items in or near the dumpster will be fined \$50 per item. A city trash tote [Click or tap here to enter text](#). provided at the property. If the trash tote is not on the property at the move-out inspection, tenant agrees to pay a \$150 fee for a replacement tote. TENANT will be responsible for coordinating with the city trash tote replacement during occupancy.

VEHICLES: TENANT shall not permit any vehicle to remain on the leased property which is not both currently licensed and in operating condition. Vehicles with flat tires or without wheels are not permitted. Vehicles may not be stored on jacks or blocks, or be parked on the grass or sidewalk. TENANTS and TENANTS guest may not repair or wash any vehicle on the premises. recreational vehicles/boats/campers are not permitted. Unauthorized or illegally parked vehicles may be towed, without notice. A vehicle is considered unauthorized or illegally parked if it has a flat tire or other conditions rendering it inoperable, takes up more than one parking space, or belongs to a resident who has surrendered or abandoned the apartment.

GUESTS: Tenant shall be responsible for the conduct of Tenant's guest, friends, invitees and other persons who are on the leased property with the Tenant's permission.

PETS: NO PETS are allowed in or on the premises unless specifically permitted. This includes any type of pet sitting or guests with pets visiting. Failure to comply with these terms could result in an eviction. If pet(s) are permitted; TENANT(S) must sign a pet addendum prior to allowing a pet on the property. Service animals or assistance animals are not considered pets; however, communication must still be made with the office if TENANT needs to add this type of animal to the lease.

UTILITY & MAINTENANCE REDUCTION PROGRAM: A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 90 days under the Utility & Maintenance Reduction Program. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If, at any time, Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenants' failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property, A/C or heating system caused by Tenant's neglect or misuse. If Landlord finds filter has not been replaced within two (2) days of receipt, a \$25 fee will be charged to the tenant. If management of this property changes during this lease, filter delivery program will cease and no refund of fees will be refunded to Tenant.

MAINTENANCE:

A. TENANT shall be responsible for the expenses in maintaining and repairing minor everyday items such as, but not limited to: damaged mini blinds, light bulbs, broken windows, closet doors off track, sewer line blockage due to TENANT fault, furnace filters, and the like, and to repair or pay for all damages done to the premises by TENANT or TENANT'S guests.

B. If the TENANT or TENANT'S guests damage the flooring in any area beyond normal wear and tear such as burn holes, tears, scratches and/or stains due to urine, feces, rust, dye, tar, bleach, grease, food coloring or any other stain, the TENANT agrees to pay for carpet replacement in the room with damaged carpet.

C. Tenant acknowledges that the Premises and the building from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the building or Premises and may inconvenience Tenant. Tenant agrees that any such loss shall not constitute a reduction in housing services or otherwise warrant a reduction in rent.

D. If a maintenance repair is scheduled and confirmed with the tenant and our maintenance staff is unable to enter or make the needed repair due to lack of cooperation by the tenant, the tenant may be charged a \$40 trip charge. Non-payment of this charge could result in late fees and/or eviction.

GROUNDS:

A. To take good care of the premises and leased property, including the lawn, and keep the same clean and free from danger of fire, junk and any nuisance. To further care for the property by not storing any trash, debris, scrap metal, indoor furniture,

swimming pools, trampolines, swing sets, firepits, etc. on any porches or in the yard. This applies to yards that have a privacy fence as well. Any debris found on the property may be removed by CRM Properties without notice and cost of removal will be billed to the tenant.

B. TENANT shall not trim nor remove trees and shrubs without the prior written consent of LANDLORD, unless required for safety in an emergency.

C. TENANT shall be solely responsible for snow and ice removal and for injuries occurring on the premises. LANDLORD or LANDLORD'S designated agent are not liable for any damage to TENANT'S personal property.

D. TENANT shall not screw, bolt or place a satellite dish on any part of the rental premises. Any evidence will require new siding for which the tenant will be responsible. A satellite dish may be installed on a pole in the yard but must be removed at termination of lease and lawn repaired by tenant.

SMOKE ALARMS: TENANT acknowledges that a working smoke detector has been installed in the leased premises. Tenant agrees to inspect and test the smoke detector during the term of the lease and shall ensure that each smoke detector remains functional and is not disabled. If the smoke detector is battery operated, Tenant shall replace the batteries in the smoke detector(s) as necessary.

