

# **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter referred to as "Lease") is made and entered into this 1st day of XXXX, 2025, by and between DCR Properties, LLC (hereinafter referred to as "Landlord") and XXXXXX XXXXXXXX (hereinafter referred to as "Tenant").

1. **PREMISES.** Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at XXXX XXXXXX Lane, Indianapolis, Indiana XXXXX (hereinafter referred to as "Premises").
2. **TERM.** This term of this lease shall be for Twelve (12) months and, if any, the preceding days as written herein, that will commence on the 1st day of XXXX, 2025, and thereafter until the 30th day of XXXX, 2025, unless terminated at another time as herein provided.
3. **LEASE PAYMENTS.** Tenant agrees to pay Landlord as rent the sum of XXXXX Dollars (\$00,000.00), without notice and without set off or demand, in payments of XXXX Dollars (\$0,000.00) per month, due and payable in advance, on the first day of each and every month. Rent prorated for any partial month shall be prorated based on a thirty (30) day month and shall be due in advance.
4. **SECURITY DEPOSIT.** Prior to Delivery of Possession of the Premises, Tenant shall pay Landlord, in trust, a security deposit of XXXX Dollars (\$0,000.00) to be held and disbursed for Tenant damages to the Premises, if any, and/or fulfillment of Lease obligations as provided by law and by conditions herein this Lease. **TENANT UNDERSTANDS THAT SUCH SECURITY DEPOSIT IS NOT, AT ANY TIME, TO BE CONSIDERED A RENTAL PAYMENT OR TO BE APPLIED TO ANY RENTAL INSTALLMENT.** The entire security deposit or portion due per the conditions herein shall be returned within forty-five (45) days (or as dictated by law) after:
  - (a.) Satisfactory termination of this Lease
  - (b.) A forwarding address is received by the Landlord
  - (c.) Upon return of all keys and other items (such as but not limited to garage door openers, padlocks, etc.)
  - (d.) The Premises is returned in good and satisfactory condition as written herein including all fixtures and appliances
  - (e.) No other charges such as but not limited to repair or utility charges are owed to the Landlord by the Tenant. In the event of breach or default of this agreement by the Tenant in respect to any terms in this Lease, Landlord may apply such sum or any part thereof to any costs, damages, losses, or injuries otherwise due and then may reimburse or charge the Tenant the difference. In the event of sale of the premises, Landlord shall have the right to transfer Tenant's security deposit to the purchases for the benefit of the Tenant and the Landlord, and it assigns, and in that event, Landlord shall be considered released by Tenant from all liabilities for the return of such security deposit.
5. **LATE PAYMENT.** Tenant further agrees to pay a late charge of ten percent (10%) or ten dollars (\$10) per day, whichever is greater, of the lease payment and other charges for each day rent and/or other charges is not received after five (5) days to the Landlord regardless of the cause, including dishonored checks, time being of the essence.
6. **PAYMENT FORM.** All payments made to Landlord must be in US Dollars and in certified funds (Certified Personal/Business Checks, Money Orders, Official/Cashier's Checks, or Zelle®) made payable to Landlord as written above.
7. **RENEWAL TERM.** This term of this Lease shall be extended automatically for successive thirty (30) day periods (the "Extension Period"), upon the same terms and conditions, unless or until either party gives written notice no later than thirty (30) days prior to the end of the term or renewal term. Notwithstanding the foregoing, Landlord reserves the right to increase the monthly rent during the Extension Period up thirty (30) days prior written notice to Tenant.
8. **HOLDOVER.** If Tenant maintains possession of the premises, or any part thereof, for any period after the Termination of the Lease or any Extension Period thereof, Tenant shall pay to Landlord a Lease payment as set forth in the Lease Payments paragraph of this Lease with an additional Five Hundred Dollars (\$500) per month or such amount the landlord shall deem necessary. Such a holdover shall constitute an Extension Period of this Lease. This lease becomes month to month.
9. **OTHER CHARGES / ADDITIONAL RENT.** Tenant acknowledges that from time-to-time other charges related to the Premises payable to the Landlord by the Tenant may become due as written herein (including but not limited to late fees, repair reimbursements, lockout fees, utility charges, etc.). Tenant's payment for any other charge due shall not be construed as a reduction or offset of rent but shall be considered additional rent and due and payable as set forth herein, whether such sums or charges are designated as "additional rent."

