

CLOVER RIDGE

APARTMENT HOMES

Deluxe Walk-to-Campus Student Apartments

Clover Ridge Apartments
1801 Irish Way
South Bend, IN 46637
(564) 272-1441
www.cloverridgeapartments.com

APARTMENT LEASE-HOUSING CONTRACT

This Lease is executed on the _____ day of _____, _____, between Clover Ridge Apartments (the "Lessor", also referred to as "Management"), and _____

_____ jointly and severally (the Lessee).

1. **WITNESSETH:** That the Lessor, in consideration of the covenants and agreements of the Lease hereinafter contained, hereby leases and rents to the Lessee the following residence or apartment: South Bend, Indiana 46637 (the Premises) for a term **beginning on** _____ and ending at 12:00 midnight on _____.

2. **RENT:** The Lessee agrees to occupy the Premises in a careful and tenant-like manner and to pay to the Lessor for rent of the Premises the sum of \$ _____ payable in twelve (12) monthly installments of \$ _____ commencing on _____ and ending on _____. All rental installments shall be paid on the 1st day of each and every month.

All payments shall be made, without notice or demand from the Lessor, in the form of a check or money order, payable to the Lessor. If the rent is not received by the Lessor on or before the 3rd day of the month, the delinquent Lessee must pay a penalty of \$5.00 per person in occupancy of the apartment per day for every day the rent is delinquent. This penalty is payable with the normal monthly rent. This late penalty does not waive the right of the Lessor to evict the Lessee for nonpayment of rent if the Lessor so elects. If a check is returned from the bank for any reason, in addition to applicable late fees up to the date rent is paid by a bank clearable check or money order, a \$30.00 fee will be assessed, payable with the normal monthly rent. Failure to vacate the Premises by the expiration of the Lease term will result in a \$100.00 per resident per day hold-over charge in addition to the normal rental. Failure to return all keys, including mail keys, upon the expiration day of the Lease will result in a \$300.00 charge to replace locks and keys. Failure of any Lessee to remove all personal furniture and/or belongings by the Lease term expiration date will result in a charge of \$50.00, per apartment occupant, per labor hour for the time spent to have such items removed. Lessor may remove and dispose of such items left on the Premises at termination of this Lease, without liability to Lessee.

This is a joint lease. All parties who sign this Lease are jointly and severally liable. If one lessee becomes delinquent or otherwise breaches or violates the terms of this Lease, the remaining Lessees shall be held responsible for payment of the full rent or other damages assessed against the breaching Lessee. [Joint Lessees' initials: _____]

3. **SECURITY DEPOSIT:** The Lessee hereby agrees to pay the sum of \$ _____ as a security deposit for this Lease. At the end of the lease term, or upon early termination or move out, upon move out, the Lessee is required to surrender to the Lessor the possession of the Premises in a thoroughly clean, damage free, and satisfactory condition less normal wear and tear. Lessee(s) hereby acknowledges that the Premises is being delivered in "as-is" condition, and Lessee(s) acceptance of the Premises at the beginning of the Term constitutes Lessee(s) acknowledges that the Premises and its furnishings, if any, are in good repair and reasonable condition, except as otherwise specifically noted on the Move-In/Out Inspection Report, which is to be completed at move-in. At the end of the Lease term, after all keys are returned to the Lessor, the Lessor will inspect the condition of the Premises. If the Lessee fails to surrender to the Lessor the possession of the Premises in a thoroughly clean, damage free, and satisfactory condition less normal wear and tear, the Lessee agrees to be liable to the Lessor for the cost, plus a 20 % overhead allocation add on cost, of any required cleaning, painting, carpet cleaning, and repairs or replacements of soiled, missing or damaged items the Lessor is required to perform in order to restore the premises to a thoroughly clean, damage free, and satisfactory condition less normal wear and tear. As soon as the Premises are vacated, the Lessor will cause the carpet to be professionally cleaned and the cost of carpet cleaning, plus a 20 % overhead allocation add on cost, will be withheld from the security deposit as a payment to Lessor for carpet cleaning. The deposit shall be accounted for by mail within forty-five (45) days after the expiration of this Lease. If Lessee renews or transfers to another of Lessor's apartments, said deposit will be adjusted to match the amount of the new rent. Lessee(s) has deposited with Management the security deposit (the "Deposit") to secure the Lessee(s) full and faithful performance of this Apartment Lease-Housing Contract. Upon termination of this Apartment Lease-Housing Contract by reason of Lessee(s) default hereunder or the expiration of the Term, in addition to any amounts withheld for carpet cleaning and to restore the Premises to a toughly clean, damage free, and satisfactory condition less normal wear and tear, Management may deduct from the Deposit an amount sufficient to pay: (a) any damages as a result of Lessee(s) non-payment of any portion of Total Rent or non-fulfillment of the Term of this Apartment Lease-Housing Contract including Lessee(s) failure to enter into possession or abandonment of the apartment; (b) any damages to the apartment, or building common areas for which the Lessee(s) is responsible; (c) any unpaid bills which become due by virtue of Lessee(s) occupancy, or any utility expense that may be forwarded to Management due to Lessee(s) non-payment; (d) any costs of re-renting the apartment after a breach of this Housing Contract by Lessee(s); (e) any repair work or cleaning Contracted for by Lessee(s) with third parties, plus a 20 % overhead allocation add on cost; (f) any court costs incurred by Management in

