

This is a binding document. Read carefully before signing.

**General Lease Provisions**

**1. PARTIES.** This Lease Contract ("Lease") is between you, the resident:

**Model Unit A**

and us, the owner:

**Core SVA Bloomington Plato 1 LLC**

(name of apartment community or title holder).

**2. APARTMENT.** You are renting:

Apartment No. **25-A**,

Bedroom No. \_\_\_\_\_, or

Floor Plan **3x2 A**

at **2036 Walnut St.**

(street address) in **Bloomington**

(city), Indiana, **47404** (zip code) for use as a private residence only.

When this Lease Contract is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

**2.1. Use and Occupancy.** Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior residence history, or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the apartment common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

**2.2. Access Devices.** In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

**3. TERM.** The term of the Lease Contract begins on the **1st** day of **August**, **2023** (year), and ends at noon the **26th** day of **July**, **2024** (year). **This Lease does not automatically renew.**

**3.1. Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice, any notice to vacate or the last date of your lease term, whichever is earlier. If you remain or continue to be in possession of the Apartment without right after expiration of this Lease Contract or any renewal period thereof, after early termination of your tenancy by you or us, or for any other reason, you shall pay us a prorated sum of the greater of the: (a) then current rate for your premises, or (b) \_\_\_\_\_ percent of your current rent (the increase

shall be one hundred fifty percent of your current rent if this blank is not completed) based on a thirty (30) day month for each day of such possession and you shall indemnify us against any and all loss, claims and damages we sustain by reason of such hold over.

**4. RENT AND CHARGES.** Your rent for the term is \$ **7740.00**. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in **12** installments of \$ **645.00** each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the first (1st) of the month in which this Lease begins. All other payments must be made by the first (1st) of the month in which they are due with no grace period. This amount is owed by you and is not the total removed by all residents.

If you don't pay the first (1st) month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees, court costs, and other lawful charges. Our rights and remedies under Paragraph 25 (Default by Resident) apply to acceleration under this paragraph.

**You must pay your installments on or before the first (1st) day of the month in which they are due. There is no grace period, and you agree that not paying by the first (1st) of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us.** If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

**4.1. Payments.** You will pay your rent:

- at the onsite manager's office
- through our online payment site
- at <https://statebloomington.residentportal.com/auth>

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one (1) monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. The parties agree that rent is not deemed accepted until it has been deposited by us. Rent and late charges are due without demand, and all other sums are due upon our demand.

**4.2. Application of Money Received.** When we receive money, other than utility payments subject to government regulation, we may apply it at our option, and without notice, first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose.

**4.3. Utilities and Services.** We'll pay for the following if checked:

<input type="checkbox"/> gas	<input checked="" type="checkbox"/> water	<input checked="" type="checkbox"/> wastewater
<input type="checkbox"/> electricity	<input checked="" type="checkbox"/> trash/recycling	<input type="checkbox"/> cable/satellite
<input checked="" type="checkbox"/> Internet	<input type="checkbox"/> stormwater/drainage	<input type="checkbox"/> government fees
<input type="checkbox"/> other _____		

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your lease term.

**4.4. Late Charges.** If you don't pay rent in full by 11:59 p.m. on the 3rd day of the month, you must pay us the following late charge immediately and without demand in addition to the unpaid rent:  \_\_\_\_\_ % of your installment amount as stated in this Lease or  \$ 5.00.

You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment plus a late charge.

**4.5. Ad Valorem Taxes/Fees and Charges - Additional Rent.**

Unless otherwise prohibited by law, if, during the term of this Lease Contract, any taxing unit, school district, other locality, city, county, state, or Federal Government or other taxing authority, by legislation, voter referendum or otherwise, imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any fee charged for a municipal inspection; any charge under any nuisance or chronic nuisance type statute, 911 or other emergency services, per person, or per apartment charge or tax and any utility bill unpaid by you, which is then assessed to us for payment. If, during this agreement, there is an increase in our real estate tax, or personal property tax, assessment or tax rate, imposed by any of the abovementioned taxing authorities, by legislation, voter referendum or otherwise, we may impose Additional Rent, during the term of the Lease Contract. After this written notice (the amount or approximate amount of the charge, tax or fee will be included in the notice), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us.

**4.6. Lease Changes.** No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

**5. SECURITY DEPOSIT.** Your security deposit is \$ 0.00, due on or before the date this Lease Contract is signed.

The security deposit shall not bear interest nor be held separately or in trust. Any animal deposit will be stated in an animal addendum. Upon vacating the Apartment, you shall supply terms, in writing, your forwarding address. Payment of the security deposit to any resident hereunder shall serve to satisfy our obligation to return the security deposit, and notice to one resident of application of the security deposit shall serve as notice to all residents of the apartment. In the event you shall fully and faithfully perform and keep the terms, covenants and conditions of this Lease Contract and return the Apartment to us at the expiration or termination of your tenancy in as good and clean a condition as they are in as of the commencement of this Lease Contract, ordinary wear and tear excepted, then the security deposit, or the appropriate portion thereof, shall be refunded by us to you. In the event that you shall fail to keep and fully perform the terms, covenants and conditions of this Lease Contract, we shall retain from said security deposit an amount sufficient to reimburse us for any damages caused by your default, including but not limited to:

- (a) any unpaid "rent" due under this Lease (as the term "rent" is defined under state law) including, but not limited to, payments due under this Lease, such as unpaid monthly rent installments, late fees, returned check fees, attorney's fees, court costs and interest;
- (b) the cost to repair any damages to the Apartment, common areas and/or any of Landlord's property, real or personal, including but not limited to the cost of general cleaning, carpet cleaning and painting costs, reasonable wear and tear excepted. Reasonable wear and tear shall not include breaks, holes, scratches or burns in any surface, fixture or appliance, trash remaining after the Apartment is vacated, or carpet which is not freshly-cleaned; **and**
- (c) unpaid utilities and any other item allowed by law or equity.

In the event the security deposit shall be insufficient to cover your default, we may enforce any additional rights which we may have, against you, in law or in equity, without any limitation by reason of the security deposit or our failure, inadvertent or otherwise, to strictly comply with the Indiana Security Deposit Statute. UNDER NO CIRCUMSTANCES MAY RESIDENT APPLY THE SECURITY DEPOSIT AS THE LAST MONTHLY INSTALLMENT DUE PURSUANT TO THIS LEASE. The security deposit and any deductions, damages

or charges shall be itemized by us in a written notice to you, together with any amount due, within forty-five (45) days after expiration or termination of your tenancy or our acceptance of your surrender of possession, provided you have provided us, in writing, with your forwarding address.

