

# Canal Place Apartments

## Rental Agreement

Canal Place Apartments, Inc. ("Landlord") hereby rents to \_\_\_\_\_ ("Tenant") the apartment located at \_\_\_\_\_ Canal Place Circle, New Haven, Allen County, Indiana, for a period of 12 months beginning \_\_\_\_\_ payable at the rate of \$ \_\_\_\_\_ per month on the first day of each month. The rent shall be made without notice or demand from the Landlord by check or money order to 6818 Shoaff Rd. Ft Wayne, IN 46818. If any rent is not paid or post-marked within five (5) days (the 5th day of each month), the Landlord shall be entitled to a late charge of \$25.00.

1. Security and Damages: Tenant hereby deposits with Landlord the sum of \$ \_\_\_\_\_ as a security deposit. Under no circumstances is said security deposit to be construed as rent. The security deposit will be returned to Tenant only upon the occurrence of the following conditions: (a) payment of all rent due; (b) the premises left as clean as when initially occupied; (c) return of all keys to management; (d) removal of abandoned articles; and (e) furnishing a forwarding address to management. Deductions from the security deposit shall be made for any damages done to the premises, normal wear and tear excepted, including but not limited to: insufficient light bulbs, scratches, burns, stains, holes in walls or doors that require patching and repainting, as well as any other damage to the property, if any. Tenant will always be charged for carpet cleaning. After the above conditions have been complied with by Tenant security deposit will be sent to the forwarding address along with an itemized accounting of any charges or other sums owed by Tenant no later than forty-five (45) days after termination.
2. Failure To Occupy: If Tenant fails to occupy premises in accordance with this lease, all deposits hereunder shall be automatically forfeited.
3. Utilities: Landlord shall pay water, sewage, and trash removal bills, all other utility bills shall be paid by Tenant.
4. Acceptance: Tenant acknowledges that he/she has inspected the premises and accepts them and their contents as is. Tenant agrees to keep the premises and their contents in as good condition as at the start of the lease, reasonable wear and tear excepted. Tenant agrees to render normal maintenance to the leased premises at Tenant's expense and shall give Landlord prompt notice of any condition which would cause waste or damages to the premises. Landlord agrees to maintain common areas and facilities.
5. Subletting: Tenant may not sublet. Tenant may not assign this Rental Agreement.
6. Occupants: No persons other than Tenant, occasional guests, and unmarried children of the Tenant shall be permitted to occupy said premises. The names of said unmarried children are \_\_\_\_\_
7. Use: The premises shall be occupied by Tenant for residential purposes only. Tenant or his/her guests or invitees shall not engage in or permit any illegal or improper activity on or about the premises.
8. Pets: No pets shall be kept on the premises at any time. Pets, yours or a guest's, are not allowed to visit and pet sitting is not permitted.
9. Termination upon Default: Upon the Tenant's failure to abide by the terms of this agreement and Landlord's Rules and Regulations and, upon ten (10) days written notice to Tenant to cure default, the Landlord shall have the right to terminate the tenancy, re-enter and take possession of said premises and the contents thereof. Any repeated default thereafter of a same or similar nature shall waive the right of Tenant to receive such ten (10) day notice and immediate termination and default may be declared by the Landlord. Landlord may employ an attorney by reason of any default or violation by the Tenant of any

term, condition, or payment under this lease and Tenant shall pay such attorney fees including costs and reasonable expenses thereby incurred.

10. Risk of Loss and Liability: Tenant assumes all risk of accident, injury, or damages to persons or property of Tenant, Landlord, or third persons which are not proximately caused by Landlord. Tenant agrees to hold Landlord harmless from any liability, damage, or expense for injury or damage to, on, or about the Premises or due to Tenant's negligence or fault. Landlord recommends that Tenant's secure renter's insurance to protect themselves and their property. If Tenant uses or acquires a waterbed, he/she agrees to have insurance for same in force.

11. Inspections: Landlord shall have the right to enter the premises for the purposes of inspection or repairs at any reasonable time. Tenant hereby releases Landlord from any liability of any kind or character as a result of the entry or search by law enforcement officers pursuant to a lawful court order or search warrant.

12. Nuisance Clause: Tenant and the family and guests of Tenant shall comply fully with all federal, state, municipal, and other laws and ordinances, and shall not commit any act which is a nuisance or annoyance to the neighborhood.

13. Term: The term of the lease is twelve (12) months and each renewal is a new twelve (12) month term and all of lease conditions apply.

14. Rent Increase: After a twelve (12) month term hereof, Landlord reserves the right to increase the rent at any time, but shall give the Tenant fifteen (15) days written notice of such increase.

15. Disposal of Personal Property: If Tenant leaves personal property on said premises at the termination of such tenancy, or upon vacation of the premises, Landlord may remove such property from the premises and dispose of it as Landlord sees fit, or may store same for a reasonable time and Landlord shall have a lien thereon for reasonable storage charges and unpaid rent or damages owing.

16. Condition / Alterations: Tenant acknowledges that said premises to be in good repair and in a clean, sanitary condition, and agrees to maintain the premises in the same condition of repair throughout the Tenant's occupancy. No locks are to be changed or added, no changes or alterations shall be made to the premises without Tenant's written consent. Tenant must notify Landlord of any necessary repairs to the mechanical systems or building. Tenant agrees to be responsible for all maintenance to premises and any/all repairs caused by Tenant's neglect or improper use. The Landlord has provided a smoke alarm on the premises. The Tenant shall test the alarm monthly and notify Landlord if the unit does not work through normal testing.

DATED AT NEW HAVEN, INDIANA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

LANDLORD SIGNATURE: TENANT SIGNATURE:

BY: \_\_\_\_\_

AGENT LESSEE

\_\_\_\_\_