

Olympus Properties, LLC
Summary of Lease Agreement

Lease Overview

Date Lease Signed:
Address of Leased Premises:
Maximum Occupancy:
Term of Lease:

Utilities

<i>Lawn care</i>	<i>Cable</i>
<i>Electric</i>	<i>Internet</i>
<i>Gas</i>	<i>Phone</i>
<i>Water/Sewer</i>	
<i>Trash</i>	

Parking

Expenses for the residents of downtown properties are not included in monthly rental installments or handled by Olympus Properties. Olympus is not responsible for any changes in parking rates, regulations, or availability.

Recurring Charges to Olympus Properties

Monthly Rent Installment
Parking Charges
Internet
Cable

Money due before resident takes possession

Security Deposit
Last Month's Rent Installment
Total Due

First month's rent due

Notes

The Lease governs any discrepancies between this summary and the Lease. This summary is compiled for the Tenant's convenience.

Acknowledged

Olympus Properties, LLC
2620 N. Walnut St. Suite 1000
Bloomington, IN 47404
Ph: (812) 334-8200
Fax: (812) 961-1115
www.olympusproperties.com

Security Deposit:
Lease Term:
Total Rent for Term of Lease:
Monthly Rent Installments:

OLYMPUS PROPERTIES, LLC LEASE AGREEMENT

1. **DISCLOSURE:** Olympus Properties, LLC manages this property as agent and representative of the owner of the property.

2. **PARTIES:** This Lease is made this ___ day of _____ between Olympus Properties, LLC ("Management") and:

Names	Email Addresses
(a) _____	(a) _____
(b) _____	(b) _____
(c) _____	(c) _____
(d) _____	(d) _____
(e) _____	(e) _____

("Resident"). All persons living in the Premises for three (3) or more consecutive days must sign this Lease as Residents. All **Residents** are **jointly and severally liable** for all terms of this Lease.

3. **ADDRESS OF PROPERTY:** Management rents the following property ("Premises") to Resident for the term of this Lease: Location: _____.

4. **LEASE TERM:** The term of this Lease begins at the time of the move-in inspection on _____ and ends at 12:00 p.m. (noon) on _____.

NO option to renew this Lease is provided by this document. A separate agreement must be reached in order to renew or extend this lease. **NO EARLY MOVE-INS OF PERSONAL PROPERTY, NO EXCEPTIONS.**

5. **RENTS:**

(a) **RENT:** The rent for the term of this Lease is: _____ ().

(b) **INSTALLMENTS:** Rent is to be paid in advance in equal monthly installments of:

_____, without deduction or demand and must be received by Olympus Properties, LLC at PO Box 1698, Bloomington, Indiana, 47402, on or by the first day of each month, subject to paragraph 7 below, and contingent upon rent being paid when due. The last Rent installment is due at the signing of this lease with the payment of the Security Deposit. Rent for the first installment is due on the first day of the month that tenant takes possession: _____. All Residents are jointly/severally liable for the total rent obligation of this Lease. This is a 50 week lease. The payments are divided into 12 equal installments. No proration is provided as the division by 12 has already accounted for the length of the lease.

(c) **PAYMENT TYPE:** Rent installments must be paid with one check or payment regardless of the number of Residents. Partial payments of rent will not be accepted. Cash will not be accepted. Upon request, Management will provide a tenant ledger itemizing all rent payment history at no cost to Residents; however, there is a \$50.00 minimum per hour surcharge for ledger research and analysis, billed in one hour increments.

(d) **HOLDOVER RENTS:** Holdover tenancy constitutes a breach of this lease. Resident must remove all personal belongings from the Premises before Resident is considered to have vacated the Premises. In the event Resident remains in the premises after the expiration of the term or any renewal thereof without having executed a new written Lease, such holding over will not constitute a renewal or extension of this Lease. Management, at its option, may elect to treat Resident as one who has not removed at the end of its term, and be entitled to all remedies against Resident provided by law in that situation; or Management may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease. Failure to vacate the Premises by the expiration of the lease term will result in a holdover charge of \$300 per day, in addition to consequential damages and expenses caused by the holdover, such as hotel and moving expenses of future tenants, the increased cost of turnover work and could include the entire next term's rental income (and other damages) if such holdover caused a breach of contract of the future tenant's lease.

