

Other Peoples Properties, LLC Tenant Lease/Rental Agreement

Form #10 (Revised 21Jan06 at 15:50)

(Address of Property)

THIS LEASE made as of the _____ of _____, 200____, by and between

Other Peoples Properties, LLC (Property Manager - OPP) and _____
(Property Owner - PO) hereinafter collectively referred to as (the "Landlords"),

and _____

hereinafter collectively referred to as (the "Tenant"), of _____, IN.

IN CONSIDERATION of the lease/rental payments reserved and the covenants and agreements hereinafter provided for, the Landlords and the Tenant hereby agree to the following **Terms and Conditions** (the "Lease"):

1. **Lease/Rental and Term.** The Landlords hereby leases/rents to the Tenant and the Tenant hereby leases/rents from the Landlords the private dwelling-house (the "Premises") known municipally as:

for a term of _____ () year(s) commencing on the _____ of _____, 200____

through and including the _____ of _____, 200____ (the "Term"), subject to any earlier termination of this Lease in accordance with the provisions of this Lease.

2. **Annual Automatic Renewal.** If the above mentioned term is for one (1) year or less, this Original Lease, its Terms and Conditions, can be automatically renewed in increments of one (1) year, if all of the above mentioned parties agree to an automatic renewal, in writing, at least thirty (30) days prior the termination date of the Original Lease. All one (1) year renewal Lease agreements are subject to a Rent increase of five (5%) percent per month during the term of the new Lease (Automatic Renewal) Agreement.
3. **Month-to-month Holdover by Tenant.** If the Tenant remains in occupation/possession of the Premises after the expiration of the Original Term without a "renewal/updated" written Lease agreement to the contrary, he or she **shall not** be deemed to be a tenant from year to year, but **shall be** a monthly tenant at a rental equivalent to a monthly payment of rent herein provided for, payable in advance, and all the terms and conditions hereof, so far as applicable, shall apply to such monthly tenancy. Such month-to-month tenancy shall be terminable on a thirty (30) days notice by either party.

If Tenant remains in occupation/possession of the Premises after the expiration of the Term without a "renewal/updated" written Lease agreement to the contrary, the monthly (month-to-month) rental rate will be increased by ten (10%) percent of the original Lease (the monthly "Rent"), during the term of the Holdover.

4. **Lease/Rent Payments.** The Tenant shall pay to the Landlords during the Term, an annual lease/rental payment (the Annual "Rent") in the amount of _____ dollars per year payable in equal monthly "Rent" payments/installments of \$ _____ (one month's Rent/Lease payment) in advance, on the first day of each calendar month during the Term. A grace period extends to the 5th day of each month. Rent payments are considered "Late" if the full amount due is not received in OPP's offices by the end of the business day on the 5th of each month.

All Lease/Rent payments are to be made payable to: Other Peoples Properties, LLC and be in the form of a personal check, cashiers/bank check or money order. No cash will be accepted. **Note:** If Landlords receive any personal check that has been returned from the bank for any reason whatsoever, Tenant agrees to pay Landlords a \$25.00 fee for any returned check, and make any and all future lease/rent payments in the form of a cashiers/bank check or money order.

5. **Late Fees/Payments.** The Tenant shall pay to the Landlords a five (5%) percent late fee, or a twenty-five (\$25.00) dollar late fee (whichever is greater), per occurrence, if the Rent/Lease payment is not received by Landlords by the fifth (5th) of each month.

6. **Utilities.** The Tenant agrees that all utilities should be in Tenant's name and not the name of the Landlords. The Tenant covenants to pay when due, all utilities including, but not limited to water, gas, sewer, electricity, telephone and cable television. Landlords are not responsible for the payment of any utilities to the Premises during the Term of this Lease/Rental Agreement.

7. **Use of Premises.** The Tenant shall use the Premises as a private residence and for no other purpose. The Tenant will not do or permit anything to be done on the Premises which may be annoying to the neighbors or embarrassing to the Landlords, of which the Landlords deem to be a nuisance or embarrassment.

