DEFINITION OF MULTI-UNIT / MULTI-OCCUPANT DWELLING

Multi-Unit / Multi-Occupant for the purpose of this Lease Agreement (“Lease”) is defined as a building with more than one dwelling unit or a building with three or more unrelated tenants.

SECTION 1: LEASE AGREEMENT

Beginning August , 2013 at 12:00 pm and ending August , 2014 at 12:00 pm (“Lease Term”) The Trustees of Indiana University, (“University”), agrees to lease the real estate (“Premises”) at:

Bloomington, Indiana 47408

To:

individually and collectively referred to herein as "Tenant." The parties agree to comply with the terms and conditions herein. Tenant understands and agrees that this Lease is a JOINT AND SEVERAL CONTRACT in which EACH TENANT IS INDIVIDUALLY RESPONSIBLE FOR ALL OBLIGATIONS ASSIGNED TO THE TENANT UNDER THIS LEASE, INCLUDING THE OBLIGATION TO PAY THE ENTIRE RENT IF THERE IS A FAILURE TO PAY BY ANY CO-TENANT.

SECTION 2: TENANT ELIGIBILITY

Tenant represents that he or she is eligible to live in University housing as he or she is a full-time staff member, full-time faculty member or full-time student. Tenant agrees to notify University immediately of any change in this status. A change in status will not relieve Tenant of Tenant's obligations under this Lease.

SECTION 3: RENT

a) During the term of this Lease, Tenant agrees to pay rent in the amount of $ per month. Rent shall be paid to the Office of the Bursar. Payment options are listed on the Office of the Bursar website: http://bursar.indiana.edu/bill_pay.php.

b) Payment will be due no later than the 10th day of the month.
c) For less than one calendar month's occupancy, the rental payment shall be prorated at a daily rate based on a thirty (30) day month.

d) Accounts not paid in full by the due date are in default under this Lease and, in addition, are considered encumbered by the Office of the Bursar. Student Tenants whose accounts are encumbered will not be entitled to receive certain University services including ability to register for classes, ability to obtain official transcripts and certification. In addition, any Tenant with a delinquent account is subject to any other remedies available to the University by this Lease, by law, or by University policy.

e) An account will be established for each individual Tenant by the Office of the Bursar for billing each month. The rent will be divided equally. Each Tenant authorizes the Office of the Bursar to release to University Real Estate Department any and all account information relevant to this Lease.

SECTION 4: RESTRICTIONS ON USE

a) No person other than Tenant shall occupy the Premises without the prior written consent of the University. Tenant shall not sublet the Premises or assign this Lease without the University's prior written approval. Occupancy by any person not named in the Lease for more than seven (7) consecutive nights shall constitute a breach under this Lease unless prior written consent is obtained from the University.

b) Tenant shall use the Premises only as a residence and only in compliance with applicable laws, regulations, ordinances and applicable University policies.

c) Tenant shall not disable or remove smoke detectors or fire extinguishers on the Premises. Real Estate Department will bill Tenant $50 to replace a battery operated smoke detector and $100 to replace a hard-wired smoke detector. Fire extinguishers discharged in a manner unrelated to intended use or otherwise missing shall be charged to Tenant at replacement cost. Tenant shall IMMEDIATELY notify University of any discharged fire extinguishers or any non-functioning smoke detectors on the Premises.

d) Tenant shall not make alterations or additions to the Premises without the prior written consent of University.

e) Tenant shall not, intentionally or negligently damage the Premises or allow them to be damaged.

f) Tenant shall not maintain a waterbed on the Premises.

g) Tenant shall not maintain a wood-burning stove on the Premises.

h) Tenant shall not use a fireplace on the Premises.

i) Tenant shall not use outdoor cooking devices indoors or under any porch roofs or overhangs.

j) Tenant shall not install or have installed telephone lines, cable television lines, and/or satellite or direct T.V. dishes without the prior written consent of the University. Tenant shall be responsible for the cost of repairing any damage from unapproved installations.

k) Tenant shall not duplicate keys. Tenant will be charged $30.00 for every lost key.

