

Instructions:

- 1. Complete all yellow sections;**
- 2. Confirm any red lettered items;**
- 3. Delete this instruction section and change all yellow to no-color;**
- 4. Try to set payment dates a few days after the client's pay dates;**
- 5. tie the option agreement to same dates herein;**
- 6.**

LEASE AGREEMENT

This LEASE ("lease") is made and entered into this _____th day of _____ by and between **HALL FAMILY INVESTORS, LLC** (hereinafter called the "Landlord") and _____ (hereinafter called the "Tenant").

WITNESSETH:

Landlord and the Tenant agree as follows:

Landlord hereby leases to Tenant and Tenant hereby Rents from Landlord the residential premises commonly known as _____, IN _____ (hereafter "premises") commencing on _____, 2023 and ending on _____, 20__ ("lease term"), unless terminated sooner as provided herein.

In consideration for use of the above described residential premises under the terms set forth herein, Tenant hereby agrees to pay Landlord the sum of:

- A. **ONE THOUSAND ONE HUNDRED FIFTY Dollars (\$1,150.00) ("Rent")** Bi-Weekly during the lease term. Upon or prior to move-in, Tenant shall pay **One Thousand One Hundred Fifty Dollars (\$1,150.00)**. Two weeks after Lease commencement, the Bi-weekly Rent shall commence. The first bi-weekly Rent payment shall be pro-rated as appropriate. Rent shall be due every 14 days thereafter in advance.
- B. Landlord Credit Upon Purchase: Upon Tenant notifying Landlord in writing that Tenant desires to purchase the leasehold premises and per Landlord's then current price and terms (via executed Option Agreement or as otherwise provided in writing from Landlord), Landlord shall provide Tenant with a "credit against closing costs" of the purchase in an amount equal to \$50.00 per month of the Lease Term (not to exceed \$1,000.00 total), if and only if: (i) Tenant has not at any time during the lease term (as may be extended or modified) breached this Lease Agreement; and (ii) Tenant has not been late in payment past the due date twice or more during the lease term (by payment past the due date or otherwise); and (iii) Tenant is not in breach of any material term of this Lease Agreement (currently accrued at the time of notice or that would reasonably accrue based on the passing of time); and (iv) Tenant shall provide Landlord with an unconditional loan approval (with the only exception being clear title provided by Landlord) and proof of adequate equity/down payment to purchase the Leasehold premises from Landlord.
- C. The Rent amount shall increase by four percent (4%) beginning on the one year anniversary of the Lease Commencement date (_____) and four percent (4%) per year on all ensuing one year anniversary dates for all extensions of the term of this Lease Agreement. All Rent to be paid in advance without relief from valuation or appraisal laws. Tenant's full first month Rent (equal to two bi-weekly payments) shall be paid to the Landlord on or before the first day of the lease term, or on the day prior to the day on which Tenant shall move into premises, whichever shall occur first. If the Tenant shall move into the premises prior to the first day of the lease term, Tenant shall also pay, prior to such moving in, Rent pro-rated for the fractional period from the day on which the Tenant first moves into the premises to the first day of the lease term. Rent shall be paid by Tenant to Landlord electronically per terms made available to Tenant. Should Tenant fail to make electronic payments, Tenant may alternatively pay in the form of CASH or CERTIFIED FUNDS or WIRE TRANSFER at the address provided herein., however, in such case, a \$50.00 per transaction administrative fee shall also be due for processing such payment types. A grace period of two (2) days will be allowed for late payment of Rent without penalty. For each day Rent remains unpaid after said grace period (or Rent is cumulatively not paid current), the Tenant shall pay to the Landlord an administrative fee in the amount of Fifteen Dollars (\$15.00) per day. Said fee shall continue to be applicable daily during the period Rent is unpaid after any Breach of this agreement and shall accrue daily on each Rent payment while cumulative past due Rent is unpaid. The parties agree that the date Rent is paid shall be 1) receipt of payment (in form above) by 4:30pm CST on any business day. If after 4:30pm CST on Friday, Rent will be deemed received on Monday. If by electronic transfer, Rent shall be deemed received when it is posted on Landlord's bank account. If Tenant uses Landlord's drop-box, all parties agree that the time/date noted by Landlord as having received said monies shall be the agreed cut-off time. Landlord shall check the drop-box at 8:30am and by 4:30pm CST Monday-Friday. Any payments dropped off after 4:30pm on Friday shall be deemed received Monday at 8:30am CST. In all cases, Landlord's records shall be assumed to be evidence of

