

## **\*FULL-SERVICE LEASE AGREEMENT\***

### **THE RIGHT LOCATION\*BALL STATE UNIVERSITY**

**TRLProperty.com Apartment Building 701 North Dicks Street**

**Phone 888-433-5582**

{1 block off Riverside Ave at the N.W. corner of Dicks Street and Beechwood Ave-Immediately Next Door to the new Ball State University Health Professions Building & Biosciences Buildings} Structure Purpose Built **NEW IN 1993. Fully Renovated by 2016.** [WWW.TRLPROPERTY.COM](http://WWW.TRLPROPERTY.COM)

#### Amenities:

- 915 square feet (2) Bedroom Apartments. Identical floorplans.
- Dedicated off-street reserved parking spaces – per apartment.
- Range, dishwasher, microwave, refrigerator & full size washer & dryer. **INCLUDED.**
- High efficiency electric heat pump and air conditioning. 15 SEER 1.5T Units.
- Ceiling fans in Great Room and each bedroom.
- Private sink & vanity in each bedroom. Double closets in each bedroom.
- Bathroom features full size shower-tub and one sink.
- Front storage closet in Foyer (Entrance Area).
- Metal exterior door with deadbolt and knob lock set. (New in 2009).
- Privacy fence and outdoor security lighting added to the property. (New in 2013).
- **NEW** landscaping (trees & bushes)-2008
- **NEW** flooring and baseboard molding in 2011.
- **NEW** flooring and stairwells installed August 2012.
- **NEW** Roof and Gutters in 2013.
- **NEW** Parking Area repaved 2013.
- **NEW** 15 SEER HVAC heat pump and A/C systems installed October 2013.
- **NEW** water heaters and vinyl Jeldwin windows in 2016.
- **NEW** property fence, weed free landscape fabric and IMI-Pea gravel in 2019.
- **NEW-AT&T FIBER GIGABIT-INTERNET\*-360Mbps x 100Mbps\*-Installed 8/2019 - INCLUDED.**
- **NEW** Stairwell renovation and safety upgrades plus new fencing in 2022.
- **NEW** Laundry area (W&D), Water Softener Systems and Landscape maintenance 2023.

#### Lease Terms:

- **LESSOR (TRL) pays all utilities of Electric, Water, Sewer, Trash, Internet & WiFi,** and Property Tax assessments from Delaware County, Indiana.
- A Security Deposit of \$600 is required per person. One Security Deposit if tenants are related.
- If you have a pet, it must be disclosed in advance. An additional Deposit of \$500 is required for a pet.
- Tenants provide their own renter's insurance to cover loss of personal items in the case of a claim or incident.
- **Space on a first-come-first-serve basis.**

**SEE ATTACHED PICTORIAL VIEWS OF TRL APARTMENTS.**



East side of building facing Dicks Street. Apt 4 on top, Apt 1 on bottom.



West side of building facing Beechwood parking lot. Apt 3 on top, Apt 2 on bottom.



Building Security Lighting-New Stairwells & New Paving 2013.