l) Tenant shall not place any additional locks on exterior or interior doors in the Premises, nor change any locks.

m) Tenant shall not use the Premises for business or commercial purposes or for any purpose other than a residence.

n) Tenant may, at its own expense, choose to purchase usual and customary window coverings such as blinds, curtains or draperies. Blankets, flags, signs or similar items are prohibited. Any window coverings left behind by Tenant will be considered Abandoned Property as defined under Section 15.
o) Tenant shall not allow access to the roof area of any building, porch, carport or any other structure on the Premises (“Roof Area”). Tenant shall not place anything on, nor allow anything to be placed on a Roof Area. In addition to any damage caused to the Premises, an inspection fee of two hundred dollars ($200.00) will be charged to Tenant, per incident, if anyone or any item is found to have been on a Roof Area.

p) Tenant shall not place adhesive on the wall.

q) Tenant shall not flush objects that may obstruct the sewer lines. Tenant shall be held financially responsible for non-compliance with this provision.

SECTION 5: GOOD NEIGHBOR POLICY

Tenants shall conduct themselves in accordance with Indiana University's Code of Student Rights, Responsibilities, and Conduct, as well as all applicable laws and regulations. Failure to do so may be grounds for cancellation of this Lease by the University, or referral to the Dean of Students Office or the County Prosecutor's Office for disciplinary or criminal proceedings or both.

a) Tenant acknowledges that parking on lawns or any unimproved surface is prohibited. Both the City of Bloomington and IU Parking Operations will enforce this regulation.

b) Tenant agrees to not use the Premises in any way that is detrimental, disturbing or disruptive to the neighborhood or Indiana University. Tenant, at all times during the Lease Term shall conduct himself / herself, and require other persons on the Premises with his/her consent to conduct themselves in a manner that does not unreasonably disturb his/her neighbors or constitute a breach of the peace.

c) Tenant shall comply with City of Bloomington trash regulations and designated pick-up times.

d) Tenant shall not let trash accumulate on or about the Premises.

e) Tenant shall not place furniture designed for indoor use outside on the Premises, including on any porch or other exterior structure.

f) Tenant shall not display any banner, decoration or other item on the exterior of the Premises.

g) Tenant acknowledges that he or she is subject to and agrees to comply with the City of Bloomington Noise Ordinance.

SECTION 6: MAINTENANCE

a) Tenant shall replace burned out light bulbs at Tenant’s expense.

b) Tenant shall provide all housecleaning at Tenant’s expense.

c) Tenant shall regularly check all smoke detectors in Premises for proper operation and replace batteries if needed. If a smoke detector fails to function properly after replacement of battery, Tenant shall promptly notify Real Estate Department.

d) Tenant shall maintain the interior temperature of the Premises at 55 degrees or above to prevent frozen pipes. In periods of extreme cold, Tenant shall allow faucets to drip and leave cabinet doors under sinks open as necessary to allow heat to circulate and prevent frozen pipes. TENANT SHALL BE HELD LIABLE FOR DAMAGE AND REPAIR COSTS CAUSED BY FROZEN OR BROKEN WATERPIPES IF THE AFOREMENTIONED PRECAUTIONS ARE NOT FOLLOWED.

e) Tenant shall maintain an environment that is not conducive to attracting and supporting rodents, vermin, insects or other pests. This includes, but is not limited to, storing food products properly, not allowing trash to accumulate, and regularly cleaning the Premises.
f) Tenant is FINANCIALLY RESPONSIBLE for ALL damages caused by pests and animals including but not limited to pest control.

g) Tenant shall keep the yard free from tree branches and debris. Tenant shall be responsible for leaf raking. Composting is not permitted. Gardens or other plantings are not permitted, except in portable containers, which must be removed when Tenant vacates the Premises. Tenant shall keep the sidewalks, driveways and steps free of snow, ice and obstructions.

h) Tenant shall notify Real Estate Department at 812-855-3054 promptly of any and all maintenance problems. WEEKEND, HOLIDAY AND AFTER HOURS MAINTENANCE REQUESTS SHALL BE LIMITED TO EMERGENCIES! Please direct these calls to the Physical Plant Control Center at 812-855-9514.

i) University shall, at its expense, after being notified of the need, make such repairs and perform such other maintenance as may be required to keep the Premises safe and sanitary.

j) University shall perform reasonable maintenance on the yard including mowing and trimming as needed.

k) Tenant acknowledges that no adjustments will be made to the provisions of this Lease or amount of rent charged due to maintenance or construction activities on or near the Premises by University, or other parties.

