

# The Campus Edge, LLC: LEASE AGREEMENT

This lease agreement, entered into this date, \_\_\_\_\_, between The Campus Edge, LLC (“Agent”) and

\_\_\_\_\_ (“Tenant”).

The Contract home is located at: \_\_\_\_\_

## 1. Term of Lease:

The term of the lease begins on: \_\_\_\_\_ and the term ends at noon on: \_\_\_\_\_ . It is important that the Tenant vacates the property by said lease end date so the next resident can move in.

The total monthly rent is \$\_\_\_\_\_ per month without relief from valuation and appraisal laws, payable on the first (1<sup>st</sup>) day of the month. Any late payment made after 5:00 P.M. of the 5<sup>th</sup> day of each month, regardless of cause (including dishonored checks), will be assessed a late fee of (\$10.00) per day for each day late starting from the first of the month until rent is paid in full. These fees are to be included with the rent payment. There will be a returned check fee of \$30. Agent may report rental payment data to credit agencies.

## 2. Utilities:

Tenant is responsible to pay his portion of \_\_\_\_\_ utilities for the entire term of the lease. Any delay or failure of Tenant to keep service active for the entire term of the lease that results in the Agent paying the utility bill will be charged to the Tenant along with a \$50 admin fee for each utility. Any damage caused to the property due to the Tenant not maintaining utility services for the entire term of the lease will be the responsibility of the Tenant. Agent is responsible to pay \_\_\_\_\_ utilities for the entire term of the lease. Tenant agrees to conserve and use utilities responsibly.

## Security / Damage Deposit

a. Agent has collected \$\_\_\_\_\_ from the Tenant to be applied toward Tenant’s damage deposit. It is the intent that the Tenants will return the property at the end of the lease in the same condition in which they received it, excluding normal wear.

\$\_\_\_\_\_ of the deposit will be a non-refundable “Cleaning Fee” to cover the cost of general cleaning, carpet cleaning, and basic touch-up painting. If costs exceed the “Cleaning Fee” because the unit is returned in poor condition (meaning excessively dirty, carpet damaged/stained, walls needing total re-paint, blind replacement, general damage, extermination or deodorizing required, etc.) the Agent will deduct additional charges from the refundable damage deposit.

b. When the Tenant moves out of the contract unit, the Agent may use the security deposit as reimbursement for any unpaid Tenant rent or late fees, unpaid utilities, damages to the unit, unreturned keys, or returned check fees. All costs incurred by the Agent to make the unit ready for the next tenant will be deducted from the deposit.

- c. After deducting the amount used to reimburse the Agent, the Agent will refund the unused balance to the Tenant within (45) days from the lease end date. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the Agent may collect the balance from the Tenant.
- d. If more than one person is named as the Tenant, such persons agree that they will work out the details of dividing any security deposit refund among themselves. The Agent may pay a security deposit refund to any person named as the Tenant.
- e. The security deposit shall not be used for the last month's rent

### **3. Use and Occupancy of Contract Unit:**

The tenant must not sublease or let the unit without the full consent and written permission of the owner. The Agent is not responsible for finding or coordinating sub-lesers. Approval of sub-leasee is at the sole discretion of the Agent. The tenant must not assign the lease or transfer the unit. No soliciting is allowed on the property by Tenant or guest(s). Regarding House-mates, the Agent does not guarantee the satisfaction of those living together in the property. Each resident is responsible to clean-up after themselves, be cooperative and respectful to other residents, and is responsible to ensure the security of their personal belongings. Agent assumes no responsibility for house-mate issues that may arise.

### **4. Maintenance: Agent and Tenant Responsibility:**

The Agent will provide maintenance services at no cost to the Tenant for repairs that result from normal use. The Agent is not responsible for damages caused by the carelessness, misuse, neglect or unintentional act of Tenant or any member of the Tenant's household or guest(s). The Tenant is responsible to reimburse Agent for damage costs within fifteen (15) days of demand for payment. Failure to do so will result in grounds for termination of tenancy. The Agent will provide basic lawn care services at no charge to the Tenant. NO snow removal is provided by the Agent and is therefore required by the Tenant.

Management reserves the right to enter the premises at any reasonable time, and to authorize entry by any agent or employee of Management for the purpose of repair, maintenance, inspection, or to show the premises to a prospective tenant or buyer. Tenant agrees to cooperate and not limit Agent's access to the property for such purposes. Agent agrees to provide tenant reasonable notice before entry, with an emergency being an exception. Agent's notice of entry may come in any one of the following forms of communication: phone, email, written notice, text, or notifying one of the housemates for them to inform the other residents.

### **5. Tenant's Obligations:**

1. **Responsibility:** Tenant is responsible for ensuring that all family members and guests comply with all rules and guidelines of this lease. Owner may change rules as necessary.
2. **Condition:** Tenant shall keep the dwelling in a clean and sanitary condition and work to keep carpet, walls, appliances and fixtures in the same condition as initial reception. Tenant shall comply with all state and local laws requiring Tenant to maintain rented premises.
3. **Smoking: Smoking is not allowed** in, or within 10 feet of the dwelling. There will be a \$50 fine for each violation of this policy.
4. **Changes:** No changes to the property are permitted: painting, landscaping, flooring, etc.