Initials: \_\_\_\_\_

- 10. DELIVERY OF POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of this Lease, unless otherwise agreed to by both parties in writing. Landlord shall not be liable to Tenant for any injury or damage from the failure to timely deliver possession of the Premises, other than to the extent of an abatement of rent from the date of commencement of this lease to the date possession is delivered to the Tenant on a pro-rate basis of the Lease Payment as set forth herein. Upon termination of this lease and after Tenant has vacated the Premises, then Landlord shall consider any personal property belonging to the Tenant left on the Premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
- 11. CONDITION OF PREMISES.** Tenant has examined the Premises and agrees to accept the property in its good and satisfactory current condition and to return it the same condition upon termination of this Lease. Tenant also agrees to pay any charges, if necessary, to Landlord to return the Premises to good and satisfactory condition with normal wear and tear expected. Tenant acknowledges that no representation as to condition of repair, promise of repair, alteration, or improvement has been made except as contained in this Lease.
- 12. OCCUPANTS.** The Premises may not be occupied by not more than XX (0) persons, consisting of XX (0) adults and XX (0) minor children, unless prior written consent of the Landlord is obtained in which Landlord will have the right to increase monthly rent/lease payments for occupants over the number as written above. The tenant represents that all information made in the Rental Application is true, and that the Landlord has been notified of all occupants. Tenant shall also notify Landlord of any change in occupancy and agrees that any person over eighteen years of age who will be an occupant is subject to complete a Rental Application and pay Landlord all fees associated with said application. Landlord reserves the right to refuse occupancy to any person but will present the Tenant with a reasonable reason as to the refusal.
- 13. USE OF PREMISES.** Tenant agrees that the Premises shall be used only for private residential dwelling purposes and no other reason for the occupants per the terms and conditions written in this Lease. Tenant agrees not to use the Premises for any unlawful purpose or in any manner that may injure the reputation of the Landlord or the community of the Premises. Tenant further agrees that the Premises shall be maintained in a clean and sanitary condition, and comply with all laws, health, safety, and association (if any) requirements/regulations with respect to the Premises and to save the Landlord harmless from all fines, penalties, and costs for violation for non-conformance by the Tenant. Tenant shall be responsible at all times for the conduct of Tenant's guests, licensees, and invitees while on the Premises or the immediate environs. TENANT SHALL NOT MAKE OR PERMIT ANY DISTRIBUTING NOISES, ODORS, OR UNSIGHTLY CONDITIONS, NOR SHALL THE TENANT INTERFERE WITH THE RIGHTS, QUIET ENJOYMENT, OR COMFORTS OF OTHER TENANTS OR SURROUNDING RESIDENTS. TENANT FURTHER AGREES NOT TO OBSTRUCT THE SIDEWALKS, DRIVEWAYS, HALLS, AND/OR STAIRWAYS OR USE THEM FOR ANY OTHER PURPOSE OTHER THAN INGRESS AND EGRESS.
- 14. ASSIGNMENT/SUBLETTING.** Tenant shall not assign this Lease or sublet any portion of the premises without prior written consent of the Landlord.
- 15. UTILITIES/SERVICES.** Landlord shall be responsible for the following utilities and services in conjunction with the Premises:
- (a.) Association Fees, if any
- Tenant shall be responsible for the following utilities and services in conjunction with the Premises:
- (a.) Electrical Service
- (b.) Gas Service
- (c.) Water and Sewer
- (d.) Cable Television or similar services
- (e.) Telephone, including internet by any type of provider, if any
- (f.) Other utilities and services not the responsibility of the Landlord. Tenant shall be directly billed for Tenant's utilities/services by the servicing company.

