

Indiana Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Indiana Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Per IC 32-31-3-18, a person residing in Indiana who is authorized to manage the Premises is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.** Security deposits in Indiana are governed by IC 32-31-3-1 et seq.
 - A. **Amount.** Tenant shall deposit with Landlord the amount of

Security Deposit as a security deposit against any breach of this Agreement by Tenant. The term "security deposit" includes

- i. a required prepayment of rent *other than* the first full rental payment period of this Agreement;
- ii. a sum required to be paid as rent in any rental period in excess of the average rent for the term; and
- iii. any other amount of money or property returnable to Tenant on condition of return of the Premises by Tenant in a condition as required by this Agreement.

B. Allowable Charges. A security deposit may be used only for the following purposes:

- i. to reimburse Landlord for actual damages to the Premises or any ancillary facility that are not the result of ordinary wear and tear;
- ii. to pay Landlord for:
 - a. all rent in arrearage under this Agreement; and
 - b. rent due for premature termination of this Agreement by Tenant;
- iii. to pay for the last payment period if a written agreement between Landlord and Tenant stipulates that the security deposit will serve as the last payment of rent due;
- iv. to reimburse Landlord for utility or sewer charges paid by Landlord that are:
 - a. the obligation of Tenant under this Agreement; and
 - b. unpaid by Tenant.

C. Return of Security Deposit.

- i. Not more than **45 days** after the termination of occupancy, Landlord shall mail Tenant an itemized list of damages. The itemized list must set forth the estimated cost of repair for each damaged item and the amounts and lease on which Landlord intends to assess Tenant. Landlord shall include with the list a check or money order for the difference between the damages claimed and the amount of the security deposit held by Landlord.
- ii. Landlord is not liable under this subsection (C) until Tenant supplies Landlord in writing with a mailing address to which to deliver the notice and amount prescribed. Unless otherwise agreed, Tenant is not entitled to apply a security deposit to rent.

D. Liability. Failure by Landlord to provide notice of damages under subsection (C) constitutes agreement by Landlord that no damages are due, and Landlord must remit to Tenant immediately the full security deposit. If Landlord fails to comply with subsection (C), Landlord is liable to Tenant in an amount equal to the part of the deposit withheld by the Landlord plus reasonable attorneys' fees and

court costs.

9. **KEYS.**

A. Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

B. Per IC 32-31-9-9 through 32-31-9-11 regarding change of locks for outside and resident perpetrators, with appropriate notice from Tenant, Landlord shall change the locks as required, and Tenant shall reimburse Landlord for Landlord's actual expenses.

10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.

12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

13. **NOTICE TO QUIT AND HOLDOVER.**

A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.

ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.

C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of** \${MonthlyRent}, computed and prorated on a daily basis, for each day

Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** Per IC-32-31-8-5, Landlord shall do the following:
 - i. deliver the Premises to Tenant in compliance with this Agreement, and in a safe, clean, and habitable condition;
 - ii. comply with all health and housing codes applicable to the Premises;
 - iii. make all reasonable efforts to keep common areas of the Premises in a clean and proper condition;
 - iv. provide and maintain the following items in the Premises in good and safe working condition, if provided on the Premises at the time this Agreement is executed:
 - a. electrical systems;
 - b. plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all times;
 - c. sanitary systems;
 - d. heating, ventilating, and air conditioning systems. A heating system must be sufficient to adequately supply

heat at all times; and

e. elevators, if provided.

B. Tenant's Responsibilities. Per IC 32-31-7-5, Tenant shall do the following:

i. comply with all obligations imposed primarily on a tenant by applicable provisions of health and housing codes;

ii. keep the areas of the Premises occupied or used by Tenant reasonably clean;

iii. use the following in a reasonable manner:

a. electrical systems;

b. plumbing;

c. sanitary systems;

d. heating, ventilating, and air conditioning systems;

e. elevators, if provided; and

f. facilities and appliances of the Premises;

iv. refrain from defacing, damaging, destroying, impairing, or removing any part of the Premises;

v. comply with all reasonable rules and regulations in existence at the time this Agreement is executed. Tenant shall also comply with amended rules and regulations as provided in this Agreement.

vi. ensure that each smoke detector installed in the Premises remains functional and is not disabled. If the smoke detector is battery operated, Tenant shall replace batteries in the smoke detector as necessary. If the smoke detector is hard wired into the Premises' electrical system, and Tenant believes that the smoke detector is not functional, Tenant shall provide notice to Landlord under IC 22-11-18-3.5(e)(2).

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality.

Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. they are reasonably related to the purpose for which they are adopted;

iii. they apply to all tenants in the property in a fair manner;

iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;

v. they are not for the purpose of evading the obligations of Landlord; and

vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary

to inspect the Premises and perform needed maintenance or repairs.