5. **Furniture:** No form of household furniture is permitted on the porch, deck, or lawn. No furniture of any kind is permitted in the lawn. No pools of any kind or size are permitted on the property. There will be a \$50 fine for any violation of these policies.
6. **Damage:** If damage to the dwelling is caused by the Tenant or Tenant's guest, the owner shall be entitled to charge Tenant for all costs to repair damage caused. Tenant's failure to reimburse Agent for said repairs upon fifteen (15) days demand shall be grounds for termination of lease. If the Tenant renders that unit uninhabitable, Tenant shall still be responsible to pay for the rent during the time the unit is damaged, whether or not the unit is uninhabitable.
7. **Locks:** The Tenant agrees not to install additional or different locks or gates on any doors or windows of the house. When this Lease terminates, the Tenant will return all keys to the house to the Agent. There will be a charge for lost keys or keys not returned. There will be a \$50 Lock-Out Fee charged if the Agent must unlock a property because the tenant cannot find their key.
8. **Insurance:** Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. It is the intention of this Lease that the Agent shall insure the house and the **Tenant shall insure Tenant's own property**. Agent shall not be responsible for any loss to Tenant's possessions. The Tenant shall be responsible for Tenant's negligent conduct and the negligent conduct of Tenant's guests. Should the tenant be determined responsible of an incident that would require the use of the owner's home-owners insurance policy, the tenant will be responsible to pay the owner the amount of the insurance deductible.
9. **Pets:** No pets allowed on the property without the written consent of the Agent, and all decided upon preparations put into place. Approval and selection of approved pet is at the sole discretion of the Agent. The Agent will require a pet deposit and monthly pet fee if pets are allowed at the unit. There will be a \$50 fine for each violation of this policy.
10. **Noise:** Tenant agrees not to allow on the premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the house or the peace of any neighbors. **Tenant accepts responsibility for the conduct of all guests.**
11. **Parking:** Parking is permitted at the residence. No trailers or other motorized machines are allowed on the property or street parking. No parking in the grass. Any vehicles parked in unauthorized places will be towed at the owner's expense.
12. **Showings:** Tenant agrees to provide access to Agent for pre-leasing showings throughout the year. Tenant agrees to have the property in clean, presentable condition. Agent agrees to provide reasonable notice to Tenant before showings.
13. **Trash:** Tenant agrees to keep house and lawn free of any trash at all times. Tenant agrees to regularly dispose of trash in the garbage cans provided, and promptly retrieve the garbage cans from the street after pickup. There will be a \$50 fine for each occurrence that Agent picks up trash on premises. Repeated violation of this policy will result in the termination of this contract.
14. **Parties:** No loud parties are permitted. No kegs are ever permitted on the property.
15. **UALA:** Residents agree to follow all rules implemented by the University Area Landlord Association.
16. **Grills:** Grills are not permitted under any porch or overhang, or within 10 feet of the structure.

**6. Termination of Lease:**

If for any reason this lease agreement is terminated prior to the stated lease end date the Tenant will 1.) Loose the entire damage deposit, and 2.) Continue to pay the full monthly rental amount according to the terms of this lease until an equally qualified tenant is found. If a replacement tenant is not found, Tenant is responsible to fulfill rental obligation until the lease end date. There is no “Buy-Out” option available with this lease contract.

During the initial term of the lease or any extension thereof, the Agent may terminate the tenancy on the following grounds:

1. Serious or repeated violations of the terms and conditions of the lease;
2. Violation of Federal, State, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;
3. Any threatening, dangerous, violent, or criminal activity
4. Non-payment of rent or repeated failure to pay rent in a timely manner;
5. Any misrepresentation or false statement of information on Tenant’s application regardless of whether intentional or negligent;
6. Interfering with the management of the property;
7. Causing an undue financial burden on the property; or
8. Any other activity which impairs the physical or social environment of the premises.
9. Illegal use or possession of a controlled substance
10. Disturbance of neighbors, Loud Parties
11. Destruction of property, or Other reasonable cause
12. Failure to maintain utilities or wasting utilities provided by the Agent,
13. Allowing persons not named on the lease to occupy the unit without Agent’s written consent
14. Failure to keep house or lawn clean, trash free, and well maintained at all times.
15. Failure to comply with rules and guidelines set by Agent, UALA, or City policies.

**7. Joint & Several Liability:** Each Tenant under this lease contract is jointly and severally (individually) liable to Agent for the total rent due for the Premises, together with any and all damages and miscellaneous charges.

**8. Written Notices:** Any notices to the Agent shall be sent to:  
**The Campus Edge, LLC at: 818 W White River Blvd Muncie, IN 47303**

**9. Severability & Waiver:**

If any provision of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. No failure or delay by Agent to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive Agent right to enforce any term of this lease, including but not limited to, the Agent’s right to pursue its remedies for non-payment of rent.

**10. Attorney & Collection Fees.**

If the Tenant acts in violation of this lease, the Agent shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant, if successful in its action to enforce the lease. Violation of any of the provisions of this lease shall be grounds for termination of the lease and eviction. Tenant also agrees that in the event of default in payment, reasonable collection fees equal to fifty (50%) of the delinquent balance shall be added to the amount due.

Other responsibilities to be assumed by either party:

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**SIGNATURES:** Agent hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Agent, the house described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents and regulations attached or incorporated.

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_, \_\_\_\_\_.

**(1.) Tenant's Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

**(2.) Tenant's Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

**(3.) Tenant's Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

**(4.) Tenant's Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

**(5.) Tenant's Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

**Agent's Information:** Email: [Live@TheCampusEdge.com](mailto:Live@TheCampusEdge.com)

Phone: 765-286-2806

Agent's Signature: \_\_\_\_\_