Tenant shall always maintain electrical, gas service, and water service and not allow any disruption in service for circumstances under the Tenant's control. Tenant's payment for any utility/service shall not be construed as a reduction or offset of rent but shall be considered additional rent. If at any time, the Landlord receives charges from any utility company which is the responsibility of the Tenant, the Landlord may pay the bill and charge the Tenant the amount paid to said utility company plus a ten percent (10%) or Fifty Dollars (\$50.00), whichever is higher, fee that becomes due and payable in the same manner as a lease/rent payment as written herein. Tenant specifically authorizes Landlord to deduct amounts of any unpaid bills from the Security Deposit upon termination of this Agreement. Landlord reserves the right to suspend any such services, when necessary, by reason of government regulation, labor disputes, civil commotion or riot, accident or emergency, repairs, alterations, or improvements which are in the reasonable judgment of the Landlord to be desirable or necessary, or for any reason beyond the control of the Landlord. Landlord shall not be liable in any way for any loss, damage, injury, or expense which tenant may sustain or incur if because of conditions beyond the Landlord's control, the quality or character of any service. Tenant shall not be entitled to a claim for constructive eviction or disturbance of the right to possess the Premises or an abatement of any rentals payable herein

Initials: \_\_\_\_\_

because of the suspension or inadequacy of the utilities/services.

**16. IMPROVEMENTS TO PROPERTY.** Tenant shall make no alterations to the buildings, improvements on the Premises, construct any building, or make any other improvements on the Premises without the prior written consent of the Landlord. This includes but is not limited to the installation of satellite dishes and/or television antennas. All alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall be and become the property of the Landlord and remain on the Premises at the expiration or earlier termination of this Lease, unless otherwise specified in a written addendum to this Lease. Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the Premises and termination by the Tenant of this Lease. Landlord may take immediate possession, exclude Tenant from property and store all Tenant's possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages. Any written consent shall become an addendum to this Lease and unless otherwise expressed does not release the Tenant from the cost or obligation to return the Premises to its original condition received.

**17. RIGHT OF ENTRY.** Tenant grants to Landlord permission, upon prior notice, written, SMS/MMS, or oral notice, to enter the premises at reasonable times to inspect the property, perform maintenance, or to show property to a prospective tenant or buyer. Landlord shall have the right to enter at any time for emergency reasons or repairs when immediate action shall be necessary or seem necessary in the Landlord's opinion.

**18. MAINTENANCE.** Landlord obligations for repairs/maintenance to the premises shall be as follows:

- (a.) Roof, exterior walls, and other structural parts of the building
- (b.) Parking Lot, driveways, and sidewalks (including snow and ice removal)
- (c.) Sewer, water pipes, and kitchen/bathroom fixtures and faucets, not including clogs or frozen pipes as outlined later in this Lease
- (d.) Electrical wiring, circuit service boxes, receptacles/switches, and lighting fixtures (not including light bulbs)
- (e.) Heating and ventilation system, and air conditioning system
- (f.) Doors, locks, and windows
- (g.) Appliances
- (h.) All other items of maintenance not specifically delegated to the Tenant

Tenant's obligations for maintenance/repairs shall include:

- (a.) Any plumbing clogs/blockages after two (2) days of possessing the Premises
- (b.) FROZEN PIPES
- (c.) Pest eradication to include, but not limited to, mice and rats (except termites)
- (d.) Light bulbs for electrical lighting fixtures
- (e.) Fire safety equipment (including smoke detector batteries)
- (f.) Window treatments (namely mini-blinds or similar treatments)
- (g.) Interior walls
- (h.) Interior telephone and cable wiring
- (i.) Yard maintenance (if not maintained by an Association)

Tenant warrants that any work or repairs performed by the Tenant will be undertaken only if said Tenant is competent and qualified to perform it. The Tenant will be totally responsible for all activities to ensure that work is done in a safe manner which will meet all the applicable codes and statutes. Tenant further warrants to hold the Landlord free from harm, litigation, or claims of any other person arising from the Tenant's mishaps and/or accidents resulting from said work/repairs. The Tenant, at Tenant's own expense, shall keep the Premises including all fixtures in good order and repair including keeping the Premises in clean and sanitary condition for health and safety reasons as well as avoidance of pest infestation. Tenant agrees to promptly notify the Landlord of any maintenance or repair needed to any part of the premises. The Tenant shall immediately reimburse the Landlord for any cost of repairs caused by the Tenant or the Tenant's guests' negligence, misuse or abuse, incompetence, failure to timely notify the Landlord, or failure to maintain maintenance items of the Tenant's obligation.