INSPECTIONS:

A. CRM Properties performs regular inspections of all occupied properties. The purpose of regular inspections is to confirm the property is being properly cared for and that you are complying with the lease agreement. If we find any issues with the property condition or lease compliance, we reserve the right to inspect more often and without notice. It is strongly encouraged that you are present for all inspections. If you are unable to be present for the inspection, you authorize CRM Properties to enter the home. We will contact you the week your inspection is due to schedule an appointment at your convenience. Failure to confirm an appointment will result in CRM Properties choosing the time to inspect.

B. TENANT has inspected the property and finds it to be in acceptable condition, suitable for Tenant's intended use and hereby accepts same in its "as is" condition. If TENANT finds any issues with the property, TENANT must notate issues on the move in inspection that has been uploaded to the tenant portal. This must be done within 48 hours of signing the lease. If no issues are noted within 48 hours, TENANT agrees with the move in inspection as documented by CRM Properties.

C. To permit LANDLORD or LANDLORD'S authorized agents, to enter said dwelling and premises at any reasonable time for the purpose of inspection, or making repairs.

D. If an inspection is scheduled and confirmed with the tenant and our agent is unable to enter due to lack of cooperation by the tenant, the TENANT may be charged a \$40 trip charge. Non-payment of this charge could result in late fees and/or eviction.

UTILITIES: TENANT shall place [Click or tap here to enter text.](#) in TENANT'S name as of [Click here to enter text.](#) and pay for the same. Utilities must remain in the TENANTS name for the duration of the lease. Failure to keep utilities on may result in fees being billed to the TENANT to have utility service restored. Any utility bills for this property for the time period after this date that are billed to the landlord will be immediately due by the tenant to the landlord. In addition, there will be a \$75 processing charge to tenant for each utility bill past this date. If utilities are not transferred to TENANT'S name, utility service can be disconnected without notice by landlord. If the sanitation bill ever becomes delinquent, the TENANT will be charged a \$40 fee and the landlord may, without notice, increase rent \$18.00 per occupant and include the sanitation bill in rent from that point forward.

PEST: Manager has found rental unit free of pests and rodents including but not limited to mice, cockroaches, fleas, spiders, and bed bugs. If there becomes an issue with any pests, TENANT shall be solely responsible for all costs associated with the extermination of such pests or rodents. During the first 14 days of occupancy of said property, if TENANT notices issues with any pests, TENANT is to notify CRM Properties whereby extermination may be initiated.

HARASSMENT: Any and all forms of harassment made to maintenance, or any member of the management staff is strictly prohibited and may result in eviction. Aggressive behavior either displayed or implied will result in immediate eviction from the premises.

RENTERS INSURANCE: TENANT received renter's insurance as part of the tenant benefit package (unless special insurance is required due to a pet). TENANT is free to obtain additional coverage if they choose. If management companies would change during the term of this lease, renter's insurance will no longer be in effect and will be cancelled immediately. It will be the responsibility of the TENANT to obtain other coverage.

VANDALISM: Any form of vandalism of the property during tenant's occupancy of the property may be the tenant's responsibility to repair. TENANT'S insurance agent should be contacted in regards to any claim. Tenant agrees to hold owner and manager harmless for any repairs related to vandalism.

CITY ISSUED VIOLATION NOTICES: Any city issued violation notice will result in a \$50.00 fee charged to the tenant. This includes but is not limited to notices about debris on the property and lawn care.

TENANT HANDBOOK: The TENANT handbook is available on your tenant portal and our website. This handbook is part of the lease and all rules and regulations in the handbook are to be followed by TENANT. Any violation of these rules could result in an eviction. It is the TENANT'S responsibility to read the handbook thoroughly and ask any questions if they are unclear about the contents of the handbook. TENANT acknowledges that there may be changes made to the handbook during the tenancy and understands that the most current copy of the handbook is found on the website of CRM Properties (www.crmproperties.net).

MISCELLANEOUS:

