

1. **THIS AGREEMENT**, dated as referenced on page one is by and between CABAT PROPERTIES, LLC (OWNER/MANAGER) and RESIDENT(S) named on page one. It is understood by the RESIDENT(S) that CABAT PROPERTIES, LLC and those persons who are employed by CABAT PROPERTIES, LLC as property MANAGERS are each individually authorized to act on behalf of CABAT PROPERTIES, LLC as MANAGERS for the OWNER/MANAGER and that all dealings between property MANAGERS and the RESIDENTS shall be the same as if the RESIDENTS were dealing directly with the OWNER/MANAGER. All notices to the OWNER/MANAGER as provided for in this Agreement, or otherwise under Indiana Law, shall be sent to:

CABAT PROPERTIES, LLC – 360 South Rosenberger Avenue – Evansville, IN 47712

Primary contact telephone numbers are:	Leasing	(812) 423-9534
	Fax	(812) 401-6031
	Repairs	(812) 457-4211

2. **RENT** - RESIDENTS agree to rent the dwelling as referenced on page one for the Total Monthly Rental Amount due as shown on page one, (hereinafter referred to as rent) payable in advance.

3. **FORM OF PAYMENT** - RESIDENTS agree to pay the monthly rental amount due in the form of a personal check, cashiers' check or money order made payable to CABAT PROPERTIES, LLC. **Cash is not accepted.**

4. **TERM AND EARLY TERMINATION** - This Agreement shall be for the term specified on page one of this contract. If RESIDENT and MANAGER **mutually agree**, the RESIDENT may terminate this Agreement before the expiration of the original term by:

- a. giving MANAGER at least thirty (30) days written notice of intent to vacate; plus
- b. paying all monies due through the proposed date of early termination; plus
- c. paying a Lease Termination Fee equal to two month's rent, such amount being paid by RESIDENT as additional consideration to OWNER/MANAGER in return for the relinquishment and release by MANAGER of any claim it might have against RESIDENT for the balance of the rent due under the lease.
- d. forfeiting all RESIDENT'S Security Deposit (see paragraph 17) shall become the unconditional property of OWNER/MANAGER for liquidated damages.
- e. surrendering to the MANAGER possession of subject property as soon as RESIDENT has completed RESIDENT'S move-out. The surrender of the subject property will not affect the payments required in a-d above.

5. **RENT PAYMENT PROCEDURE** - MANAGER has made available two methods for RESIDENTS to pay rent in a timely manner. ACCORDINGLY, NO EXCUSES FOR THE LATE PAYMENT OF RENT WILL BE ACCEPTED TO REDUCE PENALTIES OR LATE FEES. Rent may be paid as follows:

- a. By mail: CABAT PROPERTIES, LLC, 360 South Rosenberger Avenue – Evansville, IN 47712

(If mailed, RESIDENTS should provide 7 days mail time to avoid late fees on mailed rent payments.)

- b. In person: 24 Hour Service at the following locations:

Foxfire West Apartments  
 360 South Rosenberger Avenue – Evansville, IN 47712  
 (Use the drop slot by the garage near the office.)

Green Valley Apartments  
 515 Green Valley Drive – Mount Vernon, IN 47620  
 (Use the drop slot in the door at Unit 11.)

6. **RETURNED CHECKS** - If, for any reason, a RESIDENTS' check is returned without having been paid. RESIDENTS agree to pay a returned check charge of \$35 AND all applicable Late Fees that are consequent in making a late payment based on the date that the check is replaced with a cashier's check or money order. After the second time that a RESIDENTS' check is returned, RESIDENTS must thereafter secure a cashier's check or money order for payment of rent.

7. **RENT DUE DATE** - The due date for the rent payable under this Agreement is the **first day** of every calendar month. **RESIDENTS agree that if payment is not received by 5:00 p.m. on the 3rd day of the month the rent is late.** The MANAGER expects to have RECEIVED the rent before this date. MANAGER will not appear at RESIDENTS' dwelling to collect rent on or before the normal due date. Personal checks will not be accepted for payments made after the tenth day of the month.