SECTION 7: CONDITION CHECKLIST

Tenant shall, within ten (10) days after taking possession of the Premises, schedule with University a joint move-in inspection. Failure to do so may result in the withholding of damage charges from security deposit.

SECTION 8: DAMAGE TO PREMISES

Tenant agrees to pay University for the cost of repair for any damage to the Premises above ordinary wear and tear, and the cost of such repairs may be withheld from Tenant’s security deposit. If, due to the nature of the damage caused to the Premises, the University is required to make repairs to the Premises during the Lease Term, Tenant agrees that the University shall be paid for the cost of such repairs within thirty (30) days after the repair has been completed. Tenant’s failure to pay within this time period will be considered an event of default, and the University will have the right to exercise any remedy to it available at law or in equity, including the right to terminate this Lease pursuant to the terms of Section 12 herein.

SECTION 9: UTILITIES

Tenant is responsible for, shall maintain in service for the duration of the Lease, and promptly pay the bills for all other utilities. Tenants shall have utilities transferred in to their name on the Lease start date. Failure to do so shall result in a charge to Tenant's Bursar account and disconnection of service. Tenant shall be liable for any unpaid utility bills at the premises created by tenant’s occupancy. Tenant’s responsibility for utility payments shall survive the Lease Term.

SECTION 10: RIGHT TO ENTER

Authorized representatives of the University may enter the Premises in the following situations:

a) At reasonable times with advance notice to show Premises to a prospective tenant or to inspect the Premises.

b) At reasonable times to perform maintenance, including pest control. Advance notice will be given if the work could reasonably be expected to be disruptive to Tenant's occupancy.

c) At any time without advance notice if emergency repairs are necessary, in the sole judgment of the University, to protect the Premises or occupants.

SECTION 11: PETS
No pets are allowed at any time, even temporarily. If pets are found at the Premises Tenant shall pay $500.00 per pet, per violation, in addition to any cost for damages resulting from the pet. The pet will be removed immediately.

SECTION 12: REMEDIES OF UNIVERSITY

1. By giving notice to Tenant, University may at any time terminate this Lease:

   a) Effective upon thirty (30) days’ written notice if Tenant becomes ineligible to live in University housing as provided in Section 2, at the option and sole discretion of the Real Estate Department.

   b) Effective upon at least ninety (90) days’ written notice if the Real Estate Department determines that the Premises are needed for other University purposes.

   c) Effective immediately in the event the Real Estate Department determines that the leased Premises or building has been rendered uninhabitable due to fire, wind, explosion or other causes.

   d) If Tenant abandons or vacates the Premises, fails to pay rent when due, uses the premises for illegal activity or fails to cure any default in the performance of Tenant's obligations under this Lease within ten (10) days after written notice of the default from University, University may, at its option, terminate this Lease without further notice to Tenant, and University may exercise any remedy available to it at law or in equity.

2. Tenant agrees to pay all reasonable costs and expenses, including legal expenses, incurred by University in enforcing the provisions of this Lease or as a result of Tenant’s default.

SECTION 13: RENEWAL OF LEASE

The Lease may be renewed at the sole discretion of the Real Estate Department. This Lease is not eligible for renewal if Tenant is delinquent in rental payments.

SECTION 14: NOTICES

All notices under this Lease shall be in writing and service shall be deemed sufficient if delivery is in person, by electronic mail, or by first class mail posted in Bloomington, Indiana, addressed as follows:

   a) If to Tenant, to the address of the leased Premises or email as provided in Section 1.

   b) If to University, to Indiana University Real Estate Department, Property Management Division, 324 South Henderson, Bloomington, Indiana 47401.