Parking Lot Security Light

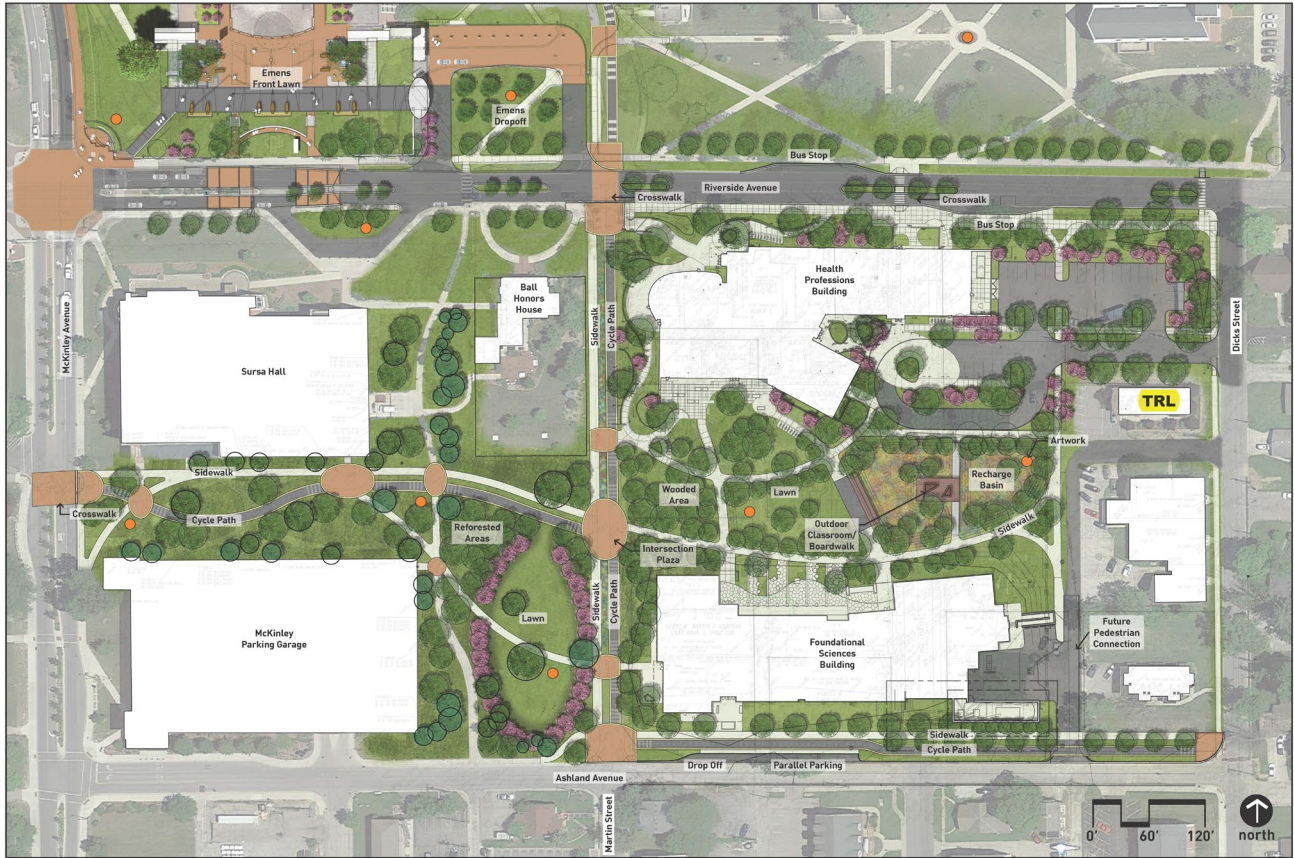


Security Doors & Screen Door



**Premium Two  
Bedroom Apartments**  
**P 888.433.5582**  
**Cell/TXT 317.696.5508**

**The Right Location**  
**TRLProperty.com**  
**INFO@TRLProperty.com**



**Ball State University | EAST MALL**

Concept Plan

October 19, 2018





Deadbolt Security Lock



Upstairs Entry Foyer-Apt #3



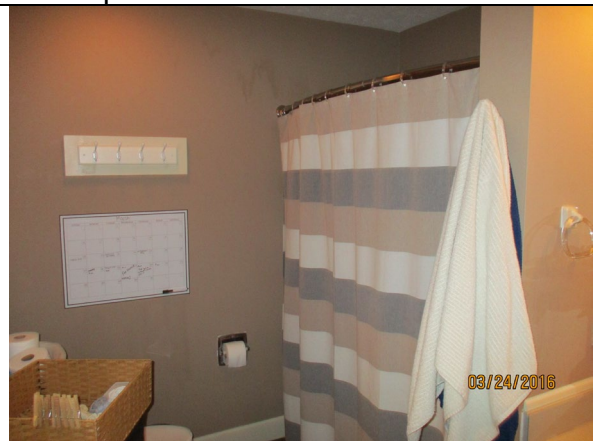
Upstairs Bar in Kitchen Area-Apt #3



Upstairs Great Room: 16'2"x13'0"



Hallway view to Bedrooms & Kitchen



Bathroom (off Hallway)



Laundry Area (off Bathroom)



Vanity Sink in Each Bedroom



Kitchen (view from Hallway)



Ceiling Fans (in each Bedroom + Great Room)

**Room Measurements:**

Great Room: 16'2"x13'0"	Foyer: 7'0"x3'10"	Foyer Closet: 2'0"x3'8"
Bedrooms/Each: 15'0"x9'0"	Closet 1: 2'0"x6'5"	Closet 2: 2'0"x5'2"

**Do not attempt to bring in any furniture larger than 34" x 68" as it will NOT fit into the front door. ⊗**

**A built-in entertainment shelf is provided for TV/game console. ⊗**

**Bed sizes up to Queen size fit fine. ⊗**

**Sectionals or twin loveseats work best if you are planning a couch.**

⊗

**Hide away beds will not fit. ⊗**

⊗ The tenant (Lessee) is responsible for all damage to walls, doors and finishes for moving damage.

Enclosed find the following documents:

1. **Lease Application** – Fill in all areas of the application and mail **with your Security Deposit check** to **TRLPROPERTY.COM**, PO Box 6322, Fishers, IN 46038-6322. Application and copy of your Security Deposit check may be sent via email to [info@trlproperty.com](mailto:info@trlproperty.com)
2. **Lease Document** – Fill in and sign all applicable areas of the lease document. The apartment number and account number will be assigned upon acceptance by the Lessor.
3. Return all **original LEASE documents** with original wet signatures to **TRLPROPERTY**, PO BOX 6322, FISHERS, IN 46038-6322 with your Security Deposit check.

Approval of your lease application and receipt of your security deposit and executed lease document are the only items that reserve a specific apartment. All preferences are based upon a first come first serve basis.



**NOTE: Rent rate changes are due to increases for the following LANDLORD expenses: Electric, water, internet & WiFi, sewer and trash utilities and increases in Property Insurance and Taxes from Delaware County, Indiana assessments. Rate changes only after lease maturity.**

APPLICATION FOR APARTMENT LEASE {**Unless you are already a tenant**}  
{**Please fill in all information below. Full Legal Name & SSN is required.**}

FULL LEGAL NAME: \_\_\_\_\_

WORK Address: N/A

Lessee (tenant) Country of Origin: USA

Email Address: \_\_\_\_\_

Phone (CELL) Number-Personal \_\_\_\_\_

Home Area Code & Phone Number: \_\_\_\_\_

Place & Date of Birth: \_\_\_\_\_

Social Security Number \_\_\_\_\_

Vehicle Make & Model \_\_\_\_\_

Vehicle State of Issue & License Plate Number \_\_\_\_\_

Driver's License (Issue State) & Number \_\_\_\_\_

Are you a United States Citizen? YES

Employer Name/Address/Phone N/A

Are you a Student Athlete at BSU? NO

In case of any emergency, please list:

Contact Person Name {Relationship} Work Phone/Cell Number

\_\_\_\_\_

**PAST REFERENCES**

Previous Address: \_\_\_\_\_

Previous Landlord Name: \_\_\_\_\_

Landlord Phone: \_\_\_\_\_

Date of Previous Lease: \_\_\_\_\_

*I UNDERSTAND THAT THE INFORMATION ABOVE IS THE TRUTH AND GIVEN TO THE BEST OF MY KNOWLEDGE. I FURTHER GIVE PERMISSION FOR LESSOR TO INVESTIGATE ALL REFERENCES ABOVE AND CONFIRM THE ACCURACY OF DATA.*

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date of Signature

**RETURN TO: [TRLPROPERTY.COM](http://TRLPROPERTY.COM)**, C/O Matt Tucco, PO BOX 6322, FISHERS, IN 46038-6322  
PHONE **888-433-5582** Cell/TXT 317-696-5508 Email: [INFO@TRLPROPERTY.COM](mailto:INFO@TRLPROPERTY.COM)



**APARTMENT LEASE**

**Lease Number**  
**701-\*\*-2025\*-202\***

THIS LEASE EXECUTED ON \_\_\_\_\_, 2024,

WITNESS THAT: MATTHEW W. TUCCO, ROBERT P. ROBERTS JR., & CHARLES LAZZARA d/b/a **TRLPROPERTY**, HEREINAFTER REFERRED TO AS LESSOR, HEREBY LEASES TO:

**Lessee Full Legal Name**

HEREINAFTER REFERRED TO AS "LESSEE" OR "CO-LESSEE", AND LESSEE HEREBY RENTS THE PREMISES KNOWN AS 701 NORTH DICKS STREET, APARTMENT NUMBER

\*\*

, MUNCIE, INDIANA, 47303, FOR A TERM OF **TWELVE MONTHS**

COMMENCING **AUGUST 1, 2025**, AND ENDING ON **JULY 20, 2026**, UNLESS SOONER TERMINATED AS HEREINAFTER PROVIDED. LESSEE SHALL BE DEEMED AS A "CO-LESSEE" WITH THE FOLLOWING PERSONS: {NONE if Blank}

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WHO SHALL SEVERALLY AND JOINTLY COHABITATE THE PREMISES.

1. **RENT.** AS RENT, THE LESSEE HEREBY AGREES TO PAY THE LESSOR THE SUM OF **\$9,480.00** [NINE THOUSAND FOUR HUNDRED EIGHTY DOLLARS] PAYABLE IN THE FOLLOWING INSTALLMENTS.

<b>*12*</b>	<b>*MONTHLY PAYMENTS*</b>	Of <b>\$790.00</b> {SEVEN HUNDRED FIFTY} dollars DUE on the <b>1st</b> Day of Each Consecutive Month beginning AUGUST 2025.
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THE FIRST RENTAL AMOUNT MAY BE PRORATED AT THE EXCLUSIVE OPTION OF THE LESSOR, IF DELAYS ARE INCURRED IN THE PERFORMANCE OF THIS LEASE DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF THE LESSOR. FURTHER, SUCH RENT IS TO BE PAID IN ADVANCE AND RECEIVED BY THE LESSOR ON THE DUE DATE SPECIFIED, AT THE ADDRESS SPECIFIED BY THE LESSOR WITHOUT RELIEF FROM VALUATION OF APPRAISEMENT LAWS. PAYMENT OF RENT IN FULL ON THE CALENDAR DAY SPECIFIED IN THE TABLE ABOVE IS CONSIDERED ON TIME PAYMENT. ANY PAYMENT OF RENT RECEIVED AFTER THE SPECIFIED DAY IN THE TABLE ABOVE IS CONSIDERED LATE AND IS SUBJECT TO A LATE FEE OF **TEN PERCENT OF THE SUM**. ANY PAYMENT OF RENT RECEIVED TEN DAYS AFTER THE CALENDAR DAY SPECIFIED IN THE TABLE ABOVE IS CONSIDERED PAST DUE AND IS SUBJECT TO AN ADDITIONAL LATE FEE OF **TEN PERCENT OF THE SUM**. PAYMENT OF RENT MAY BE BY CHECK, MONEY ORDER OR

**DIRECT PAYMENT VIA WIRE TO PNC BANK ROUTING #071921891 ACCOUNT #4641485616 TRLPROPERTY OR TO THE PO BOX ADDRESS SPECIFIED BY THE LESSOR. ONLINE BANKING PAYMENTS SHOULD BE MADE PAYABLE TO THE PO BOX ADDRESS.** ANY PAYMENT OF RENT RECEIVED, ON TIME OR PAST DUE, WHICH IS RETURNED FOR INSUFFICIENT FUNDS SHALL BE ASSESSED A PENALTY OF \$100 PLUS APPLICABLE LATE FEES. UNPAID RENT AND LATE FEES SHALL ACCRUE INTEREST AT A RATE OF (18%) EIGHTEEN PERCENT PER ANNUM FROM THE DATE ASSESSED. **RENT SHALL BE PAID TO; POST OFFICE BOX 6322, FISHERS, IN 46038-6322, AND CHECKS SHOULD BE MADE PAYABLE TO: TRLPROPERTY.**

2. **SECURITY DEPOSIT** LESSEE HEREBY AGREES TO PAY, AND LESSOR HEREBY HAS RECEIVED FROM LESSEE, THE SUM OF **\$600.00** AS (SIX HUNDRED DOLLARS) AS SECURITY DEPOSIT FOR THIS LEASE. SAID **SECURITY DEPOSIT SHALL NOT BE APPLIED AT ANY TIME TO THE PAYMENT OF RENT, LATE PAYMENT PENALTIES, INSUFFICIENT FUNDS PENALTIES, INTEREST OR PET DEPOSIT.** **SECURITY DEPOSIT SHALL BE PAID IN ADVANCE AT THE TIME THE LEASE IS SIGNED.** THE RETURN OF THIS DEPOSIT IS CONDITIONAL UPON THE LESSEE RETURNING THE PROPERTY TO THE LESSOR IN GOOD PHYSICAL CONDITION AND IN GOOD ORDER AND REPAIR.