24. **ABANDONMENT.**

- A. **Definition of Abandonment.** Per IC 32-31-5-6(b), the Premises is considered abandoned if Tenant has failed to pay or offer to pay rent due under this Agreement *and* the circumstances are such that a reasonable person would conclude that Tenant has surrendered possession of the Premises.
- B. **Mitigation of Damages.** If at any time during the Agreement Term Tenant abandons the Premises, Landlord may obtain possession of the Premises in any manner provided by law. Landlord may relet the Premises and hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the Agreement Term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate in mitigation of damages.
- C. **Personal Property.**
- i. **Abandonment.** Per IC 32-31-4-2, Landlord has no liability for loss or damage to Tenant's personal property if Tenant's personal property has been abandoned by Tenant. For purposes of this subsection(C)(i), Tenant's personal property is considered abandoned if a reasonable person would conclude that Tenant has vacated the Premises and has surrendered possession of the personal property.
 - ii. **Eviction.** See IC 32-31-4-1 et seq. If Landlord is awarded possession of the Premises by a court under IC 32-30-2, Landlord may seek an order from the court allowing removal of Tenant's personal property. If Tenant fails to remove Tenant's personal property before the date specified in the court's order, Landlord may remove Tenant's personal property in accordance with the order and deliver the personal property to a warehouseman or to a storage facility, if notice of both of the following has been personally served on Tenant at the last known address of Tenant:
 - a. a court order for removal of personal property;
 - b. the identity and location of the warehouseman or the storage facility.

At the demand of the owner of the exempt property, the warehouseman or storage facility shall release the exempt property to the owner without requiring payment from the owner at the time of delivery.

"Exempt property" is personal property that is medically necessary for an individual, used by Tenant for Tenant's trade or business, or any of the following as necessary for Tenant or a member of Tenant's household: a week's supply of

seasonably necessary clothing, blankets, or items necessary for the care and schooling of a minor child.

A warehouseman or storage facility that receives property holds a lien on all of that property that is not exempt property to the extent of the expenses for any of the following incurred by the warehouseman or storage facility with respect to all of the property, whether exempt or not exempt: storage, transportation, insurance, labor, present or future charges related to the property, expenses necessary for preservation of the property, and expenses reasonably incurred in the lawful sale of the property. Tenant may claim Tenant's property at any time until the sale of the property by paying the warehouseman or storage facility the expenses described in this paragraph.

If Tenant does not claim Tenant's property within 90 days after receiving notice under this subsection, a warehouseman or storage facility may sell the property.

25. **DEATH OR INCAPACITY OF SOLE OCCUPANT.** If Tenant is the sole occupant of the Premises and Landlord knows of the death of Tenant or Landlord believes Tenant is incapacitated and absent from the Premises, Landlord shall comply with IC 32-31-1-23.
26. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per IC 32-31-5-6(e)-(g):
 - A. Tenant may not unreasonably withhold consent to Landlord to enter the Premises in order to:
 - i. inspect the Premises;
 - ii. make necessary or agreed to repairs, decorations, alterations, or improvements;
 - iii. supply necessary or agreed to services; or
 - iv. exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
 - B. Landlord may enter the Premises without notice to Tenant in the case of an emergency that threatens the safety of the occupants or Landlord's property and without the consent of Tenant under a court order or if Tenant has abandoned or surrendered the Premises.
 - C. Landlord shall not abuse the right of entry or use a right of entry to harass Tenant, shall give Tenant reasonable written or oral notice of Landlord's intent to enter the Premises, and may enter the Premises only at reasonable times.
27. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the

event of non-performance due to a force majeure event.

28. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
29. **RECORDATION.** If the Agreement Term is longer than three years, Landlord shall record this Agreement no more than 45 days after its execution in the Miscellaneous Record in the recorder's office of the county in which the Premises is located. Per IC 32-31-2-2, if a lease for a period longer than 3 years is not recorded within 45 days after its execution, the lease is void against any subsequent purchaser, lessee, or mortgagee who acquires the real estate in good faith and for valuable consideration.
30. **GROUND FOR TERMINATION OF THE TENANCY.**
- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application; or
 - iii. otherwise provided by law.
- B. **Termination By Tenant.** Tenant may terminate this Agreement if:
- i. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
 - ii. Landlord breaches the warranty of habitability described by the maintenance responsibilities in this Agreement;
 - iii. Tenant is a protected individual as defined by IC 32-31-9-7 who may terminate this Agreement per IC 32-31-9-12; or
 - iv. otherwise provided by law.
31. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

32. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
33. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
34. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
35. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address in Indiana listed below, as required by IC 32-31-3-18. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
36. **DISCLOSURE TO TENANT OF FLOOD PLAIN STATUS OF PROPERTY.** Per IC 32-31-1-21, if the lowest floor of a structure, including a basement, that is the subject of this Agreement is at or below the one hundred (100) year frequency flood elevation, as determined by:
 - A. the department of natural resources;
 - B. the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps; or
 - C. FEMA approved local flood plain maps;

Landlord shall clearly disclose in the Additional Provisions section below that the structure is located in a flood plain.
37. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
38. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
39. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
40. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
41. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.

42. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
43. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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