the timing of payment unless Tenant can prove otherwise by concrete evidence (Tenant testimony excluded). Prior to taking possession, Tenant shall transfer all utility services in Tenant's name. Included in the above Rent is an estimated real estate tax payment due on the property of \$300.00 per month. The amount of Rent owed, upon demand from Landlord, shall be automatically increased if the actual real estate taxes paid during the Lease Term are larger than the stated estimate above and shall be automatically decreased if the actual real estate taxes paid during the Lease Term are smaller than the above estimate. In any case, upon Lease Expiration or Termination (including execution of the Option Agreement), Tenant shall pay Landlord the difference between the actual real estate taxes paid during the Lease Term and the above estimate if the actual expense is greater than the estimate (or Landlord shall rebate Tenant the difference between the actual real estate taxes paid and the estimate if the estimate is larger than the actual amount paid). All payments received by Landlord shall be applied in the following order: 1) toward any Option Premium due under Option Agreement in force between the parties; 2) To Penalties, Interest, Fees, Damages, HOA Dues, Insurance Payments and Reimbursements, 3) To Past Due Rent, 4) To Rent currently due. Tenant shall not have the right to set-off payments due under this Lease against any claims made against Landlord.

- D. **SECURITY DEPOSIT:** Tenant shall pay to the Landlord as a security deposit the sum of **FIVE HUNDRED DOLLARS (\$500.00)** ("security deposit") to secure the full and faithful performance by the Tenant of all of his or her duties and obligations under this lease. Payments received upon inception of the Lease shall be applied in the following order: 1) All application fees and reimbursements; 2) all Option Premiums due under any Option Agreement in force between the parties; 3) First Rent payment (equal to one bi-weekly payment unless otherwise stipulated above); 4) Security Deposit. All the above monies shall be paid in full prior to Tenant receiving keys to the Premises. If all the covenants and conditions herein are complied with by the Tenant, the security deposit shall be refunded to the Tenant within the time limits provided for under relevant Indiana statutes after the Tenant has provided a written forwarding address and evidence that all utilities, etc have been paid current. Provided, however, Landlord may apply said security deposit to set-off any claims which Landlord has as set forth in Indiana Code § 32-31-3-12 in accordance with the procedures set forth in Indiana Code §§ 32-31-3-1 et. seq., or as amended from time to time. Indiana Code § 32-31-3-12 requires Landlord to deliver the above notice to Tenant not more than forty-five (45) days after "termination" of the Rental agreement AND "delivery of possession". Further, Landlord shall not be liable under that chapter until the Tenant supplies the Landlord in writing with a "mailing address" to which to deliver the notice and information prescribed by that section. It is herein agreed by the parties that for the use within this Lease Agreement, the interpretation of the terms "termination", "delivery of possession", and "mailing address" shall be as noted below: a) The date of "termination" as used in § 32-31-3-12 shall be the earlier of: i) as defined in paragraph 19 herein, or ii) the date of "delivery of possession" noted in paragraph 2 below, or c) the expiration date of the Lease; 2) The term "delivery of possession" as used in § 32-31-3-12 shall be the later of: i) the date that Tenant returns their keys of the leased premises to Landlord's office, in person, and executes a written statement to Landlord that they have turned over the premises on that date; ii) the last day that the Tenant makes any repairs to the premises (which may be after moving out); iii) the date that Tenant has moved ALL its belongings out of the premises and has so notified Landlord in writing of the same; c) The term "mailing address" as used in § 32-31-3-12 shall mean the new mailing address where the Tenant has or shall move to from the leased premises.
- E. Additional Rent due hereunder. Tenant shall pay when due (or reimburse Landlord if applicable) all costs of utilities, Property Owner's Association costs, and refuse removal related to the Premises and in no case shall Tenant allow for utility services to be turned off or terminated at any time during the term of this Lease. Tenant is responsible for obtaining a copy of all Property Owner's Association rules regulating the premises, shall obey all rules and regulations there under, and shall be responsible for all expenses including fines for breach of said rules and regulations. Any fees charges by any municipality directly, whether directly to Landlord or otherwise related to Landlord's ownership of the premises and/or provision of services to Tenant shall be reimbursed by Tenant upon request by Landlord. Any assessments, association dues, penalties, fines, or fees related to same shall be paid directly by Tenant to said party when due or to Landlord upon Landlord's written request.
- F. Tenant has deposited the sum of **FIVE HUNDRED DOLLARS (\$500.00)** toward the deposit, receipt of which is hereby acknowledged. The remainder of the deposit, if any, together with the Tenant's full first month Rent (two bi-weekly payments) shall be paid to the Landlord on or before the first day of the lease term. Landlord's notice to Tenant of any damages, expenses, or offset against the above Security Deposit shall never be assumed to be all inclusive and in any way restrict Landlord's collection of other monies owed by Tenant under this Agreement whether currently known or later discovered by Landlord.