8. **LATE FEES** - MANAGER expects RESIDENTS to pay the rent on time. Should exceptional circumstances prevent timely payment, RESIDENTS agree to pay a late fee of \$35.00 if paid after the 3<sup>rd</sup> of the month and an additional fee of \$35.00 is due for each five-day period that the rent remains delinquent beginning with the 10<sup>th</sup> day of the month until the date paid by the RESIDENTS. **Rent and Late Fees must be paid in full to stop additional Late Fees from accruing.** If RESIDENTS make late payments more than three times during the term of this Agreement the RESIDENTS agree to pay an additional \$400.00 fee for processing and court filing costs to secure future payments in a timely manner or to reach a stipulation agreement approved by the court.

9. **OTHER DEBTS AND PAYMENTS** - All court filing, service and legal fees paid by the MANAGER to enforce the terms of this Agreement, maintenance and damage repair charges, returned check fees, Late Fees, overdue Pet Fees, and overdue Security Deposits shall be considered rent and may be included in amounts due as noted on notices, suits for eviction and/or suits for damages. Amounts that remain unpaid may be turned over to collection agencies and RESIDENTS agree to pay the collection fee in addition to the balance due

Any partial payments made by the RESIDENTS shall be applied to: court filing, service and legal fees paid by the MANAGER to enforce the terms of this Agreement, maintenance and damage repair charges, returned check fees, Late Fees, overdue Pet Fees, overdue Security Deposits, and payments based on written stipulations, and/or signed notes first, and the balance to the outstanding or current rent due.

10. **FALSE APPLICATION** - The Rental Application and all representations and promises contained therein are hereby made a part of this Rental Agreement. RESIDENTS represent, warrant and agree that the information by the RESIDENTS in the Application is true and correct. If such information is false or if there is any misrepresentation, MANAGER may at its option terminate this Rental Agreement and any monies paid by RESIDENTS will be forfeited.

MANAGER may but is not required to investigate as described in the Application to make decisions on whether to lease or continue to lease. It may also be used after the Agreement term to assist in collection efforts. RESIDENT waives any requirements of disposal of consumer information, including 682 CFR 682.1 et seq. RESIDENT represents that anyone identified on the Application has and will have then-current information on the whereabouts of the RESIDENT.

11. **WITHDRAWAL OF APPLICATION** - If RESIDENTS, in their sole discretion, elect to withdraw the Rental Application after any portion of an application fee, Security Deposit, or rent has been paid; any such deposits, fees or rents are forfeited as liquidated damages. If MANAGER, in its sole discretion, elects to reject RESIDENTS' Application the application fee will be retained as a fee for services rendered and any other monies will be returned.

12. **CONDITION OF DWELLING UPKEEP** - RESIDENTS shall comply with all responsibilities imposed by the applicable Municipal Code and other regulations and shall not suffer or commit any waste in or about the dwelling or grounds; and hereby agree to deliver up said premises at the said term in as good condition as received at the effective date of this Agreement, reasonable wear excepted. RESIDENTS agree to have carpets professionally cleaned and floors waxed and polished when vacating dwelling or pay a minimum \$150.00 cleaning fee. RESIDENTS agree to pay reasonable charges for removal of garbage left in and around the dwelling including but not limited to abandoned furniture.

13. **UTILITIES/ SERVICES** - RESIDENTS agree to pay all utilities and services. If applicable, RESIDENTS agree to pay MANAGER the amount set out on page one of this Agreement monthly for water, sewer and/or trash services provided by the MANAGER. If the MANAGER is forced to pay for trash removal from the premises and/or the area surrounding the premises occupied by the RESIDENTS the cost will be charged to and paid by the RESIDENTS. RESIDENTS will not be allowed to occupy the premises without functioning utilities including water, sewer, electricity and trash removal.

14. **OCCUPANTS** - The number of occupants is limited to those outlined on page one of this Agreement. Only the RESIDENTS named herein and their minor children, if any, may occupy this dwelling. All persons residing in this dwelling have been named on the Rental Application as submitted. No one else may live in the dwelling, even temporarily, without MANAGER'S written permission subject to the provisions of paragraph 15.

