

## Rental Contract

In consideration of the agreements of the Resident(s), known as: \_\_\_\_\_, The owner hereby rents them the dwelling located at \_\_\_\_\_, for the period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and monthly thereafter until \_\_\_\_\_, 20\_\_\_\_, at which time this Agreement is terminated. Resident(s), in consideration of Owners permitting them to occupy the above property, hereby agrees to the following terms:

1. **RENT:** To pay as rental the sum of \$ \_\_\_\_\_ per month, due and payable in advance on or before the 1st day of every month. Failure to pay rent when due will result in the Owner taking immediate legal action to evict the Resident from the premises and seize the security deposit.
2. **LATE FEE:** Rent received after the first of the month will be subject to a late fee of 10% plus (3.00) dollars per day.
3. **BAD CHECKS:** Residents further agree to pay as a service charge the larger of \$ 10 or 5% of the amount of any dishonored check, regardless of cause.
4. **APPLIANCES:** Residents agree to take good care of all furniture, carpets, draperies, appliances, and other household goods provided by Owner. Owner assumes no responsibility for damages resulting from accident, alteration, misuse, abuse, or improper operation by Residents.
5. **EXTRA VISITORS:** To use said dwelling as living quarters only for \_\_\_\_\_ adult(s) and \_\_\_\_\_ child(ren), named \_\_\_\_\_, and to inform the landlord immediately for each other person who shall occupy the premises in any capacity other than visiting.
6. **ACCEPTANCE OF PROPERTY:** Resident accepts the "AS IS" condition of the property, waiving inspection of same by Owner and agrees to notify Owner of any defects. Resident further agrees to indemnify Owner against any loss or liability arising out of Resident's use of the property, including these using the property with Resident's consent.
7. **MAINTENANCE:** Resident agrees to keep the premises in good condition during the period of this agreement. This includes upkeep of woodwork, floors, walls, furnishings and fixtures, appliances, windows, screens doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Resident acknowledges specific responsibility for replacing and/or cleaning filters on a/c and heating units. Any damages caused to units because of not changing and cleaning filters will be paid for by the Resident. Tacks, nails, or other hangers nailed or screwed into the walls or ceilings will be removed at the termination of this agreement. Damage caused by rain, hail or wind as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping, whether caused by abuse or neglect is the responsibility of the Resident. Resident agrees to provide pest control in the event it is needed. It is the full and sole responsibilities of the tenants to keep both the front and back yard, as well as drive and walk ways, in accordance with the Codes, Ordinances, and Regulations of the City and the County. Maximum grass height cannot exceed 6 inches. Tenants shall be solely responsible for all fines, costs, and penalties resulted from violating any City or County Ordinances.
8. **VEHICLES:** Resident agrees never to park or store a motor home, recreational vehicle, or trailer of any type on the premises.
9. **CLEANING:** Resident accepts premises in its current state of cleanliness and agrees to return it in a like condition.
10. **SECURITY DEPOSIT:** Resident agrees to pay a deposit in the amount of \$ \_\_\_\_\_ to secure residents pledge of full compliance with the terms of this agreement. Note: THE DEPOSIT MAY NOT BE USED BY TENANT TO PAY RENT DURING THE TENANCY! The security deposit will be used at the end of the tenancy to compensate the Owner for any damages or unpaid rent or charges. Any cleaning or repairs required by Owner in Owner's discretion after Resident vacates the residence shall be charged to Resident at a rate of \$45.00 per hour.
11. **PETS:** Resident agrees to pay a one-time non-refundable pet acceptance fee of \$ 200.00 per pet and an additional monthly pet rent of \$ 20.00 per pet for a total of \$ \_\_\_\_\_ per month for the pets named \_\_\_\_\_. All pets found on the property, but not registered under this agreement will be presumed to be strays and disposed of by the appropriate agency as prescribed by law. In the event a Resident harbors an undisclosed pet, they agree to pay a pet fee for the entire term of the agreement, regardless of when the pet was first introduced to the household. The Resident specifically understands and agrees:

