

Nichols Apartments
420 S. Chauncey Ave.
West Lafayette, IN 47906
(765) 743-1235

Joint Lease
Individual Lease
Renewal Lease
Transfer

420 S CHAUNCEY, LLC LEASE

This Lease is executed on the ____ day of _____, _____ between Nichols Apartments (the Lessor), and _____ jointly and severally (the Lessee).

1. **WITNESSETH:** That the Lessor, in consideration of the covenants and agreements of the Lease hereinafter contained, hereby leases and rents to the Lessee the following residence or apartment 420 S. Chauncey Apt # _____ (the Premises) for a term of 365 days beginning on _____ and ending at 12:00 midnight on _____.
2. **RENT:** The Lessee agrees to occupy the Premises in a careful and tenant-like manner and to pay to the Lessor for the rent of the Premises the sum of \$ _____ payable in twelve (12) monthly installments of \$ _____ each, commencing on _____ and ending on _____. All installments shall be paid in advance on the 1st day of each and every month. All payments shall be made, without notice or demand from the Lessor, by check or money order, payable to the Lessor. If the rent is not received by the Lessor on or before the 3rd day of the month, the delinquent Lessee must pay a penalty of \$5.00 per person per day for every day the rent is delinquent. This penalty is payable with the normal monthly rent. This late penalty does not waive the right of the Lessor to evict the Lessee for nonpayment of rent if the Lessor so elects. If a check is returned from the bank for any reason, a \$25.00 fee will be assessed, payable with the normal monthly rent. Failure to vacate the Premises by the expiration of the Lease term will result in a \$100.00 per resident per day holdover charge in addition to the normal rental. Failure of any Lessee to remove all personal furniture and/or belongings by the Lease term expiration date will result in a charge of \$25.00 per hour per person to have such items removed. Lessor may remove and dispose of such items left on the Premises at termination of this Lease, without liability to Lessee.
3. **SECURITY DEPOSIT:** The Lessee hereby agrees to pay the sum of \$ _____ as a security deposit for this Lease. The Lessee is required to surrender to the Lessor the possession of the Premises in as good order as it was at the commencement of the Lease term. At the end of the Lease term, after all keys are returned to the Lessor, the Lessor will inspect the condition of the Premises. If the Lessee fails to comply with the move-out procedures in the Security Deposit Lease Rider (the Rider) attached to this Lease, the Lessee agrees to be liable to the Lessor for the cost of such cleaning, painting, carpet cleaning, and repair or replacement of soiled, missing, or damaged items as the Lessor is required to perform in accordance with the Rider. Lessee agrees that the charges set forth in the Rider are not unreasonable for the work or items described therein. The deposit shall be accounted for by mail within forty-five (45) days after the termination of this Lease assuming the Lessee provides a postage paid envelope containing a forwarding address. If Lessee transfers to another of Lessor's apartments, said deposit will be adjusted to the amount required for new apartment within forty-five (45) days after occupancy.
4. **OCCUPANCY:** The Premises shall be occupied by not more than 2 persons only, and any change in occupancy must be with the Lessor's written consent. A maximum of twelve (12) persons (Lessees and guests) shall be allowed, at any one time, to be present in the Leased Premises. Any

person, other than the Lessee, occupying the Leased Premises for more than five (5) days shall be deemed a Lessee subject to terms of this Lease and shall be required to execute this Lease as a Joint-Lessee.

5. **PETS:** No dogs are allowed. A Lessee violating this provision must pay liquidated damages of \$500.00 for each occasion on which this paragraph is violated, payable within thirty (30) days after notice from the Lessor.

6. **UTILITIES:** It is agreed that the Lessor shall furnish, at its expense, the following utilities: **Electricity, Wireless Internet, Water, Sewage, and Trash pick-up**, and that the Lessee shall furnish at his/her expense the following utilities for the entire term of the lease: **cable TV**. Resident(s) are required to include line service contract on cable services. Owner/Agent shall not be liable for loss or damages resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV or any other utility service, or for the malfunction of machinery or appliances serving the unit or any part of the apartment complex in which the unit is located. Resident(s) shall not be entitled to a claim for any rentals payable hereunder because of the suspension or inadequacy of the utility services or mechanical systems.