**5.1. Refunds and Security Deposit Deductions.**

***In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.*** We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than forty-five (45) days after surrender or abandonment, unless statutes provide otherwise. Upon move out you'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the Apartment and is missing; replacing dead or missing smoke detector batteries at any time; charges for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access, control devices or alarm systems; packing, removing, or storing property removed or stored under Paragraph 29 (Surrender and Abandonment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to our negligence; animal-related charges under Paragraph 20 (Animal); government fees or fines against us for violation (by you, your Occupants, or Guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract. You'll be liable to us for (A) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; **and** (B) accelerated rent if you have violated paragraph 25 (Default by Resident). While you will remain liable for these items, the security deposit shall only be applied to those items listed in paragraph 5 (Security Deposit). ***We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.***

**6. GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time. Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than 3 consecutive days without our prior written consent. *If the previous blank isn't filled in, two (2) consecutive days will be the limit.*

**6.1. Exclusion of Persons.** We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

**7. CARE OF APARTMENT/Common Areas and Damages.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault as allowed by law except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs,

replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; **and** (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

You and each co-resident are jointly and severally liable for all lease obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by you or a specific co-resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

**8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury.**

**8.1. Renter's Insurance Requirement**

You are:

- required to buy and maintain renter's insurance; **or**
- not required to buy renter's insurance.

**8.2. Personal Liability Insurance Requirement**

You are:

- required to purchase and maintain personal liability insurance in the minimum amount of \$ 100000.00; **or**
- not required to buy liability insurance.

**If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.** Renter's insurance does not cover losses due to a flood. We urge all residents to obtain flood insurance—particularly those residents in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

You and we agree that we are not your renter's insurance agent. Any and all renter's insurance claims must be made directly to your renter's insurance provider.

**9. EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of \$ 500.00 (not to exceed 100% of the highest of your installment amount during the Lease Contract term) if you (A) fail to give written move-out notice as required; or (B) move out without paying rent in full for the entire Lease Contract term or renewal period; or (C) move out at our demand because of your default; **or** (D) are judicially evicted.

**The reletting charge is not a cancellation fee nor a buyout fee and does not release you from your obligations under this Lease.** It is not a penalty. It is part of the consideration for entering into this lease and is an agreed-to liquidated damages amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages may be uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**10. SECURITY AND SAFETY DEVICES.**

**10.1. Smoke Detectors.** You hereby acknowledge that a working UL listed smoke detector(s) has been installed on each floor of the Apartment. You shall inspect and test the smoke detector(s) during the term(s) of this Lease Contract and shall ensure that each smoke detector installed in the Apartment remains functional and is not disabled. If the smoke detector is battery operated, you shall replace the batteries in the smoke detector(s) as necessary. If the smoke detector is hard wired into the Apartment's electrical system, and you believe the smoke detector(s) isn't functional, you shall provide us with written notification of the need to replace or repair the smoke detector(s). We shall repair or replace an inoperable smoke detector within seven (7) working days after we are given written notification of the need to replace or repair the smoke detector(s). You shall not tamper with, remove, or replace any parts or equipment of the smoke detector(s), except to replace batteries. You shall pay the cost of damage to the smoke detector(s), or to the Apartment, caused or allowed by your failure to comply with the obligations of this paragraph. We shall not be liable for any injury or death to persons, nor for damage to property, resulting from your failure to test or inspect the smoke detector(s), replace the batteries as required, or to notify us as provided herein. You shall maintain the smoke detector(s) and test the smoke detector(s) at least once every six (6) months to ensure that the smoke detector(s) is in operational condition. You shall be liable for all damages and injuries (whether to yourself, any occupants, personal property, other persons, the Apartment or community), resulting from your failure to test or inspect the smoke detector(s), your failure to replace batteries, your tampering with the smoke detector(s) or your failure to notify us as provided herein.

**ACKNOWLEDGMENT**

The undersigned hereby acknowledge(s) the Apartment is equipped with a functional smoke detector(s) on each floor of the Apartment.

Resident (sign below)

**11. DELAY OF OCCUPANCY.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. The Lease Contract will remain in force subject to (1) abatement of rent on a daily basis during delay; **and** (2) your right to terminate as set forth below.

After termination, you are entitled only to a refund of the deposit(s) you paid and any rent you paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

- (a) If we give written notice to you when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.
- (b) If we give you written notice before the date of the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) days after you receive written notice, but not later.

The readiness date is considered the new initial term as set forth in Paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree in writing.

**Resident Life**

**12. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective upon thirty (30) days prior written notice, if they are distributed and applicable to all apartments in the apartment community and do not change dollar amounts on Page 1 of this Lease Contract.

**12.1. Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

**12.2. Limitations on Conduct.** Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance

with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in all other common areas. Within the apartment community you, your occupant(s), and your guest(s) must not use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside. You, your occupant(s), and your guest(s) must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:

- (a) the use of patios, balconies, and porches;
- (b) the conduct of furniture movers and delivery persons;  
*and*
- (c) recreational activities in common areas.

In the event of damage, you'll be liable to us for damage caused by you or any guests or occupants.

**12.3. Notice of Convictions and Registration.** You agree to notify us if you or any occupants are convicted of (A) any felony, *or* (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Any such criminal conviction or sex offender registration shall provide us the right to evict you.

**12.4. Attendance and Enrollment.** We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

**13. PROHIBITED CONDUCT.** You, your occupant(s) or guest(s), or the guest(s) of any occupant(s), may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets having gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit; *or*
- (i) heating the apartment with a gas-operated cooking stove or oven.

**14. PARKING.** We may regulate the place of parking all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (a) has a flat tire or other condition rendering it inoperable;
- (b) is on jacks, blocks or has wheel(s) missing;
- (c) has no current license plate or no current registration and/or inspection sticker;
- (d) takes up more than one parking space;
- (e) belongs to a resident or occupant who has surrendered or abandoned the apartment;

- (f) is parked in a marked handicap space without the legally required handicap insignia;
- (g) is parked in space marked for manager, staff, or guest at the office;
- (h) blocks another vehicle from exiting;
- (i) is parked in a fire lane or designated “no parking” area;
- (j) is parked in a space marked for other resident(s) or apartment(s);
- (k) is parked on the grass, sidewalk, or patio;
- (l) blocks garbage trucks from access to a dumpster; *or*
- (m) belongs to a resident and is parked in a visitor or retail parking space.

You will be responsible for all costs associated with towing and storing your vehicle. This includes any costs necessary to have your vehicle released to you if it is towed and stored because you did not comply with our parking rules and regulations.

**15. RELEASE OF RESIDENT.** Unless allowed by this Lease Contract, federal or state law, you won't be released from this Lease Contract for any reason.

**15.1. Death of Sole Resident.** If you are the sole resident, upon your death the Lease Contract may be terminated without penalty with at least thirty (30) days written notice by your legal representative. You will be liable for payment of rent until the latter of: (1) the termination date, *or* (2) until all possessions in the bedroom or apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

**16. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s) if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**17. RESIDENT SAFETY AND LOSS.** *We are not liable to you, other residents in your apartment or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.* We're not liable to you, other residents, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by our negligence, unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

**We do not warrant security of any kind.** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

**18. CONDITION OF THE PREMISES AND ALTERATIONS.**

**18.1. As-Is.** *We disclaim all implied warranties. You accept the apartment, fixtures, and furniture (if provided) “AS IS”, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties of habitability or otherwise.* You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move in, you must sign and note on the form all defects

or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

- 18.2. Standards and Improvements.** You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is

permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

## Your Responsibilities

### 19. REQUESTS, REPAIRS, AND MALFUNCTIONS.

- 19.1. Written Requests Required.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

- 19.2. Notifications and Requirements.** You must promptly notify us in writing of: water leaks or excessive moisture; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

- 19.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

- 19.4. Casualty Loss and Equipment Repair.** We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.