**LESSOR (TRL) RESPONSIBILITIES AT MATURITY: COVID LEVEL II COMPLIANT.**

- CARPETING CLEANED AND DEODORIZED.
- STOVE, CABINETS, AND KITCHEN AREA CLEAN.
- BATHROOM, SHOWER, TUB, TOILET BOWL AND MIRRORS CLEAN
- BEDROOMS, HALLWAYS AND SITTING AREAS CLEAN.
- OUTSIDE ENTRANCE AREA CLEAN AND SWEEPED AND FREE OF ALL TRASH AND DEBRIS WITHIN 15 FEET.
- ALL WINDOWS CLOSED AND CLEANED. ALL TRASH REMOVED AND PLACED IN PROPER RECEPTACLES. **ALL SURFACES CLEANED WITH BACTEROSTATIC CLENSER.**
- ALL KEYS (IF APPLICABLE), ORIGINALS AND COPIES, RETURNED TO LESSOR ON THE LAST DAY OF THIS LEASE. IF ALL KEYS FROM ALL TENANTS ARE NOT RETURNED WITHIN (5) FIVE DAYS OF THE MATURITY OF THIS LEASE AGREEMENT, THEN NEW KEY LOCKS AND KEYS SHALL BE ORDERED AND INSTALLED FROM A LICENSED LOCKSMITH AT THE EXPENSE OF THE LESSEE.
- LESSOR SHALL ARRANGE FOR PROFESSIONAL PAINTING OF THE APARTMENT (IF NECESSARY) BY A LICENSED, INSURED AND BONDED CONTRACTOR UNDER A QUALIFIED BIDDING SYSTEM, IF APPLICABLE. THE COST OF THE PAINTING SHALL BE DEDUCTED FROM THE SECURITY DEPOSIT OF THE LESSEE. PAINTING IS ONLY REQUIRED IN THE EVENT OF DAMAGE BY THE TENANT, GUEST OF THE TENANT OR PET OF TENANT.

IF LESSEE COMPLY WITH ALL COVENANTS AND CONDITIONS CONTAINED HEREIN, THEN HIS/HER SECURITY DEPOSIT SHALL BE REFUNDED WITHIN THE TIME REQUIRED BY STATE STATUTE. LESSEE AGREES TO NOTIFY THE LESSOR OF THE DATE WHICH THE PREMISES SHALL BE VACATED AND INCLUDE A FORWARDING ADDRESS. IN THE EVENT THE LESSEE SHALL FAIL TO NOTIFY LESSOR OF THE DATE OF VACANCY, IT SHALL BE CONCLUSIVELY PRESUMED THE DATE OF VACANCY SHALL BE **JULY 20, 2025**. IF THE LESSEE DOES NOT DISCLOSE THE FORWARDING ADDRESS FOR THE RETURN OF THE PRORATED SECURITY DEPOSIT, THEN IT SHALL BE CONCLUSIVELY PRESUMED TO BE THE ADDRESS GIVEN IN THE LEASE APPLICATION.

LESSOR HEREBY ACKNOWLEDGES RECEIPT OF THE SECURITY DEPOSIT. LESSEE'S CANCELED CHECK OR MONEY ORDER SHALL SERVE AS RECEIPT FOR THE SECURITY DEPOSIT. AN ADDITIONAL SECURITY DEPOSIT OF **\$500 (FIVE HUNDRED DOLLARS)** WILL BE ASSESSED TO ANY TENANT AND/OR LESSEE OR CO-LESSEE FOR EACH ANIMAL (PET), WHICH IS ON THE PREMISES FOR MORE THAN TWO CONSECUTIVE DAYS. LESSEE HEREBY AGREES TO DISCLOSE ANY (PET) ANIMAL, WHICH SHALL OCCUPY THE PREMISES IN ADVANCE OF EXECUTION OF THIS AGREEMENT.

**3. USE OF PREMISES.** LESSEE WILL OCCUPY AND USE THE PREMISES FOR HIS/HER PRIVATE RESIDENCE, AND FOR NO OTHER PURPOSE. LESSEE SHALL NOT KEEP ANY ROOMERS, LODGERS, OR BOARDERS, OR CARRY ON ANY TRADE, PROFESSION, BUSINESS, SCHOOL, COURSE OF INSTRUCTION OR ENTERTAINMENT, OR TEACH INSTRUMENTAL OR VOCAL MUSIC, DRAMATICS OR DANCING ON THE PREMISES. LESSEE SHALL NOT MAKE OR PERMIT ANY USE OF THE PREMISES WHICH, DIRECTLY OR INDIRECTLY, IS FORBIDDEN BY LAW, ORDINANCE OR GOVERNMENTAL REGULATION, WHICH IS DANGEROUS TO LIFE, LIMB OR PROPERTY, WHICH WILL OR MAY TEND TO INJURE THE REPUTATION OF THE PREMISES OR THE BUILDING OR RESIDENTS OF THE NEIGHBORHOOD, OR WHICH MAY INVALIDATE OR INCREASE THE PREMIUM COST OF ANY POLICY OF INSURANCE CARRIED BY LESSOR IN CONNECTION WITH ITS OPERATION AND MANAGEMENT OF THE BUILDING. **LESSEE FURTHER AGREES THAT THE PREMISES SHALL NOT BE USED FOR ANY SOCIAL GATHERING OF (6) SIX OR MORE UNRELATED PERSONS OR INVITEES.** ANY DISTURBANCES SHALL BE REPORTED TO LOCAL LAW ENFORCEMENT OFFICIALS FOR INVESTIGATION AND DISBANDMENT.