7. **USE OF PREMISES:** The Lessee agrees to make no unlawful, improper, or offensive use of the Premises. The Lessee will occupy and use the Premises for his/her private residential use and for no other purpose; the Lessee shall not keep any roomers or boarders or carry on any trade, business, instruction course, or public entertainment on the Leased Premises. The Lessee shall neither operate nor permit the operation of a stereo, television set, or musical instrument nor entertain any other person in any manner which disturbs other tenants or residents. The Lessee shall comply with all zoning and neighborhood restrictions and will be responsible for violation fees caused by Lessee.
 If Lessor's personnel are called to the Lease Premises site due to noise, public nuisance, etc., the violating Lessee must pay a penalty of \$75.00 where such Lessor Premises response occurs before 12 o'clock midnight and \$125.00 where such Lessor Premises response occurs after 12 o'clock midnight. In the event of accidental lockout during other than regular business hours, at \$25.00 fee, payable immediately, will be charged by Lessor. During regular business hours, a lockout fee of \$10.00 will be charged. Extra keys are available for a \$10.00 deposit. If Lessee fails to return all keys at the end of the lease, Lessor will change the locks and charge the cost to the Lessee. No screws or tape are to be used on walls or woodwork; only small brads or thumbtacks are to be used. Waterbeds may be used only with written proof of insurance provided to Lessor prior to Lessee's occupancy. No rights of storage, in any common area, are herein granted or given to the Lessee.

8. **SUBLETTING and CANCELLATION:** The Lessee shall not assign this Lease or any interest under the Lease or sublet the Premises or any part thereof or permit the use or occupancy of the Premises or any part thereof by one other than the Lessee without the written consent of the Lessor. Failure to secure written consent will result in a fine of \$100.00. Lessee's security deposit will be held until original contract terms end.

9. **CONDITION OF PREMISES:** The Lessee's occupancy of the Premises expressed satisfaction and approval of the Premises as being in good physical condition and in good order of repair. The Lessee agrees to maintain the Premises in good repair and in a clean and satisfactory condition. Lessee agrees that the Premises and all parts thereof shall be returned to the Lessor in the same condition, as it was received, less normal wear and tear. The Lessor agrees to make any necessary repairs to mechanical systems except that the Lessee agrees to be responsible for all costs of repairs and maintenance to the Premises caused by the Lessee's neglect or improper use. Should the Lessor

agree to make changes or repairs, the Lessor reserves the right to complete changes or repairs at any time up to thirty (30) days after occupancy. Added time may be necessary for completion of certain changes, repairs, or back-ordered items. The cost to repair damage done to common areas of the building shall be apportioned pro-rata to all residents of the building where the offender is unknown.

10. **ENTRY RIGHTS:** The Lessor reserves the right to enter the Premises at all reasonable hours for the purpose of inspection and for needed repairs, alterations, or to exhibit the Premises to prospective Lessees or purchasers.
11. **LESSOR'S NON-LIABILITY:** The Lessor shall not be liable for damages to person or property sustained by the Lessee or his invitees or other persons while on or about the Premises, buildings, or grounds nor shall Lessor be liable for losses or theft of Lessee's property in the Premises, storage areas, laundry rooms, or parking areas. Lessor is not aware of any lead paint on said Premises.
12. **DEFAULT:** Upon failure to pay any rental installment when due, additional rent or late charges or if the Lessee shall violate any other terms, conditions, or covenants of this Lease, this Lease and all rights of the Lessee shall terminate at the election of the Lessor. Upon default by the Lessee, the Lessee shall pay all costs and expenses, including attorney's fees, Court costs, and collection agency fees incurred by the Lessor in connection with its exercise of any rights or remedies it has under this Lease because of Lessee's default.
13. **ABANDONMENT:** If the Lessee shall abandon the Premises, the Lessee hereby appoints the Lessor to be the Lessee's agent to relet the Premises. Lessor may, at its option, take possession of the Premises and relet same without such action being deemed an acceptance of Lessee's abandonment or a surrender of this Lease. Lessee shall remain liable to pay the rent herein reserved and any costs of reletting the Premises in addition to any remedies of the Lessor at law or in equity.
14. **RULES AND REGULATIONS:** The rules and regulations attached hereto are hereby made a part of this Lease and Lessee shall observe the same. Failure to keep and observe the rules will constitute a breach of the terms of this Lease in the same manner as if contained herein. The Lessee shall keep and observe such further reasonable rules and regulations as may later be required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises herein leased are a part.
15. **LESSOR'S RIGHTS AFFECTED ONLY BY WRITEN WAIVER:** The Lessor's acceptance of rent after it falls due or after knowledge of any breach hereof by Lessee of the giving of any notice or making any demand or any other act other than written waiver shall not be construed as a waiver of the Lessor's right to act without notice or demand or of any other right hereby given Lessor or as an election not to proceed under the terms of this Lease. It is further understood and agreed by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, the Lessor may receive and collect any rent due and the payment of the rent shall not waive or affect the notice, suit, or judgment.
16. **COMPLETE AGREEMENT:** This Lease agreement, together with the attached Rider, the attached Rules and Regulations, and the Addenda below, if any, constitutes the full and complete agreement by and between the Lessor and Lessee and no other agreements or representations have been made. If any provision of the Lease is found to be unenforceable, the remaining provisions of the Lease remain valid, enforceable, and in effect. All Lessees who occupy the Premises shall sign

