

AG Rentals & Management

4915 Illinois Rd, Suite A • Fort Wayne, IN 46804
(260) 206-6948



1. Residency and Financials

1.1 PARTIES

I, ~~Rebekah Clabaugh, John D. Clabaugh~~ [Tenant], [Co-signer] hereby make application with **AG Rentals & Management LLC**, [Landlord], to rent the property located at:

**7606 N Roanoke Rd - A
Huntington, IN 46750**

with the understanding that it will be used as a residence for **2** adult(s) and **N/A** Child/Children, whose age(s) is/are **N/A**.

NOTE: Occupancy of property by any person other than those listed above without written consent of **AG Rentals & Management LLC** shall be cause for eviction. Landlord must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

Landlord is a property management company, and as such, it may not be the owner of record of the property described in this Lease. Therefore, questions or demands for repairs, improvements, or other actions may take extra time while the property owner's permission is sought.

Ownership and/or management is subject to change and the tenant(s) shall be responsible to fulfill all duties and obligations owing under this Lease, including payment of rent, to another person as Landlord may assign.

1.2 ASSIGNMENT OR SUBLEASES (ETC.) PROHIBITED

Tenant shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Property, nor grant a license or concession in connection therewith without Landlord's written consent.

1.3 LEASED PREMISES

In consideration for the use of the premises and appurtenances located at:

**7606 N Roanoke Rd - A
Huntington, IN 46750**

Tenant hereby acknowledges that he or she has inspected the property carefully and has found it to be suitable, clean, and in otherwise habitable condition. Tenant further acknowledges that Landlord has not made any representation or warranty as to the condition, suitability, or state of repair of Property nor has there been any promise to repair or improve it at any time beyond the provisions already contained in this Lease.

1.4 TERMS

The term of this Lease shall begin on **02/01/2024** and shall end on **01/31/2025** After this initial term has concluded, the parties may continue this Lease, according to all its other provisions contained herein, on a month-to-month basis, by the offer and acceptance of future payments.

At all times, Tenant shall give Landlord written notice of intent to vacate Property at least 30 days prior to actually moving out. See also section "1.9 Early Termination Fees"

1.5 SECURITY DEPOSIT

We agree to the deposit with the landlord the sum of _____ to be used as a security deposit and refunded within 45 days provided that the Tenant has moved out, given up possession of property, returned keys, submitted a forwarding address in writing to the leasing office, and complied with all the terms of this agreement. Vacating the unit prior to the completion of the lease will result in the forfeit of the security deposit. Tenant may never, under any circumstances, apply the security deposit held by Landlord toward the monthly rent payment due

under Lease.

1.6 RENT

The Tenant agrees to rent the same in installments of **\$650.00** per month for 12 months consecutively. Payments must be received at the leasing office at **4915 Illinois Rd - Suite A, Fort Wayne, IN 46804**. Payments should be in form of money orders, cashier's checks, personal checks or online payments. Any rental payment check returned to the landlord due to insufficient funds will constitute nonpayment of rent. A fee of \$35.00 for the returned check will be collected from the tenant, in addition to any delinquency charges.

Partial Payments: The acceptance by the landlord of any partial payments of rent shall not constitute a waiver of any of the landlord's rights either under this agreement or at law.

1.7 LATE FEES

We agree that any payment not received by the close of business on the fifth (5th) day of each month shall be considered delinquent (late). Because of this lenient grace period, no exceptions will be made. A late fee in the amount of 10% of total rent will be charged on any rent not paid in full on or before the fifth (5th) day of each month.

1.8 DEFAULT NOTICE AND ATTORNEY FEES

Notices of default to the tenants may be given by mail, by hand or by attaching to the door of the premises. Default notices are only a courtesy reminder of the past due rent and will not be required to be sent before the landlord may begin the court eviction process. In the event that the landlord files a claim for possession of the leased premises with the appropriate court having jurisdiction, and obtain possession through a Writ of Restitution, the landlord will have right to remove all of the tenant's property. The landlord will store items that appear to have reasonable value under lock and key for a period of fourteen (14) days. If the tenant makes no claim to these items within fourteen (14) days, the landlord assumes that the items are of no value to the tenant. The tenant acknowledges theft or damages to the personal property incurred after such eviction notice has been posted on the property are not his responsibility of the landlord.