**4. CONDITION OF PREMISES** LESSEE AGREES THAT NO REPRESENTATION AS TO CONDITION OR REPAIR OF THE PREMISES, AND NO PROMISE TO DECORATE, ALTER, REPAIR OR IMPROVE THE PREMISES, HAS BEEN MADE EXCEPT AS IS CONTAINED IN THE LEASE OR AMENDMENTS TO THE LEASE. LESSEE AGREES THAT HE/SHE SHALL EXAMINE THE PREMISES PRIOR TO HIS/HER OCCUPANCY OF THE PREMISES SHALL BE CONCLUSIVE EVIDENCE OF HIS/HER SATISFACTION AND APPROVAL OF THE PREMISES AS BEING IN GOOD PHYSICAL CONDITION AND IN GOOD ORDER AND REPAIR. ANY REQUEST FOR REPAIR SHALL BE MADE TO THE OFFICE (EMAIL) OF THE LESSOR BETWEEN THE HOURS OF 9:00 AM AND 4:00 PM, MONDAY THROUGH FRIDAY, EXCEPT ON NATIONAL HOLIDAYS OR IN TIME OF SEVERE WEATHER.

**5. MAINTENANCE** LESSOR AGREES TO MAKE ALL REPAIRS RESULTING FROM NORMAL WEAR AND TEAR, NOT THE MISUSE OR DAMAGE BY THE LESSEE. LESSEE IS RESPONSIBLE FOR DAMAGES, WHICH ARE THE RESULT OF HIS/HER MISUSE OF THE PREMISES. LESSEE SHALL BE RESPONSIBLE FOR DAMAGES TO BUT NOT LIMITED TO CARPETING, WALLS, DOORS, MOLDINGS, TRIM, CABINETS, DOOR LOCK MECHANISMS, DOOR JAMBS, PLUMBING FIXTURES INCLUDING STOPPAGE OF PLUMBING AND FIXTURES. ANY DAMAGES WHICH ARE NOT REPAIRED TO THE SATISFACTION OF THE LESSOR SHALL BE CHARGED TO THE LESSEE AND ADDED TO THE NEXT CONSECUTIVE MONTHLY RENT PAYMENT. NONPAYMENT OF CHARGES FOR DAMAGES WHICH ARE THE RESPONSIBILITY OF THE LESSEE, WHICH REMAIN UNPAID AT THE MATURITY OR TERMINATION OF THIS LEASE, SHALL BE DEDUCTED FROM THE SECURITY DEPOSIT WITH THE LESSOR HAVING THE RIGHT TO RECOVER ANY EXCESS DAMAGES WITH 50% COLLECTION FEES, ATTORNEY'S FEES AND INTEREST AT A RATE OF EIGHTEEN PERCENT PER ANNUM FROM THE LESSEE AND/OR THE GUARANTOR OF THE LESSEE. **NOTE: \*A \$700 (SEVEN HUNDRED DOLLAR) CLEANING FEE, PER APARTMENT, WILL BE ASSESSED TO THIS LEASE AT INCEPTION AND PAID IN ADVANCE THREE MONTHS BEFORE MATURITY FOR CLEANING THE ENTIRE APARTMENT. THIS CLEANING FEE WLL NOT BE DEDUCTED FROM THE SECURITY DEPOSIT\***

**6. UTILITIES** LESSOR AGREES TO PAY ALL UTILITIES OF ELECTRIC, WATER, SEWER, INTERNET, WIFI AND TRASH AND HOLD LESSEE HARMLESS OF ANY UNPAID UTILITY BILLS.

**7. ALTERATIONS** LESSEE SHALL MAKE **NO** ALTERATIONS OR ADDITIONS TO THE PREMISES, NOR SHALL THE LESSEE INSTALL OR HAVE DONE ANY PAINTING OR DECORATING OF THE PREMISES WITHOUT THE WRITTEN CONCENT OF THE LESSOR. LESSEE SHALL, ON TERMINATION OF THIS LEASE SURRENDER TO THE LESSOR THE QUIET AND PEACEABLE POSSESSION OF THE PREMISES IN AS GOOD ORDER AS IT WAS AT THE COMMENCEMENT OF THE TERM, REASONABLE WEAR AND TEAR EXPECTED.

**8. ASSIGNMENT** LESSEE SHALL NOT ASSIGN THIS LEASE, OR ANY INTEREST UNDER IT, OR SUBLET THE PREMISES OR ANY PART THEREOF, OR PERMIT THE USE OR OCCUPANCY OF THE PREMISES OR ANY PART THEREOF BY ONE OTHER THAN THE LESSEE AND HIS/HER IMMEDIATE FAMILY. LESSOR MAY ASSIGN THIS LEASE TO ANOTHER PARTY, IN WHOLE OR IN PART, AT THE SOLE OPTION OF THE LESSOR.

