

Cause No. 45760

FILED
August 25, 2022
INDIANA UTILITY
REGULATORY COMMISSION

EXHIBIT A

Moving In - General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s);

(list all people signing the Lease Contract)

KC And us, the owner: Covington Square Apartments (name of apartment community or title holder). You've agreed to rent Apartment, at Cheshire Rd. (street address) in Indianapolis, IN 46241 for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we", "us", and "our" refer to the owner listed above (or any of the owner's successors' in interest or assigns). Written notice to or from our managing agent constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

KC No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on: 7/1/2022 and ends at Midnight on 6/30/2023.

KC This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination

or intent to move-out as required by paragraph 34. If the number of days isn't filled in, at least 30 days' notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 464.00, due on or before the date of this Lease Contract is signed. The security deposit shall not bear interest nor be held separately or in trust. Upon vacating the Apartment, you shall supply to us, in writing, your forwarding address. Payment of the security deposit to any resident hereunder shall serve to satisfy our obligation to return the security deposit, and notice to one resident of application of the security deposit shall serve as notice to all residents of the apartment. In the event you shall fully and faithfully perform and keep the terms, covenants and conditions of this Lease Contract and return the Apartment to us at the expiration or termination of this Lease Contract in as good and clean condition as it was as of the commencement of this Lease Contract, ordinary wear and tear excepted, then the security deposit, or the appropriate portion thereof, shall be refunded by us to you. In the event that you shall fail to keep and fully perform the terms, covenants and conditions of this Lease Contract, we shall retain from said security deposit an amount sufficient to reimburse us for any damages caused by your default, including by not limited to:

- a. Any unpaid "rent" due under this Lease (as the term "rent" is defined under state law) including, but not limited to, payments due under this Lease, such as unpaid monthly rent installments, late fees, returned check fees, attorney's fees, court costs and interest;
- b. The cost to repair any damages to the Apartment, common areas and/or any Landlord's property, real or personal, including by not limited to the cost of general cleaning, carpet cleaning and painting costs, reasonable wear and tear excepted. Reasonable wear and tear

shall not include breaks, holes, scratches or burns in any surface, fixture or appliance, trash remaining after the Apartment is vacated, or carpet which is not freshly-cleaned; and

- c. Unpaid utilities and any other item allowed by law or equity.

In the event the security deposit shall be insufficient to cover your default, we may enforce any additional rights which we may have, against you, in law or in equity, without any limitation by reason of the security deposit or our failure, inadvertent or otherwise, to strictly comply with Indiana Security Deposit Statute. UNDER NO CIRCUMSTANCES MAY RESIDENT APPLY THIS SECURITY DEPOSIT AS THE LAST MONTHLY INSTALLMENT DUE PURSUANT TO THIS LEASE. The security deposit and any deductions, damages or charges shall be itemized by us in a written notice to you, together with any amount due, within forty-five (45) days after expiration or termination of your tenancy or our acceptance of your surrender of possession, provided you have provided us, in writing with your forwarding address.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 2 mailbox key(s).

Your apartment will be (check one):

- ☐ Furnished or
☒ Unfurnished

6. **RENT AND CHARGES.** Unless modified by addenda, will pay: \$745.00 per month for rent, payable in advance on or before the 1st day of each month (due date) without demand and with no grace period:

- ☐ At the on-site manager's office, or
☐ At our online payment site

Prorated rent of \$_____ is due for the remainder of the (check one)

- ☐ 1st month or
☐ 2nd month, on _____.

Cash is unacceptable. You must not withhold or offset rent. We may, at our option, require at any time that you pay all rent and other sums by certified or cashier's check, money order, or one monthly check rather than multiple checks. The parties agree that rent is not deemed accepted until it has been deposited by us. If you don't pay all rent on or before the 5th day of the

month, you'll pay an initial late charge of \$75.00. You'll also pay a charge of \$50.00 for each returned check or rejected electronic payment, plus the initial late charges set forth above from the due date. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract for such delinquency will be authorized. We'll also have all other remedies for such violation.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☒ Water ☐ Sewer ☐ Gas ☐ Electricity
☐ Wastewater ☐ Trash ☐ Cable TV

You'll pay for all other utilities, related deposits, and any charged, fees, or services on such utilities. You must not allow utilities to be disconnected-including disconnection for not paying your bills-until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are sub metered for the apartment, or prorated by an allocation formulas, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents or occupants or for our own negligence or intentional acts.