In case of default under this agreement, tenant agrees to pay all reasonable attorney fees occasioned by the default as well as any court costs arising out of any court action due to default.

1.9 EARLY TERMINATION FEES

Should Tenant terminate or cancel Lease before the completion of its initial 12-month or 24 month term or otherwise be in default of his or her payment obligations, he or she becomes liable, as a liquidated damages payment, to pay the remaining balance for all amounts of rental or other payments due (such as utilities, fees, etc.) for the remainder of the initial term. Landlord shall make reasonable attempts to mitigate the damages to the extent required by law.

Should Tenant terminate or cancel Lease at or after the completion of its initial 12-month term or otherwise vacate Property without giving Landlord written notice as required, Tenant shall be liable for an Early Termination Fee equal to one month's rent. Additionally, should Tenant terminate Lease for any reason or Landlord terminate lease for good cause, Tenant shall be charged a Cancellation Fee equal to two additional months' rent in order to compensate Landlord for costs related to obtaining possession of Property, removal of Tenant's personal property, care of Property while vacant, costs incurred in re-letting Property, repairs, etc.

By initialing below, you acknowledge and agree to the terms in Section 1.

* * * Rebekah Claiborn * * * * * John E. Claiborn * * * * *

2. Policies and Procedures

2.1 NOISE, NUISANCE AND VISITOR RESPONSIBILITY

Tenant shall not make or permit any loud, raucous, improper, unreasonable, offensive, or unusual noise or disorder on or near Property that violates a local noise ordinance or disturbs, injures, or endangers the peace or safety of others. Tenant shall turn down volume of electronic or similar devices after 10:30 p.m.

1. Tenant shall not create a nuisance situation by disturbing, annoying or inconveniencing others.
2. Tenant agrees to comply with all state and local laws, regulations and ordinances.
3. Tenant agrees to assume all legal responsibility for the acts and conduct of any visitor and will not violate any laws in the premises.

2.2 SMOKING

No smoking should be allowed inside the premises. Noncompliance with this rule will cause the Tenant to be subject to be in default of this agreement.

2.3 PET OBLIGATIONS

Tenant shall pay a one-time, non-refundable pet deposit of **\$300 per pet** and an additional Pet Fee of **\$30 per pet** monthly.

Tenant shall not keep pets on Property unless he or she obtains prior written consent from Landlord. You must remove any unauthorized animal within 24 hours of notice from us or you will be considered in default of this Lease Contract. The following dog breeds shall never be approved: Pit Bull, Rottweiler, Doberman, Chow, and German Shepherd. Landlord reserves the right to reject any dog, even given prior approval. Tenant shall be financially responsible for all damages to Property caused by his or her pets. Upon vacating Property, Tenant shall pay either an independent professional service or Landlord to have all carpets located on Property professionally cleaned and defleaed (removed of fleas). Tenant shall exterminate for fleas twice during each twelve-month period and maintain proofs of such action.

Absolutely no pet sitting is allowed on any of the properties. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to a \$400.00 fine, damages, eviction, and other remedies of fees provided in this Lease Contract.



[Tenant Initials] Tenant acknowledges that failure to obtain Landlord's written consent for any pet or failure to pay Pet Fees shall be grounds for eviction from Property.

2.4 ILLEGAL ACTIVITY

Illegal Activity: Tenant shall never participate in, allow, or operate any illegal, criminal, or drug-related activity on Property. Any such activity shall result in immediate termination of this Lease and eviction.