1. **CONDITION OF PREMISES.** The Tenant has examined the condition of the premises and acknowledges that the same are received in good order and repair, in new condition or "like new condition" where no aesthetic defects are noted except as noted in this agreement or on a pre-move in inspection report signed by the Tenant and Landlord. If Tenant is presented with and refuses to sign the pre-move in inspection report provided by Landlord, then Tenant agrees that Landlord's signature shall provide reasonable evidence of the status of the premises at that time. For considerations documented herein and within

related documents, upon termination of this lease, the Tenant shall peaceably surrender possession of the premises to the Landlord in as good condition as it is now or as may be hereafter put into by the Landlord without consideration for ordinary wear and tear.

2. **USE OF PREMISES.** The Tenant shall use the premises exclusively as a private residence and exclusively for lawful purposes and the Tenant shall not use or allow the premises to be used for any other purpose or do or permit to be done any act that will invalidate the insurance or increase the rate of insurance thereon. For example, Tenant shall NOT utilize any commercial cooking equipment, a trampoline, playground equipment, inflatable play equipment, or a swimming pool on the premises. The Tenant shall not create or maintain any nuisance of any kind upon the premises. The Tenant, his agents, servants, or visitors shall not cause or make any unreasonable, improper or untimely noise on the premises or interfere in any way with or disturb other residents or neighbors and shall not perform any acts or carry on any practice which may injure the reputation of the owner or be of nuisance or menace to other residents. The Tenant shall not store boats, recreational vehicles or vehicles which are inoperable on the premises or any personal property outside the walls of the living premises. The Tenant shall obtain and maintain at all times a Renter's insurance policy in an amount of at least \$500,000.00 for General Liability and personal goods naming Landlord as Additional Insured. Prior to occupancy, prior to expiration or renewal, and upon notice from Landlord, Tenant shall provide Landlord with written evidence of the above insurance policy. During any period that Tenant has not provided Landlord evidence of such policy (or after 5 business days of request for evidence by Landlord) or during any time that a previously provided policy has expired and evidence of renewal has not been provided to Landlord in writing, then Tenant shall compensate Landlord, for Landlord's additional risk and/or cost of maintaining General Liability coverage, the greater of 1)a non-compliance fee of \$50.00 due on each bi-weekly Rent payment date, payable contemporaneously with each bi-weekly Rent payment or 2) the actual cost of Landlord obtaining an additional \$500,000 General Liability policy with Landlord's insurance vendor ("Additional Insurance Cost"). Tenant can cancel the accrual of the Additional Insurance Cost at any time by delivering the required proof of insurance and in that case. Effective, one business day after receipt of Tenant providing such evidence of coverage the Additional Insurance Fee will be pro-rated based on a 30 day month. Failure by Tenant to obtain and maintain Renter's Insurance shall be a breach of this Lease and shall result in Tenant therein waiving all claims against Landlord of every type and nature for any casualty causing injury or damages on the premises. Tenant herein indemnifies, holds harmless and defends Landlord from any claim for damages that may have been coverage by a Tenant insurance policy. Under no circumstances shall Landlord be liable for Tenant's loss of personal items or to personal injury sustained by Tenant or Tenant's guests and Tenant herein agrees to indemnify, hold harmless and defend Landlord for same. Tenant shall obey and comply with all covenants and/or subdivision rules and/or municipal, state, and federal ordinances and laws. Tenant is responsible for obtaining all HOA or local municipality requirements of residence at the premises. Tenant shall hold Landlord harmless and shall indemnify and defend Landlord from any liability related to Tenant's failure to meet its obligations hereunder.
