

Move In Date \_\_\_\_\_  
Move In Time \_\_\_\_\_



**RESIDENTIAL LEASE AGREEMENT**

This Residential Lease Agreement (“Lease”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Station 11, LLC (hereinafter referred to as “Landlord”), and \_\_\_\_\_ (hereinafter referred to as “Tenant(s)”).

Any Guarantors on behalf of a Tenant(s) are made a party to this Lease by the provisions of Section 27 and Addendum A.

Landlord leases and demises to and Tenant(s) leases from Landlord the residential real estate located at 701 N. College Avenue, Bloomington, Indiana (hereinafter referred to as the “Leased Premises”), on the following terms and conditions:

**1. Residential Address and Term of Lease.** The address of the Station 11 residence is 701 N. College Avenue, Bloomington, IN 47404, Unit \_\_\_\_\_. The residence leased shall be identified hereafter as the “Leased Premises”. The term of this Lease shall begin on \_\_\_\_\_, 20\_\_\_\_ and end on \_\_\_\_\_, 20\_\_\_\_.

**2. Rent.** Tenant(s) agree to pay in advance and without demand from Landlord, as rent for the Leased Premises, the sum of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_) for the full term of the lease, payable in 12 equal installments of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_). Rent shall be paid on the first (1<sup>st</sup>) day of each month beginning on August 1<sup>st</sup>. The first (#1) and last (#12) installments are both due on or before August 1<sup>st</sup>, 20\_\_\_\_.

**A. TENANT’S FAILURE TO PAY THE FULL AMOUNT OF ANY INSTALLMENT ON OR BEFORE THE DUE DATE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THIS LEASE.** If the full amount of rent is not actually received by the Landlord on or before the third (3<sup>rd</sup>) day after it is due, a late charge in a sum of \$50.00 shall be immediately due and payable. If rent is not paid on or before the seventh (7<sup>th</sup>) day after it is due, an additional \$10 (ten dollar) per day additional fee will be assessed.

Initials \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. RENT TO BE PAID IN ONE PAYMENT. Payment of rent due under this Lease shall be paid in one (1) check, cashier's check or money order per month. All payments are to be mailed to Station 11, P.O. Box 669, Bloomington, IN 47402. The postmark on the envelope will be proof of date paid. Alternatively, payments can be dropped into the Station 11 on-site drop box or delivered Monday-Friday between 8a.m. and 5p.m. to Station 11, c/o T.I.S. Group, 5005 N. State Rd. 37 Business, Bloomington, Indiana 47404.

D. FORMS OF PAYMENT. Payments of rent or other sums due under this Lease shall be paid in the form of a check, money order or cashier's check. Cash is not acceptable nor are post-dated checks or two party checks.

E. A CHECK RETURNED FOR LACK OF FUNDS IS CONSIDERED NON-PAYMENT OF RENT. A returned check fee will be assessed in the amount of \$50.00 per check. Tenant(s) agree that returned check fees are not disproportionate to Landlord's loss and that they do not constitute an unjust penalty. Landlord may also sue for other damages related to said returned check. Landlord reserves the right to refuse payment by personal check if Tenant(s) has presented a check that was returned.

**3. Number of Occupants.** Tenant represents to Landlord that the only persons who will regularly occupy the Leased Premises are the Tenant(s) who have signed the Lease. In no way shall more than \_\_\_\_\_ persons occupy the Leased Premises. Tenant shall indemnify and hold Landlord harmless for all costs, fines and damages, including attorney fees, incurred or imposed on Landlord arising out of over-occupancy of the Leased Premises.

**4. Security Deposit.**

A. Landlord hereby acknowledges the receipt of a security deposit from Tenant(s) in the amount of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_), as security for the faithful performance by Tenant(s) of the terms hereof. If by the expiration of the term of this Lease or if Tenant(s) otherwise surrenders possession or abandons, quits or vacates the Leased Premises, and Tenant(s) has not performed its obligations under this Lease, including, but not limited to the payment of monies due under it for damage to the Leased Premises, Landlord may apply the security deposit towards such obligations. Any amount not so applied shall be returned to Tenant(s), without allowance of interest, within forty-five (45) days after Tenant(s) surrenders possession of the Leased Premises as required by this Lease so long as Tenant(s) has provided to Landlord in writing a forwarding address of Tenant Representative upon the surrender of possession of the Leased Premises. For the purpose of returning remaining security deposit (in part or in whole), Landlord will issue one (1) check to the designated tenant representative. The Landlord takes no responsibility for the further distribution of this amount among other tenants.