Any illegal activity on the Premises is cause for the Landlords to immediately evict the Tenant without further notice.

Note: This is a single family home. The only person(s) allowed or authorized to live on the Premises other than the above mentioned Tenant(s), is:

Allowing additional families, family members, visitors or guests to live (for more than two weeks) on the Premises is not allowed or authorized by this Lease/Rental Agreement and is cause for the Landlords to immediately evict the Tenant without further notice.

8. **Maintenance.** The Tenant covenants with the Landlords to maintain the Premises in good and tenantable repair, fair wear and tear; to keep the sidewalks in front, back and at the sides of the Premises free of snow and ice; to keep the flower beds properly cultivated and planted, the lawns watered and mowed and the shrubs and trees properly trimmed; to keep clean and repair the drains; to permit the Landlords and their agents with or without workmen and others and with all necessary equipment to enter and examine the condition of the Premises including the grounds, gardens, driveways, garages and outbuildings and upon notice by the Landlords forthwith to repair in accordance with the notice.

The Landlords are only responsible for repair and replacement, where necessary, the roof, siding, fences, doors and gates; to keep the porches, driveways adequately paved or graveled, and replaced when necessary; to repaint the interior and exterior of the Premises when required; to maintain and repair the water heater and the furnace.

9. **Waste and Cleanliness.** The Tenant shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the building, yards or passages of the Premises and will, at all times, keep the Premises in clean and wholesome condition, and shall, immediately before termination of the Term of this lease, wash/clean the floors, windows and woodwork of the Premises.
10. **Condition of Premises.** The Tenant declares that no representations as to condition of the Premises have been made to him by the Landlords or his agent except those representations expressed in this Lease (in paragraph 38), and that no promise has been made by the Landlords or his or her agent to decorate, alter or improve the Premises.
11. **Alterations.** The Tenant shall not make or permit to be made any alteration or addition to the Premises without first having submitted a plan or a sufficient specification thereof to the Landlords or his or her agent, and obtained his or her written approval thereof.
12. **Insurance.** The Tenant covenants with the Landlords not to permit or suffer to be done anything whereby any policy of insurance on the Premises may become void or voidable or whereby the rate of premium thereof may be increased, and to repay to the Landlords on demand all sums paid by way of increased premiums and all expenses incurred by the Landlords in connection with any renewal or replacement of the policy rendered necessary by breach of this covenant. The Tenant agrees to arrange any content insurance for his or her own property and contents. Tenant agrees to provide Landlords with proof of such insurance within thirty (30) days of moving into the Premises. Failure to provide proof of such insurance will result in immediate eviction of the Premises.
13. **Smoke Detectors.** The Tenant acknowledges that working smoke detectors have been properly installed on the Premises and are in good working order. If for any reason there is no working smoke detector on the Premises, Tenant agrees to purchase any necessary smoke detectors before they move in. The Landlords will promptly reimburse Tenant for any new smoke detectors. Tenant shall inspect and test the smoke detector as needed during the term of the Lease. Tenant shall not tamper with, remove, or replace any parts or equipment of the smoke detector, except to replace the batteries, which shall be promptly replaced by Resident at the necessary time. Tenant shall immediately notify Landlords in writing of any failure or defect in the smoke detector, and Landlords shall not be responsible to replace or repair an inoperable smoke detector until such written notice is given. Tenant shall pay the cost of damage to the smoke detector, or to the Premises, caused by failure to comply with the obligations of this paragraph.
14. **Security.** The Tenant hereby agrees and acknowledges that Landlords shall have no duty to provide any security services of any kind to Tenant. The Tenant shall look solely to public law enforcement for security protection.
15. **Quiet Enjoyment.** The Landlords covenants with the Tenant that provided that the Tenant pays the Lease/Rent when due, and observes and performs all of the enclosed mentioned Tenant's covenants (Lease/Rental Agreement) and obligations under this Lease, the Tenant shall peaceably hold the Premises during the Term without any interference by the Landlords or any person rightfully claiming under the Landlords.
16. **Tenant Not to Assign or Sublet.** The Tenant shall not assign, sublet (Sublease) or part with possession of the Premises or any part thereof without first obtaining the written consent of the Landlords, which consent will not be unreasonably withheld. The Landlords may assign this Lease and all of his or her rights and obligations hereunder without the Tenant's consent.