We require you to get your own insurance for losses to your personal property or personal injuries due to theft or other criminal activity, fire, water damage, pipe leaks and the like.

Additionally, you are:

- ☒ Required to purchase personal liability insurance.

If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move in.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one doorviewer on each exterior door, and (4) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.

What you are now requesting. You now request, at the time of execution of this Lease Contract the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.

- ☐ Keyed deadbolt lock
- ☐ Doorviewer
- ☐ Sliding door bar
- ☐ Sliding door pinlock

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was previously misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See any additional special provisions.

11. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. We're not liable for-and you must pay for-repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding sums you owe is not a waiver.

12. **PROPERTY LEFT IN APARTMENT.**

"Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages and storerooms for your exclusive use.

In the event you shall abandon or vacate the Apartment before the end of the term, we may retake possession of the Apartment, or any other part thereof, without judicial process, and re-let the Apartment upon terms satisfactory to us. You shall be liable for any resulting deficiency including, but not limited to: redecorating costs, repair costs, present and future rent, and such other costs as may be your responsibility in the event of default or breach hereunder. We shall have no liability for loss or damage to your personal property if you have abandoned if a reasonable person would conclude you have vacated the Apartment and surrendered possession of your personal property. In the event we are granted possession of the Apartment by court order, we may seek a judgment from the court allowing removal of your personal property and if you fail to remove such personal property before the date specified in the court's order, we may remove the personal property and deliver the personal property to a warehouseman or to a storage facility approved by the court provided notice of the

order for removal of the personal property and the identity and location of the warehouseman or the storage facility have both been personally served on you at your last known address. In the event your possessions are removed and placed in storage, you shall pay for all moving and storage costs. We, or any third-party who moves and/or stores personal property from the Apartment, shall require a warehouseman's lien on that personal property, and if not timely reclaimed, may sell the personal property in payment of the storage costs, moving costs, and other related fees and costs. You hereby expressly grant us authority to create or grant a warehouseman's lien in such personal property.

13. **FAILING TO PAY FIRST MONTHS RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees, court costs and other lawful charges. Our rights and remedies under paragraph 30 apply to acceleration under this paragraph.
14. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 17. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless written notice to move is given as stated under paragraph 34.
15. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily

basis during delay; and (2) your right to terminate as set forth below. Your termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to you when or after the beginning of the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
 - (2) If we give written notice you before the beginning of the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after you received written notice, but not later. The readiness date is considered the new beginning date of the initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.
16. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.
 17. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective upon thirty (30) days prior written notice, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

18. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate; (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. In the event of damage, you’ll be liable to us for damage caused by you or any guests or occupants. We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Any such criminal conviction or sex offender registration shall provide us the right to evict you.

19. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

20. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required Handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or

(12) blocks garbage trucks from access to a dumpster.

21. RELEASE OF RESIDENT. Unless you're entitled to terminate this Lease Contract under paragraphs 10, 23, 29, or 34, you won't be released from this Lease contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

22. MILITARY PERSONNEL CLAUSE. You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed forces. You may also terminate the Lease Contract if:

(1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President, *and* (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military order, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move-out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military

during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 30. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

23. RESIDENT SAFETY AND PROPERTY LOSS.

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices.

Smoke Detectors. You hereby acknowledge that a working UL listed smoke detector has been installed on each floor of the Apartment. You shall inspect and test the smoke detector(s) during the term(s) of this Lease Contract and shall ensure that each smoke detector installed in the Apartment remains functional and is not disabled. If the smoke detector is battery operated, you shall replace the batteries in the smoke detector(s) as necessary. If the smoke detector is hard wired into the Apartment's electrical system, and you believe the smoke detector(s) isn't functional, you shall provide us with written notification of the need to replace or repair the smoke detector(s). We shall repair or replace an inoperable smoke detector(s) within two (2) working days after we are given written notification of the need to replace or repair the smoke detector. You shall not tamper with, remove, or replace any parts or equipment of the smoke detector, except to replace batteries. You shall pay the cost of damage to the smoke detector, or to the Apartment, caused or allowed by your failure to comply with the obligations of this paragraph. We shall not be liable for any injury or death to persons, nor for damage to property, resulting from your failure to test or inspect the smoke detector, replace the batteries as required, or to notify us as provided herein. You shall maintain the smoke detector and test the smoke detector

the Apartment or community resulting from your failure to test or inspect the smoke detector, your failure to replace batteries, your tampering with the smoke detector(s) or your failure to notify us as provided herein.

