



# RESIDENTIAL LEASE AGREEMENT

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, or his assigns, (hereinafter referred to as "Landlord"), and \_\_\_\_\_ (herein after referred to as "Tenant").

**WITNESSETH** that:

In consideration of the mutual covenants and agreements herein contained, the parties enter into the following building lease:

### ARTICLE I - PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provision of this lease, certain real estate and the improvements located thereon, being a residential dwelling, located in \_\_\_\_\_ County, State of Indiana, commonly known as \_\_\_\_\_, Indiana.

### ARTICLE II – TERM

**2.1 LEASE TERM:**

The term of this Lease shall be for \_\_\_\_\_ ( ) year(s) commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. In the event Landlord is unable to deliver possession of the Premises at the commencement of the term, Landlord shall not be liable for any damages, nor shall this Lease be void or voidable but Tenant shall not be liable for any rent until either (i) the day Tenant first occupies the Premises: or (ii) the 15th following the giving by Landlord to Tenant of a written notice stating that the Premises are ready for occupancy by Tenant, whichever event first occurs.

### ARTICLE III – RENT AND DEPOSIT

**3.1 MONTHLY RENT:**

Tenant shall pay as rent for said Premises without relief from valuation and appraisal laws a **TOTAL SUM OF \$ \_\_\_\_\_** which will be paid in 12 equal payments of \_\_\_\_\_ per month BEGINNING \_\_\_\_\_, 20\_\_\_\_ in advance on the first day of each calendar month of the term AND ENDING ON \_\_\_\_\_, 20\_\_\_\_. **MAKE ALL CHECKS PAYABLE TO BRUNSON & COMPANY and deposit into the Landlord's bank account PNC Bank, checking account 4638282826, or pay to PayPal account brunsonco@cs.com** or such other place as the Landlord may from time to time designate in writing. In the event the tenancy commences on a day other than the first day of any calendar month, Tenant shall pay the prorate share of the rent due for the unexpired term in the month in addition to the rent for full month following such part of a month at the commencement of the term.

**3.2 LATE PAYMENT:**

In the event any payment of rent or any payment obligation of Tenant under this lease shall become overdue for a period of three (3) days or more, in addition to any and all other remedies available to Landlord as provided herein, a late charge of Fifty (50.00) Dollars, and a per diem charge of Ten (\$10.00) Dollars per day every day thereafter, until rent and all late fees are paid per instructions in Article III, Paragraph 3.1. The acceptance of past due rent will in no event act as a waiver of Lessor's right to terminate this Lease for non-payment of rent when due, and no notice or demand shall be required for enforcement thereof.

**3.3 SECURITY DEPOSIT:**

Tenant has herewith deposited with the Landlord the sum of \_\_\_\_\_ Dollars(\$). Said deposit shall be held by Landlord, without liability for interest, as security, for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease, and may be applied by Landlord, in whole or in part, for the payment of any past due rent, rent for last month of occupancy of premises if Lease Agreement is terminated either

contractually or otherwise, or for other money, damage or loss which may be sustained by Landlord because of a breach of this Lease by Tenant without waiving or limiting Landlord's rights to further hold Tenant for liability, costs or damages otherwise due. In the event of any such application by Landlord, Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount of cash to restore the security deposit the original sum agreed upon in Sec 3.3 . The deposit will be forfeited if the tenant fails to occupy said premises for the term of the Lease. Provided Tenant has complied with all the terms, covenants and conditions of this Lease, all or such portion of said deposit as Tenant shall be entitled to receive and shall be returned to Tenant by Landlord within Forty Five (45) days after the termination of this Lease. Landlord may deliver such deposit to any purchaser or other transferee of Landlord's interest in the Real Estate, and thereupon Landlord shall be discharged from any further liability with respect to such deposit. **DEPOSITS ARE IN NO WAY TO BE INTERPRETED AS BEING THE LAST MONTH RENT.**

**3.4 INSUFFICIENT FUNDS:**

Pay \$50.00 handling fee for checks returned for insufficient funds in addition to bank's fees and late fee due under this lease agreement.