B. Tenant(s) may not apply the security deposit to rent payments, including the last month's rent of the Lease Term. Upon a sale or conveyance of the Leased Premises, Landlord or any owner of the Leased Premises may transfer or assign such security deposit to any new owner of the Leased Premises, and upon doing so, shall be relieved of any further liability for such

security deposit.

**5. Maintenance.**

A. Landlord's Obligation. Landlord agrees at its expense to keep in good repair and working order all structural portions of the Leased Premises and all heating and air conditioning equipment and appliances furnished by Landlord under this Lease unless such damage or repair is caused or necessitated by intentional acts of Tenant(s) or Tenant(s) negligence, in which case Tenant(s) shall be responsible for all expenses incurred by Landlord in effecting such repairs.

B. Tenant(s) Obligations. At Tenant(s) sole expense, Tenant(s) shall keep the Leased Premises in a clean, sightly, habitable and healthful condition at all times during occupancy. Tenant(s) shall remove trash and debris on a regular basis and shall not allow the presence of pests, vermin or other infestation of any kind in the Leased Premises. Tenant(s) shall make all repairs (except those that are Landlord's obligation) necessary to maintain the Leased Premises in good repair and condition. If Tenant(s) fails to perform his/her obligations under this Lease, Landlord or its agents may perform such obligation on behalf of Tenant(s). In addition to the rent hereby reserved, Tenant(s) shall pay Landlord, upon demand, the expenses, which Landlord incurred in performing Tenant(s) obligation under this paragraph. Any sum not paid on demand shall accrue interest at the rate of one and one-half percent (1.5%) per month until paid. Tenant(s) agrees to surrender the Leased Premises at the expiration of this Lease, for whatever reason, in as good repair and condition as the Leased Premises existed at the date of the execution hereof, reasonable wear and tear accepted. Tenant(s) will be responsible for damage to the Leased Premises committed by Tenant(s) or anyone Tenant(s) permits to be in or about the Leased Premises. Tenant(s) obligation under this subsection shall include legal responsibility for the intentional acts or negligence of guests and visitors, whether invited or not.

Tenants acknowledge and understand Tenant(s) Obligations subsection:

\_\_\_\_\_

C. Carpet Cleaning. At termination of the Lease, carpets in the Leased Premises must be professionally cleaned. Landlord will arrange for carpet cleaning and Tenant(s) will be responsible for the cost of this carpet cleaning.

**6. Assignment and Subleasing.** No assignment of this Lease or subleasing of the Leased Premises shall be permitted **without prior written approval of the Landlord.** This request will be submitted on an Intent to Vacate Form available from the Landlord. Landlord shall not be required to approve a sublease that is not approved by all remaining Tenants. If a sublease is approved, an addendum to this lease will be prepared with subletting Tenant(s) agreeing to all terms and condition of Lease and related documents.

Tenant(s) acknowledge and understand Assignment and Subletting subsection:

\_\_\_\_\_

7. **Alterations and Improvements.** Tenant(s) shall make no alteration or addition to the Leased Premises including (without limitation) painting, wallpapering, satellite television dish installation or carpeting without prior written approval of the Landlord. All alterations, changes, and improvements built, constructed, or placed on the Leased Premises by Tenant(s), with the exception of fixtures removable without damage to the Leased Premises and removable personal property, shall, unless otherwise provided by prior written agreement between Landlord and Tenant(s), be the property of Landlord and remain on the Leased Premises at the expiration or sooner termination of this Lease. Tenant(s) shall keep the Leased Premises free of liens created or suffered by Tenant(s).

8. **Pets.** No animals of any kind shall be permitted in the Leased Premises. The presence of a pet on the Leased Premises shall constitute a default under the terms of Section 24 of this Lease, and tenant shall be fined \$500.00. Tenant shall repair any and all damage to the Leased Premises caused by the presence of prohibited pet(s) and shall be fully responsible for any liability created by the presence of a pet, including to third parties, which responsibility shall include indemnification to Landlord and reasonable attorney fees.

Tenants acknowledge and understand Pets subsection:

\_\_\_\_\_

9. **Landlord's Right to Enter Leased Premises.** Landlord or Landlord's agents shall have the right to enter the Leased Premises (without causing or constituting a termination of this Lease or interference with Tenant(s) possession) at all reasonable times for the purpose of examining its condition or use and for performing Landlord's obligations and/or Tenant(s) obligations. Tenant(s) shall make the Leased Premises available at reasonable times for Landlord's showing of the Leased Premises to prospective tenants, purchasers, insurance agents and housing inspectors. Except in cases of emergency, Landlord shall provide at least 24-hour notice to Tenant(s) prior to entering the Leased Premises.

