

# FRANKLIN NORTH VILLAGE

57 Schoolhouse Rd.

Franklin, IN 46131

## LEASE AGREEMENT

THE AGREEMENT, MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_  
BETWEEN FRANKLIN NORTH VILLAGE (HEREINAFTER REFERRED TO AS LANDLORD")

AND \_\_\_\_\_  
(HEREINAFTER REFERRED TO AS "TENANT").

LANDLORD HEREBY LEASES TO THE TENANT(S) THE PREMISES LOCATED AT \_\_\_\_\_  
\_\_\_\_\_ FRANKLIN. INDIANA FOR A TERM OF \_\_\_\_\_ MONTH(S).

THIS LEASE TO COMMENCE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_

### TENANT AGREES TO:

**1. PAYMENT.** Pay rent on or before the 5<sup>th</sup> of the month without demand. Payment may be made by mail or in person. All payments must reach the office by the 5<sup>th</sup> of the month, The office is located at 57 Schoolhouse Road, Franklin, IN 46131. **Tenant agrees to pay monthly:**

Rental fee \$ \_\_\_\_\_

Pet fee \_\_\_\_\_

Other fee \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

**2. LATE FEES.** A two-dollar (\$2.00) per day late charge will be added to the monthly rental sum if not paid in full by the 5<sup>th</sup> day of each month. Said late charge shall commence on the 6<sup>th</sup> day of each month. If the entire monthly rental sum plus all daily late charges are not paid by the last day of each month, the tenant agrees to pay an additional twenty-five dollars (**\$ 25.00**) monthly late charge in addition to the rental sum and the accrued daily late fees. Payment(s) will be applied to unpaid balances at landlord's discretion

### 3. OCCUPANTS.

name	age	relationship
name	age	relationship
name	age	relationship
name	age	relationship
name	age	relationship
name	age	relationship

**Note - It is a violation of this lease for anyone other than the aforementioned individuals to reside at the leased premises without prior written consent from the landlord. Failure to abide by these terms may constitute a default, as described herein and may result in repossession. The maximum number of unrelated adults allowed to occupy an apartment may not exceed the number of available bedrooms (some exception made for "immediate" family members).**

**4. SECURITY DEPOSIT.** Tenant shall pay a security deposit of \_\_\_\_\_ dollars (\$) at the time of execution of this document to insure performance of the terms of this lease. Upon termination of the lease for whatever reason, the landlord shall assess the tenant's account status and physical condition of the leased premises (including yard and exterior) and determine an amount (if any) that is just and owing by the tenant. Said security deposit or a portion thereof may be retained as allowed by law and the terms of this lease to satisfy any amount due. The security deposit will otherwise be refunded. A statement of accounting, itemized damages (if any) and refund (if due) will be forwarded to you within 45 days.

**Upon vacating the premises, you must notify landlord in writing within five days informing him of a forwarding address so that the aforementioned documentation may be sent. Failure to do so relieves the landlord of his responsibility under the law and terms of this lease to forward said documentation.**

Termination of this lease prior to its expiration will result in forfeiture of your entire security deposit. The security deposit draws no interest nor may it be used to pay rent except upon termination of lease.

**5. UTILITIES.** Pay all utilities except for any sewer fees which shall be paid by the landlord. The tenant shall be required to contact each utility regarding connect or disconnect services and the tenant shall be responsible for paying any deposit required by each utility or cable television provider. **Failure to maintain certain utility services which could jeopardize the well-being of the property shall be considered a violation of this lease and a default by the tenant as described herein.**

**6. DAMAGES.** Execution of this document serves as an acknowledgment that the tenant has inspected the property and has deemed it free of physical damage at the time of execution of this lease. Furthermore, it is hereby agreed that the tenant shall be responsible to the landlord for any and all damages done to the premises. The tenant shall keep the property in good repair and not allow its misuse. During the course of occupancy, the tenant hereby agrees to pay for all material, labor, fees, etc. incurred by landlord for damages and/or repairs as a result of negligence by the tenant, occupants or guests. Charges for damages and/or repairs are due by the fifth day of the month following the occurrence. Upon termination of lease, damages will be assessed (reasonable use and wear excepted) and processed according to article 4 of this agreement. In the event that the premises shall be wholly or partially destroyed by fire, wind, water, or other disaster, then this lease, at the option of the landlord may be terminated.

**7. ACCELERATION & RERENTAL FEES.** Breach or termination of this lease prior to its expiration date will cause all rents under the lease term to become immediately due and owing until such time that the property is re-rented. The tenant(s) shall then be responsible for only that portion of rent accrued from their last paid rental date to the first paid rental date of the new tenant.