ACKNOWLEDGEMENT

The undersigned hereby acknowledge(s) the Apartment is equipped with a functional smoke detector on each floor of the Apartment.

Resident or Residents (all sign below)

[Redacted Signature]

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. *We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice.* Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage,

or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

24. CONDITION OF THE PREMISES AND ALTERATIONS.

You accept the apartment, fixtures, and furniture (if provided) "AS IS", except for the conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties of habitability or otherwise. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs



agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment, after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

Your Responsibilities

25. REQUESTS, REPAIR, AND MALFUNCTIONS.

IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosions, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. You shall comply with all obligations imposed by applicable provisions of health

and housing codes, state laws, ordinances and insurance regulations; keep areas of the Apartment occupied or used by you reasonably clean and cause no waste or injury to the Apartment; use the electrical systems, plumbing, sanitary systems, heating, ventilating, and air conditioning systems, elevators (if provided), facilities and appliances of the Apartment in a reasonable manner; report to us, in writing, all repairs required to the Apartment, appliances, fixtures and appurtenances whether or not necessitated by any act or omission of you, an occupant, your guests, servants, assignees, or subtenants; repair, at or before the end of the term, all injury done by the installation or removal of furniture and other property and; at the termination of your occupancy, deliver the apartment to us in a clean and proper condition, excepting ordinary wear and tear expected in the normal course of habitation of an apartment. You shall comply with all reasonable rules and regulations in existence at the time the Lease Contract is entered into and shall also comply with amended rules and regulations as provided in this Lease Contract.

If at any time, you fail to comply with any of these duties, we may bring an action in a court of competent jurisdiction to enforce your obligations provided we have given you notice of your noncompliance with this Lease Contract, and/or state law, and you have been given a reasonable amount of time to remedy the noncompliance. If the noncompliance has caused physical damage that we have repaired, we shall give you notice specifying in writing, the repairs we have made and documenting our cost to remedy the condition described in the notice. If we prevail in any action to enforce an obligation of yours pursuant to this Lease Contract or applicable law, we may recover the following: Our actual damages; attorney's fees and court costs; injunctive relief and; any other remedy appropriate under the circumstances.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so

management
terminated, we'll refund prorated rent and all deposits, less lawful deductions.

- 26. ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate Animal Addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize an assistance animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract and the Animal Addendum. If an animal has been in the apartment at any time during the term of your occupancy (with or without consent), we'll charge you to de-flea, deodorize, shampoo, or any other damage charges. Initial and daily animal-violation charges and animal-removal charges are liquidated damages, and not a penalty, for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal in accordance with applicable law and paragraph 30 of this Lease Contract and the Animal Addendum.

- 27. WHEN WE MAY ENTER.** You may not unreasonably withhold consent to allow us to enter the Apartment in order for us to inspect the Apartment; make necessary or agreed to repairs, decorations, alterations or improvements; supply necessary or agreed to services or; exhibit the Apartment to prospective or actual purchasers, mortgagees, residents, workers or; contractors. We shall give you reasonable written or oral notice of our intent to enter the Apartment and may enter the Apartment only at reasonable times.

However, we may enter the Apartment without notice to you in the case of an emergency that threatens your safety or the safety of occupants or others in the Apartment or our property. We may also enter the Apartment without your consent under a court order or you have abandoned or surrendered the Apartment. We shall not abuse the right of entry or use the right of entry to harass you.

- 28. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notice of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemization's of multiple residents will comply with paragraph 39.

Our Responsibilities

- 29. RESPONSIBILITIES OF OWNER.** We shall deliver the apartment to you in compliance with this Lease Contract and in a safe, clean, and habitable condition. We shall comply with all obligations imposed by applicable provisions of health and housing codes, state laws, ordinances and insurance regulations applicable to the Apartment; make reasonable efforts to keep common areas of the apartment community in a reasonably clean and proper condition; provide and maintain the following items in the Apartment in good and safe working condition, if provided at the time this Lease Contract is entered into: electrical systems, plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all time, sanitary systems, heating, ventilating, and air conditioning systems, elevators (if provided), facilities and appliances supplied as an inducement to this Lease Contract.