the Lease. All parties who sign this Lease are jointly and severally liable. Each Lessee shall be held responsible for the acts of any Lessee or the guest of any Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be signed on the day and year first above written.

Addenda:

Lessee Name (Print): _____
Nickname: _____
Current Phone: _____
Date of birth: _____
Email: _____

Parent Name: _____
Parent Address: _____
City, State, Zip: _____
Parents Phone: _____
Lessee (sign/date): _____

Lessee Name (Print): _____
Nickname: _____
Current Phone: _____
Date of birth: _____
Email: _____

Parent Name: _____
Parent Address: _____
City, State, Zip: _____
Parents Phone: _____
Lessee (sign/date): _____

Lessor: _____

SECURITY DEPOSIT LEASE RIDER

The Security Deposit is paid at the time the Lease is signed. This deposit is not applied to rent at any time during the Lease term. The deposit will be used to cover any damages or cleaning costs in the apartment or residence (the Premises) at the end of the Lease term. The following is a Cost Schedule which describes a majority of the charges which will be deducted from your Security Deposit in the case of damage to the Premises.

COST SCHEDULE

It is the Lessee's responsibility to return the Premises to the Lessor in the same condition as it was when received by the Lessee. If the Lessee fails to thoroughly clean the apartment at the end of the Lease and leave it in satisfactory condition, the following charges will be deducted from the Security Deposit or, where the Security Deposit is insufficient to cover such charges, such amounts will be owed by the Lessee to the Lessor. Objects which have accumulated dirt, that require cleaning and have not gradually deteriorated due to wear and tear, are capable of being returned to a clean condition. Lessee is responsible for cleaning outside normal wear and tear. Lessor will inspect the apartment at the end of the Lease term to assess painting, cleaning, and damage fees.

Cleaning

Failure to thoroughly clean the entire apartment at the end of the Lease will result in the following charge:

Studio Apartment:	\$100.00
Two Bedroom:	\$150.00
Two Bedroom w/Laundry:	\$175.00

Minimal cleaning of the apartment after Lessee vacates will be charged at an hourly rate of not less than \$25.00 per hour. Excessive cleaning will result in additional charges. If trash must be removed from the Premises, Lessee will be charged \$50.00 per hour.

Painting

Lessee must remove all nails, thumbtacks, and similar fasteners from the walls of the Premises, leaving such surfaces in the same condition as they were upon the Lessee's occupancy of the Premises. With normal wear and tear, Lessor will spot paint the Premises at its expense. If the Premises require a full paint, Lessee will be responsible for all costs incurred.

Carpet Cleaning

Lessee must vacuum all carpeted areas at the end of the Lease term. Lessor will contract a professional carpet cleaner and Lessee will be charged for this service.