You shall comply with all obligations imposed by applicable provisions of health and housing codes, state laws, ordinances and insurance regulations; keep areas of the Apartment occupied or used by you reasonably clean and cause no waste or injury to the Apartment; use the electrical systems, plumbing, sanitary systems, heating, ventilating, and air conditioning systems, elevators (if provided), facilities and appliances of the Apartment in a reasonable manner; report to us, in writing, all repairs required to the Apartment, appliances, fixtures and appurtenances whether or not necessitated by any act or omission of you, an occupant, your guests, servants, assignees, or subresidents; repair, at or before the end of the term, all injury done by the installation or removal of furniture and other property and; at the termination of your occupancy, deliver the apartment to us in a clean and proper condition, excepting ordinary wear and tear expected in the normal course of habitation of an apartment. You shall comply with all reasonable rules and regulations in existence at the time this Lease Contract is entered into and shall also comply with amended rules and regulations as provided in this Lease Contract.

If, at any time, you fail to comply with any of these duties, we may bring an action in a court of competent jurisdiction to enforce your obligations provided we have given you

notice of your noncompliance with this Lease Contract, and/or state law, and you have been given a reasonable amount of time to remedy the noncompliance. If the noncompliance has caused physical damage that we have repaired, we shall give you notice specifying, in writing, the repairs we have made and documenting our cost to remedy the condition described in the notice. If we prevail in any action to enforce an obligation of yours pursuant to this Lease Contract or applicable law, we may recover the following: Our actual damages, attorney's fees and court costs; injunctive relief and; any other remedy appropriate under the circumstances.

- 19.5. Our Right to Terminate for Casualty Loss/Property Closure.** If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. We also have the right to terminate this Lease during the Lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

### 20. ANIMALS.

- 20.1. No Animals Without Consent.** *Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing.* If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

- 20.2. Removal of Unauthorized Animal.** We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; **and** (2) following the procedures of Paragraph 21 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**20.3. Violations of Animal Policies and Charges.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease and the Animal Addendum, including an initial charge of \$ \_\_\_\_\_ per animal (not to exceed \$100 per animal) and a daily charge of \$ \_\_\_\_\_ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during the term of your occupancy (with or without your consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages, and not a penalty, for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

**21. WHEN WE MAY ENTER.** You may not unreasonably withhold consent to allow us to enter the Apartment in order for us to inspect the Apartment; make necessary or agreed to repairs, decorations, alterations or improvements; supply necessary or agreed to services or; exhibit the Apartment to prospective or

actual purchasers, mortgagees, residents, workers or; contractors. We shall give you reasonable written or oral notice of our intent to enter the Apartment and may enter the Apartment only at reasonable times. However, we may enter the Apartment without notice to you in the case of an emergency that threatens your safety or the safety of occupants or others in the Apartment or our property. We may also enter the Apartment without your consent under a court order or you have abandoned or surrendered the Apartment. We shall not abuse the right of entry or use the right of entry to harass you.

**22. NOTICES.** Notices and requests from you or any other resident or occupant of the apartment constitute notice from all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of tenancy termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.

## Owner's Rights and Remedies

**23. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS.** *Prior written consent required. Replacing a resident, subletting, assignment or granting a right or license to occupy is allowed only when we expressly consent in writing.*

**23.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:

- (a) be in compliance with all terms of this Lease;
- (b) execute a new Lease or other agreement for the space to which you are transferring;
- (c) complete all required forms;
- (d) pay a new security deposit in advance if required; *and*
- (e) pay transfer fee of \$ 300.00 in advance if you are moving from one apartment to another or \$ 300.00 in advance if you are moving from one exclusive space to another in the same apartment.

Under no circumstances will we be responsible for paying your moving costs.

**23.2. Relocation.** We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community. We will pay for rekeying if we require you to relocate.

**23.3. Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (a) a reletting charge *will not be due*;
- (b) a reasonable administrative (paperwork) and/or transfer fee of \$ \_\_\_\_\_ will be due, and a rekeying fee of \$ \_\_\_\_\_ will be due if rekeying is requested or required; *and*
- (c) the departing and remaining residents will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**23.4. Procedures for Replacement.** If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

**23.5. Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

**24. OUR RESPONSIBILITIES.** We shall deliver the apartment to you in compliance with this Lease Contract and in a safe, clean, and habitable condition. We shall comply with all obligations imposed by applicable provisions of health and housing codes, state laws, ordinances and insurance regulations applicable to the Apartment; make reasonable efforts to keep common areas of the apartment

community in a reasonably clean and proper condition; provide and maintain the following items in the Apartment in good and safe working condition, if provided at the time this Lease Contract is entered into: electrical systems; plumbing systems sufficient to accommodate a reasonable supply of hot and cold running water at all time, sanitary systems, heating, ventilating, and air conditioning systems, elevators (if provided), facilities and appliances supplied as an inducement to this Lease Contract.

**24.1. Your Remedies.** If, at any time, we fail to comply with any of these duties, you may give us notice of our noncompliance with this Lease Contract, and/or state law. Thereafter, we will have a reasonable amount of time to remedy the noncompliance. You may not prevent us from having access to the Apartment to make repairs or provide a remedy to the condition described in your notice to us.

**25. DEFAULT BY RESIDENT.**

**25.1. Acts of Default.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (A) you don't pay rent or other amounts that you owe when due; (B) you or any guest or occupant violates the Apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the bedroom or apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute, or (2) any sex-related crime, including a misdemeanor; (F) any illegal drugs or paraphernalia are found in your apartment; *or* (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**25.2. Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**25.3. Eviction.** If you default, we may immediately terminate this Lease Contract and end your right of occupancy. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. **After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due;** the filing or acceptance of rent or other sums due doesn't waive or diminish our right of eviction, and is not an accord and satisfaction or create for you any other contractual or statutory right and we are not stopped from asserting all our rights and available remedies. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or our right to continue with eviction proceedings and we are not stopped from

asserting all our rights and available remedies. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment.

**25.4. Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent (A) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; **and** (B) you've not paid all rent for the entire Lease Contract term or renewal period.

Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**25.5. Other Remedies.** If your rent is delinquent and we give you five (5) days' prior written notice, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in Paragraph 35 (Special Provisions), in addition to other sums due. Upon default, we have all other legal remedies, including tenancy termination and/or termination of your right to possession, without terminating this Lease Contract, and all other remedies available under applicable state laws. We may collect attorney's fees and all other litigation costs that result from enforcing the terms of this Lease Contract. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**25.6. Mitigation of Damages.** If you move out early, in addition to the reletting charge imposed under Paragraph 9 (Early Move-Out), you'll be subject to the damages listed in Paragraph 25 (Default by Resident) and Paragraph 5 (Security Deposit). We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

**25.7. Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

**26. DESIGNATION OF TENANT REPRESENTATIVE.** If, at any point during the term of this Lease Contract, you become the sole occupant of the Premises and it becomes necessary for a Tenant Representative, as defined under Indiana Law, to be designated on your behalf because of your death or incapacity, you hereby designate

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(CONTACT INFO)

to serve as your Tenant Representative. You may change such a designation at any time by delivering a new designation form to us. The designation of a new representative herein serves as a revocation of any previous Tenant Representative designation previously made by you.