2.5 UTILITIES

Tenant will pay all utilities as they come due and be responsible for posting any deposits necessary for security utility hookup. Utility bills that accrue from the date of possession through the date the service is put into the name of the tenants will be added to the next month's rent. This amount will be pro-rated by the number of days the tenant had possession before the utilities were switched. Tenant shall keep these utilities on at all times at appropriate levels. Tenant shall be liable for any damage done to Property (the premises) or Tenant's personal property as a result of service disconnect. Failure to keep utilities on will result in eviction from the property. The Tenant will get 48 hours from lease signing date to get utilities transferred over to their name. The following utilities will be paid by L-Landlord or T- Tenant.

Water, sewer, trash services & storm charges

Gas Services

Electric Services

2.6 MOVING FROM PREMISES

After voluntarily moving from the premises, any items of personal property left shall be considered abandoned and become the property of the landlord as part for said moving and storage.

TENANT SHALL BE DEEMED IN POSSESSION OF THE LEASED PREMISES UNTIL THE KEYS TO THE LEASED PREMISES ARE DELIVERED TO THE LANDLORD AND THE LANDLORD HAS BEEN NOTIFIED THAT THE LEASED PREMISES CAN BE INSPECTED. THE KEYS MUST BE RETURNED TO THE LEASING OFFICE DURING REGULAR BUSINESS HOURS.

2.7 ABANDONMENT OF PROPERTY

Should Tenant leave Property unoccupied for 15 days without having paid rent in advance for that month or while owing any back rent from previous months, Landlord shall have the right to take immediate possession of Property and to bar Tenant from returning.



2.8 LANDLORDS RIGHT TO ENTER

We agree that the landlord or his appointed representatives shall have the right to enter the premises at any reasonable time for inspections, repairs, or to show to prospective tenants or buyers.

2.9 KEYS AND LOCKS

Tenants will be charged \$10 for replacing keys and or opening doors if tenant is locked out. If locks need to be replaced for any reason, there will be a \$60 replacement fee per lock. No locks may be changed or added on any door without written permission from Landlord. Tenant shall provide landlord with copies of keys to any locks changed while tenant has possession.

By initialing below, you acknowledge and agree to the terms in Section 2.

X  X 
* * * Rebekah Claiborn * * * * * John D. Claiborn * * * *

3. Property Maintenance and Condition

3.1 NON EMERGENCY REPAIRS

Tenant shall report any damage or problem immediately upon discovery or Tenant may be held responsible for the cost.

Non emergency repairs will be addressed based on its importance. We make repairs Monday to Friday from 8 AM to 5 PM.

3.2 EMERGENCY REPAIRS

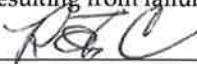
After making any appropriate 9-1-1 calls, Tenant shall immediately report to Landlord's Office all emergencies and emergency repair needs at (260) 206-6948, leaving a phone message if no staff member answers the call. Such emergencies include, but are not limited to, flooding and other water issues, heating loss issues in winter, fires, broken windows, serious bodily injury, and security situations. In the event that the maintenance department is not available and a maintenance emergency, described as and limited to a water supply leak, a sewer back up, electrical, or no heat during the winter season, occurs, tenant at their discretion, may contact an outside company for repairs. Landlord will reimburse up to \$200 when a legitimate receipt is provided.

3.3 MISSED APPOINTMENTS

In the event an appointment has been scheduled, due to a lack of access to property or any special circumstance, a \$35 trip charge will be added to Tenants account if tenant is not home at the scheduled appointment time.

3.4 MOLD, MOISTURE, DUST

Tenant shall take all necessary measures, including appropriate climate control, to prevent and retard mold accumulation on dwelling units of Property. Regardless, Tenant shall keep dwelling units free from any mold that accumulates anyway. Tenant shall dust any dwelling unit on a regular basis and remove visible moisture accumulation on windows, window sills, walls, floors, ceiling and other surfaces as soon as practicable. Tenant shall be solely responsible for all damages to the dwelling unit and personal property as well as any injury to Tenant resulting from failure to comply with the provisions of this section.