15. **GUESTS** - RESIDENTS may house any single guest for a maximum period of fourteen days every six months unless any law requires the MANAGER to permit guests to stay longer. Provided that they maintain a separate residence, nurses or maids required to care for RESIDENTS during an illness are exempted from this provision. Maintaining unregistered guests as defined in this paragraph may cause the Agreement to be terminated and subjected to termination penalties. At a minimum those penalties will be as described in paragraph 4 of this Agreement. RESIDENTS are responsible for the conduct of their guests as specified in paragraphs 28 and 29.

RESIDENTS are responsible for the presence/conduct/omission of "Others" as described herein in addition to "permitted" guests. "Others" include those whose presence is in anyway related to RESIDENT, occupants, property or other random visitors including anyone who is related to, knows, is acquainted with or has/had a past or current knowledge of or relationship with RESIDENT, an occupant or other visitor, and anyone who saw or intended to see RESIDENT, an occupant, or other visitor. It is not relevant that visitor's presence, relationship or conduct was uninvited, unknowing, and indirect, implied or considered a trespass by RESIDENT. It is no defense that RESIDENT did not cause, condone, facilitate, or permit a breach of conduct.

16. **SUBLETTING AND ASSIGNMENT** - RESIDENTS shall not sublet the dwelling or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining the MANAGER'S written permission. MANAGER shall not withhold permission unreasonably. RESIDENTS must notify MANAGER of any additional occupants not currently listed on this Rental Agreement and those occupants must provide a completed Application and if 18 years or older co-sign the existing Agreement and future extensions if applicable.

17. **SECURITY DEPOSIT** - RESIDENTS agree to deposit with the MANAGER the amount shown on page 1 before they occupy the premises. The Security Deposit is given to secure RESIDENTS' performance of the RESIDENTS' obligations under the Agreement. Upon the RESIDENTS' vacation of the leased premises, MANAGER may deduct from RESIDENTS' Security Deposit any amounts due under the Agreement. **During the term of this agreement, the residents may not apply any portion of the Security Deposit to rent. Should the RESIDENT attempt to apply the Security Deposit to rent due for the final month of residency the entire Security Deposit will be forfeited and will not be used to offset rent that is due for the final month or damages (if any) to the dwelling unit.** Return of the Security Deposit is subject to the following conditions:

- a. The full term of the Agreement and any extensions have expired.
- b. A written notice of intent to vacate has been given a full calendar month prior to vacating the property.
- c. There is no damage to the property beyond normal wear and tear as determined by the MANAGER.
- d. The entire dwelling including range hood, oven, refrigerator, bathrooms, closets, and cupboards (remove shelving paper) are in a satisfactory and clean condition as it is on move-in date.
- e. All debris has been removed from the unit and disposed of properly. Furniture may not be placed in or around the dumpsters
- f. The floor in the entire dwelling is vacuumed and the carpet is professionally cleaned and vinyl floors are waxed and polished.
- g. Refrigerator has been cleaned and (if applicable) defrosted. (Please leave doors ajar.)
- h. There are no unpaid amounts due under the Agreement including, but not limited to rent, late charges, repair charges etc.
- i. All keys have been returned to the MANAGER (not left in dwelling.)
- j. A complete forwarding address has been left with the MANAGER
- k. Agreement has not been terminated due to problems created by the RESIDENT or their guests.

Appropriate charges will be imposed on the Security Deposit for any of these conditions not met. The attached addendum 1 on page 9, titled **Move-Out Charges**, outlines the charges the RESIDENTS can expect for repairs, maintenance and cleaning of the dwelling if made necessary by the RESIDENTS' failure to comply with this Agreement. Allowances are given for normal wear and tear and the attached addendum 2 on page 10, titled **"Wear and Tear" or "Damages"?**, has been provided to clarify the definitions of each. If either MANAGER or RESIDENT institutes an action in a court of competent jurisdiction to adjudicate the party's right to the Security Deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney.