3. **CARE OF PREMISES.** The Tenant further covenants and agrees to take excellent care of the premises hereby leased, and the fixtures, appliances and furnishings of same, and to commit and suffer no waste of any kind therein and to make no changes or alterations without the prior written consent of the Landlord. Tenant shall pay for all repairs required to be made to the premises to return the premises to its condition upon onset of this Lease, including but not limited to the fixtures, appliances and furnishings of same, and resulting from the use, misuse, neglect, carelessness, misconduct or fault of the Tenant or Tenant's agents, servants, or guests. Tenants may complete a pre-move in inspection and except for the items noted on said inspection, Tenant asserts that the premises was in new condition or "like new condition" where no aesthetic defects are noted except as stated in this agreement or on the pre-move in inspection report prior to occupancy. The walls, ceilings and woodwork shall not be marred by the Tenant driving nails or screws or by otherwise defacing the same. Tenant shall use picture or other non-damaging molding or devices for hanging all pictures. The walls shall be kept in a fresh professionally painted and non-marred condition. If painting is required, and if touch up does not blend so as to not be a visible repair, the walls and woodwork will be professionally repainted at Tenant's cost. When repainting is required, Tenant shall contact Landlord's office and obtain the vendor, manufacturer, and color code that was originally used to paint the premises. There is no guarantee that said paint will be an exact match to the existing wall color and sampling may be required. The flooring shall not have any stains, spots or wear and shall be maintained in a professionally steam cleaned condition. Tenant shall have the carpet professionally steam cleaned by a third party no less than quarterly and maintain a receipt proving same. Failure to do so may void the carpet warranty. If the carpet warranty is voided, then regardless of evident damage, Tenant shall compensate Landlord with 1/3 of the estimated cost of replacing the carpet with new, similar grade carpet. If the flooring cannot be returned to its original condition by professional cleaning, (no spots or stains greater than 1" in diameter) or any stains cannot be readily removed by professionally cleaning, the Tenant shall replace the effected room(s) carpet and pad. Nothing shall be placed or hung on the outside of the building or on the windows, window sills, balconies, or projections, and no signs or advertising notices shall be placed on any part of the building or on the doors or balconies of Tenant's premises. Tenant shall not erect any television or radio antenna upon the roof or elsewhere on the premises. Tenant shall not place or allow any salt, oil, or other corrosive material to be put on the concrete surfaces. Tenant shall not put any rubber mats on vinyl floors as such may cause a discoloration. Tenant shall NOT smoke or allow smoking within the interior of the premises or use of candles which may stain the paint and attach an odor. If it is determined that smoking/candles has occurred inside the leased premises, then Tenant shall be responsible for all costs to remove all odors