10. **Use of Leased Premises.** The Leased Premises shall not be used for any unlawful purpose or in violation of any law, ordinance or regulation of any governmental authority or any restrictive covenant relating to the use or occupancy of the Leased Premises. Tenant(s) shall not permit any waste or misuse of the Leased Premises. The Leased Premises shall be used only as a personal residence by Tenant(s).

11. **Dangerous Materials.** Tenant(s) shall not keep or have on the Leased Premises any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Leased Premises or that might be considered hazardous or extra-hazardous by any responsible insurance company. Tenant(s) shall be responsible to Landlord for any increase in insurance premiums attributable to the conduct of Tenant(s). Tenant(s) is responsible for insurance on Tenant(s) personal property and shall hold Landlord harmless from liability relating to Tenant's occupancy and use of the Leased Premises.

**12. Insurance.**

A. Landlord shall secure and maintain during the entire term of this Lease and any renewals or extensions thereof, fire and extended coverage insurance for loss or damage to the Leased Premises and improvements in such amounts as Landlord shall deem appropriate. Tenant(s) shall be responsible for procuring and maintaining any insurance desired for personal property.

B. Tenant(s) shall not stock, use or sell any article, or do anything in or about the Leased Premises, which may be prohibited by Landlord's insurance policies or forms attached thereto, or which will increase any insurance rates and premiums on the Leased Premises. Tenant(s) shall pay, on demand, any increase in premiums for Landlord's insurance resulting from Tenant's use, occupancy or vacancy of the Leased Premises, whether or not Landlord has consented to the same.

C. In the event that the Leased Premises become uninhabitable as a result of a casualty, insured loss (i.e., fire, flood, Acts of God), this Lease shall terminate and the obligations of the parties herein shall cease. In the event of such termination, rent shall be prorated to the date of termination, which shall be the date the casualty occurred. If such casualty loss does not cause the Leased Premises to become uninhabitable, Landlord shall apply insurance proceeds, as available, to repair the Leased Premises as soon as practicable and the Lease shall continue in full force and effect.

D. Nothing in this Section shall bar a claim of one party against the other for injury or damage caused by the fault of the other party.

**13. Utilities.**

A. Landlord shall pay all water, sewer, trash removal, basic T.V. service and Internet. Tenant(s) shall pay electric utility and agrees to have electric utility placed in their own name(s) and assumes responsibility for payment of electrical service as of the beginning of their Lease and shall remain in service for the full term of the Lease. Tenant(s) agrees to advise Landlord in writing 3 days before terminating electric service, should they terminate this service prior to the expiration date of this lease.

B. Landlord is not liable for any losses or damages Tenant(s) incur as a result of outages, interruptions or fluctuations in utilities provided to the unit or building unless said loss or damage was the direct result of negligence of the Landlord, its employees or agents. Tenant(s) release Landlord from any and all such claims and waives any claims for offset or reductions in rent or diminished rental value of the unit regardless of whether Tenant(s) is still occupying said unit.

C. Landlord shall not be responsible for interruption of equipment functioning or any services or utilities due to circumstances beyond his reasonable control or for any loss of Tenant(s) property in unit or on premises or for an injury to Tenant(s) person or other persons on or about the Leased Premises.

**14. Subordination of Lease.** This Lease and Tenant(s) leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances, including mortgages, now or hereafter placed on the Leased Premises by Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances and any and all renewals or extensions of such liens or encumbrances.

**15. Joint and Several Liability.** If there is more than one tenant, the liabilities of the Tenants are joint and several. If one or more of the Tenants vacates the Leased Premises during the term of this Lease or fails to perform under this Lease, the remaining Tenant(s) shall continue to pay the full rent and other sums due under this Lease and each Tenant shall be and remain jointly and severally liable therefore.

**16. Holdover by Lessee.** Should Tenant(s) remain in possession of the Leased Premises with the consent of Landlord after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Landlord and Tenant(s) which shall be subject to all of the terms and conditions hereof but shall be terminated upon thirty (30) days written notice served by either Landlord or Tenant(s) on the other party. Should Tenant remain in possession of the Leased Premises without consent of Landlord after the natural expiration of this Lease, then Tenant(s) shall be responsible for full month's rent for any month which Tenant(s) spends one day occupying the Leased Premises after the natural expiration of this Lease.