**8. WAIVER OF LIABILITY.** We are not liable to the occupants, or anyone else, for damage from acts of omissions of anyone who is not our employee. Nor are we liable to anyone for damages from any other cause whatever including but not limited to items such as theft, vandalism, fire, flood, explosion, leaking or burst water and/or drain piping, loss of electricity or other utility, use of washing machines or clothes dryers, or acts of God. You hereby acknowledge the need for insurance at your own expense in order to be protected from described damages. Franklin North Village, its employees and/or agents performing work or services over and above our obligation under the strict terms of this lease (i.e. moving furniture, vehicles, appliances, cleaning, etc.) shall not be held liable for any damages or occurrences.

**9. DEFAULT BY TENANT.** Any provisions of this agreement violated by any of the tenants, or any person on the premises with the tenants consent, or any failure to pay rent upon the due date or failure to pay any late charges, shall result, at the option of the landlord, in the immediate termination of this lease agreement without further notice of any type and landlord may enter said premises and take and retain possession of said premises and exclude the tenant there from.

**10. ABANDONMENT.** We may take possession and terminate this lease if the landlord determines in good faith, based on available evidence that you have abandoned the premises. All personal belongings and affects left in what appears to be an abandoned property is likewise deemed abandoned. The tenant acknowledges our right to remove, store (fees applicable) and/or dispose of said belongings as is deemed fair and practical.

**11. ACCESS TO PREMISES.** Landlord may enter said premises at any reasonable time to inspect, repair, maintain or show property in the course of normal business. The landlord shall retain a key at all times. Tenant shall not alter the existing lock or change any lock without prior written consent and if so granted shall furnish landlord with copies of any and all keys necessary to gain access.

**12. LEGAL FEES & COSTS.** The tenant shall pay all court costs and reasonable attorney fees incurred by the landlord in enforcing, by legal action or eviction, any of the landlord's rights under this agreement or under any law of the state. Tenant understands that if a legal judgment for unpaid rent and/or damages to the premises is entered against the tenant, then ten per cent (10%) interest per annum shall be added to the judgment amount and continue until said judgment is paid and satisfied.

**13. SUBLETTING & ASSIGNMENT.** Tenant may not offer to rent, sublet, assign or transfer apartment or any portion of it to any other person or entity. Landlord may sell, transfer and/or assign this lease at any time.

**14. LEASE EXPIRATION.** Tenant shall notify landlord 30 days prior to their lease expiration date of their intent to vacate. On the last day of their lease term they shall then remove all belongings, restore properly to same condition as when rented and surrender all keys to the office. Failure to provide 30-day notice before vacating will cause tenant to incur an additional months rent (see article # 15 of this lease). Tenant may sign new lease at option of landlord.

**15. OCCUPANCY BEYOND LEASE.** Occupancy beyond the intended lease term will result in "month to month" tenancy with all other provisions of this lease remaining in effect. Both landlord and tenant singly retain the right to terminate "month to month" tenancy by submitting written 30-day notice of their intention to terminate agreement. All lease termination provisions apply. Landlord also reserves the right to adjust rental amount upon issuance of a 30 day written notice to tenant.

**16. NOTICE OF INJURIES.** It is agreed that tenant personally or by agent must give prompt written notice of any injury to any person or damage to any property whereby the landlord may be held liable. Failure to notify landlord within 10 days will result in the landlord being held harmless. Receipt of such notification does not constitute an acceptance or acknowledgment of any liability on the part of the landlord.

**17. CONDUCT.** Tenant shall not use the premises for any unlawful purpose to include violations as set forth by the City of Franklin, Johnson County, State of Indiana or other administrative authority. Conduct of tenants, occupants, guests and/or pets shall never be disorderly, boisterous, or unlawful nor shall they disturb the rights, comforts or conveniences of others. Multiple offenses and/or violations by tenants, occupants and/or guests shall result in tenant being deemed a neighborhood nuisance. Such activity will be considered a violation of this lease and a request for possession may follow.

**18. PETS.** Pets must be approved in writing by landlord and will incur an additional charge of **twenty dollars (\$20.00) per pet per month**. Number of pets allowed will be determined by size, capability and facilities provided by tenant. At no time may a pet be permitted to roam free. Outside pets must be placed in a landlord approved kennel or pen (not to exceed 150 sq. ft.) specifically designed for that purpose. Kennel location must be deemed acceptable by landlord. Pets may not be tied, chained or restrained in yard. Pet policy and acceptance shall be at the sole discretion of the landlord. Tenants shall be totally responsible for their pets and any damage incurred (including yards, fences, building interiors and exteriors, etc.). Any situation involving a pet that is deemed unacceptable for any reason by the landlord may result in a written notice from the landlord requesting corrective action and/or removal of the pet from the premises. Refusal or inability on the part of the tenant to take corrective action will be deemed a violation of this lease.