connection with terminating the tenancy; and (g) any other damages which Management may sustain which may then be permitted use of the deposit under the applicable laws of the state in which the apartment is located (the "State"). Application of the Deposit in order to satisfy all or part of Lessee(s) obligations shall not prevent Management from claiming damages in excess of the Deposit. Lessee(s) shall have no right to have the Deposit applied to any portion of Total Rent which may become due under this Housing Contract. Upon a sale and conveyance of the Premises, Management may transfer the Deposit to the new owner and upon such transfer, all of Management's liability for such Deposit shall terminate and Management shall have no further liability under this Housing Contract for events occurring after such transfer. Upon termination of this Housing Contract, Lessee(s) shall provide the Management in writing with a forwarding address or new address to which any amount due from the Management may be sent. If Lessee(s) fails to provide such forwarding address, then any amount due to the Lessee(s) shall be sent to the last known address of the Lessee(s).

4. **OCCUPANCY:** The Premises shall be occupied by not more than _____ persons only, and any change in occupancy must be with the Lessor's written consent. A maximum of twelve (12) persons (Lessees and guests) shall be allowed, at any one time, to be present in the Leased Premises. Any person, other than the Lessee, occupying the Leased Premises for more than five (5) days shall be deemed a Lessee subject to the terms of this Lease and shall be required to execute this Lease as a Joint-Lessee.

5. **PETS:** Unless Lessor has granted expressed written consent to Lessee, no pets are allowed. **A Lessee violating this provision must pay liquidated damages of \$500.00 for each occasion on which this paragraph is violated,** payable within thirty (30) days after notice from the Lessor.

6. **UTILITIES:** The Lessor shall furnish and provide the following utilities for the entire term of the lease: __Water, Sewer, Cable, Internet Access & Trash. The Lessee shall furnish at his/her expense the connection and use of the following utilities for the entire term of lease: **telephone, and electric.** Electric utility is to remain in Lessee's name until the expiration date of the lease term. Lessee is responsible for canceling said utilities upon Lease expiration and will not be entitled to any reimbursements from Lessor for any period of time after the expiration of the Lease. OWNER/AGENT shall not be liable for loss or damages resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV, or any other utility service, or for the malfunction of machinery or appliances serving the UNIT or any part of the apartment complex in which the UNIT is located. Resident shall not be entitled to a claim for any rentals payable hereunder because of the suspension or inadequacy of the utility services or mechanical systems. Resident(s) conversion of any utility service back to Owner/Agent shall be considered abandonment of said unit.

7. **USE OF PREMISES:** The Lessee agrees to make no unlawful, improper or offensive use of the Premises. The Lessee will occupy and use the Premises for his/her private residential use and for no other purpose; the Lessee shall not keep any roomers or boarders or carry on any trade, business, instruction course or public entertainment on the Leased Premises. The Lessee shall neither operate nor permit the operation of a stereo, television set or musical instrument nor entertain any other person in any manner that disturbs other tenants or residents. The use of the common halls or the lawns surrounding the premises for parties, loitering, etc. is absolutely forbidden. No rights of storage, in any common area, are herein granted or given to the Lessee. Each Lessee shall be held responsible for the acts of any Lessee or the guest of any Lessee. The Lessee shall comply with all zoning and neighborhood restrictions and will be responsible for violation fees caused by Lessee or Lessee's guest(s). The use of outdoor grills (gas & charcoal) is prohibited by law in common corridors or hallways. The cost to repair damage done to the common areas or to pick up trash or to clean up messes in the common areas of the building shall be apportioned pro-rata to all residents of the building where the offender is unknown. If Lessor's personnel is called to the Lease Premises site due to noise, public nuisance, etc., the violating Lessee must pay a fee of \$175.00 where such Lessor Premises response occurs before 12 o'clock midnight and a fee of \$225.00 where such Lessor Premises response occurs after 12 o'clock midnight. In the event of accidental lockout during other than regular business hours, a \$50.00 fee, payable immediately, will be charged by Lessor. Extra keys are available for a \$20.00 deposit.