17. **No Antenna.** The Tenant covenants and agrees with the Landlords that he or she will not, without the written consent of the Landlords, erect or cause to be erected on the building on the Premises, or any part thereof, any television or radio antenna or any other device or apparatus whatsoever, and if any such television or radio antenna, device or apparatus is erected without such written consent, to immediately remove the same upon request of the Landlords or his agent or representative. The Tenant further agrees that if any such television or radio antenna, device or apparatus is erected on the said building, the Tenant will (whether with or without the consent of the Landlords), at his or her own expense, repair any damage done to the building or Premises by reason of the erection, maintenance or removal thereof and will indemnify and save harmless the Landlords, his servants and agents from all liability for damages to persons or property as a result of the erection, maintenance or removal thereof.
18. **Landlords Not Liable.** The Landlords shall not be liable for any damage to any property at any time in the said Premises or building from gas, water, sewer, steam, waterworks, rain or snow, which may leak into, issue or flow from any part of the said building of which the Premises are a part or from the pipes or plumbing works of the same, or from any other place or quarter.
19. **Tenant to Notify.** The Tenant shall give the Landlords prompt written notice of any accident, or other defect in the water pipes, sewer system, gas pipes or heating apparatus, telephone, electric light or other wires.
20. **Liability of Tenant.** The Tenant shall be liable for any damage done by reason of the water being left running from the taps in the Premises, or from gas being permitted to escape into the Premises.
21. **Acceptance of Overdue Rent.** The acceptance by the Landlords of arrears of rent or compensation for use or occupation of the Premises after notice of termination of the lease has been given shall not operate as a waiver of the notice or as a reinstatement of the lease or as a creation of a new lease unless the parties so agree.
22. **Right to Enter Premises.** Upon notice of termination of the Lease being given, the Landlords shall have the right, at reasonable times during daylight, to enter and show the Premises to prospective tenants; otherwise, except in cases of emergency, the Landlords shall not exercise a right to enter the Premises unless he has first given written notice to the Tenant at least twenty-four hours before the time of entry, which shall be during daylight and specified in the notice. Landlords or their agents may enter the Premises at any time to respond to any emergency. Landlords may also enter the Premises at reasonable times for the purpose of inspecting the condition thereof, making needed repairs, showing the Premises for sale, appraisal, providing services, and for any other reasonable purposes as deemed necessary by the Landlords.
23. **Failure to Vacate.** If the Tenant is obliged to vacate the Premises on or before a certain date and the Landlords have entered into a lease with a third party to rent the Premises after such date and the Tenant fails to vacate the Premises thereby causing the Landlords to be liable to such third party, then the Tenant shall, in addition to any other liability hereunder, indemnify the Landlords for all losses suffered by reason of his or her failure to vacate.
24. **End of Term.** At the end of the Term, the Tenant shall yield up the Premises in the same state of repair and condition as at the beginning of the Term, fair wear and tear excluded. During the last two (2) months of the Term, the Tenant shall permit the Landlords to affix and retain on any part of the exterior of the Premises a notice that the Premises are for rent or sale and to permit the Premises to be viewed at all reasonable times by persons authorized by the Landlords or his agent.