SECTION 15: MOVING OUT

a) Tenant shall vacate the Premises no later than 12:00 P.M. on . This Lease does not authorize renewal of the Lease or occupation of the Premises beyond the Lease Term for any reason.

   b) Tenant shall remove all personal property, trash and debris at the end of the Lease. The Premises is to be thoroughly cleaned. Cleaning includes, but is not limited to range, refrigerator, cabinets, bathrooms, windows and floors. See Exhibit A for cleaning guidelines.

   c) All carpeting must be cleaned at Tenant's expense and A PAID RECEIPT FROM A PROFESSIONAL CARPET CLEANING SERVICE MUST BE PROVIDED TO THE REAL ESTATE OFFICE AT TIME OF MOVE-OUT INSPECTION. If Tenant fails to have the carpets professionally cleaned, the University may have the carpets professionally cleaned at Tenant’s expense, which may be withheld from Tenant’s security deposit.

   d) An inspection of the rental Premises condition will be made by a representative of the Real Estate Department for compliance with Lease terms. It shall be the responsibility of the Tenant to arrange in advance a joint move-out inspection with the Real Estate Department. Move-out inspections must be arranged between the hours of 8:00 A.M. and Noon or 1:00 P.M. and 5:00 P.M., Monday through Friday. Move-out inspections for moves during holidays, weekend and evenings will be scheduled for the next working day.
e) When vacating the Premises, Tenant must remove any alterations or additions that have not been approved in writing by University and shall restore at Tenant's sole expense any damage to the Premises resulting from the installation, use or removal thereof.

f) All keys shall be returned to the Real Estate Department. Tenant Bursar Account will be charged $30.00 for every key not returned to the Real Estate Department.

SECTION 16: ABANDONED PROPERTY

Any personal property that remains at the Premises after the expiration of the Lease shall be considered abandoned (“Abandoned Property”). University may at its sole discretion remove, store or dispose of any Abandoned Property at the expense of Tenant.

SECTION 17: SECURITY DEPOSIT

Tenant is required to deposit with University an amount equal to the monthly rental rate as a security deposit to cover costs, if any, for damages, cleanup and other charges that may be assessed by University or to any other obligation Tenant owes to Indiana University. Tenant shall promptly upon reasonable documentation reimburse University for any cost incurred by University as a result of Tenant's violation of any term of this Lease. University shall return the deposit to Tenant, less any deductions for unpaid obligations under this Lease or to Indiana University, within a reasonable time after Tenant vacates the Premises. The deposit will not be applied to rent.

SECTION 18: WAIVER

The waiver by University of any term, covenant or condition contained in this Lease shall be in writing and waiver in one instance shall not be deemed to be a waiver of such term, covenant or condition in the future, or any subsequent breach of the same or any other term, covenant or condition contained in this Lease. The subsequent acceptance of any rent or other performance hereunder by University shall not be deemed a waiver of any preceding non-compliance by Tenant of any term, covenant, or condition of this Lease regardless of University's knowledge of such preceding non-compliance at the time of acceptance of such rent or other performance, unless University shall specifically so state in writing.

SECTION 19: GOVERNING LAW

This Lease shall be governed by the laws of the State of Indiana and any proceeding arising out of or related to this Lease shall be venued in Monroe County, Indiana.

SECTION 20: LEAD PAINT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Disclosure of Information on Lead-Based Paint Hazards and the pamphlet entitled "Protect Your Family From Lead In Your Home" are attached as addenda to this Lease and incorporated herein by reference.

SECTION 21: LEGAL RESPONSIBILITY OF TENANT

Tenant assumes all legal responsibility resulting from Tenant's occupancy and use of the Premises, and shall hold University harmless from any and all claims for liabilities that arise because of injury to persons or damage to property on the Premises. It is recommended that Tenant maintain adequate public liability insurance coverage and renter's insurance coverage for Tenant's personal property. The University will not be responsible for personal property of Tenant.