**ARTICLE IV - OCCUPANCY AND USE**

**4.1 USE AND OCCUPANCY:**

The premises are to be used and occupied by Tenant and its legal children and shall be used and occupied as and for Tenant's residential dwelling only, and for no other purposes except with the prior written consent of the Landlord. Tenant shall not make or permit use of the Premises for any unlawful purpose or act, or for any use which is dangerous to life or property, tends to injure the reputation of the Premises, or which is offensive or obnoxious to any occupants of the building or residents of the neighborhood; shall commit or permit no waste or damage to the Premises: shall comply with and obey all laws, regulations, or orders of any governmental authority or agency, and directions of the Landlord; and shall not do or permit anything to be done which will invalidate Landlord's insurance upon the Premises, or increase the premium rates thereof. **No PETS of any kind shall be permitted in or about the Leased Premises without the prior written consent of Landlord and with non refundable Pet deposit of \$400.00 per approved animal.**

**4.2 CONDITION OF PREMISES:**

Tenant has examined the Leased Premises and agrees that the Premises are in good and satisfactory condition. Tenant agrees to accept the Premises in its present condition, "as is" , except to the extent that Landlord concurrently with, or prior to, the execution of this Lease has agreed in writing to complete, perform alterations to, or repair the Premises. Any such agreement by the Landlord shall be evidenced by a writing signed by Landlord and Tenant. The act of taking possession of the Premises shall always be conclusive evidence that the Premises were then in satisfactory condition. The Tenant hereby acknowledges that no statements or representations have been made to him concerning the past, present, or future condition of the leased Premises, and hereby waives any past, present or future claims of any nature in any way related to the conditions of the Leased Premises at the time of their delivery to Tenant.

**ARTICLE V – TAXES, MAINTENANCE, ALTERATIONS AND REPAIRS**

**5.1 TAXES AND ASSESSMENTS:**

The Landlord shall pay all real estate taxes and assessments for the improvements on the Lease Premises and the underlying real estate.

**5.2 MAINTENANCE – LANDLORD'S RESPONSIBILITY:** Subject to the limitations set force in Sec 5.3 below, Landlord shall keep in good order, condition and repair the exterior foundations, exterior walls (except the interior faces thereof), downspouts, gutters and roof of the premises, and the water and sewage system, gas and electrical lines outside of the building of which the Premises form a part, all plumbing, heating, central air conditioning, if so equipped, and the exterior of all windows, doors and plate glass, and any property located in the Leased Premises, and belonging to the Landlord, but excluding any and all damage thereto caused by Tenant, its agents or invitees.

### **5.3 MAINTENANCE – TENANT’S RESPONSIBILITY:**

The first One Hundred (\$100.00) Dollars of any expenses for maintenance or repairs, including labor charges, shall be the responsibility of the Tenant. Tenant shall immediately reimburse Landlord if any such maintenance or repair is undertaken at Landlord’s expenses. Tenant shall also keep and maintain the premises and every part thereof, and the interior portions of all doors, windows, and plate glass surrounding the Premises in good order, condition and repair, including without limitations, fixtures, interior walls, floors, ceilings, and all interior building appliances and similar equipment, except for reasonable use, and ordinary wear and tear. Tenant shall, in addition thereto, be responsible for all repairs to the electrical range, dishwasher, refrigerator, alarm system, disposal and all other electrical or mechanical devices and appliances on or in the Leased Premises. Maintenance or repair of any damage which is caused by Tenant, its agent or invitees shall be the exclusive responsibility of the Tenant and must be completed as soon as is reasonably practicable. Tenant shall immediately notify Landlord, in writing at Landlord’s address set forth in Article XV of this Agreement, upon the discovery of any damage or need for repair of any part of the Premises. Tenant acknowledges that any property, appliance or fixture described in Sec 5.2 and 5.3, and located on or in the Leased Premise are in good condition and working order. All such property shall remain the property of the Landlord and shall remain on the Leased Premises at all times. All such property shall remain with the Leased Premises at the termination of this Lease and shall at that time be in good condition and working order, ordinary wear and tear excepted. Tenant shall also be responsible for all snow and ice removal on the Lease Premises. Unless otherwise stated in the Lease, the Tenant is responsible for yard care including mowing, chemical treatment of the yard, trimming of shrubbery, weeding, and mulching.

