

LEASE

This LEASE ("lease") is made and entered into this ____ day of _____, 20____, by and between _____ (hereinafter called the "Landlord") and _____ (hereinafter called the "Tenant").

WITNESSETH:

Landlord and the Tenant agree as follows:

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the residential premises commonly known as _____ (hereafter "premises") commencing on _____, 20____, and ending on _____, 20____ ("lease term"), unless terminated sooner as provided herein.

In consideration for use of the above described residential premises under the terms set forth herein, Tenant hereby agrees to pay Landlord the sum of: _____ Dollars (\$_____.00) ("**Rent**") per month for each month during the first twelve months of the lease term. The monthly Rent amount shall increase by three percent (3%) beginning on the one year anniversary of the Lease Commencement date (_____) and three percent (3%) per year on all ensuing one year anniversary dates for all extensions of the term of this Lease Agreement. All Rent to be paid in advance on the first day of each calendar month, without relief from valuation or appraisal laws. Tenant's full first month Rent shall be paid to the Landlord on or before the first day of the lease term, or on the day prior to the day on which Tenant shall move into premises, whichever shall occur first. If the Tenant shall move into the premises prior to the first day of the lease term, Tenant shall also pay, prior to such moving in, Rent pro-rated for the fractional period from the day on which the Tenant first moves into the premises to the first day of the lease term. If the Tenant shall move into the premises on or after the first day of the lease term and the first month of the Lease Term is a partial month, then the Tenant shall pay a pro-rated amount of Rent on the due date of the next ensuing month for the partial month that the Tenant first occupied the Premises. Rent shall be paid by Tenant to Landlord in the form of CASH or CERTIFIED FUNDS at the address provided herein. A grace period of two (2) days will be allowed for late payment of Rent without penalty. For each day Rent remains unpaid after said grace period, the Tenant shall pay to the Landlord damages in the amount of Fifteen Dollars (\$15.00) per day. Prior to taking possession, Tenant shall transfer all utility services in Tenant's name. Included in the above Rent is an estimated monthly real estate tax payment due on the property of \$100.00. All payments received by Landlord shall be applied first toward penalties, interest, fees and reimbursements with the balance applied to Rent. Monthly Rent may be adjusted upward upon notice from Landlord to Tenant if the actual monthly real estate taxes exceed the estimated monthly real estate taxes. Tenant shall not have the right to set-off payments due under this Lease against any claims made against Landlord. If Tenant has not at any time during the lease term breached this Lease Agreement (by late payment or otherwise) and if Tenant is not in breach of any material term of this Lease Agreement, and during the term of this Lease Agreement, Tenant may notify Landlord that Tenant desires to purchase the leasehold premises in writing and per Landlord's then current price and terms. Upon Tenant providing Landlord with an unconditional loan approval and proof of adequate equity/down payment to purchase the Leasehold premises from Landlord, then Landlord shall provide Tenant with a credit at closing of the purchase in an amount equal to \$100.00 per month that Tenant has paid Rent to Landlord for the leasehold premises.

SECURITY DEPOSIT: Tenant shall pay to the Landlord as a security deposit the sum of _____ Dollars (\$_____) ("security deposit") to secure the full and faithful performance by the Tenant of all of his or her duties and obligations under this lease. If all the covenants and conditions herein are complied with by the Tenant, the security deposit shall be refunded to the Tenant within the time limits provided for under relevant Indiana statutes after the Tenant has provided a written forwarding address and evidence that all utilities, etc have been paid current. Provided, however, Landlord may apply said security deposit to set-off any claims which Landlord has as set forth in Indiana Code § 32-31-3-12 in accordance with the procedures set forth in Indiana Code §§ 32-31-3-1 et. seq., or as amended from time to time. Tenant has deposited the sum of _____ Dollars (\$) toward the deposit, receipt of which is hereby acknowledged. The remainder of the deposit, if any, together with the Tenant's full first month Rent shall be paid to the Landlord on or before the first day of the lease term.

1. **CONDITION OF PREMISES.** The Tenant has examined the condition of the premises and acknowledges that the same are received in good order and repair, in new condition or "like new condition" where no aesthetic defects are noted except as noted in this agreement or on the pre-move in inspection report. Upon termination of this lease, the Tenant shall peaceably surrender possession of the premises to the Landlord in as good condition as it is now or may be here after put into by the Landlord without consideration for ordinary wear and tear.