**27. OTHER IMPORTANT PROVISIONS.**

**27.1. Representatives' Authority; Waivers; Notice.**

*Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.*

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of

any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given (and any fax-transmittal verification). Fax or electronic signatures are binding. All notices must be signed.

**27.2. Entire Agreement.** Neither we nor any of our representatives have made any oral promises, representations, or agreements.

**27.3. Waiver of Jury Trial.** TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAW SUIT BASED ON STATUTE COMMON LAW, AND/OR RELATED TO THIS LEASE CONTRACT SHALL BE TO A JUDGE AND NOT A JURY AND IN THE EVENT WE BRING SUCH ACTION IN A SMALL CLAIMS COURT OF THE TOWNSHIP OR COUNTY IN WHICH THE APARTMENT IS LOCATED, RESIDENT CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE SMALL CLAIMS COURT OF THE TOWNSHIP OR COUNTY IN WHICH THE APARTMENT IS LOCATED. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY SEEK THE LEGAL COUNSEL OF AN ATTORNEY CONCERNING THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE CONTRACT. THIS WAIVER SHALL APPLY TO ANY CLAIMS BROUGHT AGAINST OR BY OWNER AND/OR OWNER'S AGENTS, SUBSIDIARIES AND AFFILIATES.

You agree to accept electronic notification of service at the following electronic mail address for any and all judicial actions that may brought by us against you to enforce or otherwise interpret the terms of the Lease Contract:

[spitzer@corespaces.com](mailto:spitzer@corespaces.com)

(Resident's e-mail address)

**27.4. Miscellaneous.**

- (a) We have made no representations or warranties, express or implied concerning the Apartment regarding habitability or otherwise, and we deny any express or implied warranties have been made unless required by applicable law.
- (b) Exercising one remedy won't constitute an election or waiver of other remedies.
- (c) Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- (d) All remedies are cumulative.
- (e) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- (f) This Lease Contract binds subsequent owners.
- (g) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
- (h) All provisions regarding our non-liability and nonduty apply to our employees, agents, and management companies.
- (i) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- (j) All lease obligations must be performed in the county where the apartment is located.
- (k) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- (l) The term "including" in this Lease should be interpreted to mean "including but not limited to."
- (m) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Paragraph 3 (Term) begins.

**27.5. Rooming House.** In no event shall the apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

**27.6. Force Majeure.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

## End of the Lease

**28. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You shall not move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent payments under Paragraph 25 (Default by Resident). You're prohibited from applying any security deposit to the last payment of rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate or surrender the bedroom and apartment before the forty-five (45)-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**28.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

**28.2. Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by our representative are subject to owner's correction, modification, or disapproval before final refunding or accounting.

**29. SURRENDER AND ABANDONMENT.** You have *terminated occupancy* of the bedroom and the apartment when (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; *or* (B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first.

**29.1. The Ending of Your Rights.** Your surrender and our acceptance of the Apartment, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the bedroom or apartment; determine any security deposit deductions; and remove property left

in the apartment. Your surrender and our acceptance, abandonment, and judicial eviction affect your rights to property left in the apartment but do not affect our mitigation obligations.

**29.2. Removal of Property Left in Apartment After Surrender, Abandonment, or Eviction.** "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use. In the event you shall abandon or vacate the Apartment before the end of the term, we may retake possession of the Apartment, or any other part thereof, without judicial process, and relet the Apartment upon terms satisfactory to us. You shall be liable for any resulting deficiency, including, but not limited to: redecorating costs, repair costs, present and future rent, and such other costs as may be your responsibility in the event of default or breach hereunder. We shall have no liability for loss or damage to your personal property if you have abandoned your personal property. Your personal property shall be considered abandoned if a reasonable person would conclude you have vacated the Apartment and surrendered possession of your personal property. In the event we are granted possession of the Apartment by court order, we may seek an order from the court allowing removal of your personal property and if you fail to remove such personal property before the date specified in the court order, we may remove the personal property and deliver the personal property to a warehouseman or to a storage facility approved by the court provided notice of the order for removal of the personal property and the identity and location of the warehouseman or the storage facility have both been personally served on you at your last known address. In the event your possessions are removed and placed in storage, you shall pay for all moving and storage costs. We, or any third-party who moves and/or stores personal property from the Apartment, shall acquire a warehouseman's lien on that personal property, and if not timely reclaimed, may sell the personal property in payment of the storage costs, moving costs, and other related fees and costs. You hereby expressly grant us authority to create or grant a warehouseman's lien in such personal property.

## General Provisions and Signatures

**30. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.

**31. ASSOCIATION MEMBERSHIP.** We represent that either: (A) we or (B) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

**32. CANCELLATION.** If written cancellation is received within seventy-two (72) hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.

**33. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the Lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**34. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original or electronic signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. **This Lease is the entire agreement between you and us.** You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.



35. **SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

See Additional Special Provisions  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Before submitting a rental application or signing this Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or electronic signature on this Lease is as binding as an original signature.

The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.

Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. You are NOT relying on any oral representations.

You are entitled to receive a copy of this Lease after it is fully signed.

Keep it in a safe place.

Resident *(sign below)*

Resident \_\_\_\_\_  
Date Signed \_\_\_\_\_

Owner or Owner's Representative *(signing on behalf of owner)*  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed \_\_\_\_\_

Address and phone number of Owner's Representative for notice purposes

2036 North Walnut St.  
Bloomington, IN 47404  
(812) 334-2898

THE PERSON (INDIVIDUAL, CORPORATION, OR OTHER LEGAL ENTITY) RESIDING IN INDIANA AUTHORIZED TO MANAGE THE APARTMENT IS:

Name: Core Campus Management LLC

Address: 11401 Century Oaks Ter., #400  
Austin, TX 78758

THE PERSON (INDIVIDUAL, CORPORATION, OR OTHER LEGAL ENTITY) RESIDING IN INDIANA AND REASONABLY ACCESSIBLE TO YOU WHO IS AUTHORIZED TO ACT AS AGENT FOR US FOR THE PURPOSES OF SERVICE OF PROCESS AND FOR RECEIVING AND RECEIPTING FOR NOTICES AND DEMANDS IS:

Name: Core Campus Management LLC

Address: 2036 North Walnut St.  
Bloomington, IN 47404

Name and address of locator service *(if applicable)*

After hours phone number (812) 334-2898  
*(Always call 911 for police, fire, or medical emergencies.)*

SPECIAL PROVISIONS (CONTINUED). Student Housing Lease Contract: Rent and Charges. The first installment is due on or before July 15, 2024 for the Fall 2024/25 Term. All other payments must be made by the 1st of the month in which they are due, with no grace period.