 [Tenant Initials] Tenant acknowledges that failure to correct serious or repeated violations of this section shall be considered grounds for eviction.



3.5 PROPERTY MAINTENANCE AND CONDITION

A. Flooring: Carpets or any other kind of covering nailed or cemented to any of the floors become the sole property of the landlord. Residents will not install any equipment requiring changes to the physical structure, electrical, or plumbing system without a written permission from the leasing office (landlord). On units that the landlord pays the utilities, the tenant(s) cannot put in any appliance, (air conditioner, washer, dryer, etc.) without written permission from the leasing office (landlord).


B. Maintenance credit and improvements: Rental credit for maintenance repairs or improvements contracted by the tenant will not be given if reasonable attempts to contact the leasing office concerning the repairs have not been made for repairs or approval has not been given for improvements. Any receipts for the approved repairs and improvements will only be given as rent credit and never as refund or cash.

C. Pests: Landlord shall not be liable for the presence of insects, bugs, or vermin, if any, on Property, nor from damages suffered therefrom. Tenant shall be responsible for acquiring appropriate professional pest extermination services, as necessary, except that Tenant, with written notice, may direct Landlord to hire such services instead. Tenant shall be responsible for all costs, such to be added to the next month's rent payment.

D. General Condition: Tenant shall maintain and return Property in condition as clean and good as Commencement Date. Tenant shall use equipment, electrical systems, plumbing, sanitary systems, heating, ventilating, and air conditioning systems located on Property only in a reasonable manner. Tenant shall be solely responsible for and shall pay Landlord immediately for all damages to Property, except for normal wear and tear, caused by Tenant. Examples include any broken windows or battered doors.

E. Painting: Tenant at his or her expense, shall restore paint to its original color upon vacating Property.

F. Garbage: Tenant shall maintain the Property grounds free from garbage, litter, and other unsanitary waste. Tenant shall maintain all garbage and recycling receptacles in an orderly manner at all times on the side of the principal structure, except that such receptacles may be placed for curbside pickup from noon the day before the scheduled pickup day to noon the day after the scheduled pickup day. At no time shall the placement of such receptacles impede pedestrian or vehicular traffic. Tenant shall not dispose of motor oil, antifreeze, car batteries, or other toxic materials in with garbage and/or recycling collection.

 **G. Bulbs and Filters:** Tenant, at his or her own expense, shall maintain light bulbs, air conditioning, and furnace filters where applicable. Furnace filters must be replaced every three (3) months. In the event furnace goes out due to neglect of filter replacement, tenant will be responsible for the first \$250 of bill.

We do NOT change furnace filters. AG Rentals responsible.

H. Egress: Tenant shall not obstruct in any manner any means of coming or going from any portion of Property.

I. Flammable or combustible materials: Tenant shall not have or store flammable or combustible materials on Property in an amount considered dangerous by law.

J. Swimming Pool: Tenant shall not install, use or permit use of any swimming pool on Property, unless with Landlord's written permission.

K. Storage of Property: This Lease does not convey any special right of storage, and Landlord shall not assume responsibility for any loss or damage for any personal property stored by Tenant on Property.

L. Plumbing: Tenant is responsible for all plumbings repairs due to negligence including faucets, leaks, stopped up pipes, frozen pipes, water damage and bathroom caulking.

M. Windows & Storm Doors: Tenants is responsible for all glass, screen and storm door repairs due to negligence

N. Carpets: When vacating the property, tenant shall contract with an independent professional cleaning service for the cleaning of any and

all installed carpets located on property. Tenant shall offer Landlord proof (receipts) of such service upon request.

3.6 FIXTURES, APPLIANCE INSTALLATION, CARPETS, WOODWORK, PLUMBING, ETC.

Tenant shall not install any equipment requiring changes to the physical structure, electrical, or plumbing system without Landlord's written consent. For any appliance, monthly utility, or service provided by Landlord (air conditioner, washer, dryer, etc.), Tenant shall not install any related appliance without Landlord's written consent. Should Tenant nail or cement any kind of carpet or other covering to any floor or install any other permanent fixture on Property, it becomes the sole property of Landlord. Under no circumstances shall Tenant ever paint, damage, or alter the stained woodwork on Property.