### **5.4 UTILITIES:**

Tenant shall furnish its own heat, air conditioning, electricity, water, sewage, gas and trash services, and Tenant agrees to pay for all utilities supplied the Leased Premises during the term of this lease. Failure by Tenant to pay any utilities during the term hereof shall constitute an event of default and, in the event Landlord shall pay any of such amounts on behalf of Tenant, Tenant shall immediately reimburse Landlord for such payment upon demand.

### **5.5 ALTERATIONS TO PREMISES:**

Landlord shall not be obligated to make any alterations, additions, repairs, improvements or decorations to the Premises except as provided in section 5.2 herein. **Tenant shall not, except with the prior written consent of Landlord, make any alterations, additions, or improvements**, including and without limitation, remodeling, redecorating, painting, wallpapering or replacing carpeting, to the interior or exterior of the Lease Premises. If such alterations, additions, or improvements are undertaken after consent of Landlord, the cost of thereof shall be paid by Tenant, and all such work shall be completed and shall be done in a professional grade, workmanlike manner and without damage to the structural elements of the Premises. Tenant agrees that upon termination of this Lease he will, at his own expense, if Landlord shall so request, restore the Leased Premises to their former condition, ordinary wear and tear excepted.

## **ARTICLE VI – ASSIGNMENT AND SUBLETTING**

Tenant shall not assign, mortgage, encumber, or transfer this lease in whole or in part, or sublet the leased Premises or any part thereof, not grant a license or concession in connection therewith, nor shall Tenant permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant, without written consent from Landlord.

## **ARTICLE VII – LANDLORD’S NON-LIABILITY AND INDEMNIFICATION OF LANDLORD**

### **7.1 NON-LIABILITY OF LANDLORD:**

Landlord or its agents shall not be liable for any injury or damage to persons or property at said property during the term of the lease, resulting from any cause whatsoever, unless caused by or due to the sole negligence of Landlord, its agents, servants, or employees. Tenant agrees that all personal property every kind or description which may at any time be in the Leased Premises shall be at Tenant’s sole risk, or at the risk of those claiming through or under the Tenant, and Landlord shall not be liable for and shall be held harmless by Tenant against all claims (including subrogation claims by Tenant’s insurance carrier) for any damage or loss to said property or

loss suffered by the property of the Tenant, however caused, including Landlord's negligence. Tenant further agrees to pay Landlord's legal fees for defense of any such claims.

## **7.2 INDEMNIFICATION TO LANDLORD AND RELEASE:**

Regardless of whether separate, several, joint or concurrent liability may be imposed upon Landlord, Tenant covenants and agrees to indemnify and save landlord and/or its agents, servants and employees, harmless from any and against any and all liability, damages, expenses, fees, penalties, actions, causes of actions, suits, costs, claims, or judgments arising from injury during the lease term to persons or property within or without the Premises occasioned wholly or in part by any act or acts, omission or omissions of Tenant, its agents, servants, contractors, employees, visitors or licensees occurring on the Premises, or otherwise connected with Tenant's control or use of the Premises. If Landlord shall, without fault, become a part to litigation commenced by or against Tenant, then Tenant shall indemnify and hold Landlord harmless. The indemnification provided by this section shall include Landlord's legal costs and fees, including attorney's fees, in connection with any such claim, action or proceeding. Tenant does hereby release Landlord from any and all liability for any accident, damage or injury caused to person or property on or about the Leased Premises, whether due to negligence on the part of Landlord and notwithstanding whether such acts or omissions be active or passive. Tenant agrees to pay Landlord's legal costs associated with such claims and defense thereof.