**9. HOLDOVER & RENEWAL** IF THE LESSEE SHALL REMAIN, AND CONTINUE TO BE IN POSSESSION OF THE LEASED PREMISES, OR ANY PART THEREOF, AFTER THE TERMINATION OF THE ORIGINAL LEASE MATURITY DATE, LESSOR MAY (AT SOLE OPTION OF THE LESSOR) TREAT SUCH HOLDING OVER AS RENEWAL OF THE ORIGINAL LEASE PERIOD, IN WHICH CASE RENT SHALL BE PAID AT A RATE OF DOUBLE THE PRORATA RENT PAYMENT CONTAINED HEREIN, PAYABLE IN FULL, ON THE FIRST CALENDAR DAY OF EACH CONSECUTIVE MONTH THEREAFTER; PROVIDED, HOWEVER, THAT THE LESSOR MAY, AT ANY TIME, CANCEL AND TERMINATE THIS LEASE AND THE LESSEE'S RIGHT OF POSSESSION, BY GIVING LESSEE NOTICE OF SUCH CANCELLATION AT LEAST (5) FIVE DAYS IN ADVANCE.

**10. RESERVED RIGHTS** LESSOR RESERVES THE FOLLOWING RIGHTS, TOWIT: TO ENTER THE PREMISES OR ANY PART THEREOF AT A REASONABLE HOUR FROM 8:00 A.M. TO 8:00 PM FOR INSPECTION, REPAIRS, ALTERATIONS OR ADDITIONS BY CONTRACTORS; TO EXHIBIT THE PREMISES TO PROSPECTIVE TENANTS, PURCHASERS OR OTHERS; OR TO DISPLAY WITHOUT MOLESTATION BY THE LESSEE "FOR RENT" OR "FOR SALE" AND SIMILAR SIGNS. IT IS ALSO AGREED THAT THE LESSOR WILL GIVE REASONABLE NOTICE VIA PHONE, TEXT OR EMAIL FOR SAID ENTRANCE ACCORDING TO TIME RESTRAINTS OF INTERESTED PARTIES.

**11. LESSOR'S NONLIABILITY** LESSOR SHALL NOT BE LIABLE FOR DAMAGES TO PERSON OR PROPERTY SUSTAINED BY THE LESSEE OF HIS/HER EMPLOYEES, SERVANTS, INVITEES OR OTHER PERSONS DUE TO THE BUILDING OR ANY OF THE APPURTENANCES BECOMING OUT OF REPAIR OR ARISING FROM LEAKAGE OF NATURAL GAS, WATER, SEWER PIPES, DEFECTIVE WIRING, DEFECTIVE APPLIANCES, FURNACE, OR OTHER REAL PROPERTY AFFIXED TO REALTY.

**12. FIRE OR CASUALTY** IN THE EVENT THE LEASED PREMISES ARE TOTALLY DESTROYED BY FIRE, WIND OR OTHER CAUSES BEYOND THE CONTROL OF THE LESSOR, OR ARE TORN DOWN BY PROPERLY CONSTITUTED AUTHORITIES OF THE FEDERAL, STATE, COUNTY OR CITY GOVERNMENTAL AUTHORITY, THEN IN ANY OF THESE EVENTS THE LEASE SHALL CEASE AND TERMINATE AS OF THE DATE OF SUCH DESTRUCTION. IF THE LEASED PREMISES ARE INJURED BY FIRE, RAIN, WIND OR OTHER CAUSES, BEYOND THE CONTROL OF THE LESSOR, SO AS TO RENDER THE PREMISES UNTENANTABLE OR PARTLY UNFIT FOR USE, THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT BUT, THE LESSEE'S RENT SHALL BE PROPORTIONATELY REDUCED PRORATA UNTIL THE PREMISES ARE REPAIRED. LESSOR STRONGLY RECOMMENDS

**LESSEE ACQUIRE "RENTER'S INSURANCE" TO COVER LOSS TO ANY PERSONAL PROPERTY OR ITEMS WHICH ARE NOT SPECIFICALLY THE RESPONSIBILITY OF THE LESSOR.**

**13. RIGHTS OF LESSOR UPON DEFAULT** UPON FAILURE TO PAY ANY INSTALLMENT OF RENT OR ANY PART THEREOF WHEN DUE, OR IF LESSEE SHALL VIOLATE ANY OTHER TERM, CONDITION, OR COVENANT OF THIS LEASE, OR IF LESSEE SHALL FAIL PROMPTLY TO TAKE POSSESSION OF OR SHALL ABANDON THE PREMISES, LESSOR SHALL HAVE THE RIGHT TO REENTER AND REPOSSESS THE PREMISES AND AT IT'S OPTION TO CHANGE THE LOCK ON ENTRY DOOR TO PREVENT LESSEE'S RE-ENTRY INTO PREMISES UNTIL SUCH DEFAULTS ARE CORRECTED, AND TO REMOVE ALL PERSONS THEREFROM AND TO REMOVE ALL PROPERTY THEREFROM, AND IN SUCH EVENT THIS LEASE AND ALL RIGHTS OF THE LESSEE AS TENANTS SHALL TERMINATE, BUT THE LESSEE SHALL REMAIN LIABLE FOR THE RENT HEREIN SPECIFIED DURING THE REMAINING TERM OF THIS LEASE PLUS LESSOR'S COST OF REPOSSESSING THE PREMISES, INCLUDING COLLECTION AND ATTORNEY'S FEES AND LEGAL LITIGATION FEES ASSESSED BY FEDERAL, STATE, COUNTY OR CITY GOVERNMENT AGENCIES. LESSEE HEREBY WAIVES NOTICE OF ANY FAILURE OR DEFAULT AND OF ANY DEMAND BY LESSOR FOR POSSESSION OF THE PREMISES. IN THE EVENT LESSOR SHALL REPOSSESS THE PREMISES, LESSOR SHALL NOT BE REQUIRED TO EXERCISE DILIGENCE IN RELETTING THE PREMISES IN ORDER TO MITIGATE LESSEE'S OBLIGATIONS HEREUNDER, NOR WILL IT BE REQUIRED TO ACCEPT ANY TENANT FOR THE PREMISES OFFERED BY THE LESSEE. THE FAILURE ON THE PART OF THE LESSOR TO RE-ENTER OR REPOSSESS THE PREMISES, OR TO EXERCISE ANY OF ITS RIGHTS HEREUNDER ANY DEFAULT, SHALL NOT PRECLUDE THE LESSOR FROM THE EXERCISE OF ANY SUCH RIGHTS DURING THE CONTINUANCE OF SUCH DEFAULT OR UPON ANY SUBSEQUENT DEFAULT. ACCEPTANCE OF PAST DUE RENT WILL IN NO WAY ACT AS A WAIVER OF LESSOR'S RIGHT TO TERMINATE THE LEASE FOR NONPAYMENT OF RENT WHEN DUE, AND NO NOTICE OF DEMAND SHALL BE REQUIRED FOR THE ENFORCEMENT THEREOF. IF LESSEE SHALL VIOLATE OR BREACH ANY TERM OR CONDITION OF THIS LEASE, THEN LESSEE SHALL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY LESSOR IN CONNECTION WITH ITS EXERCISING ANY RIGHTS OR REMEDIES IT MAY HAVE UNDER THIS LEASE BECAUSE OF SUCH VIOLATION OR BREACH.