(e) **DUE DATE:** Rents must be delivered by mail to the address designated by Management on or before the first day of the month.

6. **SECURITY DEPOSIT:** Resident will pay a Security Deposit at the Lease signing which Management will hold until the Lease is terminated. Resident may not apply the Security Deposit to rent payments. Resident authorizes Management to deduct the following charges from Resident's Security Deposit, if applicable:

- (a) unpaid rent;
- (b) unpaid fees and charges provided by the terms of this Lease;
- (c) any attorneys' fees, court costs, and/or other expenses incurred by Management because of a breach of any provision(s) of this Lease by Resident;
- (d) reasonable cleaning expenses. Olympus professionally cleans the Premises prior to each new Lease term;
- (e) the cost of professionally cleaning the carpet and/or reconditioning the hardwood floors at the end of the Lease term and any related Management costs;
- (f) the cost of any repairs or replacements of any fixtures, systems, or appliances; painting or refurbishing of the Premises in excess of reasonable wear and tear and any related Management costs;
- (g) the cost of pest control treatment of Premises necessary due to Resident's action or inaction, and any related Management costs;
- (h) the cost of bank charges incurred by Management for checks returned NSF and any related Management fees;
- (i) packing, moving and storage charges for removal of personal property as provided by this Lease.

The balance of the Security Deposit remaining after deduction of applicable charges will be returned to Resident as provided by Indiana law (currently post-marked within 45 days if Resident provides a forwarding address and proof of payment of sewer and water charges, where required) after the end of this Lease. If the Security Deposit is inadequate to cover the deductions, Resident is obligated to pay Management the amount by which the charges exceed the deposit. Resident and Management agree that if this Lease is renewed or extended, or if a new Lease is entered into after the expiration of this Lease, that the Security Deposit will not be returned until the appropriate time following the expiration of such renewal, extension, or new Lease, unless an additional Security Deposit for the renewal, extension, or new Lease has been paid by Resident to Management.

In the event that Resident moves out of the Premises within ninety (90) days prior to the end of the lease term, all remaining rent installments due under the Lease shall become immediately due and payable as unpaid rent for purposes of this Paragraph. Nothing in this Paragraph shall affect the provisions regarding early surrender elsewhere in the Lease.

The Security Deposit will be returned to: _____ at the permanent address specified with Resident's signature below, or at _____

unless Management is notified in writing of a different address. If Resident fails to provide Management with a forwarding address within 45 days of vacating the Premises, Resident waives all rights of an accounting or return of the Security Deposit, which shall be deemed abandoned.

7. **DELINQUENT RENT PAYMENTS, LATE FEES, BAD CHECKS:** Time is of the essence of this Lease. Management's ability to provide service to Resident rests in large part on receiving monthly rental income promptly. **If Resident's monthly rent installment is not received on or before the close of business on the date due, a late fee of Twenty-Five Dollars (\$25.00) will be imposed. An additional late charge of One Dollar (\$1.00) per day will be imposed for each day the rent remains unpaid.** A returned check is considered nonpayment of rent. Partial payment of rent is considered non-payment of rent. A returned check must be replaced with a cashier's check or a money order. A second check in place of a bad check WILL NOT be accepted. There will be a Thirty Dollar (\$30.00) charge for a returned check in addition to the late fees. If Resident's check is returned unpaid and remains unpaid after due notice, Resident may be liable to Management for three (3) times the amount of the unpaid check and reasonable attorneys' fees (as provided by Indiana law). Charges for fees or fines to Resident's account balance are due and payable within 30 (thirty) days of the charge. Any charges not paid within 30 days will be subject to late fees. All payments made by Resident shall be applied to the outstanding charges (including charges for rental installments, utilities, parking, late fees, penalties, and/or any other charges assessed under the terms of this Lease) according to the date of accrual, with the oldest outstanding charges paid first.