NOT A VALID FORM





ADDITIONAL SPECIAL PROVISIONS

(Becomes part of Lease Contract)



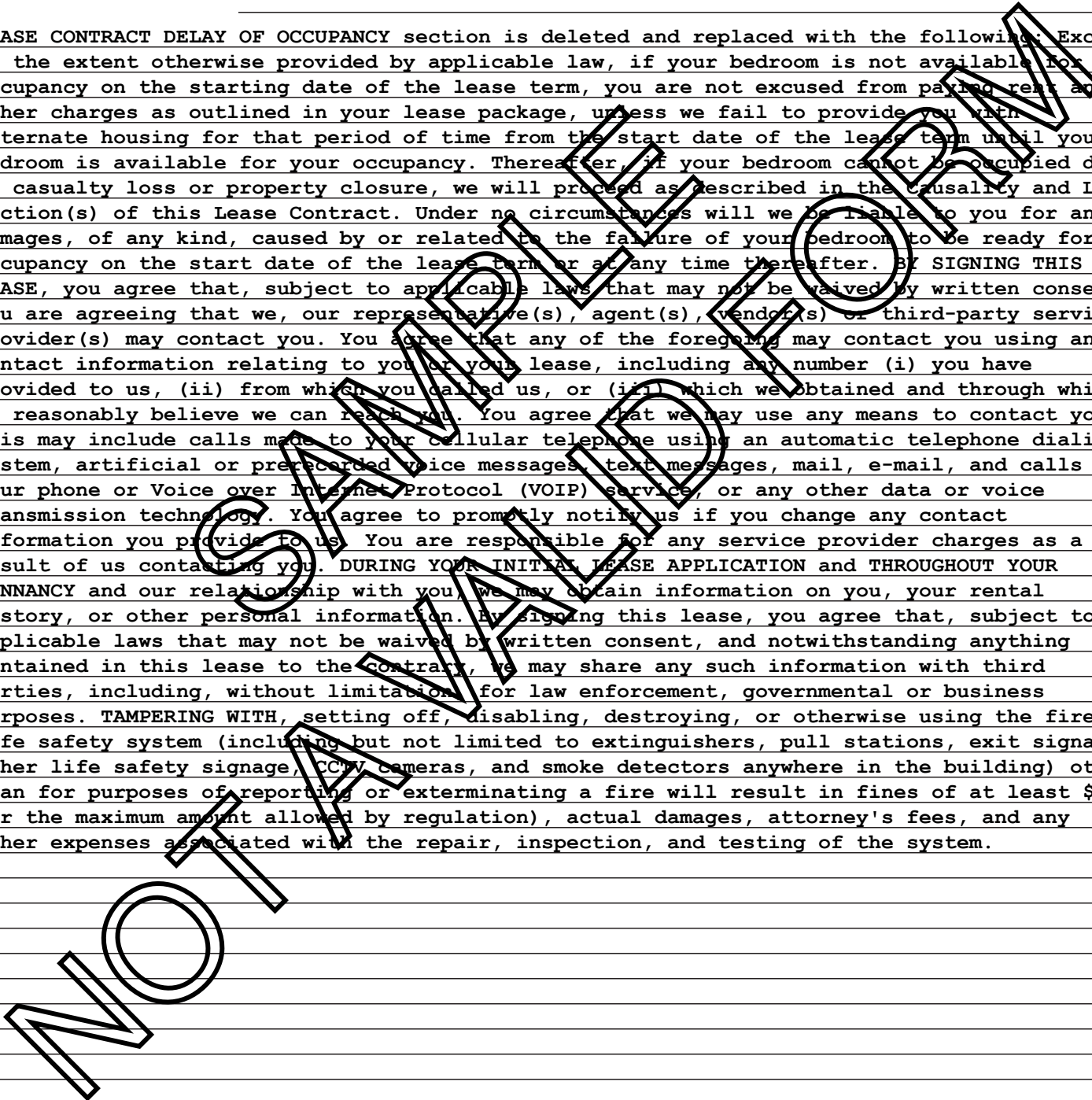
DWELLING DESCRIPTION. 2036 Walnut St. (street address), 25-A (unit no. if applicable) in Bloomington (city), Indiana, 47404 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: May 23, 2024

Owner's Name: Core SVA Bloomington Plato 1 LLC

Residents (list all residents): Model Unit A

LEASE CONTRACT DELAY OF OCCUPANCY section is deleted and replaced with the following: Except to the extent otherwise provided by applicable law, if your bedroom is not available for occupancy on the starting date of the lease term, you are not excused from paying rent and other charges as outlined in your lease package, unless we fail to provide you with alternate housing for that period of time from the start date of the lease term until your bedroom is available for your occupancy. Thereafter, if your bedroom cannot be occupied due to casualty loss or property closure, we will proceed as described in the Causality and Loss section(s) of this Lease Contract. Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your bedroom to be ready for occupancy on the start date of the lease term or at any time thereafter. BY SIGNING THIS LEASE, you agree that, subject to applicable laws that may not be waived by written consent, you are agreeing that we, our representative(s), agent(s), vendor(s) or third-party service provider(s) may contact you. You agree that any of the foregoing may contact you using any contact information relating to you or your lease, including any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree that we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VOIP) services, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you. DURING YOUR INITIAL LEASE APPLICATION and THROUGHOUT YOUR TENNANCY and our relationship with you, we may obtain information on you, your rental history, or other personal information. By signing this lease, you agree that, subject to applicable laws that may not be waived by written consent, and notwithstanding anything contained in this lease to the contrary, we may share any such information with third parties, including, without limitation, for law enforcement, governmental or business purposes. TAMPERING WITH, setting off, disabling, destroying, or otherwise using the fire & life safety system (including but not limited to extinguishers, pull stations, exit signage, other life safety signage, CCTV cameras, and smoke detectors anywhere in the building) other than for purposes of reporting or exterminating a fire will result in fines of at least \$500 (or the maximum amount allowed by regulation), actual damages, attorney's fees, and any other expenses associated with the repair, inspection, and testing of the system.



Resident(s) (All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated May 23, 2024 between Core SVA Bloomington Plato 1 LLC

("We" and/or "we" and/or "us) and Model Unit A

"You" and/or "you") of Apt. No. 25-A located at 2036 Walnut St.