RESIDENT must arrange with MANAGER through notice a joint inspection prior to relinquishing possession. RESIDENT will not be considered to have vacated until a move out inspection report is completed with MANAGER, otherwise RESIDENT waives all arguments and defenses to MANAGER'S claims of amounts due. RESIDENT understands that some items might not be recognized on a first walkthrough and that after RESIDENT is gone, MANAGER may subsequently find other conditions warranting charges.

18. **REFUND OF SECURITY DEPOSIT** - Within 30 days after RESIDENTS have moved out completely, MANAGER shall provide a written accounting of the RESIDENTS' Security Deposit and shall at the same time return the deposit remaining. The MANAGER shall send a letter detailing any charges accrued to the account and subtracted from the Security Deposit.

**If the RESIDENTS break the Agreement by leaving prior to the Termination Date noted on page one of this Agreement, the Security Deposit will be forfeited as partial payment for damages, and the MANAGER shall NOT be required to provide any further accounting to the residents for the Security Deposit.** The Security Deposit shall be applied towards the RESIDENTS account balance, if any, and then to cleaning, repair and advertising costs until the dwelling is re-leased. The RESIDENT will be responsible for payment of the monthly rental amount until the dwelling is re-leased. If the Security Deposit is insufficient to cover the costs detailed herein, RESIDENT agrees to pay the deficit within 14 days of being noticed of the same.

19. **PETS** - RESIDENTS may house no pet of any kind on the premises, even temporarily, without first obtaining MANAGER'S written permission. Permission, if granted, will be reflected on page 1 of this Agreement. "Pets" includes animals such as dogs, cats, birds, rabbits and rats. "Pets" does not include animals trained to serve the disabled. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve. When permission to house a pet is granted by the MANAGER, the RESIDENTS agree to pay the nonrefundable Pet Fee and the monthly Pet Fee as set forth in this Agreement for each pet kept on the premises. Pets, if allowed, are not permitted to roam freely. RESIDENTS agree to pay a non-refundable Pet Fee of \$200.00 for each dog and \$100.00 for each cat as well as a monthly Pet Fee of \$20.00 for each dog and \$10.00 for each cat. RESIDENTS expressly agree that if MANAGER discovers an animal in the dwelling occupied by the RESIDENT, the RESIDENT will pay double the Pet Fees set out herein even if the animal is only temporarily housed.

20. **VEHICLES** - RESIDENTS agree to keep no more than the maximum number of vehicles on the premises as reflected on page 1 of this Agreement. These vehicles must be both operable and currently licensed. RESIDENTS agree to park their vehicles in the spaces provided and to keep those spaces clean of oil drippings. RESIDENTS may NOT park their vehicles on grass or areas without pavement. RESIDENTS agree to advise their visitors about parking and to take responsibility for where their visitors park. RESIDENTS agree not to park boats, recreational trailers, utility trailers, and the like on the premises. RESIDENTS agree not to repair their vehicles on the premises. Any abandoned or non-operative vehicle remaining on the premises for more than three days shall be towed at the owner's expense.

21. **REASONABLE TIME FOR REPAIRS** - Upon being notified by RESIDENTS that there is some building defect which is hazardous to life, health or safety, MANAGER shall undertake repairs as soon as possible. Should there be a delay of more than 72 hours in making the repairs, due to a difficulty in scheduling the work or obtaining the parts or for any other reason beyond the MANAGER'S control, MANAGER agrees to keep the RESIDENTS informed about the progress of the work. **REPAIR HOTLINE NUMBER IS 812-457-4211. Please leave a complete description of the problem, your address and telephone number. Your service call may be delayed if complete information is not left on the hotline.**

22. **WINDOWS** - Except for those windows which are noted in writing as cracked or broken when RESIDENTS move in, RESIDENTS agree to be responsible for any windows which become cracked or broken in the dwelling while they live there. If the MANAGER is contacted for a maintenance request, MANAGER agrees to charge the RESIDENTS no more for the work than is charged to the MANAGER.

