

Milakis Rentals
P.O. Box 496
Lafayette, IN 47902-0496
OFFICE 765-491-1018

**MILAKIS RENTALS
LEASE**

Joint lease
Individual
Transfer
Renewal

This Lease is executed on the _____ day of _____, 20
between Milakis Rentals (the lessor), and _____ jointly and severally (the Lessee).

1. WITNESSETH: That the Lessor, in consideration of the covenants and agreements of the Lessee hereinafter contained, hereby leases and rents to the Lessee the following residence or apartment : _____
(the Premises) for a term of ___ days **beginning on** the _____ day of _____ **and ending at 12:00 NOON on**
the _____ day of _____, 20_____

2. RENT: The Lessee agrees to occupy the Premises in a careful and tenant-like manner and to pay to the Lessor for rent of the Premises the sum of _____ payable in TWELVE monthly installments of \$ _____ each, commencing on _____ **and ending on** _____. All other installments shall be paid in advance on the 1st day of each and every month during the term of this Lease.

All payments shall be made without notice or demand from the Lessor, by check or money order, payable to the Lessor. If the rent is not received by 12:00 a.m. (midnight) on the third day of each month, a \$25.00 late fee will be assessed. **\$25.00** fee will be assessed, payable with the normal monthly rent. Failure to vacate the premises by the expiration of the Lease term will result in a \$100.00 per resident per day holdover charge in addition to the normal rental. Failure of any Lessee to remove all personal furniture and/or belongings by the Lease term expiration date will result in a charge of \$25.00 per hour per person to have such items removed. Lessor may remove and dispose of any such item left on the Premises at termination of this Lease, without liability to Lessee.

This is a joint lease. If one Lessee becomes delinquent or otherwise breaches or violates the terms of this lease, the remaining Lessees shall be held responsible for payment of the full rent or other damages assessed against the breaching Lessee.

2. SECURITY DEPOSIT: The Lessee hereby agrees to pay the sum of \$ _____ as a security deposit for this. The Lessee is required to surrender to the Lessor the possession of the Premises in as good order as it was at the commencement of the Lease term. At the termination of the Lease term, after all keys are returned to the Lessor, the Lessor will inspect the condition of the Premises. If the Lessee fails to comply with the move-out procedures in the Security Deposit Lease Rider (the Rider) attached to this lease, the agrees to be liable to the Lessor for the cost of such cleaning and repair or replacement of soiled, missing or damaged items as the Lessor is required to perform in accordance with the Rider. Lessee agrees that the charges set forth in the Rider are not unreasonable for the work or items described therein. The deposit shall be accounted for by mail within forty-five (45) days after the termination of this Lease. If Lessee transfers from one to another of Lessors apartments, said deposit will be adjusted to the amount required for the new apartment within forty-five days after occupancy.

4. OCCUPANCY: The Premises shall be occupied by _____ persons only, and any change in occupancy must be with the Lessor's written consent. Any person, other than the Lessee, occupying the Leased Premises for more than five (5) days shall be deemed a Lessee subject to the terms of this Lease and shall be required to execute this Lease as a Joint-Lessee.

5. PETS: No pets are allowed. A Lessee violating this provision must pay a penalty of \$500.00 for each occasion on which this paragraph is violated, payable within thirty (30) days after notice from the Lessor.

6. UTILITIES: It is agreed that the Lessor shall furnish, at its expense, the following utilities: _____
The Lessee shall furnish ; phone, cable, & _____

7. USE OF PREMISES: The Lessee agrees to make no unlawful, improper or offensive use of the Premises. The Lessee will occupy and use the premises for his/her private residential use and for no other purpose; the Lessee shall not keep any roomers or boarders or carry on any trade, business, instruction course or public entertainment on the Leased Premises. The Lessee shall neither operate nor permit the operation of a stereo, television set or musical instrument nor entertain any other person in any manner which disturbs other tenants or residents. The Lessee shall comply with all zoning and neighborhood restrictions.

If Lessor's personnel are called to the Lease Premises site due to noise, public nuisance, etc., the violating Lessee must pay a penalty of \$60.00 where such Lessor Premises response occurs before midnight and \$100.00 where such Lessor Premises response occurs after 12:00 Midnight. In the event of accidental lock out during other than regular business hours, a \$20.00 fee, payable immediately, will be charged by Lessor to issue a new key. No screws or tape are to be used on walls or woodwork; only small brads or thumbtacks are to be used. Waterbeds may be used only with written proof of insurance provided to Lessor prior to Lessee's occupancy. No rights of storage, in any common area, are herein granted or given to Lessee.