**17. Surrender of Premises.** At the expiration of the lease term, Tenant(s) shall quit and surrender the Leased Premises hereby demised in as good state and condition as they were at the commencement of the prior lease term, reasonable use and wear thereof and damages by the elements accepted. Marring of walls, so as to require painting to make the walls in presentable condition, shall not constitute ordinary wear and tear. Tenant(s) shall turn over to Landlord all keys to the Leased Premises at the termination of this Lease. Landlord requires that the Leased Premises be cleaned and undamaged, in such condition, that it can be restored to a residential facility by Landlord without expense.

**18. Default and Remedies.**

A. Tenant shall be deemed to be in default under this Lease if: 1) Tenant(s) fails to pay the full amount of any installment of rent on or before the date when it is due and payable or uses the Leased Premises for any unlawful purpose; 2) Tenant(s) fails to observe or perform any other provision of this Lease for a period of ten (10) days after Landlord has given Tenant(s) written notice of the nature of Tenant(s) failure; or 3) Tenant(s) files a petition in bankruptcy or is judged to be bankrupt or insolvent or makes an assignment for the benefit of creditors or

admits in writing his inability to pay debts as they become due; or, 4) Tenant(s) abandons, quits, or vacates the Leased Premises prior to expiration of the term of this Lease without prior written approval from the Landlord. Tenant(s) shall be entitled to only one notice of default in any six-month period.

B. Upon a default by the Tenant(s) under this Lease, Landlord may: reenter and repossess the Leased Premises and remove all persons and property from the Leased Premises in a lawful manner and collect all sums due from Tenant(s) by any lawful means including any rent due and unpaid, acceleration of all rent throughout the term of this Lease, any deficiency which results from default of Tenant(s), any money advanced or expenditure made by Landlord to cure the default of Tenant(s) or any other amount which Tenant(s) owes Landlord under this Lease. Tenant(s) obligation to pay rent, and other sums required to be paid under this Lease, shall survive termination of the Lease.

C. Failure or omission of Landlord to exercise any remedy available hereunder shall not constitute a waiver or prevent the exercise of a remedy upon any subsequent default nor shall receipt of rent by Landlord during default of Tenant(s) constitute a waiver as such default or as to a remedy available in respect of such default. No right or remedy shall be exclusive of any right or remedy and each and every right or remedy shall be cumulative and in addition to any other right or remedy given by this Lease or now or hereafter existing at law or in equity. Landlord shall be entitled to recover reasonable attorney fees, costs and expenses incurred by reason of exercising its remedies under this Lease.

**19. Waiver of Claims.** Tenant(s) agrees to waive any and all claims against Landlord for or on account of any personal injury sustained, or any loss or damage to property caused by fire, water, deluge, overflow or explosion, no matter how it shall arise or be caused, or where it occurs; or for loss of any articles by theft or from any cause, from the Leased Premises. It shall be the responsibility of the Tenant(s) to carry insurance sufficient to cover any and all personal property within the Leased Premises.

**20. Tenant(s) Duties.** Tenant(s) agrees to meet the following obligations, including, but not limited to:

A. Tenant(s) is responsible for any and all minor maintenance including but not limited to light bulbs, torn screens, clogged drains, plumbing, cleaning, and broken glass;

B. Tenant(s) acknowledges that the unit is free and clear of all pests (including but not limited to: roaches, bed bugs, ants, bees, fleas, mice, rats, etc.) at the time the Tenant(s) takes possession. Tenant(s) shall bear the cost of correcting any pest control problems, which is caused by their negligence.

C. Tenant(s) is responsible for keeping drainage lines free and clear of clogs and other damage. Tenant(s) will keep garbage disposal, sinks, toilets, bathtubs, dishwashers and showers free from clogs. Tenant(s) is responsible for the cost associated with reopening drainage

lines and other damages associated with any clog in said unit. Tenant(s) are not responsible for damage caused by other units.

D. Tenant(s) agrees to bear the cost of curing any damage to the property caused by the Tenant(s), Tenant(s) visitors, or any third party. Tenant(s) shall be obligated to protect the Leased Premises during the term or extended term of this Lease, and shall be responsible for damages even if inflicted by others.