**19. ABANDONMENT.** The Tenant shall not abandon the premises. If at any time during the term of this Lease, Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

- 20. DESTRUCTION OR CONDEMNATION OF PREMISES.** If the premises is partially destroyed in a manner that prevents the conducting of the Tenant's use of the premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and cost of repair is less than One Hundred and 00/100 Dollars (\$100.00), Landlord shall repair the Premises and Lease Payments shall abate during the period of repair. However, if the damage is not repairable within sixty (60) days after the occurrence of the destruction, if the cost of repair is greater than One Hundred and 00/100 Dollars (\$100.00), or reasons beyond the Landlord's control, or the property is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by either party. If the premises are damaged or destroyed and such damage has not been caused by the Tenant, the Tenant shall have the right to vacate as may be provided by law. In connection with any condemnation by any agency or entity under the power of eminent domain, the Tenant hereby releases to the Landlord all rights of compensation paid by the government authority, and Tenant agrees not to assert any claim for such compensation. Tenant acknowledges that construction or demolition may be performed by Landlord on or near the Premises. Tenant shall not be entitled to a claim for constructive eviction, disturbance to the right of the Premises, or abatement of any rentals payable herein because of any interference with the Tenant's ventilation, visibility to or from, access to or enjoyment of the Premises as a result of such construction or demolition.
- 21. ENTRANCE AUTHORIZATION AND RELEASE OF PROPERTY.** In the event of an incapacitating illness, death, or severe disability of the Tenant, Landlord is authorized to enter the Premises and remove and/or store all contents found in the premises, storage areas, mailboxes, and common areas of the Premises. Neither the Landlord, its agents, representatives, employees, affiliates, heirs and successors shall be liable to the Tenant, Tenant's family, estate, heirs, or creditors for failing to act in accordance with this clause. Tenant understands that Landlord may require whatever documentation, in the Landlord's sole discretion, deemed necessary (including but not limited to physician's statement, death certificate, or power of attorney) prior to allowing entrance or release of any contents to anyone other than the person(s) stated in this Lease.
- 22. WASTE.** Tenant shall not commit waste to the premises. Any act of waste will be determined to be a Default of this Lease, and the Landlord may seek remedy as provided by law and/or in this Lease. Landlord also reserves the right to collect for any damages, losses, or injury caused by Tenant's act of waste. Waste shall not include the definition as "failure to pay" rent.
- 23. OTHER TENANT OBLIGATIONS.** In addition to the terms and conditions in this Lease the Tenant also agrees to the following:
- (a.) Take action to ensure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
  - (b.) Use and maintain plumbing in a manner to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
  - (c.) Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a reasonable, safe manner.
  - (d.) Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
  - (e.) Install and/or maintain a telephone and/or cellular phone, and to furnish the Landlord the telephone number and/or any changes thereof within three (3) days of its installation/activation.
  - (f.) Tenant shall notify the Landlord of any anticipated extended absence from the Premises no later than the first day of the extended absence. Tenant further agrees that Landlord may enter the Premises from time to time during the extended absence for inspection of the Premises to secure against any possible damage to the Premises.
  - (g.) Tenant shall not obstruct the doors or windows
  - (h.) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air dry any of same within any yard area or space.
  - (i.) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.
- 24. STORAGE.** No rights of storage are given by this Lease. Premises may have bins, storage closets, storage sheds, or other means of storage that may be used by the Tenant at the Tenant's own risk during the Term of this Lease. Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the negligence of Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord.