8. **MANAGEMENT REMEDIES UPON RESIDENT'S DEFAULT:** If Resident fails to pay any amount required under this Lease when due, or if Resident breaches any other provision of this Lease, then Resident will be in Default. Default of this lease is a default of all leases that Resident has with Olympus. Default will be deemed to be anticipatory repudiation of any leases not yet commenced. The Monroe Circuit Court will have proper jurisdiction over the matter(s).

- (a) Suspension of Telephone or Internet Service. If Resident is in Default, Management may immediately suspend telephone or Internet service per their discretion until payment is received in full.
- (b) Notice to Quit. Management shall not be required to send Resident a Notice to Quit the Premises prior to instituting eviction proceedings upon Resident's Default.
- (c) Repossession or Eviction. If Resident is in Default, Management may immediately institute eviction proceedings and/or take possession of the Premises. Management will take appropriate steps to re-rent the Premises as soon as practicable in an effort to mitigate damages. If eviction proceedings are filed, Management will charge an additional fee to Resident in the amount of the court filing fees plus Twenty-five Dollars (\$25) for Management's administrative expenses and opportunity costs, in addition to all other amounts owed by Resident.
- (d) Resident's Continued Liability for Damages. If Management will obtain possession of the Premises after Default, the Resident's liability for damages under this Lease will survive. This liability includes the amount of rent that would have been paid for the remainder of the Lease term, together with costs, late fees, utilities and expenses of the Premises while vacant, the cost of re-renting the Premises, court costs, and reasonable attorneys' fees, less rental payments Management receives by re-renting the apartment. These amounts are immediately due and payable.

9. **UTILITIES:** Resident is responsible for and will pay all charges for utilities (electric, gas, water and sewer, telephone) and TV services unless otherwise specified in writing. Resident is to pay utility bills on a monthly basis. Bills remaining unpaid for thirty (30) days or longer will accrue late fees as described in Paragraph 7. **Resident must obtain utility accounts in Resident's name at least three (3) days prior to the move-in inspection. Failure may result in a \$20 administrative charge per month billing for management's efforts in forwarding and processing the bills. Resident remains responsible for the cost of the utilities, even if not placed in Resident's name. Utilities (except telephone, cable TV and satellite TV services) must remain on for the term of the lease, i.e.: through the last day.** Resident will be responsible for any disconnection or re-connection fees caused by Resident's request or default. Management will charge these fees to Resident. Resident will supply Management with final utility bills stamped paid upon completion of this lease. Management will not be liable for failure to furnish those utilities that are its responsibility to provide unless Resident has provided prompt, written notice to Management of the failure. Resident will use all utilities in a reasonable manner related to a residential use and failure to do so will result in additional rent charges or Lease termination. Resident will maintain the Premises temperature at or above sixty degrees Fahrenheit (60F.) during the winter months to prevent frozen water pipes. Resident is responsible for damage caused by failure to maintain appropriate temperature.

10. **USE OF PROPERTY:** Resident will personally use and occupy the Premises solely as a private dwelling for those people indicated on this Lease. Resident will not use the Premises and/or common areas for any commercial purpose. The number of occupants of the Premises will not exceed the number of Residents signing this Lease. The failure of any person occupying the Premises to sign this Lease is deemed a breach of the Lease by those who have signed.

The Premises will be used in such a manner as to comply with all local, state and federal laws and regulations. Resident agrees not to use the Premises or permit the Premises to be used for any disorderly or unlawful purpose or in any manner offensive to any other occupant of the building or to any neighbors. Resident's committal of a sex crime or felony during the term of this lease, even if unrelated to the Premises, constitutes a breach of this lease.

Motorized vehicles of any kind are not permitted in the Premises and/or common areas except in designated parking areas. Resident may not possess or store combustible fuels, firecrackers, firearms or deadly weapons at the Premises and/or common areas. Bicycles may not be ridden in the Premises and/or common areas. Fresh (cut or balled root) Christmas Trees are not permitted in the Premises.