and/or smoke stains therein. Tenant shall immediately notify Landlord of any noticeable water flow which, by going un-repaired, could cause damage or additional damage to the premises. As used above, "water flow" shall be defined as evidence of any flow of water which the common person should be aware of through occupancy of the premises and routine inspection thereof which could lead to damage of the premises. In the event Tenant fails to immediately notify Landlord of such an occurrence, Tenant shall become liable to Landlord for all resulting expenses incurred by Landlord in repairing all damage from the water, regardless of Tenant fault or cause. The backing up of toilets and/or sinks shall be presumed caused by Tenant's non-maintenance unless proven otherwise.

4. Landlord may, at a minimum, inspect the premises for needed repairs on a quarterly basis. Tenant shall provide a one-hour inspection period during business hours (between 8am-5pm cst) within five business days of request by Landlord. If Tenant does not provide said approval, then Tenant herein explicitly grants Landlord the right to enter the premises and inspect same. In such case, Landlord shall provide a note at the premises advising Tenant of such inspection. If Landlord determines at any time that repairs or maintenance (including lawn/exterior maintenance) is required in order to maintain the premises in the condition required by this lease, then Tenant explicitly grants Landlord the right to immediately enter the premises and commence said repairs/maintenance without need for authorization by Tenant. Tenant acknowledges that the term "Tenant Repairs" shall include but not be limited to any and all visual or other defects created during the term of this Lease Agreement that are required to be fixed by Tenant ("Tenant Defects") in order to restore the premises to its status immediately prior to the occupancy by Tenant. Tenant shall be responsible for maintaining the premises in a clean and sanitary condition, free of Tenant Defects, and shall monitor and eliminate any insect or animal infestations. Except for an emergency repair wherein immediate action is required by Tenant to remedy an issue, upon notice from Landlord that a Tenant Defect exists, Tenant shall within five (5) days make the necessary Tenant Repairs (unless a longer term is provided by Landlord). After that time, Landlord shall have the right, but not obligation, to enter the premises and complete any incomplete Tenant Repairs. Upon delivery of a list summarizing the total costs of any Tenant Repairs made/or to be made by Landlord, Tenant shall pay to Landlord said amount within five (5) business days, and said monies owed shall be treated as additional Rent.
5. Tenant required routine maintenance and agreed damages for Tenant non-performance shall include but not be limited to: 1) monthly replacement of furnace filters, \$25.00 each occurrence; 2) detachment of all hoses from exterior hose bibs, turning off all water to hose bibs inside, and draining all hose bibs prior to the first freezing temperatures in the Fall-\$50 each plus damages; 3) replace all smoke alarm batteries in the Spring by April 1st and prior to move out, \$5.00 each, 4) quarterly have a third party professionally clean the carpeting, \$50.00 each plus damages. Tenant must maintain and provide upon request proof of its compliance with the above listed maintenance items.
6. WAIVER OF "ORDINARY WEAR AND TEAR". Tenant herein acknowledges that as consideration for Landlord entering into this Lease Agreement, Tenant herein waives the standard of "ordinary wear and tear" as a standard of Tenant responsibility for care to the Premises. Tenant explicitly approves and understands the level of care, maintenance and rules of use of the premises herein. The Premises is a new or newer construction property and leased solely subject to the above understanding. As additional consideration from Landlord, upon request by Tenant, Landlord shall offer to Tenant an Option Agreement providing terms for Tenant's purchase of the Premises with the possible provision of a "credit at closing" as described above.
7. ACCESS TO PREMISES BY LANDLORD. Landlord, Landlord's agents, Landlord's prospective tenants, and purchasers or mortgagees shall be permitted to inspect and examine the premises at all reasonable times and Landlord shall have the right to make any repairs to the premises which the Landlord may deem necessary and as noted above. Tenant shall not at any time change the locks or otherwise inhibit Landlord's free access to the premises. Nothing contained in this lease shall be construed as imposing any duty to repair on the Landlord, except those repairs which are necessary to maintain the habitability of the premises. If Landlord makes repairs beyond its responsibility it shall no way be a precedent for additional repairs beyond its responsibility. Tenant shall notify Landlord in writing requesting any repairs it feels are Landlord's responsibility. Except for Emergency Repairs wherein Landlord fails to respond within 24 hours after Landlord's receipt of notice, Tenant shall NOT make any repairs that are Landlord's obligation without giving Landlord every reasonable opportunity for doing same. If Tenant does make Landlord repairs without first providing Landlord that opportunity, Landlord shall not owe Tenant reimbursement for same and Tenant shall be obligated to correct any work that is anything less than the quality of the item prior to Tenant's occupancy. If Landlord is not able to contact Tenant visavi telephone numbers and/or email addresses on file for any period exceeding three (3) days, then Tenant herein grants Landlord the right to enter the premises to conduct a "wellness check" and to check and document the physical status of the premises. Having given or received proper written notice of termination of this lease, Tenant shall cooperate in arranging reasonable periods of time during which Landlord may show the premises to other potential Renters without being interrupted by Tenant and Tenant shall expeditiously meet with Landlord to conduct an inspection of the status of the premises after Tenant has moved out and final cleaned the premises. If Tenant fails to meet with Landlord to provide said post-move-out inspection, then all damages documented by Landlord thereafter shall be assumed to be the fault of Tenant as if they had occurred during the tenancy and any reasonable evidence documenting said damages presented by Landlord shall be assumed accurate.
8. LANDLORD'S NON-LIABILITY. All property of every nature and kind that the Tenant stores or uses on the premises, or around the premises in the driveway or storage units provided, shall be stored or used at the Tenant's risk exclusively and the

Landlord shall not be liable to Tenant for any damages or loss of any property in or about the premises, from any cause whatsoever. Tenant hereby covenants to indemnify and hold harmless the Landlord against any loss, damage, accidents or injuries which may be sustained in any manner by Tenant, his family, agent, servants, licensees or guests. The indemnity and hold harmless shall be applicable and fully operative notwithstanding Landlord's own negligence.