**14. REFERENCES** LESSOR RESERVES THE RIGHT TO CANCEL THIS LEASE BY GIVING LESSEE WRITTEN NOTICE AND RETURNING ANY DEPOSITS OR RENT RECEIVED WITHIN (15) FIFTEEN DAYS OF DATE OF EXECUTION BY THIS LEASE BASED ON HIS EVALUATION OF ANY REFERENCE PROVIDED BY LESSEE.

**15. COVENANTS AND REPRESENTATIONS** ALL COVENANTS AND REPRESENTATIONS HEREIN CONTAINED ARE BINDING UPON AND SHALL INSURE TO THE BENEFIT OF THE HEIRS, EXECUTORS, SUCCESSORS, ADMINISTRATORS AND ASSIGNS OF LESSOR AND LESSEE. IT IS FURTHER AGREED THAT LESSOR, NOR ANY AGENT OR REPRESENTATIVE OF THE LESSOR, HAS MADE ANY STATEMENT, PROMISE OR AGREEMENT, IN CONFLICT WITH OR ENLARGING THE TERMS OF THIS LEASE. ANY CHANGES HERETO MUST BE IN WRITING AND SIGNED BY BOTH THE LESSOR AND LESSEE. **ADDITIONAL CLEANING AND REPAIRS FOR PET(S) {IF APPLICABLE} SHALL BE DEDUCTED EXCLUSIVELY FROM THE PET DEPOSIT AND NOTED ON YOUR END-OF-LEASE STATEMENT.**

**16. INTERPRETATION** IN INTERPRETING THIS LEASE, ALL CAPTIONS AND TITLES SHALL BE DISREGARDED, AND WHEN APPLICABLE THE SINGULAR OF ANY WORD SHALL MEAN OR APPLY TO THE PLURAL AND THE MASCULINE FORM SHALL MEAN AND APPLY TO THE FEMININE.

**17. GUARANTY** IT IS HEREBY AGREED THAT THIS LEASE IS INTENDED TO BE EXECUTED BETWEEN THE LESSOR AND THE LESSEE.

**18. JURISDICTION** THIS LEASE SHALL BE DEEMED TO HAVE BEEN MADE IN THE COUNTY, WHICH THE MANAGING PARTNER OF **TRLPROPERTY.COM** RESIDES, REGARDLESS OF THE ORDER, IN WHICH THE SIGNATURES HAVE BEEN AFFIXED HERETO. IN THE EVENT THAT LITIGATION OR OTHER LEGAL PROCEEDINGS SHALL ARISE UNDER AND/OR IN CONNECTION WITH THIS LEASE, SUCH LITIGATION OR OTHER LEGAL PROCEEDING SHALL BE CONDUCTED IN A LOCAL COURT LOCATED WITHIN THE COUNTY OF RESIDENCE OF THE MANAGING PARTNER OF **TRLPROPERTY.COM**, ITS SUCCESSORS OR ASSIGNS, AND LESSEE HEREBY WAIVES ANY DEFENSE OR OBJECTION THERETO, INCLUDING DEFENSES BASED UPON THE DOCTRINE OF FORUM NON CONVENIENCE. THIS LEASE IS TO BE INTERPRETED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA.

**19. DISCLAIMER** IF ANY PROVISION HEREOF OR ANY REMEDY PROVIDED FOR BE INVALID UNDER ANY APPLICABLE LAW, SUCH PROVISION SHALL BE INAPPLICABLE AND DEEMED OMITTED, BUT THE REMAINING PROVISIONS HEREOF, INCLUDING THE REMAINING DEFAULT REMEDIES, SHALL BE GIVEN EFFECT IN ACCORDANCE WITH THE MANIFEST INTENT HEREOF. **\*A \$700 (SEVEN HUNDRED DOLLAR) CLEANING FEE, PER APARTMENT, WILL BE ASSESSED TO THIS LEASE AT INCEPTION AND PAID IN ADVANCE THREE MONTHS BEFORE MATURITY FOR CLEANING THE ENTIRE APARTMENT. THIS CLEANING FEE WLL NOT BE DEDUCTED FROM THE SECURITY DEPOSIT\* Lessor does not allow the use of "baby wipes" {labeled flushable or nonflushable} to be disposed inty any plumbing fixtures at any time. Lessee is responsible for stoppage or back up.**