SECTION 22: DISPUTES AMONG TENANTS

UNIVERSITY IS NOT RESPONSIBLE IN ANY WAY FOR RESOLVING DISPUTES between the individuals named as Tenant under this Lease.
SECTION 23: MISCELLANEOUS PROVISIONS

None.

SECTION 24: DELINQUENCY DISCLOSURE

Tenant agrees and acknowledges that University may disclose or otherwise discuss any individual Tenant's delinquencies relative to this Lease with any individual named as Tenant or with the Parents, Legal Guardian, or Legal Counsel of any named Tenant on this Lease.

SECTION 25: LEASE AMENDMENTS

Tenant agrees that no amendments to this Lease shall be effective unless and until it is made IN WRITING and signed by all co-tenants and a duly authorized agent from the Indiana University Real Estate Department. Each amendment to this Lease, including but not limited to: adding an individual to the Lease, removing an individual from the Lease, or changing the move-in or move-out date of this Lease shall be subject to a fee of $50.00. This fee shall not apply when adding a spouse or registered Domestic Partner to an existing Lease.

SECTION 26: FINAL SUMMARY AND SIGNATURES

A representative of the Real Estate Department may exercise rights of University. By signing below, Tenant acknowledges receipt of the Indiana University Real Estate Department Rental Housing Rules and Policies. Tenant agrees to abide by the rules contained therein, any reasonable rules that may be instituted by University in the future and the terms of this Lease.

Tenant(s):

__________________________________________________________________________

Date

__________________________________________________________________________

Date

__________________________________________________________________________

Date

__________________________________________________________________________

Date

University

By: ________________________________ Date: ___________________________

Steve Riggins
Property Manager,
Indiana University Real Estate Department
EXHIBIT A. CLEANING GUIDELINE

KITCHEN
- Clean refrigerator and freezer with mild cleanser (includes inside, outside, underneath and behind the appliance).
- Clean oven and stove (includes around the burners, the wire racks in oven, the over head of stove and all knobs).
- Clean all other kitchen appliances if included in unit such as microwave and dishwasher (includes inside and outside of appliances).
- Clean all cabinets on inside and outside.
- Mop linoleum floor to remove stains and dirt.
- Clean sink area and cabinet under sink.
- Clean all light fixtures and switch plates that are accessible either from a standing position on the floor or with the aid of a two (2) step ladder.

BATHROOM
- Clean tub, sink and toilet and all fixtures removing soap film, dirt, etc.
- Mop floor and clean along baseboards.
- Clean mirrors and sink area (includes vanity tops and cabinets).
- Clean walls, door trim, and round light switches removing fingerprints, smudges, etc.
- Clean light fixtures and switch plates that are accessible either from a standing position on the floor or with the aid of a two (2) step ladder.

ALL OTHER AREAS
- Clean all floors, walls, doors, and baseboards.
- Clean all windows and window sills.
- Clean and wipe down inside and outside of all cabinets.
- Clean all light fixtures and switch plates that are accessible either from a standing position on the floor or with the aid of a two (2) step ladder.
EXHIBIT B.

OCCUPANTS OF PREMISES

As described in Section 4a: of the Lease “Restrictions on Use” no person other than Tenant may occupy the Premises without the prior written consent of University. Tenant shall not sublet the Premises or assign this Lease without University’s prior written approval. Occupancy by any person not named in the Lease for more than seven (7) consecutive nights shall constitute a breach under this Lease unless prior written consent is obtained from University.

Tenant represents that occupants of the Premises consist of:

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9
Insert Lead Based Paint Information Here
INDIANA UNIVERSITY REAL ESTATE DEPARTMENT
RENTAL HOUSING RULES AND POLICIES
MULTI-UNIT / MULTI-OCCUPANT DWELLING

1. To qualify for housing through the Real Estate Department, one must be a full-time student, a full-time staff member, or a full-time faculty member at Indiana University. **Faculty/Staff is allowed up to a maximum of three years in University Housing.**

2. The Office of the Bursar bills the tenant for each month's rent. For less than one month's occupancy, rent is prorated at a daily rate based on a thirty (30) day month.