23. **DRAIN STOPPAGES** - As of the date of this Agreement, MANAGER warrants that the dwellings sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. RESIDENTS agree to pay for clearing the drains of any and all stoppages except those, which the plumber who is called will attest in writing, were caused by defective plumbing, tree roots or acts of God.

24. **SMOKE DETECTORS** - It shall be the responsibility of the RESIDENTS to check the smoke detector batteries (if applicable) twice a year and replace them as needed. If the smoke detector is not battery operated it shall be the responsibility of the RESIDENTS to determine that the smoke detector is operating as required and inform the MANAGER of any deficiency.

25. **LOCKS & LOCKOUTS** - RESIDENTS agree that they will not change or add locks on any door. Should RESIDENTS lock themselves out of their dwelling; they may call the MANAGER for assistance. When such assistance is provided RESIDENTS are responsible for payment of the charges and/or damages involved. **MANAGER charges a fee of \$75** for providing this service. This fee is due and payable when the service is provided.

26. **ALTERATIONS, REPAIRS AND ACCESS** - The RESIDENTS hereby consent to permit the MANAGER to enter the premises from time to time in order to make inspection, necessary or agreed repairs, decorations, alterations, improvements, to supply services, or exhibit the premises to prospective or actual purchasers, mortgagors, residents, workmen, or contractors. Any maintenance request constitutes notice so entry anytime is reasonable. This right of access includes pest control services which may not be refused. MANAGER may enter the premises when utilities are not active to examine the refrigerator and if necessary remove its contents to prevent damage to the refrigerator, without liability to the MANAGER for contents if removed.

Entry by the MANAGER for such purposes shall be at reasonable times as per statute IC 32-31-5-6(g)(3) reasonable times absent an emergency include the hours between 6:00 am and 11:00 pm local time. As per statute IC 32-31-5-6(g)(2) reasonable notice includes knocking, announcing entry and then, after 30 seconds, entering the dwelling. The MANAGER may enter at any time in case of an emergency.

RESIDENTS agree not to alter or decorate their dwelling without first obtaining MANAGER'S written permission. Decorations include painting and wallpapering. **Satellite dishes of any size are prohibited.** Approved alterations and decorations made by the RESIDENTS become the property of the MANAGER when the RESIDENTS vacate.

27. **BUSINESS USE** - RESIDENTS agree to use this dwelling as their personal residence. They agree to conduct no business on the premises without first obtaining MANAGER'S written permission.

28. **LAWFUL USE** - RESIDENTS agree that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities. RESIDENTS understand that nothing "illegal" means they are not to violate any common or statutory law, ordinance or decision of a judicial, legislative or executive branch of any level or agency of government or quasi-government including felonies, misdemeanors, or infractions and regulations. Proof of violation is by preponderance of the evidence only and hearsay is sufficient. **ANY ARREST CHARGE OR REPORT, INCLUDING OF ILLEGAL DRUG ACTIVITY, IS A VIOLATION ITSELF.** High pedestrian or vehicular traffic is perceived as consistent with illegal activity whether or not occurring so the mere existence of high traffic itself damages the reputation of Property and as quantified in MANAGER'S discretion is a breach. RESIDENTS agree to report any illegal activities on the premises to the appropriate law enforcement agencies. Regardless of whether law enforcement authorities or MANAGER have a reasonable suspicion that illegal activities are occurring, MANAGER may enter premises at any time with law enforcement authorities once each 30 days to search for illegal activity by any reasonable means including trained animals. Executing Agreement is Lessee's continuing voluntary and knowing search consent.

29. **CONDUCT** - RESIDENTS and RESIDENTS' family and guests shall not make or allow unreasonable noise or sound. RESIDENTS and RESIDENTS' guests shall not disturb other RESIDENTS peaceful enjoyment of the premises. RESIDENTS agree not to leave personal articles, trash or debris in front of the dwelling or anywhere else on the premises. RESIDENTS shall also maintain the interior of their residence in a manner that does not promote the infestation of pests including roaches and/or other insects. The RESIDENTS agree to pay a minimum \$35.00 fine if MANAGER is required to call for pest control assistance, remove improperly disposed trash, debris and/or personal items left anywhere on the premises that can be traced to RESIDENT.