- A. If a new lease is not signed at the end of this lease and it goes month-to-month, TENANT agrees to all terms and condition of the most current lease which will be delivered to the TENANT with an effective date 30 days from notice. At TENANT'S request, LANDLORD or LANDLORD'S designated agent shall inspect the premises with TENANT before TENANT'S departure at the termination of the lease.
- B. Signs, notes, pictures and any other items may not be placed on any door or window at anytime. TENANTS violating this will be charged \$25 per occurrence.
- C. Halls, corridors, decks, patios or stairways shall not be used for any type of storage. TENANTS violating this will be charged \$25 per occurrence.
- D. Sheets, blankets, towels, etc. are not acceptable as window coverings. TENANT is not allowed to use window areas for storage or other unsightly purposes. TENANTS violating this will be charged \$25 per occurrence.
- E. You and your guest may not engage in the following activities: behaving in a loud or obnoxious manner, disturbing or threatening the rights, health, safety or convenience of others (including our employees) or participating in any illegal behavior in or near the apartment complex. We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this lease contract, or disturbing other residents, neighbors, visitors, or owner representatives.
- F. TENANT acknowledges that the all premises pose certain risks, such as falling, slipping, stumbling and the like, and special risks to children, especially unsupervised children, including but not limited to, risks of falling, traffic on the public street, possible abduction, children's mischief, and many other possibilities for injury on and near the premises. TENANT agrees to indemnify and hold LANDLORD and LANDLORD'S agent harmless from all injuries related to the premises.
- G. Failure to return keys after moving out will result in a \$100.00 charge to the tenant.

V. It is mutually agreed:

- A. DEFAULT:** If TENANT defaults on lease, TENANT will be responsible for all costs incurred in securing a new TENANT, as well as any damages to the Landlord, monetary or otherwise, incurred as a result of the TENANT's default. If the rent is not paid when due, LANDLORD shall be entitled to immediate possession without notice, provided that if TENANT does not voluntarily move, LANDLORD must obtain a court order for possession before taking possession. The late charge does not authorize TENANT to make late rental payments. Acceptance of late rent and the late charge, if such payments bring the lease completely up to date will be a waiver of the breach, but will not prohibit strict enforcement of the lease for subsequent breaches. If any other condition of the lease is breached by TENANT LANDLORD shall give TENANT ten (10) days written notice to cure the default. If TENANT fails to cure the default within said ten (10) days, LANDLORD shall be entitled to immediate possession without further notice, provided that if TENANT does not voluntarily move, LANDLORD must obtain a court order for possession before actually taking possession. Nothing in this agreement shall affect LANDLORD'S right to the rental for the term herein specified. Upon re-taking possession, LANDLORD may at LANDLORD'S election terminate and end this lease by giving TENANT written notice thereof, or LANDLORD may attempt to re-let said property and the TENANT shall be liable for, and shall pay as it accrues, the difference in the rental due and the rental received, if any, for the balance of the term.
- B. EVICTION:** If an eviction is awarded and tenant does not vacate the property by the date set by the court, the sheriff will change locks on the property and post a no trespassing sign. If TENANT has personal property in the property at this time, TENANT must make arrangements with the office to gain entry at a time that will be at the discretion of CRM Properties. There will be a \$50 trip charge (no personal checks) that TENANT must pay at the office PRIOR to being allowed into the house. CRM Properties will allow TENANT two (2) hours to remove personal items. If TENANT

refuses to leave after this time period, the sheriff will be called to remove TENANT from property. If additional time is needed, an additional trip fee (\$50) will be required to be paid in the office. If any personal property is left after 48 hours, CRM Properties will dispose of it.

C. ABANDONMENT: If the rent is 30 days or more delinquent and the premises appear to be abandoned based upon LANDLORD's inability to make contact with TENANT or to get a response from TENANT to written correspondence and/or such other factors that would lead a reasonable person to believe the premises have been abandoned, LANDLORD may re-take possession of the premises and store any of TENANT's personal property at TENANT's expense for a period of 90 days, after which time LANDLORD may dispose of such property if not claimed by TENANT.

D. HABITABILITY: In the event said dwelling is destroyed or damaged so that it is uninhabitable, without fault of the TENANT, this lease shall terminate and any unearned prepaid rent shall be refunded to the TENANT, provided however, both parties may agree to abate the rent until the premises are habitable, after which the lease shall continue. In the event said dwelling is so damaged so as to be temporarily uninhabitable, a proportionate part of the rent shall be abated until the dwelling is rendered totally habitable.

FURTHER CONDITIONS: Click here to enter text.

VI. MISCELLANEOUS PROVISIONS:

A. This agreement is enforceable with attorney's fees and without relief from valuation and appraisal laws.

B. Throughout this instrument the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa, wherever required by the context.

C. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. CRM Properties is not responsible for providing or verifying this information.

D. Agent cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this agreement, consult an attorney BEFORE signing.

IN WITNESS WHEREOF, the parties have signed this agreement in duplicate on the date and year set forth above.

LANDLORD
CRM Properties, Inc. as agent for
Click or tap here to enter text.

TENANT

By: _____
Christopher R. Mullinax, President

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