9. **ASSIGNMENT OR SUBLET.** Tenant shall not assign, mortgage, encumber or transfer this lease in whole or in part, or sublet the premises or any part thereof, nor grant a license or concession in connection therewith, without the prior written consent of the Landlord which may be withheld in Landlord's absolute discretion. Such written consent, if approved by Landlord, will in no event relieve the Tenant of any of the covenants, agreements, or obligations imposed upon the Tenant by this lease. This prohibition shall include any act which has the effect of an assignment or transfer and which occurs by operation of law, except any transfer or assignment resulting from the death of the Tenant, if a natural person. Landlord may assign, sell, or otherwise encumber this agreement without requiring the consent of Tenant.
10. **SUBORDINATION TO MORTGAGES.** This lease shall be subject and subordinate at all times to the lien of mortgages, deeds of trust, and financing statements upon the leased property currently existing or which may be made in the future, and to any renewal, modification, consolidation, replacement and extension of any such existing or future mortgages, deeds of trust and financing statements. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant shall nevertheless execute and deliver any further instruments subordinating this lease to the lien of any such mortgages, deeds of trust or financing statements as may be required by the mortgagee. The Tenant hereby appoints the Landlord as his/her attorney in fact, irrevocably, to execute and deliver any such instruments on behalf of the Tenant.
11. **Financial Reporting:** Tenant shall obtain and maintain a Credit Karma account and provide Landlord with a password to routinely review same prior to occupancy. Tenant herein agrees to provide Landlord open access to said Tenant CreditKarma account and update Landlord of any/all login changes expeditiously. Within 10 days of Landlord request, Tenant(s) shall annually provide Landlord with 1) a current credit report from either TransUnion, EquiFax, or Experian, 2) copies of current pay stubs and W2's dated within thirty days of request, and 3) copy of bank statements for the most recent 60 day period.
12. **PRORATION OF RENT.** The Parties hereto agree that in the event the Landlord is unable to deliver possession of the premises within the terms as herein provided, then Rent shall abate pro tanto until possession is delivered and such Rent abatement shall be the sole remedy of the Tenant and shall be agreed liquidated damages for failure to make timely delivery.
13. **FIRE OR CASUALTY.** Should the building or the premises suffer damage to the extent that re-building or repairs cannot be completed within 90 days from the date of fire or other cause of damage, this lease shall terminate and the Tenant shall be allowed an abatement of Rent from the date of such damage or destruction. However, if the damage is such that re-building or repairs can be completed within 90 days, the Landlord may, at its option, make such repairs with reasonable promptness and allow Tenant an abatement in the Rent for such time as the building is untenable, and the Tenant covenants and agrees that the term of this lease shall not be otherwise affected.
14. **CONDEMNATION.** If the whole of the property on which the premises are located, or such portion thereof as will make the property and/or the premises unsuitable for the purpose herein leased, is sold under threat of condemnation or is condemned for any public use or purpose by any legally constituted authority, then in either of such events this lease shall cease and terminate from the time when possession is taken by such public authority and Rental shall be accounted for between the Landlord and the Tenant as of the date of the surrender of possession. Tenant shall have no claim against Landlord or the condemning authority for the unexpired term of this lease.
15. **RENEWAL, HOLDOVER, & MOVEOUT.** This lease shall automatically be renewed for successive terms of One Year (365 days) each, on the same terms and conditions contained herein unless the Tenant shall give the Landlord notice in writing at least ninety (90) days prior to the end of the lease term or Landlord shall give Tenant notice in writing at least thirty (30) days prior to the end of the lease term, that they are terminating this lease as of expiration of the lease term. When this lease is terminated, the Tenant shall vacate the premises on or before the last day of the lease term. Time shall be of the essence and the Landlord may use any legal or other remedies to evict the Tenant and to collect damages for any delays of the Tenant. During any holdover period beyond the expiration or termination date, RENT shall accrue at a daily rate of One Hundred Sixty Five Dollars (\$165.00) per day. If Tenant holds the premises over the lease term, additional damages to Landlord from Tenant shall include but not be limited to lost third party Rents, damages due to interruption of third party contracts for the premises, and attorney's fees. Said damages shall not be less than one month's Rent (two bi-weekly Rent payments).
16. Prior to vacating the premises, Tenant shall notify Landlord in writing at least seven (7) days in advance to provide Landlord adequate time to inspect the premises and coordinate the change of utilities, etc. into Landlord's name without interruption. Tenant shall not terminate any utilities effective prior to the lease expiration date. During Landlord's pre-move out inspection, Landlord may provide Tenant with a list of Tenant Repairs required to be made. Tenant shall have until the move-out date to complete all said Tenant Repairs. Tenant acknowledges that if Tenant fails to notify Landlord as noted above, then Tenant shall be liable for any damages incurred by Landlord as a result therefrom including but not limited to weather or water damage due to the interruption of utilities.
17. **PETS & SMOKING.** Tenant shall keep no animals or pets on the premises without the express written permission of the Landlord, which written permission shall be revocable by the Landlord at any time. In addition, no animals or pets shall be kept on the premises without a deposit and monthly fee for same being paid to the Landlord, which deposit and fee shall be

Tenant also agrees to pay reasonable attorney fees in the event it becomes necessary for the Landlord to employ an attorney to force the Tenant to comply with any of the covenants, obligations or conditions imposed by this lease. Further, Tenant herein agrees to pay Landlord a fee in the amount of \$50.00 per check draft given by Tenant to Landlord which subsequently "bounces" due to insufficient fund availability, and for all other damages available under Indiana law with respect to drafts delivered resulting in insufficient funds availability. Tenant shall pay all amounts due to Landlord within ten (10) days after notice by Landlord of said amount being payable. Interest shall accrue at the rate of one and one-half (1.5) percent per month added to any/all accounts due to Landlord over ten (10) days old except Rent (since Rent shall continue to accrue at a \$15.00 per diem penalty).