Disorderly conduct such as battery, criminal trespass, public indecency, public nudity, dealing and/or possession of marijuana, intimidation, possession of illegal weaponry, possession of drug paraphernalia, criminal mischief, conversion (unauthorized control over property), vending machine damage or theft, coin machine deception, harboring criminals, resisting law enforcement, prostitution, contributing to the delinquency of a minor, taking a juvenile to a location used for drug sales, glue sniffing, domestic battery, welfare fraud, cruelty to animals, loitering, public consumption of alcoholic beverages or behavior that results in the need to bring law enforcement officials onto the property due to conduct issues as described herein, will result in a notice to vacate the premises and termination of this Rental Agreement subject to the loss of the Security Deposit and other penalties. At a minimum, the RESIDENT will be responsible for all charges incurred until the dwelling is re-leased as described in paragraph 36d.

30. **INSURANCE** - RESIDENTS are responsible for obtaining their own Renter's insurance policy to cover the damage to or loss of their own possessions, as well as losses resulting from their own negligence

31. **AGREEMENT EXTENSIONS & ADDENDUMS** - The terms of this Agreement may be extended for an additional period of time by a written consent of the MANAGER and the RESIDENTS named in the Agreement. Barring written renewal of this Agreement, this Agreement automatically converts to a month-to-month Rental Agreement. If the RESIDENTS continue to occupy the property after this Agreement period, the RESIDENTS must give 30 days written notice before vacating the property. Right to occupy beyond this Agreement period must be obtained by the MANAGER. Any notice given to move shall be for at least 30 days duration and termination of the Agreement shall fall at the end of the month.

Addendums to the Agreement for the rental of washers and/or dryers, written payment plans or promissory notes, or any other written supplemental agreements are made a part of this Agreement and terminate and/or extend with the Agreement and prevail over original terms as set forth in this Agreement.

32. **HOLDING OVER** - If RESIDENTS remain on the premises following the date of their termination of tenancy, they are "holding over" and become liable for "rental damages" at a rate of \$50.00 for every day they hold over in addition to the pro-ration of rent for the actual days held over.

33. **POSSESSION** - MANAGER shall endeavor to deliver possession of the dwelling as referenced on page one by the commencement date of this Agreement. Should MANAGER be unable to do so, MANAGER shall not be held liable for any damages RESIDENTS suffer as a consequence. This Agreement is considered void unless MANAGER is unable to deliver possession within 10 days following the commencement date. RESIDENTS' responsibility to pay the rent shall begin when they receive possession.

34. **NONWAIVER** - Should either MANAGER or RESIDENTS waive their rights to enforce any breach of this Agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although, MANAGER may know when accepting rent that RESIDENTS are violating one or more of this Agreement's conditions, MANAGER in accepting the rent is in no way waiving the right to enforce the breach. Neither MANAGER nor RESIDENTS shall have waived their rights to enforce any breach unless they agree to a waiver in writing.

35. **DESTRUCTION OF PREMISES BY CASUALTY** - In the event the leased dwelling be rendered uninhabitable by reason of fire, explosion, hurricane or other casualty, MANAGER, at its option may either repair the dwelling to make same habitable within ninety (90) days thereafter, or may, at its option, terminate this Agreement. In the event of such termination, MANAGER shall give RESIDENT thirty (30) days notice in writing, whereupon this Agreement shall be terminated in accordance with such notice. If the dwelling be damaged but not rendered uninhabitable, the rental amount due hereunder shall not cease or be abated during the period of repair of such damage. But MANAGER shall proceed with such repairs as expeditiously as possible under existing circumstances. MANAGER shall not be liable for any injury or damage to persons or property caused by such casualty.