**20. ENTIRE AGREEMENT** THIS INSTRUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. LESSEE UNDERSTANDS AND AGREES THAT NO AGENT OF THE LESSOR IS AUTHORIZED TO BIND THE LESSOR OR TO WAIVE OR MODIFY ANY TERM HEREOF; NO WAIVER BY LESSOR OF ANY PROVISION HEREOF SHALL CONSTITUTE A WAIVER OF ANY OTHER MATTER. THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE ATTACHED PAGES, WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

**IN WITNESS WHEREOF, THE LESSEE AND LESSOR HAVE EXECUTED THIS ORIGINAL AGREEMENT IN (2) TWO COPIES, EACH OF WHICH SHALL BE CONSIDERED AN ORIGINAL, ON THE DAY AND YEAR WRITTEN, AND LESSEE HEREBY ACKNOWLEDGES RECEIPT OF ONE OF THESE COPIES FOR HIS/HER OWN RECORDS.**

**LESSEE LEGAL PRINTED NAME: \*\***

[Redacted signature area]

**Lessee Signature(s)**

**Date of Signature(s)**

**LESSOR: TRLPROPERTY.COM**

\_\_\_\_\_  
**Matthew Tucco, Managing Partner**

\_\_\_\_\_  
**Date**

## INDIVIDUAL/CORPORATE GUARANTORS

THE UNDERSIGNED GUARANTEES PERFORMANCE OF ALL TERMS AND CONDITIONS OF THE ABOVE LEASE AGREEMENT BY LESSEE, AND THE PROMPT PAYMENT WHEN DUE OF ALL SUMS DUE THEREUNDER, HEREBY WAIVING ANY MODIFICATION, AMENDMENT OR EXTENSION AND NOTICE THEREOF. THE UNDERSIGNED FURTHER AGREES THAT IN THE EVENT OF DEFAULT BY LESSEE OF ANY OF THE TERMS OR CONDITIONS OF THIS LEASE, THE LESSOR SHALL HAVE THE RIGHT TO PURSUE ALL LEGAL REMEDIES AGAINST GUARANTOR(S) WHICH LESSOR IS ENTITLED TO PURSUE AGAINST THE LESSEE.

IN THE EVENT THAT ANY LITIGATION OR OTHER LEGAL PROCEEDING SHALL ARISE UNDER, AND/OR IN CONNECTION WITH THE LEASE AND/OR THIS GUARANTY, SUCH LITIGATION OR OTHER LEGAL PROCEEDING SHALL BE CONDUCTED IN AN INDIANA COURT LOCATED WITHIN THE COUNTY OF RESIDENCE OF THE MANAGING PARTNER OF **TRLPROPERTY.COM**. FURTHERMORE, THE UNDERSIGNED HEREBY ACCEPTS AND CONSENTS TO JURISDICTION AND VENUE IN ANY INDIANA COURT LOCATED WITHIN THE COUNTY OF RESIDENCE OF THE MANAGING PARTNER OF **TRLPROPERTY.COM**, ITS SUCCESSORS OR ASSIGNS, AND THE UNDERSIGNED WAIVES ANY AND ALL DEFENSES AND/OR RIGHTS IN OPPOSITION THERETO. LESSOR IS ENTITLED TO COLLECT ANY AND ALL FEES, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES, 50% COLLECTION FEES, PERMIT FEES, AND COURT COSTS, IN CONNECTION WITH ANY DEFAULT OF THE LESSEE.

\_\_\_\_\_  
DATE

X

Guarantor Signature (s)

Guarantor Printed Name: \* \_\_\_\_\_ \*

RELATIONSHIP TO LESSEE: \*PARENT(S)\*

GUARANTOR ADDRESS: \*\*

GUARANTOR PHONE: CELL: \*\*

**GUARANTOR SOCIAL SECURITY NUMBER:** \_\_\_\_\_

If you do not wish to disclose your Social Security Number then please include a copy of your valid Driver's License with photo identification.

**UTILITY ACCOUNT INFORMATION**

All utilities of ELECTRIC, WATER, SEWER, INTERNET, Wi-Fi and TRASH are the responsibility of the TRL PROPERTY, the LESSOR.

WIRELESS PASSWORD FOR INTERNET ACCESS PROVIDED AFTER MOVE-IN.

**Do not order any Wireless or Internet.**

Your legal address will be:

*701 N. Dicks Street, Apartment Number \*\*, Muncie, Indiana 47303.*

{A mailbox is provided for correspondence via United States Mail.}

We strongly recommend you obtain a “Renter’s Insurance Policy” for coverage of your personal possessions during the term of this lease.

NOTES:

\***TRLPROPERTY.COM** is responsible for all utilities of Electric, Water, Sewer, Internet, Wi-Fi and Trash. A “Smart” TV is required for TV viewing via a streaming subscription. An AT&T TV-package can be added at the option and expense of the Lessee.

A parking pass shall be issued PER TENANT for a maximum of (2) two vehicles to park within the boundaries of the TRL Property reserved parking area. **ONE PARKING PASS PER TENANT-MAXIMUM.**

Lessor does not allow the use of “baby wipes” {labeled flushable or nonflushable} to be disposed down any plumbing fixtures at any time. Lessee is responsible for stoppage or back up.

**NOTE: Rent rate changes are due to increases for the following expenses: Electric, water, internet & WiFi, sewer and trash utilities and increases in Property Taxes from Delaware County, Indiana assessments.**