If, at any time, we fail to comply with any of these duties, you may give us notice of our noncompliance with this Lease Contract, and/or state law. Thereafter, we will have a reasonable amount of time to remedy the noncompliance. You may not prevent us from having access to the Apartment to make repairs or provide a remedy to the condition described in your notice to us.

30. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the Apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the Apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 19; or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; (9) you or any guest or occupant violate any other term of the Lease Contract.

Eviction. If you default, we may immediately terminate this Lease Contract and end your right of occupancy by eviction by a court or other. Termination of your possession rights or doesn't release you from liability for future rent or other lease obligation. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance of rent or other sums due doesn't waive or diminish our right of eviction, and is not an accord and satisfaction or create for you any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or our right to continue with eviction proceedings.

Acceleration. All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or any notice to vacate. If you remain or continue to be in possession of the Apartment without right after expiration of this Lease Contract or any renewal period thereof, after early termination of this Lease Contract by you or us, or for any other reason, you shall pay us a prorated sum based on a thirty (30) day month for each day of such possession and you shall indemnify us against any and all loss, claims and damages we sustain by reason of such hold over.

Other Remedies. If you rent is delinquent and we give you a 5 day prior written notice, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon default, we have all other legal remedies, including lease termination and/or termination of your right to possession, without terminating this Lease Contract, and all other remedies available under applicable state laws. We may collect attorney's fees and all other litigation costs that result from enforcing the terms of this Lease Contract. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from date due, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a



letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, we will exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

31. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing, or belatedly enforcing, written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver or accord and satisfaction under any circumstances. Except when notice or demand is required by this Lease Contract or by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers or representatives constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All noticed must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or Management Company is personally liable for any of our contractual, statutory, or

other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

We have made no representations or warranties, express or implied concerning the Apartment regarding habitability or otherwise, and we deny any express or implied warranties have been made unless required by applicable law.

WAIVER OF JURY TRIAL. TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE COMMON LAW, AND/OR RELATED TO THIS LEASE CONTRACT SHALL BE TO A JUDGE AND NOT A JURY AND IN THE EVENT WE BRING SUCH ACTION IN A SMALL CLAIMS COURT OF THE TOWNSHIP OR COUNTY IN WHICH THE APARTMENT IS LOCATED, RESIDENT CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE SMALL CLAIMS COURT OF THE TOWNSHIP OR COUNTY IN WHICH THE APARTMENT IS LOCATED. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY SEEK THE LEGAL COUNSEL OF AN ATTORNEY CONCERNING THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE CONTRACT.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. Resident shall vacate the Premises and remove all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be

excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law. Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

32. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

Security Guidelines for Residents

33. **SECURITY GUIDELINES.** No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. *We disclaim any express or implied warranties of security.*

When Moving Out

34. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 21) except under the military clause (paragraph 22). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- * We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- * Your move-out notice must not terminate the Lease Contract sooner than

the end of the lease term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice.

35. **MOVE-OUT PROCEDURES.** The move-out date cannot be changed unless you and we both agree in writing. You shall not move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in acceleration of future rent payments under paragraph 30. You're prohibited from applying any security deposit to the last payment of rent. You won't stay beyond the date you are supposed to move out. All residents, guests and occupants must vacate the apartment before the 45-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each residents forwarding address.
36. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
37. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deduction for repairs, damages, or charges. Any statements or estimates by our representative are subject to owner's correction, modification, or disapproval before final refunding or accounting.
38. **DEDUCTIONS AND OTHER CHARGES.** Upon move out you'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the Apartment and is missing; replacing dead or missing smoke-detector batteries; charges for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys;

missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agrees; packing, removing or storing property removed or stored under paragraph 12; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles; blocking dumpsters;

false security-alarm charges unless due to our negligence; animal related charges under paragraph 26; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract. You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32. While you will remain liable for these items, the security deposit shall only be applied to those items listed in paragraph 4.