Tenant(s) acknowledge and understand Tenant(s) Duties subsection:

\_\_\_\_\_

**21. Smoke Detectors.**

A. Tenant(s) hereby acknowledges that Landlord has installed functional smoke detector(s) in the Leased Premises, in accordance with applicable laws and ordinances. At least once each six (6) months, Tenant(s) shall test such smoke detector(s) to insure that it/they are in operational condition, and agrees to keep a working battery/ies installed at all times. In the event that one or more of the smoke detectors shall not be in operational condition, Tenant(s) shall immediately advise in writing to the Landlord and Landlord shall be responsible for immediate repair and/or replacement of each defective smoke detector. Tenant(s) shall not tamper with or remove any smoke detector and under no circumstances render a smoke detector non-operational. Tenant(s) hereby grants to Landlord the right to inspect the Leased Premises for operational smoke detectors. Landlord hereby advises Tenant(s) that the smoke detector(s) located within the Leased Premises, installed by Landlord, are in good operational condition. All smoke detectors and batteries therefore must be in working order upon move-out. In the event all smoke detectors are not in working order upon move-out, Tenant(s) shall be charged for service calls and/or labor to insure the smoke detectors are returned to working condition.

B. I.C. 32-31-5-7 Statute requires acknowledgement in writing that Rental Unit is equipped with a functional smoke detector.

C. Tenant(s) will be provided the opportunity to test the smoke detector in the unit before moving in and he/she/they hereby acknowledge that it its functional.

Tenant(s) acknowledge and understand Smoke Detectors subsection:

\_\_\_\_\_

**22. Maintenance Reports.** Tenant shall report all water leaks to Landlord immediately. Water leaks may include, but not be limited to, faucets, sinks, toilets, running toilets, dishwashers, washers, showers or roofs. Tenant(s) shall be liable for any damages resulting from such leaks or overflows caused by Tenant(s) use.

**23. Abandonment.** If at anytime during the term of this Lease, Tenant(s) abandons the Leased Premises or any part thereof, Landlord may, at its option, enter the Leased Premises

by any means without being liable for any prosecution therefore, and without becoming liable to Tenant(s) for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Tenant(s), re-let the Leased Premises or any part thereof, for the whole or any part of the then unexpired term and may receive and collect all rent payable by virtue of such re-letting. Landlord may, at its option, hold Tenant(s) liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, and if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting, deducting first the costs for repairs and expenses incurred by Landlord to re-let the Leased Premises. If Landlord's right of re-entry is exercised following abandonment of the Leased Premises by Lessee, Landlord may consider any personal property belonging to Tenant(s) and left on the Leased Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**24. Rules and Regulations.**

A. Tenant(s) acknowledge receipt by his/her/their signature(s) to this Lease of a separate set of Rules and Regulations Addendum B for his/her/their use and occupancy of the rental unit, building and grounds. Tenant(s) further understands and agrees that Landlord may amend these Rules and Regulations at any time and from time to time with notice thereof provided to Tenant(s).

B. Tenant(s) acknowledges and agrees to inform their guests and visitors of these Rules and Regulations and to inform each that they are subject to these Rules and Regulations. A violation of these Rules and Regulations is a breach of this Lease.

Tenant(s) acknowledgement of receipt of Rules and Regulations (Addendum B to Lease Agreement) and understand same: \_\_\_\_\_

**25. Moving In and Out and Location of and Removal of Property.**

A. REMOVAL OF PERSONAL PROPERTY. Tenant(s) is responsible for removing all personal property. Any personal property remaining in the unit after the Move-Out Inspection will be deemed abandoned.

B. MOVING IN. Moving of furniture and personal belongings is permitted to and from the leased premises between the hours of 8:00 a.m. and 9:00 p.m. only. Any packing cases, barrels or boxes that are used in moving must be removed by you or by the moving company by 9:00 p.m. You authorize us to keep moving companies or trucks off the premises if Tenant(s) rent is not paid in accordance with the terms of this lease.

C. MISCELLANEOUS UPON MOVING OUT. The Tenant(s) agrees to call Landlord to schedule a move out appointment. Tenant(s) agree to leave the unit in a

professionally cleaned condition. Tenant(s) are required to replace all burned out bulbs and smoke detector batteries. If additional cleaning is required pursuant to conditions noted at the time of the Move-Out Inspection, Tenant(s) is responsible for all professional cleaning and maintenance expenses incurred by Landlord or in order to remedy said conditions at a minimum rate of \$25.00 per hour. The carpet will be professionally steam-cleaned upon Move-Out. Carpet cleaning will be arranged by Landlord with Tenant(s) responsible for the cost of carpet cleaning.