25. **Pets.** Tenant agrees that no pet of any kind weighing over twenty (20) pounds is allowed or authorized to live on the Premises. Tenant agrees that Tenant is responsible for any and all damage to the Premises that Tenant's pet or Tenant's guest's pet may cause to the Premises. **An extra Security/Pet/Damage Deposit (See item # 36) will be required if you have now, or will later get, one or more pets to live in or on the Premises.**
26. **Vacating or Abandonment.** The Tenant covenants and agrees with the Landlords that in case the Premises shall be vacated or abandoned, the Landlords in addition to all other rights hereby reserved to him or her, shall have the right to enter the same either by force or otherwise without being liable for any prosecution therefore, and to re-let the Premises and to receive the rent therefore. Provided that if any Lease/Rental payment is overdue and the Premises are vacant, it shall be presumed that the Tenant has vacated or abandoned the said Premises and the Landlords shall be entitled to take immediate possession thereof.
27. **No Release of Tenant.** Nothing in this Lease contained and no entry made by the Landlords hereunder shall in any way release the Tenant from any payment of the Rent during the Term beyond such sum as may be realized by the Landlords by the re-letting of the Property.
28. **Default by Tenant.** If at any time the Lease/Rent Payment or any part of it remains unpaid for ten (10) days after becoming due, or if any of the Tenant's covenants are not performed or observed, or if the Tenant becomes bankrupt or enters into any composition with his or her creditors or suffers any distress or execution to be levied upon any of his or her goods, or being a company goes into liquidation except for the purpose of amalgamation then the Landlords may at any time thereafter re-enter upon the Premises or any part of them in the name of the whole and re-let (re-rent) the Premises as agent for the Tenant and receive the rent from the reletting and as agent for the Tenant take possession of any furniture and other property on the Premises and sell it at public or private sale without notice and apply the proceeds of the sale and any rent from reletting on account of the rent due under this Lease and the Tenant shall remain liable to the Landlords for any deficiency.

The occurrence on any of the following shall constitute a default by Tenant of this Lease:

- Failure to pay lease/rent payment as and when due; or
- Abandonment or apparent abandonment of the Premises, unless Tenant has paid the Rent in full for the entire Term of this Lease; or
- Failure to comply with the terms and conditions of this Lease/Rental or Landlords Rules; or
- The filing, by or against Tenant, of a petition in bankruptcy; or
- The providing of false information on the Landlords "Application for Lease/Rental" in, or as a part of this Lease.

In the event of a default by Tenant, and upon notice being given by Landlords to Tenant, the Rent for the entire Term of the Lease shall immediately become due and, in addition, Landlords shall have the right, at its sole discretion, to re-enter the Premises, change the locks, and take possession of the Premises, to clean and make repairs at Tenant's expense, and to re-let (re-rent) all or any part of the Premises.

29. **Condonation of Breach Not a Waiver.** Provided always and it is agreed that any excusing, condoning, or overlooking by the Landlords of any default, breach or non-observance by a Tenant at any time of covenant, provisions, condition or regulation in this Lease shall not operate as a waiver of the Landlord's rights under this Lease in respect of subsequent defaults, breaches, or non-observances of terms of this Lease, and shall not defeat or affect in any way the Landlord's rights in respect of any such subsequent default or breach.

30. **Enforcement Action.** In the event Landlords bring any action to enforce the terms and conditions of this Lease, including, without limitation, the payment of Rent and/or other charges when due to Landlords, Tenant agrees that the Landlords shall be entitled to recover its expenses and reasonable attorney fees, in addition to any other amounts Landlords are entitled to recover under the law.
31. **Indemnity of Liability.** The Tenant covenants with the Landlords to indemnify the Landlords in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the Landlords may become liable by reason of breach or non-performance by the Tenant of any covenant, agreement or provisions of this Lease, or by reason of an act or default by the Tenant or member of his or her family, household or guests. This indemnity shall, where the breach, non-performance, damage to property, personal injury or death occurs during the term of this Lease, survive termination of this Lease.
32. **Joint and Severed.** Each of the Tenants covenants with the Landlords that all covenants, undertakings and agreements in the Lease shall be construed as both joint and several with respect to each Tenant.
33. **Notices.** All notices under this Lease shall be in writing. Any notice to the Tenant shall be sufficiently served if addressed to the Tenant at the Premises or sent to him or her by mail to his or her last known address. Any notice to the Landlords shall be sufficiently served if addressed to the Landlords at:

Other Peoples Properties, LLC, P.O. Box 1724, Indianapolis, IN 46206 via certified or overnight mail.