**19. SMOKE DETECTORS.** Two (2) smoke detectors have been installed in each dwelling. It is hereby acknowledged by execution of this lease that both smoke detectors are functional at the time of this lease signing. It is further acknowledged that it is the sole responsibility of the tenant to test the smoke detectors to assure their continued functionality. If, in the opinion of the tenant the smoke detector(s) appear to be defective for whatever reason, it is the tenant's responsibility to immediately notify the landlord in writing.

**20. JOINT LIABILITY.** All persons signing this lease are jointly and severally liable. Also the covenants and conditions herein contained shall apply to and be binding upon the heirs, legal representatives, and assigns of the parties hereto.

**21. RETURNED ITEMS.** The tenant will pay a twenty-five dollar (\$25.00) charge for any checks or items returned by any bank or institution.

**22. ALTERATIONS.** It is a violation of this agreement for any tenant/occupant to make any change, alteration, or addition (i.e. walls, fences, air conditioners, outbuildings, landscaping, swing sets or other appurtenances) to the property without prior written consent from the landlord. **SWIMMING POOLS AND TRAMPOLINES ARE STRICTLY PROHIBITED.** Landlord does hereby retain the right without recourse to make any physical change to the property as deemed necessary, practical and/or in best interest of Franklin North Village.

**23. DELAYS IN REPAIRS.** Delays in any maintenance or repairs due to factors beyond our control does not affect your obligations under the terms of this agreement, nor does any delay allow any claim to be made against the landlord. **PLEASE NOTE: ALL WORK ORDERS MUST BE REQUESTED, PROCESSED AND SCHEDULED THROUGH THE MANAGEMENT OFFICE (after-hour emergencies excepted).**

**24. RENT ADJUSTMENTS.** The landlord retains the right, upon 30 day notice, to increase the rental fee during the course of this agreement a proportionate amount to cover any documented increase in property taxes, utility fees, special assessments and/or insurance premiums which are beyond our control.

**25. VEHICLES.** All automobiles must be properly titled, licensed and registered. They must be operable, street legal and in good working condition. Vehicles may never be parked in yard! Vehicle maintenance and repairs on leased premises is prohibited. The release of any hazardous chemicals from vehicles is prohibited and subject to clean-up fees being charged to the tenant(s). The storage of additional vehicles, boats, trailers, campers, recreational vehicles, etc. on leased premises is also prohibited. Landlord may tag and have removed any unauthorized vehicle(s) from premises (fees applicable).

**26. WINDOW TREATMENTS.** It is recommended that all windows be furnished (at tenant expense) with appropriate drapes, curtains, blinds, shades, etc. Any window treatment deemed unacceptable by management must be removed upon demand.

**27. ANTENNAS / SATELLITE DISHES.** No antenna, satellite dish and/or other device may be attached to any building structure. Alternative installations must be discussed and approved in writing by management.

**28. RULES.** The following is a list of rules that are hereby acknowledged and accepted by tenant as a part of this lease. Failure to abide by these rules constitutes a violation of this lease. Tenants are responsible for:

- All exterior lawn maintenance to include but not be limited to mowing grass, trimming perimeter of building, patios, porches, walks and driveways.
- Keeping all trash, debris and other items picked up at all times.
- Assuring that all exterior tools, lawn/recreational equipment, toys and other acceptable items are stored neatly behind your leased structure and out of sight from the street. At no time is it permissible to store furniture, appliances, car parts or other unapproved items outside the structure. Exterior furniture, decorations, etc. are limited to only those items that are specifically manufactured and intended for outdoor use.
- Keeping all approved kennels and pet areas in clean, neat and orderly fashion. Pets must have proper provisions at all times.
- Keeping all trash containers, etc in neat and orderly fashion behind structure and out of sight from the street. At no time will garbage bags and or trash be allowed to accumulate. Weekly trash service is provided by the City of Franklin and it is tenant's obligation to see that any and all trash is taken to curb for pick-up according to schedule.
- Maintain clean and sanitary conditions inside the leased premises. Left-over food, animal waste, clutter and filth promotes insects and disease and will not be tolerated. Remember, landlord retains the right to inspect the premises at any reasonable time.
- Maintaining entrance keys so as to provide access for tenants and occupants only. A lockout fee may be charged to a tenant to cover wages and overhead of maintenance personnel called to assist a resident in gaining access to a dwelling due to a lost or misplaced key.
- **Landlord may at his option remedy any of the aforementioned rule violations without notice and charge tenant for costs incurred.**

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE ON THE DAY  
AND YEAR FIRST WRITTEN ABOVE.**

**TENANT(S)**

date \_\_\_\_\_

signature \_\_\_\_\_

date \_\_\_\_\_

signature \_\_\_\_\_

date \_\_\_\_\_

signature \_\_\_\_\_

date \_\_\_\_\_

signature \_\_\_\_\_

**FRANKLIN NORTH VILLAGE**

date \_\_\_\_\_

signature \_\_\_\_\_