Tenant shall be liable for all plumbing stoppages and sewer-cleaning services during his or her tenancy. Tenant shall not put or pour any debris, grease, paper towels, Q-tips, tampons, feminine wipes, baby wipes or any other inappropriate matter into the sink, drains, or toilets.

Should Tenant be in Default of any provision of this section, Tenant shall be charged a \$250 Non-Compliance Fee, along with the entire bill from a professional service company to clean or repair any damage resulting.

REC [Tenant Initials] Tenant acknowledges that failure to observe all the provisions in this section may incur significant financial liability, as discussed above.

DC

3.7 APPLIANCES

Appliances: The following appliances marked "X" are to be provided and repaired by the landlord, any appliance not listed but present, the tenant may use, but will not be repaired. All appliances provided by landlord are to be left in the premises in the event of move out. Theft of appliances will be prosecuted.

- Refrigerator
- Range
- Microwave
- Washer
- Garage Door Opener
- Air Conditioner
- Dishwasher
- Dryer

3.8 LAWN CARE AND SNOW REMOVAL

Tenant shall mow lawn and rake leaves, as appropriate, and otherwise provide for a clean, trim grounds. Tenant shall clear all sidewalks and walkways of snow accumulation in accord with local law.

- Lawn Care
- Snow Removal

3.9 SMOKE DETECTORS

In accord with U.S. Fire Administration recommendations, Tenant shall check smoke detectors on Property at least once a month and replace smoke detector batteries at least twice a year to ensure their proper functioning. Tenant shall immediately notify Landlord if any smoke detector is not functioning properly. In the event a smoke detector is not functioning, or Tenant is unable to replace its batteries, Tenant shall notify Landlord, upon which Landlord will resolve the issue.

Landlord may also inspect smoke detectors during routine inspections, replacing or repairing those found not to be functioning properly.

REC [Tenant Initials] Tenant hereby acknowledges that Property is equipped with a functional smoke detector.

we provided a smoke detector because none was present.

DC

By initialing below, you acknowledge and agree to the terms in Section 3.

X Rebecca Clabaugh * * * X John D. Clabaugh * * *

4. Disclosures and Renters Insurance

4.1 LEAD WARNING STATEMENT AND DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below)

(i) ___ Known lead-based paint and/or lead-based paint hazards are present in or near the housing unit

(explain):

(ii) X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in or near the housing unit.

(b) Records and reports available to the landlord (check (i) or (ii) below):

(i) ___ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or near the housing (list documents below)

(ii) X Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial accordingly)

(c) Rebecca Tenant has received copies of all information listed above.

(d) Rebecca Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial accordingly)

(e) FA Agent has informed the lessor of the lessor's obligation under 42 U.S.C. 4852s and is aware of his/her responsibility to ensure compliance.

4.2 RENTERS INSURANCE

Tenant shall notify Landlord by choosing one of the options below with regard to his or her current status of renter's insurance or other general liability insurance coverage. Tenant shall immediately notify Landlord in writing as to any changes thereto.

Should Tenant fail to maintain renter's insurance at any time, Tenant shall be solely responsible for all liability claims, damage, theft and vandalism to Property (the premises), Tenant's person and Tenant's personal property from any cause whatsoever.

Rebecca [Tenant Initials] Tenant currently have renter's insurance, as follows:



Insurance Company: Progressive

Policy Number: Q122715050

Expiration Date: Feb 2025

____ [Tenant Initials] I, Tenant do not have any renter's insurance coverage in place. I understand that I am personally liable for any and all loss or damage resulting.

By initialing below, you acknowledge and agree to the terms in Section 4.

X  X 
* * * * *
* * * * *
* * * * *



5. REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

5.1 REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$9.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of Three Dollars (\$3.00) to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

By signing below, you acknowledge and agree to the terms in Section 5.