11. **ALTERATIONS AND MAINTENANCE OF PREMISES:** Resident will not cause or permit any alterations to the Premises without first obtaining the written consent of Management. All **approved** alterations will be made in accordance with applicable laws and will become Management's property. Resident may use only small finishing nails in the walls of the Premises for hanging pictures or posters. Resident will use reasonable care in hanging pictures or posters. Resident may not drive or attach spikes, hooks, screws, bolts, stick-on hooks, or the like to woodwork, walls or ceilings to hang curtain rods, drapery fixtures, mirrors, t.v. shelves or for any other purpose. Only Management may make these installations. Tape is expressly prohibited. Resident will be charged for damage due violations of this provision. Management will maintain the following in the same condition as at the commencement of this Lease:

- (a) The exterior and structural walls (excluding siding, doors and glass), structural floors (excluding floor coverings), foundations, roofs, gutters, and exterior down spouts of the Premises.
- (b) Areas appurtenant (if any) to the Premises including, without limitations, lobbies, driveways, parking areas, and canopies.
- (c) Water, sewage, gas and electrical lines from the public mains up to the point of entry to the Premises.

Resident will maintain the Premises in the same condition as received. Resident is specifically instructed not to improperly dispose solid matter in garbage disposals, drains, or toilets, that clogs the pipes. This includes feminine

hygiene products. **The minimum plumbing fee for clogs due to improper use is Fifty Dollars (\$50) but may be greater depending on the repair required.**

Resident must notify Management immediately of water leaks, damage, any defect or uninhabitable condition. Notice is to be given to the Management at the office either in person, in writing or by calling (812)334-8200 during office hours. Emergency notices for heat, water, electricity, air conditioning, and life threatening situations after office hours should be given by calling numbers posted by Management. Management's maintenance technicians are not equipped to record defects or to schedule their repair. Resident must notify the Management at the office and not the maintenance technicians. Management will schedule appropriate repairs upon receiving notice. Resident may not order a outside service or repair. Any expense borne by Resident, unless authorized by Management in writing, will be paid by Resident.

12. **DAMAGES TO PREMISES:** Damage caused by Resident, Resident's invitees, or other persons on or near the Premises as a result of Resident's occupancy shall be repaired by Management at Resident's expense. Resident will pay for repairs within ten (10) days of receiving notice of the charge for repairs. The charges for repairs shall include Management's overhead and profit percentage in addition to the charges for time and materials. Residents are also responsible for any consequential damages caused by their action or the actions of their guests, such as damages which prevent other residents in the building from occupying the premises or damages which prevent future residents from occupying the premises. For example, if damages are so extensive that Management is unable to repair the premises before the commencement of the next resident's lease, Resident will be responsible for damages as if Resident had held over, including \$300 per day plus other consequential damages.

13. **MANAGEMENT'S NONLIABILITY:** Management will not be liable for damages to person or property sustained by the Resident, Resident's invitees, or other persons while on or about the Premises, buildings or grounds as a result of Resident's occupancy. Management will not be liable for losses or theft of Resident's property in the Premises, storage areas, laundry rooms, common areas or parking areas. Management is not aware of any lead paint on the Premises.

14. **ABANDONMENT:** If the Resident abandons (as defined by Indiana law) the Premises, Resident appoints Management as Resident's agent to re-rent the Premises. Management may, at its option, take possession of the Premises and re-rent same without such action being deemed an acceptance of Resident's abandonment or a surrender of this Lease. Resident will remain liable to pay the rent specified in this Lease and any costs of re-renting the Premises in addition to any remedies of the Management at law or in equity. Resident agrees to notify the management if the Premises will be empty for more than twenty-one (21) days.

15. **SUBLEASING AND ASSIGNING:** Resident may not sublet nor assign the Premises without the prior written consent of Management. Consent will not be unreasonably withheld. Sub Tenant must qualify through Management's normal application screening process, including financial and reference checks. Resident will use the forms provided by Management. All Residents and Sub Tenant must sign the sublease agreement. There is a sublet fee of One Hundred Dollars (\$100.00). This fee is charged each time a sublet agreement is executed. Multiple sublets will result in multiple fees. Management will hold the security deposit of the Resident until the end of the Lease. Resident will remain fully liable to perform all of the terms and provisions of this Lease.