- A. No pet which is attacked-trained or vicious, with a history of biting people or other animals, or of property damage will be kept on the premises;
  - B. That the Resident is solely responsible for any and all damage to the owner's property including, but not limited to the premises, carpeting, draperies, blinds, wall coverings, furnishings, appliances, and landscaping, including the lawn, and shrubbery;
  - C. That in a like manner, he is responsible for any and all damage or loss to persons or property of others caused by the Resident's pet(s) and in this regard does hereby agree to hold the owner harmless for any such damage;
  - D. That all pet(s) should be cared for and maintained in a humane and lawful manner;
  - E. That all pet waste shall be removed and disposed of promptly, including waste in neighbor's yards distributed by Resident's pets;
  - F. That all pets shall be maintained so as to not cause annoyance to others.
12. RESIDENT'S OBLIGATIONS: The Resident agrees to meet all of resident's obligations; including:
- A. Taking affirmative action to insure that nothing exists which might place the owner in violation of applicable building, housing and health codes.
  - B. Keeping the dwelling clean, and sanitary; removing garbage and trash as they accumulate; maintaining plumbing in good working order to prevent stoppages and or leakage of plumbing, fixtures, faucets, pipes, etc.
  - C. Operate all electrical, plumbing, sanitary, heating, ventilating, a/c, and other appliances in a reasonable and safe manner.
  - D. Assuring that property belonging to the owner is safeguarded against damage, destruction, loss, removal, or theft.
  - E. Conducting him/herself, his/her family, friends, guests and visitors in a manner which will not disturb others. Resident warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse.
  - F. No pets will be allowed without the expressed, written consent of the Owner at the Owner's sole discretion.
13. SUBLETTING: Resident agrees not to assign this agreement, nor to sub-let any part of the property, nor to allow any other person to live therein other than as named in paragraph 4 above without first requesting permission from the Owner and paying the appropriate surcharge. Further, that covenants contained in the Rental Agreement, once breached, cannot afterward be performed; and that eviction proceedings may be commenced at once without notice.
14. COURT COSTS: Resident agrees to pay all court costs and Attorney's fees incurred by the Owner in enforcing legal action or any of the Owner's other rights under this agreement or any state law. In the event any portion of this Agreement shall be found to be unenforceable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.
15. OWNER'S STATEMENTS: All rights given to the Owner by this agreement shall be cumulative in addition to any other laws which might exist or come into being. Any exercise or failure to exercise, by the Owner of any right shall not act as a waiver of any other rights. No statement or promise of Owner or his agent as to tenancy, repairs, alternations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.
16. PARTIAL PAYMENT: The acceptance by the Owner of partial payments of rent due shall not under any circumstance, constitute a waiver of the Owner, nor affect any notice or legal eviction proceedings in theretofore given or commenced under state law.
17. ABANDONMENT: If Resident leaves said premises unoccupied for 15 days while rent is due and unpaid, Owner is granted the right hereunder to take immediate possession thereof and to exclude Resident there from; removing at his/her expense all his/her property contained therein and placing it into storage at Resident's expense.
18. RIGHT TO SIGN: The individual(s) signing this Lease/Rental Agreement as to Resident stipulates and warrants that he/she/they have the right to sign for and to bind all occupants.
19. UTILITIES: Residents shall be responsible for payments of all utilities, garbage, recycle, water and sewer charges, telephone, gas or other bills incurred during their residency. They specifically authorize the Owner to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after the termination of this agreement. Tenant shall have the above services put in their name beginning on or before the first date of occupancy. Any such bills for these services intermittently billed to Landlord during this tenancy will be charged back to Tenant and shall be due for reimbursement upon receipt of invoice from Landlord. If after the first billing period, any or all utilities have still not been transferred into Tenant's name, Landlord reserves the right to charge an administration fee of \$25.00 per bill to tenant and will notify Tenant that such service(s) will be terminated by Landlord immediately. Landlord shall not be liable for damages resulting from any failure of any utility or for injury to any person (including death) or damage to property resulting from any condition of leased premises, unless such damage is the proximate result of the negligence or unlawful act of Landlord. Tenant expressly assumes the risk of loss or damage to Tenant's property in the leased premises, and shall pay for all such loss or damage caused by any freezing or other problems which result from Tenant's failure to provide proper heating or the termination of utilities due to non-payment of bills

by Tenant.