- 24. **TERMINATION.** The Landlord may, in its discretion, deem the lease terminated by the Tenant upon certain acts of the Tenant including, but not limited to, the Tenant submitting or making material false statements in any documents submitted to Landlord or the Tenant's failure to remedy any default for a period of over thirty (30) days and/or the Tenant's abandonment of the premises prior to the normal expiration of the lease term. If the Landlord deems that the Tenant has terminated the lease prior to the normal expiration of the lease term, the Landlord shall be entitled to all of those rights and damages provided in paragraphs 8 and 9 plus all other rights under law.
- 25. **MISCELLANEOUS.** The terms "Landlord" and "Tenant" shall be construed in the singular or plural. It is expressly agreed by the Tenant, as material consideration for the execution of this lease, that there are, and were, no verbal representations, understandings, stipulations, agreements or promises pertaining to this lease not incorporated in writing herein. It is further agreed that this lease shall not be altered, waived, amended or extended unless done so in a writing agreed to by the parties. In no event shall Tenant change the keys or otherwise prevent Landlord from entering the premises after reasonable notice. Further, the Tenant shall be given (2) keys to the main door of the premises and (1) garage door opener. Upon termination of the lease term, the Tenant shall immediately return all keys & garage door openers delivered to the Tenant back to the Landlord and execute a written statement to Landlord that they have turned over the premises on that date. In the event the Tenant loses a key or opener during the term of the lease or the Tenant fails to return any keys or openers immediately at the termination of the lease term, the Tenant shall be obligated to pay to the Landlord the sum of \$30.00 per key and \$40.00 per garage opener, which sum shall represent the replacement cost of the missing item. Each Tenant herein grants the other Tenant a Power of Attorney to execute documents on their behalf related to rights under this Lease Agreement. Landlord may rely upon the individual signature and/or facsimile signature submitted by any individual Tenant party to this Agreement.
- 26. **NOTICES:** All written notices shall be mailed exclusively using first class mail, certified mail, or hand delivered, if to Landlord: **4259 E. LINCOLN HWY., Merrillville, IN 46410**, and if to Tenant: to the "premises" address.
- 27. **ADMINISTRATION.** Should tenant require any research or paper copies made, beyond Landlord emailing a copy of all executed documents, then Tenant shall pay \$40/hour for administrative services plus \$.10 per copy made upon written request by Tenant.
- 28. **UTILITIES.** All utilities, including but not limited to sewer, electric/gas, water, garbage pick up and disposal, shall be paid by the Tenant. Prior to the Tenant's vacation of the premises, Tenant shall provide written documentation from each utility company or service that the Tenant's utilities have been paid in full. In no case shall Tenant terminate any utility prior to the Expiration date of this Lease. Utilities also include any assessments and/or fees directly billed to landlord tied to the specific leased premises.
- 29. **APPLIANCES.** The following appliances are provided to the Tenant by the Landlord. Such appliances are being provided as an accommodation by the Landlord to the Tenant and such accommodation shall not be construed as a duty to maintain or replace such appliances. To the extent that any repair is necessary to maintain the following appliances, such repair shall be undertaken at the Landlord's discretion. All appliances are being provided as a courtesy and NOT in consideration of Rent paid.

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- a. Dishwasher _____
 - b. Microwave _____
 - c. Window treatments _____
 - d. toilet/towel hangers _____
 - e. garage opener _____
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- 30. **GARBAGE.** All garbage shall be stored about the premises in plastic containers with lids provided by the Tenant in such a way as to prevent damage to the premises and nuisance to other tenants and neighbors.
- 31. **QUIET ENJOYMENT.** All tenants on the premises are entitled to hold the premises peacefully, quietly and to enjoy the premises for their respective lease terms. To the extent that any tenant interferes with the quiet enjoyment of any other tenant, the interfering tenant's actions shall be deemed a violation of the terms and conditions of this lease and shall subject the interfering tenant to an action for immediate eviction.
- 32. **MINOR REPAIRS.** The Tenant shall be responsible for making repairs which, per occurrence, cost less than Fifty Dollars (\$50.00) to repair ("minor repairs"). The Landlord shall only reimburse the Tenant for expenses incurred by the Tenant in

making such minor repairs if the Tenant has attained written authorization from the Landlord to make such repair in advance and the Tenant provides the Landlord with a written receipt for the incurred expense of such repair. Each such written authorization provided by the Landlord to the Tenant shall include a maximum cost which the Landlord agrees to reimburse the Tenant and the Tenant agrees to be bound by that maximum amount of reimbursement/cost.