2. USE OF PREMISES. The Tenant shall use the premises exclusively as a private residence and exclusively for lawful purposes and the Tenant shall not use or allow the premises to be used for any other purpose, or do or permit to be done any act that will invalidate the insurance or increase the rate of insurance thereon. The Tenant shall not create or maintain any nuisance of any kind upon the premises. The Tenant, his agents, servants, or visitors shall not cause or make any unreasonable, improper or untimely noise in the building or interfere in any way with or disturb other residents or neighbors and shall not perform any acts or carry on any practice which may injure the reputation of the owner or be of nuisance or menace to other residents. The Tenant shall not store boats, recreational vehicles or vehicles on the premises which are inoperable. The Tenant shall obtain and maintain at all times a Renter's insurance policy in an amount of at least \$500,000.00 naming Landlord as Additional Insured.

3. CARE OF PREMISES. The Tenant further covenants and agrees to take excellent care of the premises hereby leased, and the fixtures, appliances and furnishings of same, and to commit and suffer no waste of any kind therein and to make no changes or alterations without the written consent of the Landlord. Tenant shall pay for all repairs required to be made to the premises to return the premises to its condition upon onset of this Lease, including but not limited to the fixtures, appliances and furnishings of same, resulting from the misuse, neglect, carelessness, misconduct or fault of the Tenant or Tenant's agents, servants, or guests. Tenants will complete a pre-move in inspection and except for the items noted on said inspection, Tenant asserts that the premises was in new condition or "like new condition" where no aesthetic defects are noted except as noted in this agreement or on the pre-move in inspection report prior to occupancy. The walls, ceilings and woodwork shall not be marred by the Tenant driving nails or screws or by otherwise defacing the same. Tenant shall use picture or other non-damaging molding or devices for hanging all pictures. The walls shall be kept in a fresh professionally painted and non-marred condition. The flooring shall not have any stains, spots or wear and shall be maintained in a professionally steam cleaned condition. Nothing shall be placed or hung on the outside of the building or on the windows, window sills, balconies, or projections, and no signs or advertising notices shall be placed on any part of the building or on the doors or balconies of Tenant's premises. Tenant shall not erect any television or radio antenna upon the roof or elsewhere on the premises. Tenant shall not place or allow any salt, oil, or other corrosive material to be put on the exterior concrete surfaces. Tenant shall not put any rubber mats on vinyl floors as such may cause a discoloration. Tenant shall notify Landlord of any noticeable water flow which, by going un-repaired, could cause damage or additional damage to the premises. As used above, "water flow" shall be defined as evidence of any flow of water which the common person would be aware of through occupancy of the premises which could lead to damage of the premises. In the event Tenant fails to notify Landlord of such an occurrence, Tenant shall become liable to Landlord for all resulting expenses incurred by Landlord in repairing the resulting damage. Landlord may, at a minimum, inspect the premises for needed repairs on a quarterly basis and if Landlord determines at any time that repairs or maintenance (including lawn/ exterior maintenance) is required in order to maintain the premises in the condition required by this lease, then Landlord may immediately enter the premises and commence said repairs/maintenance without need for authorization by Tenant. Tenant acknowledges that the term "repairs" shall include but not be limited any and all visual defects created during the term of this Lease Agreement including ordinary wear and tear that are required in order to restore the premises to its status prior to the occupancy by Tenant. Tenant shall be responsible for maintaining the premises in a clean and sanitary condition and shall monitor and eliminate any insect or animal infestations. Upon notice from Landlord summarizing the total costs of all repairs, Tenant shall pay to Landlord said amount within five (5) business days, and said monies owed shall be treated the same as past due Rent. Tenant shall pay when due all costs of utilities, Property Owner's Association costs, and refuse removal related to the Premises and in no case shall Tenant allow for utility services to be turned off or terminated at any time during the term of this Lease. Tenant is responsible for obtaining a copy of all Property Owner's Association rules regulating the premises, shall obey all rules and regulations there under, and shall be responsible for all expenses including fines for breach of said rules and regulations.