20. **PERSONAL PROPERTY:** No rights of storage are given by this agreement. The owner shall not be liable for any loss of personal injury or property by fire, theft, breakage, burglary, or otherwise, for any accidental damage to persons, guests, or property in or about the leased/rented property resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of owner, or owners agent, contractors, or employees, or by any other cause, whatsoever. Resident covenants and agrees to make no claim for any such damages or loss against owner, but to purchase needed "renters insurance" or to provide self-insurance in adequate amounts to offset any risk. Resident agrees to list Owner as "additional insured" on their insurance policies. \_\_\_\_\_(initials)
21. **REMOVAL OF PROPERTY:** Resident agrees not to remove or alter in any way owner's property specific written permission from the owner. Any removal or alteration of owners property without permission shall constitute abandonment and surrender of the premises, and termination by the tenant of this agreement Owner may take immediate possession and exclude Residents from the property, storing all Residents possessions at Resident's expense pending reimbursement in full for owner's loss and damages.
22. **WATERBEDS:** In the event any occupant of the premises shall use a flotation bedding system, the Resident shall carry an insurance policy with a loss payable clause payable to the owner. This policy should cover personal injury and damage to the owner, and should be in a form standard to the industry. The minimum limits should be \$ 100,000. In the event the Resident installs a flotation bed installation, then the Resident is in default, and owner will have remedies as per paragraph 20 above.
23. **TERMINATION:** After one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties, or by either party giving written notice of at least 30 days prior to the end of any monthly period. Any provision of this agreement may be changed by the owner in like manner.
24. **METHOD OF PAYMENT:** The initial payment of rent and deposits under this agreement must be made in cash, or cashier's check drawn on a local financial institution. Thereafter, monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Regardless of cause, no other additional payments may afterwards be made by check. Checks returned will not be re-deposited. The Resident will be notified by a 3 day notice, and will be required to pay the amount due, including the bad check charge, in cash. Resident is aware that owner may report past rent, damages, utilities or other costs owed by Resident to credit reporting agencies. Resident understands this reporting could affect Resident's ability to obtain credit for future housing.
25. **DELIVERY OF RENTS:** Rents may be mailed through the U.S. mail to MWS LLC, 51186 Leeward Pt., Granger, IN 46530 and made payable to MWS LLC or be directly deposited into the bank account of MWS LLC. Any rents lost in the mail will be treated as if unpaid until received by Owner. It is recommended that payment made in cash or money order be delivered in person to the owner's office at the above address.
26. **RETURN OF DEPOSIT:** Security deposits will be deposited for the Resident's benefit in a non-interest bearing bank account. Release of these deposits is subject to the provisions of State Statues and as follows:
- A. The full term of this agreement has been completed.
  - B. Formal written notice has been given as per paragraph 23 above.
  - C. No damage or deterioration to the premises, building(s), or grounds is evident.
  - D. The entire dwelling, appliance, closets and cupboards, are clean and left free of insects, the refrigerator is defrosted, and all debris and rubbish has been removed from the property; the carpets are cleaned and left odorless.
  - E. Any and all unpaid charges, pet charges, late charges, extra visitor charges, delinquent rents, utility charges, etc., have been paid in full.
  - F. All keys have been returned, including keys to any new locks installed while resident was in possession.
  - G. A forwarding address has been left with the owner.
- Forty Five days after termination of occupancy, the owner will send the balance of the deposit to the address provided by the Resident, payable to the signatories hereto, or owner will impose a claim on the deposit and so notify the Resident by mail or email. If such written claim is not sent, the owner relinquishes his right to make any further claim on the deposit and must return it to the Resident provided Resident has given the Owner notice of intent to vacate, abandon, and terminate this agreement proper to the expiration of its full term, at least 30 days in advance.
27. **PHONE:** Resident agrees to furnish to the owner a working phone number, and any changes, within 3 days of occupancy.
28. **GAS, ELECTRIC, WATER AND WASTE REMOVAL:** Resident agrees to transfer gas, electric, water, recycle, and waste removal service to their name on or before occupancy and to make arrangements for meter readings as needed.
29. **OWNERS AGENTS AND ACCESS:** The owner may be represented by an agent who will carry identification. Resident

specifically agrees to permit the owner or agent(s) access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request. Resident will also allow signage in the yard.

30. **REPAIRS:** In the event repairs are needed beyond the competence of the Resident, he or she is urged to arrange for professional assistance. ANY REPAIR THAT WILL BE PAID BY THE OWNER MUST BE APPROVED BY THE OWNER OR THE TENANT WILL BE RESPONSIBLE FOR THE ENTIRE COST OF THAT REPAIR. Tenant agrees to make no alterations or additions to the premises without previous written consent of the Landlord. Any improvement made by the tenant shall become the property of the Owner at the conclusion of this agreement.
31. **WORKER'S WARRANTY:** All parties to this agreement warrant that any work or repairs performed by the Resident will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Owner free from harm, litigation or claims of any other person.
32. **RADON:** Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceeds Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health office.
33. **LEAD-BASED PAINT:** Houses built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Upon tenants' requests, landlord must also provide a federally approved pamphlet of lead poisoning prevention.
34. **SMOKE DETECTORS:** Smoke detectors have been installed in this residence. It's the tenant's responsibility to maintain its appliance including testing periodically and replacing batteries as recommended by the manufacturer. In the event the detector is missing or inoperative, the tenant has an affirmative duty to notify the landlord immediately.
35. **DEFAULT BY RESIDENT:** Any breach or violation of any provision of this contract by Resident or any untrue or misleading information in Resident's application shall give the Owner or his agent's the right to terminate this contract, evict the Resident and to take possession of the residence. The Resident agrees to a forfeiture of the security deposit and Owner may still pursue any remaining amounts due and owing.
36. **BANKRUPTCY:** In the event of bankruptcy or state insolvency proceeding being filed against the Resident, this heirs, or assign, at the option of Owner, his agent, heirs, or assigns, and immediately declare this contract null and void, and to once resume possession of the premises. No judicial officer shall ever have any rights, title, or interest in or to the above-described property by virtue of this agreement.
37. **RENEWAL TERM:** At the end of initial term herein, as per page 1, owner may offer to renew for another one year term; but the rental rate may increase at Owner's discretion. Or if there shall be no renewal but Resident remains in the residence, it shall be on a month to month basis, subject to rent increase and changes to other terms and conditions at Owner's discretion.
38. **ACKNOWLEDGMENT:** In this agreement the singular number where used will also include the plural, the Masculine gender will include the Feminine, the term Owner will include Landlord, Lesser, and the term Resident will include Tenant, Lessee. The below-signed parties acknowledge that they have read and understand all of the provisions of this agreement. This contract is bound by all heirs, executors, successors and/or assigns.

**LEGAL CONTRACT:** This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.

ACCEPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, at \_\_\_\_\_, Indiana \_\_\_\_\_.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
MWS LLC