33. **OPTION TO PURCHASE.** Contemporaneously, the Landlord and Tenant may have executed a separate Option to Purchase, which gives the Tenant the right to purchase the premises upon the terms and conditions contained in that document. It is agreed that any default by the Tenant under this lease or under the Option to Purchase shall also constitute a default under both instruments. If an Option Agreement is executed, in no case shall Occupancy occur unless and until the entire Option Fee has been paid in full. Regardless, Rent shall become due and payable starting on the Commencement Date.
34. **FAIR HOUSING. TENANT IS HEREIN INFORMED THAT IT IS LANDLORD'S POLICY AND PRACTICE TO**
A) CARRY OUT AN AFFIRMATIVE PROGRAM TO ATTRACT ALL MINORITY AND MAJORITY GROUPS TO IT'S HOUSING FOR INITIAL SALE OR RENTAL. SAID PROGRAM INVOLVES PUBLICIZING TO MINORITY PERSONS THE AVAILABILITY OF HOUSING OPPORTUNITIES REGARDLESS OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, THROUGH THE TYPE OF MEDIA CUSTOMARILY UTILIZED BY LANDLORD; B) MAINTAIN A NONDISCRIMINATION HIRING POLICY IN RECRUITING FROM BOTH MINORITY AND MAJORITY GROUPS; AND C) INSTRUCT ALL EMPLOYEES IN WRITING AND ORALLY IN THE POLICY OF NONDISCRIMINATION AND FAIR HOUSING. TENANT AGREES THAT IF TENANT HAS ANY CONCERNS OR COMPLAINTS RELATED TO FAIR HOUSING, THAT TENANT WILL DIRECT SAID INFORMATION IN WRITING TO THE ATTENTION OF HALL FAMILY INVESTORS, LLC, AT LEASE 30 DAYS PRIOR TO MAKING ANY THIRD PARTY COMPLAINTS IN ORDER TO ALLOW LANDLORD TO RESPOND AND ADDRESS STATED CONCERNS.
35. **THE UNDERSIGNED TENANT(S) HEREBY ACKNOWLEDGE(S) THAT LANDLORD HAS PROVIDED THEM THE OPPORTUNITY TO REVIEW THIS AGREEMENT IN ITS ENTIRETY AND TO HAVE A THIRD PARTY OF TENANT'S CHOICE REVIEW THIS AGREEMENT. BY THEIR SIGNATURE(S) BELOW, TENANT(S) ACKNOWLEDGE THAT THEY HAVE BEEN INFORMED OF AND FULLY UNDERSTAND ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT THEY VOLUNTARILY EXECUTED THIS AGREEMENT FREE FROM DURESS AND UNDUE INFLUENCE.**
36. In the event any word, paragraph, or provision of this agreement is held to be unenforceable, void or voidable as being contrary to the law or public policy of the United States or any other jurisdiction entitled to exercise authority hereunder, all remaining provisions shall nevertheless continue in full force and effect. If more than one individual is a party to this agreement as a tenant or purchaser, then unless otherwise specified herein, any single individual party that is a tenant or purchaser shall have binding authority to a Failure of Tenant to provide two separate appointment times and dates that it will allow Landlord to inspect the premises, within five days of written request by Landlord shall be a default by Tenant. ct unilaterally on behalf of all other tenants or purchasers and is hereby granted a general power of attorney on behalf of all other tenants or purchasers in all matters in corresponding with Landlord related to this agreement. Landlord may rely upon the signature of any individual party, including facsimile signatures, as that party having authority to bind all Tenants. Should Landlord voluntarily exceeds its responsibilities for good will or other, in no case, shall such act be construed to bind Landlord to any ongoing responsibilities outside the terms of this Lease.
37. **Termination due to purchase by Tenant:** It is herein agreed by both parties that should Tenant purchase the Premises from Landlord, the Lease Maturity Date shall be accelerated to the date of the closing of the purchase.
38. **OTHER TERMS:** ___ All prior agreements between the parties not amended herein (inspections, walk-throughs, landscape maintenance agreements, release of information agreements, etc. shall remain in full force and effect.

OPTIONAL LANGUAGE THAT MAY APPLY:

Tenant understands and acknowledges that there is a current tenant in possession of the premises who has advised Landlord that they desire to move out immediately. Said tenant has already begun said move out. Tenant understands that the Leased Premises is under construction and that the target completion date is estimated to match the stated Commencement Date. The final Commencement Date shall be the later of 1) the date stated herein, or 2) the date that the Premises is available for occupancy by Tenant. Tenant shall hold Landlord harmless from any damages from any delay caused by said tenant for any delay from the

stated Commencement Date herein. Tenant shall hold Landlord harmless from any damages from any delay in Landlord obtaining possession and the Commencement Date shall be the later of the stated date and the date Landlord obtains possession.

Tenant shall pay Rent and other payments **in care of HALL FAMILY INVESTORS, LLC** to: 4259 E. LINCOLN HWY., Merrillville IN 46410

The undersigned Tenant(s), have carefully read, understand and agree to the terms and conditions of this lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the DAY OF , 2023.

TENANT: _____ TENANT: _____

LANDLORD: _____

By: _____