## **ARTICLE VIII – INSURANCE**

### **8.1 LIABILITY INSURANCE:**

Tenant agrees to place and maintain, at Tenant's own expense, with insurance companies qualified to do business in the State of Indiana and acceptable to Landlord, public liability insurance with respect to Tenant's use and occupancy of said premises in amounts of at least Three Hundred Thousand (\$300,000.00) Dollars, in case of injury to or death of one person Three Hundred Thousand (\$100,000) and in case of injury to or death of more than one person Three Hundred Thousand (\$300,000) Dollars. Tenant shall provide Landlord with copies or certificate of all such policies and proof of payment of the premiums thereupon, and said copies or certificates shall **include an endorsement adding Landlord as an additional insured, and which states that such insurance shall not be canceled except after at least fifteen (15) days prior written notice to Tenant and to Landlord.**

### **8.2 Extended Coverage by Tenant:**

Tenant shall at all times during the Lease Term maintain in force on all its personal property and belongings in or upon the Leased Premises, a policy or policies of insurance with a standard extended coverage endorsement attached, the proceeds of which will, so long as this Lease is in effect, be used for the repair or replacement of the Tenant's personal property or belongings so insured.

### **8.3 WAIVER OF SUBROGATING:**

Tenant and Landlord agree that insurance carried by either of them against loss or damage by fire or other casualty shall contain a clause whereby the insurer waives its rights to subrogation against the other party. Upon request, each party agrees to furnish evidence of such waiver to the other party.

## **ARTICLE IX - RIGHTS RESERVED TO LANDLORD**

### **9.1 INSPECTION AND REPAIR BY LANDLORD:**

Landlord reserves and shall at all times have the right to re-enter the Premises to inspect the same, at all reasonable hours; to reenter the Premises in any emergency, with or without notice; to re-enter the Premises to alter, improve, or repair the Premises and any portion of the Real Estate of which the Premises are a part; or to re-enter the Premises for any other purpose whatsoever relating to the safety, protection, preservation or improvement of the Premises, without abatement of rent, but Landlord assumes no obligation to make any improvement, repairs or alterations, except as expressly provided in this Lease. Landlord reserves and shall at all times have the right to constantly retain a key to each exterior lock on the Premises. The exercise of these rights by Landlord shall never be deemed to be an eviction or disturbance of Tenant's use and possession of the Premises, and Tenant hereby waives as against Landlord any claim for damages for any injury or inconveniences to Tenant, any loss of occupancy or quiet enjoyment of the Premises, and any other loss

occasioned thereby. For a period commencing two (2) months prior to expiration of the term of this lease, Landlord may maintain "For Rent" or similar signs in the front of or on any part of the Leased Premises, and shall have access to the Leased Premises for the purpose of exhibiting the same to prospective tenants. Landlord reserves and shall at all times have the right to maintain "For Sale" or similar signs in the front of or on any part of the Leased Premises, and shall have access to the Leased Premises at all reasonable hours for the purpose of exhibiting the same to prospective purchasers.

## **ARTICLE X - CASUALTY AND CONDEMNATION**

### **10.1 REPAIR OR TERMINATION BY LANDLORD:**

If, during the term of this Lease, the Leased Premises are so damaged as to be made partially or totally untenable by fire or other casualty, cause, condition or thing whatsoever, then the Landlord may, if it so elects, restore or rebuild to put the Leased Premises in after such destruction or damage or it may give notice in writing of the termination of the Lease. If Landlord elects to repair or rebuild, it shall within thirty (30) days after such damage, give the Tenant notice of its intention to repair and Landlord shall then proceed with reasonable speed to repair and restore the premises. If Landlord elects to rebuild or repair, then its obligation hereunder shall be to restore the Lease premises to be similar in size and quality to that prior to such damage, and an adjusted proportionate part of the monthly rental shall be abated until the Leased Premises are so repaired. If Landlord shall determine not to restore it, Landlord may, by notice to Tenant given within Thirty (30) days after such damage, terminate this Lease. In such case Tenant shall pay the rent apportion to the time of damage and shall immediately surrender the Premises to the Landlord upon Landlord's request therefore.