Estimated Replacement Charge

Blinds	\$35.00	Holes in Drywall	\$60.00 ea.	Toilet Seat	\$50.00
Ceiling Fan	\$95.00	Mailbox Keys	\$50.00	Toilet Paper Holder	\$20.00
Door Stops	\$10.00	Parking Pass	\$25.00	Towel Bar	\$20.00
Outlet Covers	\$10.00	Chests	\$200.00	Bed Frames	\$200.00
Smoke Alarm	\$30.00	Doors	\$150.00	Mattress	\$200.00
Light Fixture	\$55.00	Screen Doors	\$100.00		

Any trash left in the hallways will be charged to Lessee at the rate of \$25.00 per item for removal.

Note: The above list is not all-inclusive. The Lessee may be charged for cleaning, repairing, and replacement of items that are not included on this list. The Lessee agrees that the above costs and damages may be deducted from the Lessee's Security Deposit.

Lessee (Sign): _____ Date: _____

Lessee (Sign): _____ Date: _____

RULES AND REGULATIONS FOR RESIDENTS

The following Rules and Regulations are guidelines for all residents. These Rules and Regulations may be modified, altered, or revised at the sole discretion of the Lessor. Violations of these guidelines resulting in damages will be charged to the residents.

1. The sidewalks, entrances, passages, courts, vestibules, stairways, corridors, and halls must not be obstructed or encumbered or used for any purpose other than entering or exiting the Premises. At no time shall any grills, bicycles, or motorcycles, be stored in the hallways. Gas grills will not be used or stored on balconies.
2. No banner, sign advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any resident on any part of the outside or inside of the Premises or building without prior written consent of the Lessor.
3. No awnings or other projections shall be attached to or protrude beyond the outside wall of the building. No blinds, shades, or screens shall be attached to or hung in or used in connection with any window or door of the Premises without prior written consent of the Lessor.
4. No radio or television aerials or wires or satellite dishes shall be erected in or about any part of the Premises without prior written consent of the Lessor.
5. The Lessor may retain pass key to the Premises. No resident shall alter any lock or install a new lock or knocker on any door of the Premises without written consent of the Lessor. In case such consent is given, the resident shall provide the Lessor with an additional key for use of the Lessor pursuant to the Lessor's right of access to the Premises.
6. No resident shall sweep or throw from the Premises any dirt or other substance into any of the corridors, halls, ventilators, or from balconied, windows, or doors of the Premises or building.
7. Pouring of grease into sinks or toilets is forbidden. All grease shall be disposed of with garbage in proper receptacles.
8. Toilets and other equipment shall be used only for the purposes for which they are constructed. Any damage attributed to the resident will be charged to the resident. Residents are asked to make sure a toilet has been plunged before calling maintenance, otherwise they will be charged for the service call.
9. The trees and shrubbery are a vital and valuable part of the Premises and the resident shall be liable to assessment for damages for any mutilation or defacing thereof for which he or any of his guests or invitees is responsible.
10. All damages to the Premises and building caused by the moving or carrying in, about, or out therein shall be paid for by the resident.
11. No spikes or hooks shall be driven into the woodwork or drywall. Adhesives and tape are prohibited. Small brads and thumbtacks may be used.
12. Newspapers, cans, and other trash must be removed from the Premises daily and shall be placed in containers provided by the Lessor for this purpose.
13. The storage of firearms, kerosene, gasoline, or other flammable or explosive agencies is prohibited.
14. The parking of commercial vehicles by residents or their guests within the limits of the apartment grounds is strictly prohibited. Cars with oil leaks shall not be permitted on the parking lot, and any repairs to the lot shall be charged to the resident.
15. No personal property of any kind shall be placed or kept on the lawns.
16. Sublease contracts are available.
17. Pets, expressly including dogs, cats, rabbits, and ferrets, are not allowed in the apartment. A reptile, fish, or bird will be allowed by must remain in a cage or aquarium at all times. Liquidated damages of \$500.00 will be assessed each time a violation is found.
18. No abrasive cleansers shall be used on fiberglass tub and shower.
19. Residents shall have no parties or other social functions on or about the Premises unless it conforms with all other provisions of the Lease. In no event shall there be more than twelve (12) persons in or about the Premises.
20. Parking permits will be issued to residents with valid vehicle registration and driver license. Unauthorized vehicles not registered will be ticketed and towed at the owner's expense. Non-resident parking is prohibited. Parking in fire lanes or blocking other residents is not allowed and will result in immediate tow. Parking is on a first come first serve basis.