No screws or tape are to be used on walls or woodwork; only small brads or thumbtacks are to be used. Waterbeds and aquariums over 15 gallons may be used only with written proof of insurance provided to Lessor prior to Lessee's occupancy.

8. **SUBLETTING and ASSIGNMENT:** The Lessee shall not assign this Lease or any interest under the Lease or sublet the Premises or any part thereof or permit the use or occupancy of the Premises or any part thereof by one other than the Lessee without the written consent of the Lessor. Lessor will charge Lessee a fee of \$75.00 for any sublease or assignment approved by Lessor. In addition, Lessee shall forfeit the security deposit to Lessor as an assignment fee to assign his/her responsibility to a new Lessee in accordance upon approval of any assignment of the Lessee's interest by Lessor.

9. **CONDITION OF PREMISES:** The Lessee's occupancy of the Premises is express satisfaction and approval of the Premises as being in good physical condition and in good order of repair. The Lessee agrees to maintain the Premises in good repair and in a thoroughly clean and satisfactory condition. Lessee agrees that the Premises and all parts thereof shall be returned to the Lessor in a clean and satisfactory condition, less normal wear and tear. The Lessor agrees to make any necessary repairs to mechanical systems except that the Lessee agrees to be responsible for all costs of repairs and maintenance, plus a 20 % overhead allocation add on cost, to the Premises caused by the Lessee's neglect or improper use. Should the Lessor agree to make changes or repairs, the Lessor reserves the right to complete changes or repairs at any time up to thirty (30) days after occupancy. Added time may be necessary for completion of certain changes, repairs or back-ordered items.

10. **MECHANIC'S LIEN:** Lessee shall not permit any statement of intention to hold a mechanic's lien to be filed against the Leased Premises or any part thereof by reason of labor, services or materials claimed to have been performed or furnished to or for Lessee.

11. **LANDLORD'S LIEN RIGHTS:** Lessee hereby grants to Lessor a lien upon all personal property of Lessee kept or used in or about the leased premises during the term of this Lease to secure the payment to Lessor of all amounts including attorney's fees and costs which may at any time be due Lessor from Lessee hereunder. Lessor may resort to any remedy at law or in equity in order to enforce right to payment for the security granted by this lien.

12. **ENTRY RIGHTS:** The Lessor reserves the right to enter the Premises at all reasonable hours for the purpose of inspection and for needed repairs, emergencies, and alterations or to exhibit the Premises to prospective Lessees or purchasers.

13. **LESSOR'S NON-LIABILITY:** It is agreed that the Lessor shall not be liable to the Lessee or any other person on the demised premises or in the

building or adjoining grounds and parking lots by the Lessee's consent, invitation or license, expressed or implied, for any damage either to person or property, sustained by reason of the condition of said premises or building, or any part thereof, or arising from the bursting or leaking of any water, gas, sewer, or steam pipes, or due to the act of neglect of any employee of the Lessor, or the act of any co-tenant or any occupant of said building or other person therein, or due to any casualty or accident in or about said building. It shall be the obligation of the Lessee to obtain insurance on his/her personal property. Lessor is not aware of any lead paint on said premises.