Upon Landlord notifying Tenant that repairs are required by Landlord, Tenant shall confirm an appointment to make said repairs within forty eight (48) hours of request by Landlord, if of a non-emergency type, within seven (7) days of request. If repairs are deemed to be of a nature that continued non-repair will lead to additional likely damages, as determined by Landlord ("emergency repairs") or if Tenant fails to provide an appointment as noted above, then Landlord shall have the right to enter the premises without prior authorization of Tenant. Tenant shall then provide Landlord access to the premises to evaluate and/or make repairs at the agreed appointment. Tenant shall provide a period of four (4) hours of uninterrupted time during said appointment during either a weekday between 8:00AM and 6:00PM or on a Saturday between 8:00AM and 5:00PM. Cancellation of an appointment (unless made twenty four hours in advance) or failure to provide access at the appointment time shall result in an agreed \$200.00 charge to Tenant payable upon demand.

Tenant required maintenance shall include but not be limited to: 1) monthly replacement of furnace filters; 2) un-attach all hoses from exterior hose bibs prior to freezing temperatures in the Fall; 3) replace all smoke alarm batteries in the Spring by April 1st.

4. ACCESS TO PREMISES BY LANDLORD. Landlord, Landlord's agents, Landlord's prospective tenants, and purchasers or mortgagees shall be permitted to inspect and examine the premises at all reasonable times and Landlord shall have

the right to make any repairs to the premises which the Landlord may deem necessary. Tenant shall not at any time change the locks or otherwise inhibit Landlord's free access to the premises. Nothing contained in this lease shall be construed as imposing any duty to repair on the Landlord, except those repairs which are necessary to maintain the habitability of the premises. Having given or received proper written notice of termination of this lease, Tenant shall cooperate in arranging reasonable periods of time during which Landlord may show the premises to other potential Renters without being interrupted by Tenant.

5. **LANDLORD'S NON-LIABILITY.** All property of every nature and kind that the Tenant stores or uses on the premises, or around the premises in the driveway or storage units provided, shall be stored or used at the Tenant's risk exclusively and the Landlord shall not be liable to Tenant for any damages or loss of any property in or about the premises, from any cause whatsoever. Tenant hereby covenants to indemnify and hold harmless the Landlord against any loss, damage, accidents or injuries which may be sustained in any manner by Tenant, his family, agent, servants, licensees or guests. The indemnity and hold harmless shall be applicable and fully operative notwithstanding Landlord's own negligence.

6. **ASSIGNMENT OR SUBLET.** Tenant shall not assign, mortgage, encumber or transfer this lease in whole or in part, or sublet the premises or any part thereof, nor grant a license or concession in connection therewith, without the prior written consent of the Landlord which may be withheld in Landlord's absolute discretion. Such written consent, if granted, will in no event relieve the Tenant of any of the covenants, agreements, or obligations imposed upon the Tenant by this lease. This prohibition shall include any act which has the effect of an assignment or transfer and which occurs by operation of law, except any transfer or assignment resulting from the death of the Tenant, if a natural person. Landlord may assign, sell, or otherwise encumber this agreement without requiring the consent of Tenant.

7. **SUBORDINATION TO MORTGAGES.** This lease shall be subject and subordinate at all times to the lien of mortgages, deeds of trust, and financing statements upon the leased property currently existing or which may be made in the future, and to any renewal, modification, consolidation, replacement and extension of any such existing or future mortgages, deeds of trust and financing statements. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant shall nevertheless execute and deliver any further instruments subordinating this lease to the lien of any such mortgages, deeds of trust or financing statements as may be required by the mortgagee. The Tenant hereby appoints the Landlord as his/her attorney in fact, irrevocably, to execute and deliver any such instruments on behalf of the Tenant.