- 25. KEYS/LOCKS & LOCKOUT.** Tenant shall be provided two (2) keys to the Premises. Keys are not to be duplicated without written consent of the Landlord, and which key duplication costs shall be at the Tenant's expense. All keys must be returned to the Landlord upon termination of this Lease. Failure to return all said keys will result in a charge of seventy-five dollars (\$75.00). No additional locks will be installed on any door without written permission from the Landlord. Landlord is to be provided duplicate keys for all locks so installed at Tenant's expense within twenty-four (24) hours of installation of said locks. If the Tenant becomes locked out of the premises, the Tenant must notify the Landlord and Landlord may charge a fee of Seventy-five dollars (\$75.00) to regain access to the premises. The Landlord shall not be obligated to allow any person(s) entry during a lock-out scenario that is not party to the Lease or has been recorded by the Landlord as an occupant.
- 26. DANGEROUS MATERIALS & HIGH-RISK ARTICLES.** Tenant shall not possess, use, store, or have on or near the Premises any article, substance, or item of a dangerous, toxic, hazardous, radioactive, flammable or explosive character that may substantially increase the risk of fire, health and safety hazard, and/or damage to the Premises unless prior written consent of the Landlord is obtained in addition to adequate insurance coverage by a responsible insurance company. The Tenant further agrees not to keep any article, item, or furnishing that increases the risk of damage to the Premises including but not limited to waterbed(s), large fish tanks/aquariums, unusual electrical devices or tools, and/or exotic plants, animals, and/or insect(s) without prior written consent of the Landlord.
- 27. VEHICLES & PARKING.** Tenant shall be granted use of two (2) parking spaces, one in the assigned garage space and one immediately outside the assigned garage space. Space(s) are for the parking of the Tenant's or guests' motor vehicle(s). All vehicles must be in an operable condition and have valid licenses plates. Tenant acknowledges and agrees that any vehicle not in an operable condition, not displaying valid license plates, or any excess number of vehicles may be towed at the Tenant's expense. No recreation vehicles, trailers, or semi-tractors will be permitted without prior written consent of the Landlord.
- 28. RULES AND REGULATIONS.** Tenant agrees to abide by all rules and regulations now and here after established by the Landlord with respect to occupancy of the Premises. Landlord reserves the right to establish rules and regulations as deemed necessary in the opinion of the Landlord, and Landlord agrees to provide Tenant with proper notice of any changes in said rules and regulations.
- 29. FAIR HOUSING CLAUSE.** The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, handicap, sexual orientation, national origin, or familial status. It is understood that DCR Properties LLC does not rent to sex offenders.
- 30. TAXES/PROPERTY INSURANCE.** Landlord and tenant shall each be responsible to maintain appropriate insurance for their respective interest in the Premises and property located on the Premises. Landlord shall pay all real estate taxes and assessments for the Premises as well as all Landlord's personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments. Tenant must maintain renters' insurance, all damage from break ins is the responsibility of the tenant.
- 31. LANDLORD'S AGENTS / CONTRACTORS.** Tenant acknowledges that the Landlord may be represented by an agent from time to time, whereas the Tenant shall be notified (either by written, SMS/MMS, or oral notice) of said agent and agent's capacity. Tenant also acknowledges that from time to time the Landlord may secure a third-party or contractor for certain items and or procedures including but not limited to maintenance work and other similar tasks. Tenant agrees to allow said agents and contractors' entry to the premises per terms as written in this Lease, and Tenant further acknowledges that said contractor(s) are independent entities of the Landlord.
- 32. HOLD HARMLESS.** Tenant shall indemnify and hold Landlord free and harmless from any and all liability, claims, loss, damage, or expenses, including reasonable attorney's fees, arising by reason of death, injury, or property damage sustained by any person, including the Tenant, that is caused by any negligent or intentional act or omission of the Tenant, guests, licensees, or invitees of the Tenant or by the Tenant's failure to perform any covenants, term, conditions, or act required by this Lease. Tenant further agrees to indemnify and hold Landlord harmless from any liability arising from the use of swimming pools and/or other recreational facilities (if any) by Tenant or any guests, licensees, or invitees of the Tenant.
- 33. RELEASE.** Tenant hereby expressly releases Landlord from any and all liability for loss or damage to the Tenant, or any property of the Tenant caused by the failure of any building system, fixtures (including but not limited to locks, latches, and/or fire and safety equipment), appliances, and any other peril customarily covered though renter's property & casualty insurance by a responsible insurance company. This release shall apply to any property of the resident located in any storage area provided by the Landlord whether location on or away from the Premises. LANDLORD REQUIRES TENANT TO OBTAIN APPROPRIATE RENTER'S INSURANCE COVERAGE.