   Indiana University students have only one Bursar account for all charges. These charges may include tuition, fees, health service charges, library fines, parking fines, Halls of Residence charges, and charges for rental dwellings managed by the University Real Estate Department. Failure to pay the account in full by the due date will result in the Bursar Account being delinquent.

   **NOTE:** You should be aware that the Bursar applies payment to the oldest debt on your account. If there is an outstanding charge on your Bursar Account and any other late charges, your payment will be applied to these older charges first. The remainder of the payment would be applied to your rent. The Bursar would indicate that you still owed a balance and you would be in default on your Lease.

3. A Multi-Unit / Multi-Occupant Dwelling is defined as:
   a. A building containing more than one dwelling unit.
   a. A building with three or more unrelated tenants.

4. No pets of any kind are allowed at any time, even temporarily. If pets are found at the Premises Tenant shall pay $500.00 per pet, per violation, in addition to any cost for damages resulting from the pet. The pet will be removed immediately.

5. Please refer to Section 4. Restrictions on Use of the Lease for additional tenant restrictions.

6. The Real Estate Department may supply paint and spackle (no other materials) for interior painting of houses and apartments by tenants, on a case-by-case basis. Call the Real Estate Department (855-3054) for approval.

7. Tenant shall, at Tenant's own expense:
   a. Regularly check all smoke detectors in dwelling for proper operation and replace batteries as needed. If a smoke detector fails to function properly after replacement of battery, Tenant shall promptly notify Real Estate Department.
   b. Regularly check fire extinguisher dials. If the indicator needle enters the red zone, Tenant shall promptly call the Real Estate Department for service or replacement of the fire extinguisher.

8. Please refer to Section 6. Maintenance of the Lease for additional tenant responsibilities.

9. All other maintenance is provided by the Real Estate Department. Maintenance needs are to be arranged through the Real Estate Department during regular working hours, 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday.
10. In the event of a maintenance EMERGENCY during a holiday, weekend, or after normal working hours, please call the University Physical Plant Control Center at 855-9514. Typical EMERGENCY maintenance situations are:

   a. Smell of escaping gas.
   b. Inoperative toilet in a ONE-BATHROOM dwelling.
      (1) Tenants should try unclogging the toilet with a plunger before calling.
   c. Broken or frozen water pipes.
   d. An inoperative furnace.
   e. Total loss of electricity, or loss of electricity to refrigerator/freezer. Before calling, tenants should:
      (1) Check fuses or circuit breakers.
      (2) Check to see if neighbors have electricity.
   f. Locked out of dwelling. Tenants shall pay for the overtime required to have a Real Estate Department maintenance person come in to unlock the door. THE CURRENT MINIMUM CHARGE FOR THIS SERVICE IS $60.00. There is no charge for borrowing a key from the Real Estate Department during regular working hours.

   While it is not possible to predict every possible emergency maintenance problem, this list should be used as a guideline for requesting after-hours assistance. Please call only in case of a genuine emergency which poses a threat to health or safety, or which would result in damage to the property if untended until the next business day.

11. Utility Companies--

   Electric       Duke Energy       800-521-2232
   Gas            Vectren            800-777-2060
   Water & Sewer  City of Bloomington Utilities 812-339-1444
   Trash Disposal City of Bloomington  812-349-3443

   NOTE: Utilities must be in Tenants' name.

   Please contact the Real Estate Department to request relocation or installation of phone jacks or cable TV outlets. There may be a charge for this service.

12. Fire Department: 911 (Emergency Number)

   Police Department: 911 (Emergency Number)

13. In addition to these rules and policies, Tenant and University responsibilities are also set out in the Lease - PLEASE READ IT CAREFULLY!

14. We are happy to serve your housing needs, and hope your stay is pleasant. If you have any questions, comments or suggestions, please contact the Real Estate Department at 855-3054.