(street address) in Bloomington, IN 47404

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Disclosure and Owner Distribution of Water and Sewage Disposal Service Addendum, if applicable, that Disclosure and Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Water** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - water bills will be billed by the service provider to us and then allocated to you based on the following formula: 1
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable Conservice
- b) **Sewer** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 5
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable Conservice
- c) **Gas** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- d) **Trash** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - trash bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- e) **Electric** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: 5, 10
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable Conservice
- f) **Stormwater** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- g) **Cable TV** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- h) **Master Antenna** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- i) **Internet** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- j) **Pest Control** service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_

- k) (Other) \_\_\_\_\_ service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- l) (Other) **Tech Fee** \_\_\_\_\_ service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: **4** \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ **5** \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_

**METERING/ALLOCATION METHOD KEY**

- "1" - Sub-metering of all of your water/gas/electric use
  - "2" - Calculation of your total water use based on sub-metering of hot water
  - "3" - Calculation of your total water use based on sub-metering of cold water
  - "4" - Flat rate per month
  - "5" - Allocation based on the number of persons residing in your apartment
  - "6" - Allocation based on the number of persons residing in your apartment using a ratio occupancy formula
  - "7" - Allocation based on square footage of your apartment
  - "8" - Allocation based on a combination of square footage of your apartment and the number of persons residing in your apartment
  - "9" - Allocation based on the number of bedrooms in your apartment
  - "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within \_\_\_\_\_ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

Monthly Administrative Billing Fee: \$ **6** \_\_\_\_\_ (not to exceed \$ **6** \_\_\_\_\_)

Late Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

Final Bill Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were residing in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$ \_\_\_\_\_.

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

12. If you believe you are being charged in violation of this disclosure or if you believe you are being billed in excess of the utility services provided to you as described in this disclosure, you have under Indiana law to file a complaint with the Indiana Utility Regulatory Commission at (317) 232-2712.

13. **Marion County Only:** If under this Addendum, Resident is separately metered for natural gas, electricity, water or thermal energy and directly billed for such a utility by the utility provider, Owner may be required by the Energy Benchmarking and Transparency Ordinance (Chapter 710 of the Revised Code of Consolidated City and County of Indianapolis/Marion County) to collect usage data from the Resident. In the event Owner requests such information from Resident, Resident shall take any and all reasonable steps necessary to timely provide the requested usage data for the time period requested by Owner.

14. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

**LANDLORD covers water up to \$15 per resident per month. Residents is responsible for all charges beyond the \$15 cap per month. Method 10: Landlord will remain the customer of record for the electric utility. The local electric utility provider measures utility usage in each apartment unit and bills Landlord directly for such charges. Electric charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each Resident's charge. Electric charges may include all utility and other miscellaneous charges included on the utility statement, that would be charged as though Resident were the customer of record, if allowed by the applicable laws. LANDLORD may estimate any and all utility charges above upon TENANT'S move-out (or at any other time) and such amounts shall be deemed final. TENANT is responsible for all setup, deposits, and activation fees of all utilities not paid for by LANDLORD. TENANT agrees to pay a monthly service fee in the amount of \$6 each month. This service fee is for administration, billing, overhead, sustainability initiatives, and similar expenses and charges. LANDLORD may estimate any and all utility charges above upon TENANT'S move-out (or at any other time) and such amounts shall be deemed final. TENANT is responsible for all setup, deposits, and activation fees of all utilities not paid for by LANDLORD. YOU AGREE that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities. If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_  
Resident Signature \_\_\_\_\_ Date \_\_\_\_\_  
Resident Signature \_\_\_\_\_ Date \_\_\_\_\_  
Resident Signature \_\_\_\_\_ Date \_\_\_\_\_  
Resident Signature \_\_\_\_\_ Date \_\_\_\_\_  
Resident Signature \_\_\_\_\_ Date \_\_\_\_\_  
Management \_\_\_\_\_ Date \_\_\_\_\_

**NOT A VALID FORM**  
**SAMPLE FORM**



Date: May 23, 2024  
(when this Addendum is filled out)

**Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.**

**1. APARTMENT DESCRIPTION.**

Apt. No. 25-A, 2036 Walnut  
St.  
\_\_\_\_\_ (street address) in  
Bloomington  
\_\_\_\_\_  
(city), Indiana, 47404 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: May 23, 2024  
Owner's name: Core SVA Bloomington Plato 1  
LLC

Residents (list all residents):

Model Unit A

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimelectularius) which may be discovered infesting the apartment or personal property in the apartment. You understand that we relied on your representations to us in this Addendum.

**4. INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

• YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

• YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

**5. ACCESS FOR INSPECTION AND PEST TREATMENT.**

You must allow us and our pest control agents access to the apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing, and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the apartment for a bed bug infestation on your own.

**6. NOTIFICATION.** You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the apartment.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**7. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the apartment. Any items you remove from the apartment must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**8. RESPONSIBILITIES.** You shall be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your apartment for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your apartment, you shall be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring apartments to your apartment, you shall be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other apartments. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.



## BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.





Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

**1. DWELLING DESCRIPTION.**

2036 Walnut St.  
\_\_\_\_\_  
(street address), 25-A (unit no. if applicable) in Bloomington (city), Indiana, 47404 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: May 23, 2024  
Owner's name: Core SVA Bloomington Plato 1 LLC  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Model Unit A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

**4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e. humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

**5. IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

**6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

**If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign here)*

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**Owner or Owner's Representative**  
*(Signs here)*

By:  
Title:

**Date of Lease Contract**

**May 23, 2024**

**NOT A VALID FORM**  
**SAMPLE FORM**



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Core SVA Bloomington Plato 1 LLC

Resident(s): Model Unit A

Apt. No./Address: #25-A, 2036 Walnut St., Bloomington, IN 47404

Lease Date: 05/23/2024

**I. GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.**

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right, except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and any other Community policies, rules and regulations ("Other Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the strictest terms of the Lease, this Addendum, or any Other Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to this Addendum and any Other Rules for use of any Amenity at any time with thirty (30) days notice to Resident prior to the effective date of any such changes.

**Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.**

**THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S) OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND ALL OTHER RULES, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.**

**II. POOL.** This Community  DOES;  DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

**IN CASE OF EMERGENCY DIAL 911**

**III. FITNESS CENTER.** This Community  DOES;  DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (3) \_\_\_\_\_ (5) \_\_\_\_\_  
 (2) \_\_\_\_\_ (4) \_\_\_\_\_ (6) \_\_\_\_\_

IV. **PACKAGE RELEASE.** This Community  **DOES;**  **DOES NOT** accept packages on behalf of Residents.

***For communities that do accept packages on behalf of its Residents:***

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. **BUSINESS CENTER.** This Community  **DOES;**  **DOES NOT** have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or any Other Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a seventy-two (72) hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to this Addendum, and all Other Rules concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 50 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Resident shall be solely responsible to take reasonable measures to prevent and cure the appearance of pests within the apartment (including, but not limited to, roaches, ants, bed bugs, spiders, rodents and other such pests). Resident shall keep the apartment clean and free of all matter that may attract such pests. Resident shall promptly notify Owner, in writing, of the presence of pests. Resident shall be liable to Owner for any damage or injury to person or property sustained by Owner, its agents or employees or by the apartment as a result of Resident's failure to comply with the terms, covenants or conditions of this paragraph. Any pest control fees incurred by Owners will be charged to Resident at the time of treatment and/or service. In addition, unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' apartment several times a year, in Owner's sole discretion and Owner's own cost as needed in Owner's judgment to prevent insect infestation. Owner's own actions to prevent infestation shall in no way relieve Resident of Resident's responsibilities to prevent and cure the appearance of pests within the apartment, as set forth above. Owner will notify Residents in advance of extermination in Residents' apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible to prepare the apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' apartment and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the apartment.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO  
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO  
EXTERMINATION AND THE USE OF INSECTICIDES**

- IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. WATER BEDS.** Resident shall not have water beds or other water furniture in the apartment without prior written permission of Owner.
- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on apartment. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

~~No grills are allowed anywhere on the property. Barbeques, grills, ecigs, smokers, or similar products are not allowed to be used or stored at the community at any time. Resident shall not install or use a bidet in the apartment.~~

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I have read, understand and agree to comply with the preceding provisions.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Owner Representative			
By: _____		_____	
Title: _____		Date _____	

NO-SMOKING ADDENDUM

Date: May 23, 2024 (when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. APARTMENT DESCRIPTION.