16. **PETS: ABSOLUTELY NO ANIMALS, BIRDS, REPTILES, FISH OR PETS OF ANY KIND WILL BE PERMITTED IN THE PREMISES UNLESS SPECIFIC WRITTEN APPROVAL IS GIVEN BY MANAGEMENT.** The first violation of this clause will result in a penalty charge of Three Hundred Dollars (\$300.00). Upon discovery, the pet must be removed from the premises within three days and an inspection will be conducted to verify its absence. A second violation will result in a penalty charge of Six Hundred Dollars (\$600.00). Any further violations will result in the immediate removal of the animal to the Monroe County Humane Society. Additionally, Management may

seek remedies up to and including eviction. Upon move-out, Management may charge a separate Animal Cleaning Fee in addition to all other remedies under this Lease to provide a professional cleaning of the Premises. If necessary, Management will employ the services of a professional exterminator, which fees will be assessed to Resident.

17. **MAXIMUM OCCUPANCY:** The maximum occupancy shall never exceed four times the number of Residents. Any violation of this clause is a breach of this Lease and will result in a fee of One Hundred Dollars (\$100) per occurrence, in addition to the other remedies available under the Lease.

18. **SMOKING:** This is a non-smoking property. No smoking of any substance is permitted on or around the Premises, including common areas, porches, or balconies. The City of Bloomington Smoking Ordinance 03-06 prohibits smoking in public places, which includes the common areas of the Premises. Any violation of this clause is a breach of this Lease and will result in a fee of Three Hundred Dollars (\$300) per occurrence, in addition to the other remedies available under the lease. Should Resident or Resident's guests or other persons on the property of Resident's occupancy violate this non-smoking provision, Resident assumes all liability for such smoking by such persons in or near the Premises including financial liability for repair and replacement of any damage to rental units, common areas, or other property or physical injury to other Residents or their guests. This provision applies to Resident, Resident's invitees, and any other person on the Premises due to Resident's occupancy.

19. **PARKING:** Parking is permitted in designated parking areas only. Management may, at Resident's expense:

- (a) remove vehicles parked on grass, sidewalks, or streets;
- (b) remove disabled or abandoned vehicles; and
- (c) remove any vehicle parked in violation of the Olympus Properties Parking Policy.

20. **NOISE; REMOVAL FOR UNREASONABLE CONDUCT:** Resident agrees not to make or allow any excessive noise or activity in the Premises that disturbs the peace and quiet of other Residents in the building, or of neighbors to the Premises. Resident agrees not to conduct or permit to be conducted vocal or instrumental practice or instruction in the Premises. Resident (and other persons on or near the Premises due to Resident's occupancy) will not disturb other Residents or neighbors or threaten to cause damage to the Premises. Violation of this provision is a breach of the Lease. If Olympus responds to a noise complaint about Resident, Olympus will assess a **Two-Hundred Fifty Dollar** (\$250) charge to Resident.

21. **FIRE, OTHER HAZARDS AND DESTRUCTION OF PREMISES:** Resident will not permit or do any hazardous act that might cause fire. If the Premises become uninhabitable by reason of fire or other hazard not caused by negligence of Resident, Resident's invitee, or other person on or near the Premises due to Resident's occupancy, the rent due pursuant to this Lease will be suspended unless the Premises are restored to a habitable condition within thirty (30) days. Rent will not be suspended if management is able to offer and if Resident accepts temporary accommodations. Management is not obligated to rebuild or restore the Premises. In the event the Premises or a building of which the Premises are part is destroyed by fire or other disaster and Management does not rebuild, this Lease will terminate, and rent paid in advance will be prorated up to the date of destruction of the Premises.

22. **GRILLS:** Resident shall not store nor use any gas or charcoal grill, nor any other open flame cooking or heating device, on any balcony, porch, or common area. Resident shall defend, indemnify and save harmless Management and Owners from and against any claim, liability or judgment, including attorney fees and defense costs, for any loss arising out of the storage or use of any such device on any balcony, porch or common area on the Premises, and from any fine or penalty imposed by any civil agency or court because of the storage or use of such a device. Violation of this clause is a breach of the Lease and will result in a fee of One Hundred Dollars (\$100.00) per occurrence, in addition to the other remedies available under the Lease.