**26. Notices.** Notices, including those required by statute, shall be in writing and served by hand delivery or by email, U.S. Mail First Class, Certified Mail Postage Prepaid or Overnight Delivery.

A. To Tenant(s) by delivery to or posting at or in the unit. Notices served to Tenant(s) are effective as to all Tenants if left with a person residing in or in possession of the Unit.

Tenant(s): \_\_\_\_\_ (Designated Tenant Representative)  
\_\_\_\_\_  
\_\_\_\_\_

Unit \_\_\_\_\_  
Station 11 Lofts and Flats  
701 N. College Ave.  
Bloomington, IN 47404

B. To Landlord or agent of Landlord by U.S. First Class Mail at:  
**Station 11, LLC**  
**P.O. Box 669**  
**Bloomington, IN 47402**  
**Phone (812)330-4108**

or

To Landlord or agent of Landlord by delivery to:  
**Station 11, LLC**  
**5005 N. State Rd. 37 Business**  
**Bloomington, IN 47404**  
**Phone (812)330-4108**

Delivery to any provided night drop box or similar receptacle does not and is not legally effective notice under this Lease.

**27. Guarantee.** Landlord reserves the right, in its sole discretion, to require Tenant(s) to have a financially responsible adult guarantee Tenant(s) obligations under this Lease. The Guarantor's Lease Guarantee Agreement shall be incorporated into this Lease Agreement as Addendum A. There may be more than one Guarantee Agreement attached. Each Guarantor is responsible under the terms of this Lease as set forth in the Guarantee Agreement. A copy of this Lease has been provided to Tenant(s) for delivery to his/her Guarantor. By signing the Guarantee Agreement, each Guarantor represents that he/she has read this Lease prior to executing the Guarantee Agreement.

**28. Notice to Quit.** At Landlord's sole option, as rent is due with out demand and in advance on the specified due date, Lessor may issue to resident a written 10 day Notice to Quit the premises for delinquent rent. The Notice may be mailed, delivered, or posted in accordance with Section 26 of this Lease. Tenant(s) is responsible for any fees incurred in preparing and serving the Notice. If Tenant(s) pays the amount due or cures the default as stated in the Notice to Quit before the end of the (10)-day period, Tenant(s) possession of the Unit may continue.

**29. Representations of Tenant(s).** Tenant(s) hereby individually represent that he/she have not been convicted of any felony or misdemeanor and that to the best of his/her knowledge he/she is not the subject of a criminal investigation or arrest warrant. Tenant(s) further represent and warrant that all information provided to Landlord, including information provided in rental application for the rental of the unit is true, complete and correct. If any information is determined to be false, Tenant(s) will be in breach of this Lease. Tenant(s) understand and agree that the Rental Application is hereby made part of this Lease, and that any false information contained therein shall be a breach of this Lease. Tenant(s) further agree to correct on a timely basis, in writing, any false or inaccurate information.

Tenant(s) acknowledge and understand Representations of Tenant(s) Subsection:

\_\_\_\_\_

**30. Time is of the Essence.** It is understood and agreed between the parties hereto that time is of the essence of this Lease as it applies to all terms and conditions contained herein.

**31. Modification.** This Lease constitutes the entire Lease and understanding between the parties and shall not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties.

**32. Severability.** Should any part of this Lease be declared invalid by a court of competent jurisdiction or by statute, the remaining parts shall not be affected.

**33. General Agreement of the Parties.** This Lease is binding on the heirs, personal representatives, successors, guarantors and assigns of the parties. When applicable, the singular shall apply to the plural, and the masculine to the feminine or neutral, and vice versa.

**34. Indiana Law and Jurisdiction.** The terms and provisions of this Lease shall be construed in accordance with Indiana law. The parties waive trial by jury for any dispute arising out of this Lease. The parties hereby submit to the jurisdiction of the Monroe County Courts and stipulate to Monroe County as the county of preferred venue for any dispute arising from this Lease. Landlord and tenant waive any right to trial for any dispute arising out of this Lease.

So agreed by the parties on the date first written above.

**LANDLORD:**

\_\_\_\_\_  
**For Station 11, LLC.**

\_\_\_\_\_  
Signature

**TENANT(S):**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature (Tenant Representative)

\_\_\_\_\_  
Permanent Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Permanent Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Print Name

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Signature

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Permanent Address

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City/State/Zip

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Print Name

\_\_\_\_\_  
Signature

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Permanent Address

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City/State/Zip