8. **RIGHTS OF LANDLORD ON DEFAULT.** Upon failure to pay any installment of Rent or any part hereof when due, or if Tenant shall violate any other term, condition or covenant of this lease, or if Tenant shall fail promptly to take possession of or shall abandon the premises, Landlord shall have the right to re-enter and repossess the premises or any part thereof and to remove all persons therefrom and to remove all property therefrom, and in such event this lease and all rights of the Tenant shall terminate, but the Tenant shall remain liable for the Rent herein specified during the remaining lease term plus Landlord's cost of repossessing, repairs, advertising and re-letting the premises. Tenant hereby waives notice of any failure or default and of any demand by Landlord for possession of the premises. In the event Landlord shall repossess the premises, Landlord shall not be required to exercise diligence in re-letting the premises in order to mitigate Tenant's obligations hereunder, nor shall Landlord be required to accept any tenant for the premises offered by the Tenant. The failure on the part of the Landlord to re-enter or repossess the premises, or to exercise any of its rights hereunder upon any default, shall not preclude the Landlord from the exercise of any of its rights hereunder upon any default by the Tenant, and shall not preclude the Landlord from the exercise of any such rights during the continuance of such default or upon any subsequent default. Acceptance of past-due Rent will in no way act as a waiver of Landlord's right to terminate the lease for nonpayment of Rent when due, and no notice or demand shall be required for the enforcement thereof. If Tenant shall violate or breach any term or condition of this lease, then Tenant shall forfeit its security deposit and pay all costs and expenses, including attorney's fees, incurred by Landlord in connection with Landlord exercising any rights or remedies it may have under this lease because of such violation or breach.

9. **DAMAGES.** In addition to the sum of \$15.00 each day that Rent is past due, in the event that the Tenant violates any of the terms and conditions of this lease and the Landlord or Tenant terminate this lease prior to the normal expiration of the lease, the Landlord may collect as damages any sum necessary to repair the premises, to advertise and re-let the premises, all Rent due under the balance of the lease term, together with reasonable attorney fees, court costs, and interest of one and one-half (1.5) percent per month added to accounts over ten (10) days old. Tenant also agrees to pay reasonable attorney fees in the event it becomes necessary for the Landlord to employ an attorney to force the Tenant to comply with any of the covenants, obligations or conditions imposed by this lease. Further, Tenant herein agrees to pay Landlord a fee in the amount of \$25.00 per draft given by Tenant to Landlord which subsequently "bounces" due to insufficient fund availability, and for all other damages available under Indiana law with respect to drafts delivered resulting in insufficient funds availability.

10. **FIRE OR CASUALTY.** Should the building or the premises suffer damage to the extent that re-building or repairs cannot be completed within 90 days from the date of fire or other cause of damage, this lease shall terminate and the Tenant shall be allowed an abatement of Rent from the date of such damage or destruction. However, if the damage is such that

20. MISCELLANEOUS. The terms "Landlord" and "Tenant" shall be construed in the singular or plural. It is expressly agreed by the Tenant, as material consideration for the execution of this lease, that there are, and were, no verbal representations, understandings, stipulations, agreements or promises pertaining to this lease not incorporated in writing herein. It is further agreed that this lease shall not be altered, waived, amended or extended unless done so in a writing agreed to by the parties. Further, the Tenant shall be given a key to the main door of the premises. Upon termination of the lease term, the Tenant shall return all keys & garage door openers delivered to the Tenant back to the Landlord. In the event the Tenant loses a key during the term of the lease or the Tenant fails to return any keys or openers at the termination of the lease term, the Tenant shall be obligated to pay to the Landlord the sum of \$20.00 per key and \$30.00 per garage opener, which sum shall represent the replacement cost of the missing key.

21. UTILITIES. All utilities, including but not limited to sewer, electric/gas, water, garbage pick up and disposal, shall be paid by the Tenant. Prior to the Tenant's vacation of the premises, Tenant shall provide written documentation from each utility company or service that the Tenant's utilities have been paid in full.

22. APPLIANCES. The following appliances are provided to the Tenant by the Landlord. Such appliances are being provided as an accommodation by the Landlord to the Tenant and such accommodation shall not be construed as a duty to maintain or replace such appliances. To the extent that any repair is necessary to maintain the following appliances, such repair shall be undertaken at the Landlord's discretion.

23. GARBAGE. All garbage shall be stored about the premises in plastic containers with lids provided by the Tenant in such a way as to prevent damage to the premises and nuisance to other tenants and neighbors.