14. **INDEMNITY AND HOLD HARMLESS:** As a material part of the consideration of this Lease, Lessee hereby assumes all risks and waives all claims against Lessor for any damage to any property or any injury to or death of any person in or about the Leased Premises arising at any time and from any cause whatsoever other than solely by reason of negligence or willful misconduct of Lessor. Lessee also agrees to indemnify, defend, and hold Lessor harmless from and against any and all claims or liability for any injury or damage to any person or property whatsoever occurring in , on, or about the Leased Premises or any part thereof to the extent that such injury or damage shall be caused in part or in whole by the act, neglect, fault, or omission of any duty with respect to the same, by Lessee, its agents or invitees. Lessee further agrees to indemnify, defend, and hold harmless from and against any and all claims arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Lessee, or any of its agents, contractors, servants, employees, or licensees, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in connection with any such claim, action, or proceeding brought thereon. Furthermore, in case any action or proceeding shall be brought against Lessor by reason of any such claims or liability, Lessee shall defend such action or proceeding at Lessee's sole expense by counsel satisfactory to Lessor. The provisions of this Section 14 shall survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

15. **DEFAULT:** Upon failure to pay any rental installment when due, additional rent or late charges or if the Lessee shall violate any other terms, conditions or covenants of this Lease, this Lease and all rights of the Lessee shall terminate at the election of the Lessor. Upon default by the Lessee, the Lessee shall pay all costs and expenses, including attorney's fees, Court costs and collection agency fees incurred by the Lessor in connection with its exercise of any rights or remedies it has under this Lease because of Lessee's default.

16. **ABANDONMENT:** If the Lessee shall abandon the Premises, the Lessee hereby appoints the Lessor to be the Lessee's agent to relet the Premises. Lessor may, at its option, take possession of the Premises and relet same without such action being deemed an acceptance of Lessee's abandonment or a surrender of this Lease. Lessee shall remain liable to pay the rent herein reserved and any costs of reletting the Premises in addition to any remedies of the Lessor at law or in equity.

17. **RULES AND REGULATIONS:** The rules and regulations attached hereto are hereby made a part of this Lease and Lessee shall observe the same. Failure to keep and observe the rules will constitute a breach of the terms of this Lease in the same manner as if contained herein. The Lessee shall keep and observe such further reasonable rules and regulations as may later be required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises herein leased, are a part.

18. **LESSOR'S RIGHTS AFFECTED ONLY BY WRITTEN WAIVER:** The Lessor's acceptance of rent after it falls due or after knowledge of any breach hereof by Lessee or the giving of any notice or making any demand or any other act other than written waiver shall not be construed as a waiver of the Lessor's right to act without notice or demand or of any other right hereby given Lessor or as an election not to proceed under the terms of this Lease. It is further understood and agreed by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, the Lessor may receive and collect any rent due and the payment of the rent shall not waive or affect the notice, suit or judgment.

19. **COMPLETE AGREEMENT:** This Lease agreement, together with the attached Rules and Regulations constitutes the full and complete agreement by and between the Lessor and Lessee and no other agreements or representations have been made. If any provision of the lease is found to be unenforceable, the remaining provisions of the lease remain valid, enforceable, and in effect. All Lessees who occupy the Premises shall sign the Lease.

Name: _____	email: _____
Name: _____	email: _____
Name: _____	email: _____
Name: _____	email: _____
Name: _____	email: _____

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be signed on the day and year first above written.

Lessee (Print): _____
Social Sec. No.: _____
Current Phone: _____
Date of Birth: _____
Drivers License Number: _____
E-mail address: _____

Parents Name: _____
Parents Address: _____
City, State, Zip: _____
Parents Phone: _____
Lessee (Sign/date): _____

Lessee (Print): _____
Social Sec. No.: _____
Current Phone: _____
Date of Birth: _____
Drivers License Number: _____
E-mail address: _____

Parents Name: _____
Parents Address: _____
City, State, Zip: _____
Parents Phone: _____
Lessee (Sign/date): _____

Lessee (Print): _____
Social Sec. No.: _____
Current Phone: _____
Date of Birth: _____
Drivers License Number: _____
E-mail address: _____

Parents Name: _____
Parents Address: _____
City, State, Zip: _____
Parents Phone: _____
Lessee (Sign/date): _____

Lessee (Print): _____
Social Sec. No.: _____
Current Phone: _____
Date of Birth: _____
Drivers License Number: _____
E-mail address: _____

Parents Name: _____
Parents Address: _____
City, State, Zip: _____
Parents Phone: _____
Lessee (Sign/date): _____

Lessee (Print): _____
Social Sec. No.: _____
Current Phone: _____
Date of Birth: _____
Drivers License Number: _____
E-mail address: _____

Parents Name: _____
Parents Address: _____
City, State, Zip: _____
Parents Phone: _____
Lessee (Sign/date): _____

Make checks Payable to: Clover Ridge Apartments

Lessor-Management: Clover Ridge Apartments. By : _____ (Agent)