8. CONDITION OF PREMISES: The Lessee's occupancy of the Premises expresses satisfaction and approval of the Premises as being in good physical condition and in good order of repair. The Lessee agrees to maintain the Premises in good repair and in a clean and satisfactory condition. Lessee agrees that the Premises and all parts thereof shall be returned to the Lessor in the same condition as it was received, less normal wear and tear. The Lessor agrees to make any necessary repairs to mechanical systems except that the Lessee agrees to be responsible for all repairs and maintenance to the Premises caused by the Lessee's neglect or improper use. Should the Lessor agree to make changes or repairs, the Lessor reserves the right to complete changes or repairs at any time up to thirty (30) days after occupancy. Added time may be necessary for completion of certain changes, repairs or back-ordered items. The cost to repair damage done to common areas of the building shall be apportioned pro-rata to all residents of the building where the offender is unknown.

9. ENTRY RIGHTS: The Lessor reserves the right to enter the Premises at all reasonable hours for the purpose of inspection and needed repairs, alterations or to exhibit the Premises to prospective Lessees or purchasers.

10. LESSOR'S NON-LIABILITY: The Lessor shall not be liable for damages to person or property sustained by the Lessee or his invitees or other persons while on or about the Premises, buildings or grounds nor shall Lessor be liable for losses or theft of Lessee's property in the Premises, storage areas, laundry rooms or parking areas.

11. DEFAULT: UPON FAILURE TO PAY ANY RENTAL INSTALLMENT WHEN DUE, ADDITIONAL RENT OR LATE CHARGES OR IF THE LESSEE SHALL VIOLATE ANY OTHER TERMS, CONDITIONS OR COVENANTS OF THIS LEASE, THIS LEASE AND ALL RIGHTS OF THE LESSEE SHALL TERMINATE AT THE ELECTION OF THE LESSOR. UPON DEFAULT BY THE LESSEE, THE LESSEE SHALL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COURT COSTS, INCURRED BY THE LESSOR IN CONNECTION WITH ITS EXERCISE OF ANY RIGHTS OR REMEDIES IT HAS UNDER THIS LEASE BECAUSE OF LESSEE'S DEFAULT. 12% interest will be charged for unpaid rent per month.

12. ABANDONMENT: If the Lessee shall abandon the Premises, the Lessee hereby appoints the Lessor to be the Lessee's agent to relet the Premises. Lessor may, at its option, take possession of the Premises and relet same without such action being deemed an acceptance of Lessee's abandonment or a surrender of this Lease. Lessee shall remain liable to pay the rent herein reserved and any costs of reletting the Premises in addition to any remedies of the Lessor at law or in equity.

13. RULES AND REGULATIONS: The rules and regulations attached hereto are hereby made a part of this Lease and Lessee shall observe the same. Failure to keep and observe the rules will constitute a breach of the terms of this Lease in the same manner as if contained herein. The Lessee shall keep and observe such further reasonable rules and regulations as may later be required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises herein leased are a part.

14. LESSOR'S RIGHTS AFFECTED ONLY BY WRITTEN WAIVER: The Lessor's acceptance of rent after it falls due or after knowledge of any breach hereof by Lessee or the giving of any notice or making any demand or any other act other than written waiver shall not be construed as a waiver of the Lessor's right to act without notice or demand or of any other right hereby given Lessor service of notice or the commencement of a suit or after final judgment for possession of the Premises, the Lessor may receive and collect any rent due and the payment of the rent shall not waive or affect the notice, suit or judgment.

COMPLETE AGREEMENT: This Lease agreement, together with the attached Rider, the attached Rules and Regulations, and the Addenda below, if any, constitutes the full and complete agreement by and between the Lessor and

Lessee and no other agreements or representations have been made. All Lessees who occupy the Premises shall sign the Lease. **ALL PARTIES WHO SIGN THIS LEASE ARE JOINTLY AND SEVERALLY LIABLE. EACH LESSEE SHALL BE HELD RESPONSIBLE FOR THE ACTS OF ANY LESSEE OR THE GUEST OF ANY LESSEE.**

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be signed on the day and year first above written.