24. QUIET ENJOYMENT. All tenants on the premises are entitled to hold the premises peacefully, quietly and to enjoy the premises for their respective lease terms. To the extent that any tenant interferes with the quiet enjoyment of any other tenant, the interfering tenant's actions shall be deemed a violation of the terms and conditions of this lease and shall subject the interfering tenant to an action for immediate eviction.

25. MINOR REPAIRS. The Tenant shall be responsible for making repairs which, per occurrence, cost less than Fifty Dollars (\$50.00) to repair ("minor repairs"). The Landlord shall only reimburse the Tenant for expenses incurred by the Tenant in making such minor repairs if the Tenant has attained written authorization from the Landlord to make such repair and the Tenant provides the Landlord with a written receipt for the incurred expense of such repair. Each such written authorization provided by the Landlord to the Tenant shall include a maximum cost which the Landlord agrees to reimburse the Tenant and the Tenant agrees to be bound by that maximum amount of reimbursement/cost.

21. OPTION TO PURCHASE. Contemporaneously, the Landlord and Tenant may have executed a separate Option to Purchase, which gives the Tenant the right to purchase the premises upon the terms and conditions contained in that document. It is agreed that any default by the Tenant under this lease or under the Option to Purchase shall also constitute a default under both instruments. If so, in no case shall Occupancy occur unless and until the entire Option Fee has been paid in full. Irregardless, Rent shall become due and payable starting on the Commencement Date.

22. FAIR HOUSING. TENANT IS HEREIN INFORMED THAT IT IS LANDLORD'S POLICY AND PRACTICE TO A) CARRY OUT AN AFFIRMATIVE PROGRAM TO ATTRACT ALL MINORITY AND MAJORITY GROUPS TO IT'S HOUSING FOR INITIAL SALE OR RENTAL. SAID PROGRAM INVOLVES PUBLICIZING TO MINORITY PERSONS THE AVAILABILITY OF HOUSING OPPORTUNITIES REGARDLESS OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, THROUGH THE TYPE OF MEDIA CUSTOMARILY UTILIZED BY LANDLORD; B) MAINTAIN A NONDISCRIMINATION HIRING POLICY IN RECRUITING FROM BOTH MINORITY AND MAJORITY GROUPS; AND C) INSTRUCT ALL EMPLOYEES IN WRITING AND ORALLY IN THE POLICY OF NONDISCRIMINATION AND FAIR HOUSING. TENANT AGREES THAT IF TENANT HAS ANY CONCERNS OR COMPLAINTS RELATED TO FAIR HOUSING, THAT TENANT WILL DIRECT SAID INFORMATION IN WRITING TO THE ATTENTION OF RANDOLPH A HALL, PRESIDENT PRIOR TO MAKING ANY THIRD PARTY COMPLAINTS IN ORDER TO ALLOW LANDLORD TO RESPOND.

23. In the event any word, paragraph, or provision of this agreement is held to be unenforceable, void or voidable as being contrary to the law or public policy of the United States or any other jurisdiction entitled to exercise authority hereunder, all remaining provisions shall nevertheless continue in full force and effect. If more than one individual is a party to this

agreement as a tenant or purchaser, then unless otherwise specified herein, any single individual party that is a tenant or purchaser shall have binding authority to act unilaterally on behalf of all other tenants or purchasers and is hereby granted a general power of attorney on behalf of all other tenants or purchasers in all matters in corresponding with Landlord related to this agreement. Landlord may rely upon the signature of any individual party, including facsimile signatures, as that party having authority to bind all purchasers herein.

24. OTHER TERMS: Landlord shall hire Luxor Homes II, Inc. to build the _____ house, according to Luxor's standard specifications, with all areas finished except _____. Construction shall commence as soon as possible following execution of this Agreement. The Rent Commencement date shall be fourteen days after the receipt by Landlord of a Certificate of Occupancy. The Lease term shall expire exactly TWO YEARS (730 Days) after the Commencement Date, unless another date is otherwise mutually agreed in writing between the parties

Tenant shall mail Rent payments **in care of** _____ to: _____

The undersigned Tenant(s), have carefully read, understand and agree to the terms and conditions of this lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the _____ day of _____, 20_____.

TENANT: _____ TENANT: _____

TENANT: _____ TENANT: _____

LANDLORD: _____
Randolph A Hall, Landlord