### **10.2 LANDLORD'S NON-REPAIR – RIGHT TO TERMINATE:**

If by casualty, the Premises are made partially or wholly untenable, and the Landlord fails, within ninety (90) days after Landlord is able to take possession of the Premises, to substantially restore the Leased Premises, either the Landlord or the Tenant may terminate this lease as of the end of said ninety (90) days by notice to the other given not later than ten (10) days after the expiration of said ninety (90) day period. In all cases, due allowance shall be made for reasonable delays caused by adjustment or insurance loss, strikes, labor difficulties or any cause beyond the Landlord's reasonable control. Landlord shall have no duty to restore, repair or replace Tenant's personal property or belongings on the Leased Premises.

### **10.3 NON-ABATEMENT OF RENT:**

Notwithstanding any of the foregoing, Tenant shall not have the right to terminate this Lease and rent shall not abate if such fire or other casualty, cause, condition or thing was caused by the act or neglect of Tenant, its employees or agents.

### **10.4 CONDEMNATION:**

If, during the term of this Lease, all or a substantial part of the Premises or (at the option of the Landlord) if a substantial part of the Real Estate on which the Premises are located (whether or not the Premises are affected) shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall end upon and not before the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award to or for the benefit of the Tenant. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Real Estate, or if the grade of any street or alley adjacent to the Real Estate is changed by any competent authority and such partial taking or change of grade makes it necessary or desirable to remodel the Real Estate to conform to the taking or changed grade, Landlord shall have the right to cancel this Lease upon not less than thirty (30) days prior written notice to Tenant. If a portion of the Leased premises is condemned by the remainder is still suitable for the use permitted by this Lease, this Lease shall not terminate but a portion of the rent for the rest of the term shall be abated in proportion to the amount of the Leased Premises taken, and Landlord shall make all necessary repairs or alteration so as to constitute the remaining premises a complete architectural unit. All damages awarded for such taking, whether for a whole or part of the Leased Premises shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises.

**ARTICLE XI – EVENTS OF DEFAULT**

The occurrence of any of the following events shall be deemed an Event of Default under this lease:

1. The failure to pay any installment of rent, or utility invoices when the same becomes due.
2. Tenant's failure to perform or observe any other covenant, term or condition of this lease to be performed or observed by Tenant and if curable, the failure continues for 10 days after notice thereof is given to Tenant.
3. Tenant failure, upon termination of this Lease, at his own expense, if Landlord shall so request restore the Leased Premises to their former condition, ordinary wear and tear excepted.
4. Tenant brings a pet onto the property without written permission and without paying pet fee in Paragraph 4.1.
5. Tenant's failure to occupy the property for the full term of the lease.
6. Abandonment of the Leased Premises or Failure to provide proper Notice to Vacate Par 13.3
7. Tenant's failure to provide Landlord with a valid forwarding address by termination date.
8. The filing or execution or occurrence of:
  - (a) Any action by Tenant or against Tenant under any insolvency, bankruptcy, or reorganization act, or Tenant's adjudication as a bankrupt or insolvent, or the appointment of a receiver, trustee or liquidator to take possession and control of Tenant's assets.
  - (b) A general assignment for the benefit of creditors by Tenant.
  - (c) The taking by any party of Tenant's assets, including its leasehold interest created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity.

In no event shall this Lease be assigned by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.

**IF TENANT(S) FAILS TO COMPLY WITH ALL OF THE TERMS OF THIS LEASE AGREEMENT, THE SECURITY DEPOSIT WILL BE FORFEITED. \_\_\_\_\_ initials**

**ARTICLE XII - LANDLORD'S REMEDIES UPON DEFAULT**

In the event of the occurrence of any Event of Default set forth in Article XI hereof by Tenant after ten (10) days' written notice (except there shall be no requirement for notice for failure to pay rent) Landlord, besides any other rights or remedies it may have by law or otherwise, shall have, with or without process of law, and without demand or notice, using such force as is necessary, the immediate right of re-entry and may remove all persons and property from the Premises, and resume possession by an action in law or equity or by force or otherwise and without being liable for trespass or for any damages and without terminating this lease. Such property may be removed and stored at the cost of and for the account of Tenant. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or may, from time to time, without terminating this Lease, relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable with the right to make alterations and repairs to said Premises. Upon such reletting (a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the cost and expense of such reletting and of such alterations and repairs incurred by Landlord, and the amount if any, by which the rent reserved in this Lease for the period of such reletting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the premises for such period of such reletting: or (b) at the option of Landlord rents received the Landlord from such reletting shall be applied first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expense of such reletting and of such alterations and repairs; third to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the Premises, and the rent reserved and charged in this Lease for the remainder of the stated term, together with attorney's fees and cost of litigation, all of which amounts shall be immediately due and payable from Tenant to Landlord, and Landlord shall have no obligation to relet.