34. **Successors and Assigns.** This Lease shall enure to the benefit of and are binding upon the parties hereto and their respective heirs, executors, administrators and permitted assigns.
35. **Acknowledgement.** The Tenant hereby acknowledges that Tenant has read this Lease, the Application for Lease/Rental, and Landlords Rules. Resident understands that Landlords Rules may be amended from time to time and affirms that Tenant will, in all respects; comply with the terms and provision of this Lease and Landlords Rules as from time to time amended.
36. **Deposits (OPP, check one or both boxes – Tenant, initial one or both lines).**

_____ **Lease/Rent Deposit.** The Tenant shall pay to the Landlords, upon execution of this Lease, a Lease/Rent Deposit (the “Lease Deposit”) in the amount of one month’s Rent/Lease (payable to Other Peoples Properties, LLC), which shall be applied by the Landlords to Tenant’s last month’s Rent/Lease under the Terms of this Lease/Rental Agreement.

_____ **Security/Pet/Damage Deposit.** The Tenant shall pay to the Landlords, upon execution of this Lease, a Security/Pet/Damage Deposit (the “Security Deposit”) in the amount of \$ _____ (payable to Other Peoples Properties, LLC). The Security Deposit is not considered to be rent and may not be used and/or applied to any rent/lease payments. These monies will be held by Other Peoples Properties, LLC until the Tenant moves out. These monies will be returned to the Tenant, minus any monies used by Landlords to fix up, paint, clean up, or repair any damage done to the Premises by Tenant/Pets, etc. during, or after the term of the Lease, usually within ten (10) days from the Tenant’s move out date. The Tenant understands that if the Tenant breaches any of the terms or conditions of this Lease, Tenant shall forfeit any Security/Pet/ Damage deposit(s), as permitted by law.

37. **Rent to Own/Option to Purchase** (OPP, check only one box – Tenant, initial only one line).

- _____ The Landlords hereby agree to enter into a Rent to Own (Purchase Agreement) with Tenant for the above mentioned Property. Said Agreement is to be attached to this Agreement when completed; **or**
- _____ Tenant is not interested in a Rent to Own (Purchase Agreement) at this time; **or**
- _____ Tenant retains the option to enter into a “Rent to Own (Purchase Agreement) at any time during the term of this Lease/Rental Agreement for as long as the terms and conditions have not been violated by the Tenant.

38. **Tenants Pre-Move In Terms and Conditions** (OPP, check only one box – Tenant, initial only one line).

_____ **The Tenant agrees to Accept the Property “As Is”** - The Tenant agrees to Lease/Rent the Property in it’s “As Is” condition and the Tenant does not expect the Landlords to make any further improvements, or complete any further maintenance work to the Property before the Tenant moves in.

_____ **The Tenant agrees to Accept the Property with Improvements** – The Tenant agrees to Lease/Rent the Property in its current condition with the below mentioned improvements to be:

completed by the: _____ Tenant, **or** _____ Landlords, and/or

paid for by the: _____ Tenant, **or** _____ Landlords

Improvements to be completed (if any):

Exceptions (if any) for paying a lesser Rent/Lease Payment for months 2 thru 12:

39. **Miscellaneous Information:**

Anticipated move in date: _____

First Months Payment (can not be prorated): _____

2nd Months Rent (may be pro-rated) Payment: _____

Lease/Rent Deposit: _____

Security/Damage Deposit: _____

Make payable to: Other Peoples Properties, LLC the following amount: _____

(This payment must be in the form of a cashiers check, bank check or money order – no exceptions)

_____ **IMPORTANT:** The above payment(s) must be received by Other Peoples Properties, LLC and this Lease/Rental Agreement must be executed by all concerned parties, before anything can be moved into the Premises.

Contact phone number for maintenance or problems on the premises is: **(317) 631-1724**

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first written above. **SIGNED, SEALED AND DELIVERED** in the presence of:

TENANT

TENANT

Witness (if any)

Witness (if any)

PROPERTY MANAGER (OPP)
Other Peoples Properties, LLC

PROPERTY OWNER (PO)

Three (3) signed originals are required: 1) Tenant; 2) OPP (Property Manager); 3) PO (Property Owner)