39. DEPOSIT RETURN, SURRENDER, AND

ABANDONMENT. We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions together with a check for the difference between the damages claimed and the amount of the security deposit no later than 45 days after termination of occupancy, unless statutes provide otherwise, provided you have given us a forwarding address, in writing.

You have terminated occupancy of the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

Your surrender and our acceptance of the Apartment, abandonment, and judicial eviction end your right to possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Your surrender and our acceptance, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 12),

but do not affect our mitigation obligations (paragraph 30).

Signatures, Originals and Attachments

40. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- ☐ Animal Addendum
- ☐ Breed Restriction
- ☐ Move In Move Out Condition Form
- ☐ Mold Addendum
- ☐ Bed Bug Addendum
- ☐ Community Rules and Regulations Addendum
- ☐ Satellite Dish or Antenna Addendum
- ☐ Asbestos Addendum (if applicable)
- ☐ Lead Hazard Information and Disclosure Addendum (federal)
- ☐ Emergency Maintenance
- ☐ Parking Policy Addendum
- ☐ Pool Addendum
- ☐ Smoke Detector Addendum
- ☐ Rent Concession Addendum
- ☐ Other _____
- ☐ Other _____

Date form is filled out (same as on top of page 1)

6/22/2021

Resident or Resident (all sign below)

[Redacted]

6/30/22
Date

Address: [Redacted] Cheshire Rd.
Indianapolis, In. 46241

Resident

Date

Resident

Date

Resident

Date

SPECIAL PROVISIONS (CONTINUES FROM PAGE 2)

Owner or Owner's Representative (signing on
behalf of owner)

By: Ingrid Guzman

Title: Asst. P. Manager

Date: 6/13/2022

Address and phone number of Owner's
representative for notice purposes

115 South High school Rd.

Indianapolis, IN. 46241

(317) 247-7330

THE PERSON (INDIVIDUAL, CORPORATION, OR
OTHER LEGAL ENTITY) RESIDING IN INDIANA
AUTHORIZED TO MANAGE THE APARTMENT IS:

Name: [Redacted]

COVINGTON SQUARE
APARTMENTS & TOWNHOMES
WATER/SEWER UTILITIES AND TRASH ADDENDUM

Community Covington Square Apartments and Townhomes (referred to as "Management").

Resident(s) _____

Address: Cheshire Rd _____ Indianapolis, IN 46241

This Addendum becomes part of the Lease between Resident(s) listed above (referred to as "Resident") and Covington Square Apartments and Townhomes (referred to as "Management"). The parties agree as follows:

1. Water/Trash/Sewer Billing. In an effort to encourage residents to be more conscientious about water conservation, and to more fairly apportion the costs of water and sewer usage to individual users, Management is requiring each apartment/townhome household to agree to pay, in addition to rent due under the Lease, a separate amount to be billed as provided herein, which amounts are due as additional rent, for the utility services of water, Trash, and sewer (hereinafter called "Utilities").

2. Charges. Upon the signing of the Lease and this Addendum, this utilities fee will appear on Resident's transaction or history of account. The currently monthly charge for water/trash/sewer is \$ 55.00 Monthly. Management shall have the option to increase the flat rate billing charge at any time upon 30 days' advance notice to Resident.

3. Resident's utility payment is due on the 1st of the month, if late, Resident will be responsible for paying a late fee in the amount of \$50.00. This late fee is separate from rent, and in addition to, any late fees that may be due under the Lease for late payments of amounts due under the Lease. Failure to pay the Utilities when due, or chronic late payment, is the same as failure to pay rent and will give Management all rights given to it under the lease for breach of lease including, but not limited to, the right to bring an eviction action.

If any check of Resident is returned for insufficient funds, bank dishonor, or other reason, then Resident will be charged an NSF fee of \$50.00.

4. If Resident breaks the Lease or moves out before the end of the month, Last Month's Bills, If Utility Bill is not paid, Management may recover the amount of the final Utility Bill from Resident's security deposit.

In the event that Management is required to retain counsel to enforce any term of this Agreement, including the collection of any amounts due hereunder, , then Management shall be entitled to collect all attorneys' fees incurred as well as court costs and expenses.

RESIDENT SIGNATURE (s)

Date: 6/30/22

OWNER'S MANAGING AGENT:

Covington Square
Josiel Guzman
Date: 6/13/2021