## **ARTICLE XIII – SURRENDER, HOLDOVER AND ABANDONMENT**

### **13.1 SURRENDER:**

At the end of the term or any renewal thereof or other sooner termination of this Lease, the Tenant will peaceably deliver up to the Landlord possession of the Premises, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received, or first installed, ordinary wear and tear and damage by fire, earthquake, Act of God or the elements alone excepted. Property not so removed shall be deemed abandoned at the termination of this Lease by the Tenant and title to the same shall thereupon pass to Landlord. Tenant will clean the premises, including all electrical appliances, and have all cans, trash, garbage and debris removed from the Leased Premises, or Landlord may arrange therefor at Lessee's expense. In the event the carpeting and/or window coverings have been significantly soiled by the occupancy of Tenant, Tenant shall, at the option of Landlord, pay for the cleaning of such carpeting and/or window coverings. Tenant shall indemnify the Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation, any claims made by any succeeding Tenant found on such delay.

### **13.2 HOLDING OVER:**

Tenant shall pay Landlord for each day Tenant retains possession of the leased Premises or part thereof after termination hereof, by lapse of time or otherwise, double the amount of the daily fixed rental, based upon the rent in effect on the last day prior to the date of such termination, as adjusted in accordance with the terms of this Lease, and also pay all damages sustained by Landlord by reason of such retention, including reasonable attorneys' fees or, if Landlord gives notice to Tenant of landlord's election thereof, such holding over shall constitute renewal of this Lease for a period from month to month, but if the landlord does not so elect, acceptance by Landlord of rent after such termination shall not constitute a renewal. This provision shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

### **13.3 ABANDONMENT:**

If Tenant shall abandon or vacate the Premises before the end of the term or any other event shall happen, entitling Landlord to take possession thereof, Landlord may take possession of said Premises, relet the same without such action being deemed an acceptance of a surrender of this Lease or in any way terminating the Tenant's liability hereunder, and Tenant shall remain liable to pay the rent herein reserved less the net amount actually realized from such reletting after deduction of any expenses incident to such repossessions and reletting.

## **ARTICLE XIV – WAIVER**

No failure of the Landlord to enforce any provision hereof shall be deemed to be a waiver, nor shall acceptance the partial payment of rent be deemed a waiver of the Landlord's rights to the full amount thereof.

## **ARTICLE XV – NOTICES**

All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be actually served on the party to be notified, or sent by United States certified mail or registered mail, postage prepaid addressed to the Tenant at \_\_\_\_\_

And addressed to the **Landlord at PO Box 441461, Indianapolis, IN 46244-1461**. or to such other firm or to such other place as Landlord may from time to time designate in writing.

## **ARTICLE XVI – MISCELLANEOUS PROVISION**

### **16.1 GOVERNING LAW:**

This lease shall be governed by the laws of the State of Indiana.

### **16.2 WRITING CONTROLS:**

It is agreed that Landlord has not made any statement, promises or agreement or taken upon itself any encouragement whatever verbally or in writing in conflict with the terms of this Lease or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions and that no obligations of Landlord shall be implied in addition to the obligations herein stated.

**16.3 QUIET POSSESSION:**

Landlord covenants that Tenant, upon paying the rent herein provided and performing all the covenants of this Lease by it to the performed, shall have quiet possession of the Premises during the term thereof.

**16.4 BINDING AGREEMENT:**

The covenants of this Lease shall insure to the benefit of and be binding upon, the Landlord and the Tenant and the respective heirs, executors, administrators, representatives, successors and assigns of each.

**IN WITNESS WHEREOF, the parties hereto have executed this Lease this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**LANDLORD:**

**TENANT(S):**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name