Apt. No. 25-A, 2036 Walnut St. Bloomington 47404

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 23, 2024 Owner's name: Core SVA Bloomington Plato 1 LLC

Residents (list all residents):

Model Unit A

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. DEFINITION OF SMOKING.

Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.

All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community.

enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any apartment or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 500 feet from the buildings in the apartment community, including administrative office buildings.

Smoking on balconies, patios, and limited common areas attached to or outside of your apartment is not permitted.

The following outside areas of the community may be used for smoking: This community is a tobacco- and smoke-free environment. The use of all forms of smoking, tobacco, and unregulated nicotine products is prohibited.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

All state and local laws and ordinances regarding smoking must be followed by you and your occupants, family, guests and invitees. Please be aware that such laws and ordinances may vary by county and city.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of

the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the apartment.

**9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.**

Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

**10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.**

You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

**11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.**

Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

**12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**This community is a tobacco- and smoke-free environment. The use of all forms of smoking, tobacco, and unregulated nicotine products is prohibited.**

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**SAMPLE VALID FORM**

**Resident or Residents**  
*(All residents must sign here)*

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**Owner or Owner's Representative**  
*(Sign here)*

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOT A**



**1. DWELLING DESCRIPTION.**

2036 Walnut St.  
\_\_\_\_\_  
*(street address),* 25-A *(unit no. if applicable) in* Bloomington *(city), Indiana,* 47404 *(zip code).*

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: May 23, 2024  
Owner's name: Core SVA Bloomington Plato 1 LLC  
\_\_\_\_\_  
\_\_\_\_\_  
Residents *(list all residents):*  
Model Unit A  
\_\_\_\_\_  
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**3. ADDENDUM APPLICABILITY.**

In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling, all common areas, all other dwellings on the property or any common areas or other dwellings on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

**4. CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident.

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
1. Engaging in any act intended to facilitate any type of criminal activity.
  2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
  3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Indiana and/or the Federal Controlled Substances Act.
  4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as

the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)

5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with Resident's dwelling.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

**5. CRIMINAL CONVICTION NOT REQUIRED.** Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction and proof of violation shall be by a preponderance of the evidence.

**6. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents** *(sign here)*

**Date of Signing Addendum**

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**Owner or Owner's Representative** *(signs here)*

**Date of Signing Addendum**

\_\_\_\_\_

\_\_\_\_\_





**1. APARTMENT DESCRIPTION.**

Apt. No. 25-A, 2036 Walnut  
St.  
\_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
Bloomington  
\_\_\_\_\_  
(city), Indiana, 47404 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: May 23, 2024  
Owner's name: Core SVA Bloomington Plato 1  
LLC

Residents (list all residents):

Model Unit A

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** By signing this Addendum, you wish for us to sign for and to accept U.S. mail and privately delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

**4. PACKAGE ACCEPTANCE.**

**A. Generally.** You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

**B. Limitations.** You understand and agree that we may refuse to accept any package for any reason or no reason at all.

**5. TIME LIMITATION.** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 14 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

**Resident or Residents** (All residents must sign)

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**6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.**

As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

**7. SEVERABILITY.** If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:  
**Must bring valid photo ID**

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**Owner or Owner's Representative** (Signs below)

\_\_\_\_\_  
\_\_\_\_\_  
**Date of Signing Addendum**  
\_\_\_\_\_



**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(Signs below)*

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**Date of Signing Addendum**

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NOT A VALID FORM  
SAMPLE



**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

<b>TENANT</b> Model Unit A	<b>LANDLORD</b> Core SVA Bloomington Plato 1 LLC	<b>UNIT NO. &amp; ADDRESS</b> 2036 Walnut St. #25-A Bloomington, IN 47404
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This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is 08/01/2023. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Landlord \_\_\_\_\_

Date \_\_\_\_\_

**1. APARTMENT DESCRIPTION.**

Apt. No. 25-A, 2036 Walnut St.  
 \_\_\_\_\_ (street address) in  
Bloomington  
 (city), Indiana, 47404 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: May 23, 2024  
 Owner's name: Core SVA Bloomington Plato 1 LLC

Residents (list all residents):

Model Unit A

This Addendum constitutes an Addendum to the above described Lease Contract ("Lease") for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** The Indiana Fair Housing Act allows the Owner to rent the apartment on the basis of a reasonable occupancy standard. An occupancy standard is presumed reasonable if:

- (1) it permits two (2) individuals per bedroom; and
- (2) the Owner:
  - (A) does not include infants less than one (1) year of age in the individuals per bedroom count under subdivision (1); and
  - (B) increases the number of individuals per apartment by considering whether the configuration of an apartment includes a:
    - (i) den;
    - (ii) library;
    - (iii) finished basement; or
    - (iv) loft;
 that could reasonably be used as a sleeping area, unless doing so would violate applicable state and local codes, including fire codes.

(c) The Owner is not required to consider a kitchen, dining room, living room, bathroom, hallway, or closet as a sleeping area.

**4. OCCUPANCY STANDARD.** Owner hereby adopts as Owner's Occupancy Standard the occupancy standard deemed presumed reasonable under the Indiana residential landlord tenant statute as set forth in paragraph 3 of this Addendum and that occupancy standard is hereby incorporated into and made part of this Addendum.

**5. REQUESTS FOR REASONABLE ACCOMMODATIONS.**

**A. Generally.** We will make reasonable accommodations in our Occupancy Standard to the extent that such accommodations may be necessary to give you an equal opportunity to use and enjoy your apartment and the public and common use areas at the property.

**B. Request for Accommodation.** If you, or someone acting on your behalf, would like a reasonable accommodation, please submit a request to us using our "Request for Reasonable Accommodation" form. If you would like assistance filling out this form please let us know and we will be glad to provide assistance. We will need to know what accommodation is being sought. In addition, if the accommodation is for a disability that is not obvious, we may ask for information that is necessary to evaluate the disability-related need for the accommodation. We will only request information that is necessary for us to evaluate your request, and we will keep all information you provide confidential.

**6. OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation from our Occupancy Standard as promptly as possible. If we deny your request for a reasonable accommodation, we will explain in writing the reason for our denial and we will discuss with you whether there are other accommodations that we could provide that would meet your needs.