- 34. SECURITY.** Tenant agrees and acknowledges that Landlord shall not provide nor shall have any duty or obligation to provide any security services to the resident or community. Tenant solely agrees to look to public force for security protection. Tenant also agrees and acknowledges that Landlord has made no statements or warranty as to the security condition of the premises or surrounding area and Landlord accepts no responsibility or liability regarding any personal injury, damage, or loss of any personal property belonging to the Tenant, guests, licensees, or invitees.
- 35. ENVIRONMENTAL INDEMNIFICATION.** To the fullest extent allowed by law, Tenant acknowledges that certain materials containing potentially health-affecting substances may exist on or near the Premises. Tenant expressly accepts and assumes all risks involved or related to the Premises and surrounding area. Tenant further agrees to hold Landlord, successors, assigns, and agents harmless, should any health condition or injury result from the substances during or after the termination of this Lease.
- 36. DEFAULT.** Tenant shall be in Default of this Lease, if Tenant fails to fulfill any lease obligation or term by which it is bound. Subject to any governing provisions of law to the contrary, if the Tenant fails to cure an obligation or violation of this Lease (including any financial obligation) within three (3) days written notice of such default, Landlord may take possession of the premises without further notice (to the extent permitted by law) and without prejudicing the Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and cost of such action shall be added to the Tenant's financial obligation under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's default. All sums of money or charges required to be paid by tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." Any misleading or false information proved by the Tenant on the Rental Application, shall constitute a default of the Lease and entitle the Landlord to exercise all rights and remedies available by law and in equity, to terminate this Lease and recover from the Tenant all damages resulting thereof. Upon default of this Lease, Landlord may declare the entire balance of the rent due for the remainder of the Lease term immediately due and payable. The parties expressly agree that eviction by a court or otherwise of the Tenant for default of this Lease shall not release Tenant for rent payment for the balance of the term of this Lease.
- 37. TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon thirty (30) days written notice to Tenant that the Premises has been sold.
- 38. NOTICES.** All notices directed to the Tenant, required by this lease shall be delivered by hand or by registered or certified mail to the Premises stated in this Lease or at a forwarding address provided by the Tenant in writing. All notices, directed to the Landlord, required by this lease shall be delivered by registered or certified mail to the following address which may be changed from time to time with notice by the Landlord: 6532 Hunters Ridge North, Zionsville, Indiana 46077
- 39. STORAGE OF POSSESSIONS.** If Landlord is granted possession of the Tenant's Premises by a court of law and Tenant's possessions are removed and placed in storage, the tenant agrees to pay all moving and storage costs. Tenant further agrees that any party who moves and/or stores said possessions may acquire a warehouseman lien on said possessions, and if they are not timely reclaimed, the warehouseman may sell the subject goods in payment of storage, transfer, and other costs and fees.
- 40. SEVERABILITY.** Should any provision of this Lease be found to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby, and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 41. CUMULATIVE RIGHTS.** All rights given to Landlord by this Lease shall be cumulative to any other laws which might exist or come into being. Any exercise or failure to exercise by Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.
- 42. NON-WAIVER.** Failure of the Landlord to insist on strict performance of the terms and conditions herein contained, or any of them, or the waiver of any breach of Tenant, shall not constitute or be construed as waiver or relinquishment of the Landlord's right thereafter to enforce any such term, agreement, or condition in the future. The choice of one remedy does not prevent the Landlord from using another remedy.
- 43. ATTORNEY'S FEES.** Landlord shall be entitled to recover costs and reasonable attorney's fees in any action or proceeding to secure any rights or enforce any terms in this Lease.
- 44. SUBORDINATION.** Tenant's rights under this Lease shall at all times be junior to any mortgages which are now, or may be placed on the Premises, and if requested, Tenant shall execute promptly, any certificate that the Landlord may request to specifically implement the subordination of this lease.
- 45. TIME OF ESSENCE.** Time is expressly declared to be of the essence of this Lease.

- 46. EFFECTS ON HEIRS AND ASSIGNS.** Subject to the limitations herein with respect to assignments of the Tenant's interests contained in this Lease, all provision here of shall be binding upon, and inure the benefit of, the parties hereto and their heirs, executors, representatives, and successors.
- 47. GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Indiana.
- 48. DESCRIPTIVE HEADINGS / DOCUMENT CONSTRUCTION.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 49. ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on this 1st day of XXXX, 2025.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord/Landlord's Agent: \_\_\_\_\_ Date: \_\_\_\_\_



Initials: \_\_\_\_\_