Lessee (Print) _____
Social Sec. No. _____
Current Phone: _____
Date of Birth: _____
E-MAIL ADDRESS _____
Cell Phone: _____

Parent's Name: _____
Parent's Address: _____
City, State, Zip: _____
Parent's Phone: _____

Lessee (Sign): _____

Lessee (Print) _____
Social Sec. No. _____
Current Phone: _____
Date of Birth: _____
E-MAIL ADDRESS _____
Cell Phone: _____

Parent's Name: _____
Parent's Address: _____
City, State, Zip: _____
Parent's Phone: _____

Lessee (Sign): _____

Lessee (Print) _____
Social Sec. No. _____
Current Phone: _____
Date of Birth: _____
E-MAIL ADDRESS _____
Cell Phone: _____

Parent's Name: _____
Parent's Address: _____
City, State, Zip: _____
Parent's Phone: _____

Lessee (Sign): _____

Lessor (Sign) _____

SECURITY DEPOSIT LEASE RIDER

SMOKING IS NOT PERMITTED THIS INCLUDES HOOKAHS INSIDE. TENANTS WHO SMOKE IN THEIR UNITS WILL BE RESPONSIBLE FOR THE DESMOKE CLEAN UP WHICH INCLUDES EXTENSIVE PAINTING AND CLEANING ABOVE AND BEYOND A NORMAL NON CONTAMINATED UNIT. This may also result in EVICTION if deemed necessary by the manager.

The Security Deposit is paid at the time the Lease is signed. This Deposit is not applied to rent at any time during the Lease term. The deposit will be used to cover any damages or cleaning costs in the apartment or residence (the Premises) at the end of the lease term. The following is a Cost Schedule which describes a majority of the charges which will be deducted from your Security Deposit in the case of damage to the premises.

COST SCHEDULE

It is the Lessee's responsibility to return the Premises to the Lessor in the same condition as it was when received by the Lessee. If the Lessee does not clean the items listed below and leave them in satisfactory condition and working order, the following charges will be deducted from the Security Deposit or, where the Security Deposit is insufficient to cover such charges, such amounts will be owed by the Lessee to the Lessor. The prices given for the items listed below include the cost of labor and are average prices only. If the Lessor incurs a higher cost than that listed below for cleaning, repairing or replacing an item, the Lessee will be responsible for paying the higher cost. The Lessee will be charged the listed amount for each instance in which the listed item must be cleaned, replaced or repaired. If Lessor incurs any costs of cleaning, repair or replacement during the lease term, Lessor may deduct such costs from the Deposit and the Lessee agrees to restore the deposit to its original amount within thirty (30) days after notice from Lessor.

Cleaning, Repair and Replacement Charges:

Kitchen

| | |
|--|-------|
| Floors | 50.00 |
| Stove/Oven | 50.00 |
| Dishwasher | 10.00 |
| Refrigerator/Freezer (Inside/Outside/Top) | 45.00 |
| Cabinets inside & outside | 50.00 |
| Microwave | 25.00 |

Bathroom Cleaning

| | |
|-----------------------|-------|
| Tub/ Shower | 50.00 |
| Sink/counter/cabinets | 30.00 |
| Toilet | 50.00 |
| Floor | 25.00 |

Painting and Carpet Cleaning:

Lessee must vacuum all carpeted areas, and the Lessee must remove all nails, thumbtacks and similar fasteners from the walls of the Premises, leaving such surfaces in the same condition as they were upon the Lessee's occupancy of the Premises, normal wear and tear excepted. The Lessee will be responsible for the cost of the carpet cleaning and the cost of painting the Premises when such painting is necessary to return the premises to its pre-lease condition. Stanley Steamer will clean your carpets at which the cost will be deducted from your deposit. (the cost is subject to change from year to year depending on our contract with them.

Replacement Charges:

| | |
|---------------------------|--------|
| Blinds | 50.00 |
| Ceiling Fan Damage | 65.00 |
| closet rod damaged | 15.00 |
| doors replaced | 120.00 |
| door keys not returned | 120.00 |
| holes in drywall | 100.00 |
| light fixture replaced | 50.00 |
| Mailbox keys not returned | 50.00 |

Miscellaneous Cleaning

| | |
|----------------------------|-------|
| Windows Inside | 50.00 |
| Mini-Blinds | 25.00 |
| Tile floors | 50.00 |
| Per Hour Trash Removal | 50.00 |
| Garbage Removal | 20.00 |
| Vacuum Carpeted Areas | 25.00 |
| Cabinets and Counter-Tops | 40.00 |
| Washer/Dryer | 10.00 |
| Baseboards/Woodwork washed | 50.00 |

| | |
|-------------------------|--------|
| Screen Door | 100.00 |
| Replacement Screen Door | 125.00 |
| Screens damaged | 50.00 |
| Screens replaced | 50.00 |
| Smoke alarm damaged | 20.00 |
| Toilet Paper Holder | 20.00 |
| Towel bars Damaged | 40.00 |

Burns in Carpet market price for replacement

Must match if not available tenant will pay for all to be replaced.

Note: **The above list is not all-inclusive.** The Lessee may be charged for cleaning, repairing and replacement of items that are not included on this list. The Lessee agrees that the above costs and damages may be deducted from the Lessee's Security Deposit.

Lessee (Sign): _____ Date _____

Lessee (Sign) _____