If you have any questions about this policy, you should contact: State on Campus Leasing Office

by writing to:

State on Campus - Bloomington Leasing Office 2036 N Walnut St. Bloomington, IN 47404 P: (812) 334-2898 E: Li

**Resident or Residents**  
 (All residents must sign)

**Owner or Owner's Representative**  
 (signs below)

**Date of Signing Addendum**

**1. DWELLING UNIT DESCRIPTION.**

Unit No. 25-A, 2036 Walnut  
St.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
Bloomington  
\_\_\_\_\_  
(city), Indiana, 47404 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: May 23, 2024  
Owner's name: Core SVA Bloomington Plato 1  
LLC

Residents (list all residents - leaseholders and occupants):  
Model Unit A

Occupants:

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

**4. ENERGY EFFICIENCY.** The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

**Thermostat Settings.** During the winter months, Energy.gov (<https://www.energy.gov/>) recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

**Lighting and Light Bulbs.** Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

**Appliances.** We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

**Conserve Electricity.** Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

**5. WATER EFFICIENCY - REQUIREMENTS AND SUGGESTIONS.**

The following requirements and suggestions will help reduce overall water consumption at the Community.

**Requirements.**

Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.

- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

**Suggestions.**

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

**6. WASTE AND RECYCLING - REQUIREMENTS AND SUGGESTIONS.**

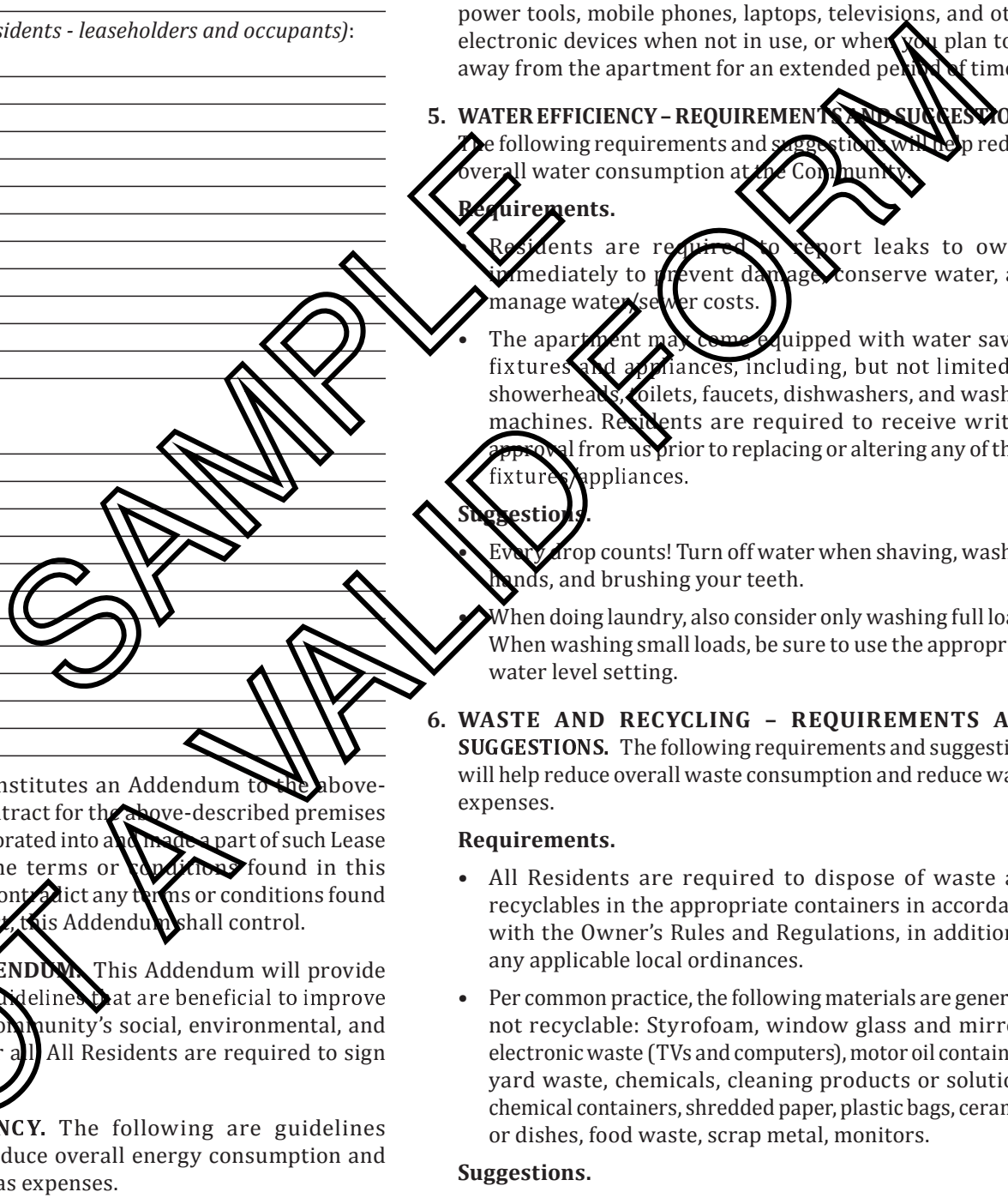
The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

**Requirements.**

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

**Suggestions.**

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit <https://www.plasticfilmrecycling.org> for additional information.
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.







**TENANT'S INSURANCE:**

TENANT shall acquire and maintain for the TERM of the LEASE a standard tenant liability insurance policy with liability coverage of at a minimum of \$100,000 per occurrence for TENANT'S legal liability for damage to LANDLORD'S property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage and such other coverages described in any addendum attached hereto (the Liability Policy"). TENANT'S Liability Policy shall name LANDLORD as an additional interest. In the event that TENANT fails to obtain, maintain and deliver to LANDLORD such written proof of the Liability Policy, LANDLORD shall have the right, but not the obligation, and TENANT automatically elects for LANDLORD to procure such policy coverage on TENANT'S behalf through the Landlord Required Insurance Policy ("LRIP"). In this event the TENANT will be charged a Landlord Required Insurance Policy Fee of \$13.95 per month and this shall be deemed to be additional RENT under the Lease and immediately due and payable by TENANT to LANDLORD.

**DAMAGE TO TENANT'S PROPERTY AND INSURANCE:**

LANDLORD does not provide any insurance coverage for TENANT'S property. Unless caused by the willful or grossly negligent actions of LANDLORD, or LANDLORD'S agent's or employee's, neither LANDLORD nor LANDLORD'S agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of TENANT or TENANT'S occupants, guests, licensees, invitees or agents due to fire, water, flooding, other casualty, act of God, or any other causes. TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO COVER THE PROPERTY. National Student Services, Inc. (<https://www.nssi.com/portal/sternrisk>) offers coverage through its Personal Property Protection Program which is being referred to in this LEASE merely for the convenience of TENANT as an example of such a program. LANDLORD makes no representations or warranties whatsoever regarding National Student Services, Inc. or its Personal Property Protection Program and TENANT is encouraged to speak with a qualified insurance professional about available coverages. TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD'S insurer for injury to any person and damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT or TENANT'S occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.