X Rebekah D. Clabaugh
Lessee *Rebekah Clabaugh*
1-17-2024
Date Signed

X John D. Clabaugh
Lessee *John D. Clabaugh*
1-17-2024
Date Signed

AG Rentals & Management

4915 Illinois Rd, Suite A • Fort Wayne, IN 46804
(260) 206-6948



6. Sign and Accept

6.1 CERTIFICATION OF ACCURACY

By signing the lease, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Tenant acknowledges that he or she has had an ample opportunity to review this Lease and have it fully explained, that all questions about this Lease have been answered, and that he or she fully understands all the provisions of this Lease and the obligations and responsibilities of each party, as spelled herein. Tenant further agrees to fulfill his or her obligations under this Lease in every respect or else potentially suffer the full legal and financial consequences of failure to fulfill them. Tenant hereby acknowledges receiving a copy of this Lease and all required disclosures.

6.2 PRORATES, DATE OF POSSESSION & PET FEE

Date of Possession: 05/01/2020

Non-refundable pet deposit \$ 2 Pets

Household Occupants:

X *Rebekah O. Clabaugh*
Lessee Rebekah O. Clabaugh
1-17-2024
Date Signed

X *John D. Clabaugh*
Lessee * John D. Clabaugh *
1-17-2024
Date Signed

X *[Signature]*
Lessor
1-26-24
Date Signed

AG Rentals & Management

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(260) 206-6948



1. Residency and Financials

1.1 PARTIES

I, ~~Christian O. Armas~~ [Tenant], [Co-signer] hereby make application with **AG Rentals & Management LLC**, [Landlord], to rent the property located at:

**7606 N Roanoke Rd - #1
Huntington, IN 46750**

with the understanding that it will be used as a residence for 1 adult(s) and N/A Child/Children, whose age(s) is/are N/A.

NOTE: Occupancy of property by any person other than those listed above without written consent of **AG Rentals & Management LLC** shall be cause for eviction. Landlord must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

Landlord is a property management company, and as such, it may not be the owner of record of the property described in this Lease. Therefore, questions or demands for repairs, improvements, or other actions may take extra time while the property owner's permission is sought.

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Tenant hereby acknowledges that he or she has inspected the property carefully and has found it to be suitable, clean, and in otherwise habitable condition. Tenant further acknowledges that Landlord has not made any representation or warranty as to the condition, suitability, or state of repair of Property nor has there been any promise to repair or improve it at any time beyond the provisions already contained in this Lease.

1.4 TERMS

The term of this Lease shall begin on **01/26/2024** and shall end on **01/31/2025** After this initial term has concluded, the parties may continue this Lease, according to all its other provisions contained herein, on a month-to-month basis, by the offer and acceptance of future payments.

At all times, Tenant shall give Landlord written notice of intent to vacate Property at least 30 days prior to actually moving out. See also section "1.9 Early Termination Fees"

1.5 SECURITY DEPOSIT

We agree to the deposit with the landlord the sum of **\$1,370.00** to be used as a security deposit and refunded within 45 days provided that the Tenant has moved out, given up possession of property, returned keys, submitted a forwarding address in writing to the leasing office, and complied with all the terms of this agreement. Vacating the unit prior to the completion of the lease will result in the forfeit of the security deposit. Tenant may never, under any circumstances, apply the security deposit held by Landlord toward the monthly rent payment

due under Lease.

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We agree that any payment not received by the close of business on the fifth (5th) day of each month shall be considered delinquent (late). Because of this lenient grace period, no exceptions will be made. A late fee in the amount of 10% of total rent will be charged on any rent not paid in full on or before the fifth (5th) day of each month.