36. **DEFAULTS** - If RESIDENT shall vacate or abandon the dwelling at a time when rent is due and unpaid, or in the event of nonpayment of rent, or in the event of any breach of the provisions, conditions or covenants of the Agreement by RESIDENT as set forth herein, the same shall be deemed an event of default hereunder. In the event of default by RESIDENT, MANAGER shall have the option of: a) terminating this Agreement and retaining all advance rent and deposits as full and liquidated damages for RESIDENTS default, or b) terminating RESIDENTS rights of possession without thereby terminating this Agreement, and re-letting the dwelling on account of RESIDENT, in which event all expenses and costs incurred by MANAGER, in connection with such re-letting of the property, including all repairs and alterations necessary to make the premises suitable for another RESIDENT, shall be recoverable by MANAGER from RESIDENT, or c) accelerating the rental due for the balance of the term of this Agreement or d) pursuing any and all other remedies at law or in equity which are now or may hereafter be available to MANAGER.

Termination of Lessee's possession including eviction does not end Lessee's obligation to pay Total Rent. An eviction will not release Lessee from liability for rent through the Termination Date. Upon default, all sums due through End Date are accelerated and immediately due.

Abandonment is defined by what a reasonable person would conclude under the circumstances as determined by MANAGER'S discretion. The MANAGER will consider RESIDENT to have surrendered possession when substantial removal of clothes, furniture or personal belongings has taken place and the RESIDENT has not been in communication with the MANAGER for 48 hours. The MANAGER may also consider a dwelling as abandoned when utility service has been discontinued, when the RESIDENT is incarcerated or has failed to notify MANAGER in advance of any absence from the dwelling of over 2 weeks or failure by the RESIDENT to respond in writing within 48 hours to a notice that the dwelling is being considered abandoned. Manager has no liability for loss or damage to a Resident's personal property if the resident's property has been abandoned. At Manager's option, the storage facility (Indiana code IC 32-31-4) may be anywhere inside or outside on the Owner/Manager's property. Storage costs will equal the total monthly rental amount as reflected on page one of this Agreement.

37. **REFERENCES IN WORDING** - Plural references made to the parties involved in this Agreement may also be singular, and singular references may also be plural. These references also apply to MANAGER'S and RESIDENTS' executors, administrators, or successors, as the case may be.

38. **ENTIRE AGREEMENT** - As written, this Agreement constitutes the entire agreement between RESIDENTS and MANAGER. They have made no further promises of any kind to one another, nor have they reached any other understandings, either verbal or written.

39. **RADON GAS** - Radon gas is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Indiana. Additional information regarding radon and radon testing may be obtained from your county health department.

40. **NOTICES** - Any notice required to be given under this Rental Agreement or by statute shall be deemed to be given when delivered to the dwelling, except where, by statute, an alternative means is required. Any notice required by this Rental Agreement to be given to the MANAGER shall be deemed given by delivery of the written notice to the MANAGER using one of methods described for payment of the monthly rental amount. LANDLORD may amend Agreement at any time consistent with IC 32-31-5-4. MANAGER may unilaterally modify Agreement including Rent upon 30 days written notice.

41. **HOLD HARMLESS** - RESIDENTS shall indemnify and hold harmless MANAGER from and against any loss, damage, injury, claim, demand, cost and expense (including legal expense) arising out of or in connection with the RESIDENTS use, operation, or condition of the dwelling, or any personal property or equipment of RESIDENTS now or hereafter stored, placed, or located therein. It is expressly covenanted and agreed between the MANAGER and RESIDENTS that all personal property and equipment RESIDENTS now or hereafter store, place, or locate in the dwelling shall be the sole responsibility and risk of the RESIDENTS and any damage, loss, theft or destruction thereof shall be born solely by the RESIDENTS.

42. **CONSEQUENCES** - Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

43. **GUARANTOR** - If the guarantor box is checked on page 1 of this document, RESIDENT agrees to present the aforementioned guarantor applicant(s) to secure performance under this Rental Agreement. Failure of the RESIDENT to produce the qualified guarantor(s) is an action deemed to be a withdrawal of the Application subject to the terms of paragraph 11.

44. **ATTORNEY'S FEES** - If either party to this Agreement shall bring a cause of action against the other party for enforcement of the Agreement, the prevailing party shall recover reasonable attorney's fees and court costs involved including, but not limited to collection agencies, private investigators, and credit bureaus.