23. **WATER BEDS:** Resident shall not store nor use any water beds. Resident shall defend, indemnify and save harmless Management and Owners from and against any claim, liability or judgment, including attorney fees and defense costs, for any loss arising out of the storage or use of any such device on the Premises. Violation of this clause is a breach of the Lease and will result in a fee of One Hundred Dollars (\$100.00) per occurrence, in addition to the other remedies available under the Lease.

24. **UPKEEP AND CLEANING:** Lessee will keep the Premises in good repair; in a clean, sightly and sanitary condition; free from vermin, rodents, and accumulation of trash and recycling. Management reserves the right to clean the Premises during the Term of the Lease at Resident's expense if Management discovers unsightly or unsanitary conditions. All trash or recycling must be placed in the designated areas.

25. **TRASH:** If the City of Bloomington provides curbside trash pick-up to the Premises, trash and recycling must be placed at the curb only on the designated day as required by the City. Management may elect to pay any fines levied by City of Bloomington for violations of trash, dumpster, or recycling during the term of the Lease. If Management does elect to pay any such fines, Resident will reimburse Management and pay a Twenty Dollar (\$20.00) processing fee. Management may elect to clear Premises of trash and charge Tenant for such clean-up. Trash clean-up is charged at Fifty Dollars (\$50) per hour, with a minimum two hour charge.

26. **COMMON AREAS: Absolutely no personal property, trash, or recycling may be left or stored in common areas. Management reserves the right to remove any such property, which will be deemed to have been abandoned, without notice.** Resident will pay moving and storage fees as provided by this Lease. Any Resident who does leave or store property in common areas that causes injury will be liable for such injuries.

27. **INSURANCE:** Resident will not permit nor perform any hazardous act that might increase the rate of insurance on the Premises. Resident will comply in all respects with any policy of insurance covering the Premises, including complying with the requests of Management or Management's insurance carrier with regard to safety of the Premises. **Management will not be responsible for any injury or damage or loss to persons or property in or about the Premises, including Resident's property, unless due to the sole negligence of Management. Resident agrees to limit any recovery to the extent of any insurance policy proceeds.**

EACH RESIDENT IS ADVISED TO SECURE "RENTER'S INSURANCE" FOR HIS/HER OWN POSSESSIONS AND PERSONAL LIABILITY. IT IS THE RESPONSIBILITY OF RESIDENT TO CARRY INSURANCE TO COVER ANY AND ALL PERSONAL PROPERTY WITHIN THE PREMISES OR STORAGE AREAS PROVIDED BY MANAGEMENT.

28. **JOINT INSPECTION:** Pursuant to Bloomington City Ordinance, a joint inspection of the Premises will be scheduled by Management to determine the condition of the Premises.

(a) **MOVE IN:** An inventory and damage list will be prepared at the time of the move in inspection. If Resident fails to appear at the scheduled move in inspection, Management will conduct the inspection and leave a copy of the inventory and damage list for Resident. The list is incorporated by reference in this Lease. Resident shall have twenty-four (24) hours from the time of the move-in inspection to notify Management of any additions or corrections to the inspection and damage list.

(b) **MOVE OUT:** Resident must clean the Premises before vacating them. Management will schedule and conduct a joint move out inspection using the inventory and damage list from the move-in inspection. Resident will be charged for cleaning of items Resident fails to clean adequately.

29. **ATTORNEYS' FEES:** Resident agrees to pay reasonable attorneys' fees, costs of collection, and applicable court costs incurred by Management because of Resident's breach of any term of this Lease whether by Resident's or Resident's invitees' actions or inactions, or actions or inactions of persons on or near the Premises due to Resident's occupancy. The Monroe Circuit Court will have proper jurisdiction over issues regarding attorneys' fees.

30. **REMOVAL OF PERSONAL PROPERTY:** If Resident moves out and fails to remove personal property, then the personal property will be deemed abandoned and disposed of as Management sees fit. If Management is required to store personal property and such personal property is claimed by Resident, Resident will pay **all** packing, moving, and storage expenses before receiving any personal property. Management and Resident agree that charges for packing, moving, and storage will be Fifty Dollars (\$50.00) per hour, per person or the cost charged by a third-party vendor plus Management's overhead and profit of 15%. Management will not release any personal property from storage until all packing and storage fees are paid.

31. **KEYS:** Minimum lockout charges are as follows:

Monday through Friday	9 a.m. to 4 p.m.	Free
Monday through Friday	4 p.m. to 10 p.m.	\$80
Saturday and Sunday	9 a.m. to 10 p.m.	\$80
All days	10 p.m. to 9 a.m.	\$150
Holidays		\$150

The charge shall accrue at the time the request is made, regardless of whether the request is later cancelled. Resident must show identification to obtain lock-out service. At the expiration of the Term of this Lease, Resident must return all Premises keys to Management. If all keys are not returned Resident will pay a minimum lock replacement fee of Seventy-five Dollars (\$75.00). Acceptance of a key to the Premises from Resident is not an acceptance by Management of surrender of the Premises by Resident vacating the Premises in violation of the Lease. Resident must not alter any lock, install new or additional locks or knocker on any door of the Premises, without Management's prior written approval.

32. **SMOKE ALARMS:** Resident must ensure smoke alarms are functional and not disabled. Resident is required to maintain and test all smoke alarms at least one (1) time every six (6) months and to replace batteries when needed. Resident shall immediately report any broken or malfunctioning smoke alarm to Management. Resident shall not remove, disable or tamper with smoke alarms in the Premises and/or common areas. A penalty of **One Hundred Fifty Dollars** (\$150.00) shall be charged to Resident on the first instance of intentional damage, disassembly or removal of a smoke alarm at the Premises and a penalty of **Two Hundred Dollars** (\$200.00) shall be charged for each succeeding violation. No penalty will be assessed for malfunctioning equipment that is timely reported to Management.

33. **SECURITY CAMERAS:** Resident agrees not to intentionally remove, disable, obstruct, damage, alter the view of, or tamper with security cameras on the building's property. Violation of this clause is a breach of the Lease and will result in a fee of Three Hundred Dollars (\$300.00) per occurrence, in addition to repair or replacement costs and other remedies available under the Lease.

34. **HISTORIC NATURE OF THE PROPERTY (WHERE APPLICABLE):** Resident acknowledges that this property is historic and contains many unique features. Resident acknowledges that any damage to these unique features will require particular (and expensive) expertise to restore to its previous condition. By way of example and not as an exclusive list, plaster walls, wood spindles, antique doors, wood stairways and original windows require a specifically skilled workman for repairs or replacements. Resident acknowledges this requirement of skill and expertise and agrees that if any damage to the historic features of the property occurs during Resident's occupancy, that Resident will fully reimburse Landlord for the expense of repair or restoration of the historic feature in its historic manner. Resident specifically agrees that the cost of repair and restoration to the condition in which

Resident received the Residence is the measure of damages for which Resident will be responsible. Resident acknowledges that these historic features are part of the charm and value of this Residence. Resident also agrees not to attempt to undertake any repairs or restoration as such could further damage the historic features.

35. **INTERPRETATION AND SEVERABILITY:** In reading and interpreting this Lease, the singular of any word means or applies to the plural and the gender of personal pronouns will be construed as either masculine, feminine, or neuter as required by context. The terms "apartment" and "premises" will also mean and refer to a house or condominium when applicable. If any term, portion or clause of this Lease is held to be unenforceable, the remainder will continue to be enforceable.

36. **NO WAIVER OF TERMS:** No failure by Management to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach and no acceptance of full or partial rent during the continuance of any such breach will constitute a waiver of any such breach or of any such term or condition. No term or condition of this Lease required to be performed by Resident, and no breach of such term or condition, will be waived, altered, or modified, except in writing by Management.

37. **NO EARLY SURRENDER:** Resident expressly agrees not to surrender the apartment or vacate it prior to the expiration of the term of this Lease without first having obtained Management's written consent. This paragraph will not affect the paragraph on subleasing.

38. **RULES AND REGULATIONS:** The rules and regulations attached as Addendum #1 to this Lease are incorporated by reference as a part of this Lease, and Resident will observe the same. Failure to follow the rules will constitute a breach of the Lease in the same manner as a breach of any other provision of this Lease. Resident will follow such further reasonable rules and regulations as may be promulgated by Management from time to time as necessary for the proper and orderly care of the Premises or other portions of a building or property of which the Premises are part.

39. **ACCESS TO PREMISES:** Resident will allow access to the Premises by Management or its agents, during reasonable hours, for the purpose of inspecting and protecting same, to show the Premises to prospective buyers or renters, to make such repairs, additions, or alterations as may be deemed necessary, including pest control (if applicable) and furnace filter services done monthly.

40. **RENTAL APPLICATION:** The Rental Application is incorporated as an Addendum by reference into this Lease. Resident affirms the representations in the Application to be true and correct. Falsification or misrepresentation of the information required on the Application is a breach of the Lease, giving Management the right to cancel this Lease and repossess the Premises. **NO ORAL STATEMENTS MADE BY MANAGEMENT'S EMPLOYEES OR AGENTS ARE BINDING UPON MANAGEMENT UNLESS REDUCED TO WRITING.** All agreements affecting Lease terms will be made by Parties in writing.

41. **JOINT AND SEVERAL LIABILITY:** Each person signing this Lease as Resident or Guarantor will be Jointly and Severally liable to Management for all obligations and any breach of the terms of this Lease. This means that each Resident or Guarantor who signs this Lease may be held individually responsible for the entire amount due under this Lease, for any breach of the terms of this Lease, and for the acts and failures to act of the other Residents or Guarantors signing this Lease. Resident means each person who signs the Lease as Resident or Guarantor.

42. **CONFIDENTIALITY:** Olympus attempts to maintain the confidentiality of information provided by Resident pursuant to this Lease. Resident waives this confidentiality as to co-applicants, Guarantors, Sublessor/lessees, and other Residents signing this Lease. Resident agrees that Olympus is not liable for any breach of this confidentiality.

43. **IT IS AGREED** that the following attachments are incorporated by reference into this Lease:

- 1. Olympus' Current Rules and Regulations
- 2. Rental Application and Emergency Information
- 3. Summary of Tenants/Owners Rights & Responsibilities
- 4. Disclosure of Information about lead-based paint
- 5. Smoke Detector Compliance Form

44. Resident agrees upon move-out (which will be conducted between the hours of 8 am and 10 PM) to follow all instructions for cleaning and vacating the Premises. Resident will be required to replace all burned out bulbs and any smoke detector batteries as required by City of Bloomington Ordinance.

RESIDENTS: Any person living in the Premises for more than three (3) days must sign this Lease.

GUARANTORS: Guarantor requests Management to enter into this Lease, and Guarantor personally guarantees all sums jointly and severally owed by Resident.

WHEREFORE, the undersigned execute this Lease and agree to its terms:

MANAGEMENT:

DATE: _____

AGENT: _____

Olympus Properties, LLC

RESIDENT 1:

Signature

Date

Printed Name

Social Security Number

Current Phone Number

Current Address

Date of Birth

Driver's License # and State

Resident's Permanent Address

RESIDENT 2:

Signature

Date

Printed Name

Social Security Number

Current Phone Number

Current Address

Date of Birth

Driver's License # and State

Resident's Permanent Address

RESIDENT 3:

Signature

Date

Printed Name

Social Security Number

Current Phone Number

Current Address

Date of Birth

Driver's License # and State

Resident's Permanent Address

RESIDENT 4:

Signature

Date

Printed Name

Social Security Number

Current Phone Number

Current Address

Date of Birth

Driver's License # and State

Resident's Permanent Address

RESIDENT 5:

Signature

Date

Printed Name

Social Security Number

Current Phone Number

Current Address

Date of Birth

Driver's License # and State

Resident's Permanent Address