1.8 DEFAULT NOTICE AND ATTORNEY FEES

Notices of default to the tenants may be given by mail, by hand or by attaching to the door of the premises. Default notices are only a courtesy reminder of the past due rent and will not be required to be sent before the landlord may begin the court eviction process. In the event that the landlord files a claim for possession of the leased premises with the appropriate court having jurisdiction, and obtain possession through a Writ of Restitution, the landlord will have right to remove all of the tenant's property. The landlord will store items that appear to have reasonable value under lock and key for a period of fourteen (14) days. If the tenant makes no claim to these items within fourteen (14) days, the landlord assumes that the items are of no value to the tenant. The tenant acknowledges theft or damages to the personal property incurred after such eviction notice has been posted on the property are not his responsibility of the landlord.

In case of default under this agreement, tenant agrees to pay all reasonable attorney fees occasioned by the default as well as any court costs arising out of any court action due to default.

1.9 EARLY TERMINATION FEES

Should Tenant terminate or cancel Lease before the completion of its initial 12-month or 24 month term or otherwise be in default of his or her payment obligations, he or she becomes liable, as a liquidated damages payment, to pay the remaining balance for all amounts of rental or other payments due (such as utilities, fees, etc.) for the remainder of the initial term. Landlord shall make reasonable attempts to mitigate the damages to the extent required by law.

Should Tenant terminate or cancel Lease at or after the completion of its initial 12-month term or otherwise vacate Property without giving Landlord written notice as required, Tenant shall be liable for an Early Termination Fee equal to one month's rent. Additionally, should Tenant terminate Lease for any reason or Landlord terminate lease for good cause, Tenant shall be charged a Cancellation Fee equal to two additional months' rent in order to compensate Landlord for costs related to obtaining possession of Property, removal of Tenant's personal property, care of Property while vacant, costs incurred in re-letting Property, repairs, etc.

By initialing below, you acknowledge and agree to the terms in Section 1.

X 

Christian O. Arias

2. Policies and Procedures

2.1 NOISE, NUISANCE AND VISITOR RESPONSIBILITY

Tenant shall not make or permit any loud, raucous, improper, unreasonable, offensive, or unusual noise or disorder on or near Property that violates a local noise ordinance or disturbs, injures, or endangers the peace or safety of others. Tenant shall turn down volume of electronic or similar devices after 10:30 p.m.

1. Tenant shall not create a nuisance situation by disturbing, annoying or inconveniencing others.
2. Tenant agrees to comply with all state and local laws, regulations and ordinances.
3. Tenant agrees to assume all legal responsibility for the acts and conduct of any visitor and will not violate any laws in the premises.

2.2 SMOKING

No smoking should be allowed inside the premises. Noncompliance with this rule will cause the Tenant to be subject to be in default of this agreement.

2.3 PET OBLIGATIONS

Tenant shall pay a one-time, non-refundable pet deposit of **\$300 per pet** and an additional Pet Fee of **\$30 per pet** monthly.

Tenant shall not keep pets on Property unless he or she obtains prior written consent from Landlord. You must remove any unauthorized animal within 24 hours of notice from us or you will be considered in default of this Lease Contract. The following dog breeds shall never be approved: Pit Bull, Rottweiler, Doberman, Chow, and German Shepherd. Landlord reserves the right to reject any dog, even given prior approval. Tenant shall be financially responsible for all damages to Property caused by his or her pets. Upon vacating Property, Tenant shall pay either an independent professional service or Landlord to have all carpets located on Property professionally cleaned and defleaed (removed of fleas). Tenant shall exterminate for fleas twice during each twelve-month period and maintain proofs of such action.

Absolutely no pet sitting is allowed on any of the properties. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to a \$400.00 fine, damages, eviction, and other remedies of fees provided in this Lease Contract.

^{DS}


____ [Tenant Initials] Tenant acknowledges that failure to obtain Landlord's written consent for any pet or failure to pay Pet Fees shall be grounds for eviction from Property.

2.4 ILLEGAL ACTIVITY

Illegal Activity: Tenant shall never participate in, allow, or operate any illegal, criminal, or drug-related activity on Property. Any such activity shall result in immediate termination of this Lease and eviction.

2.5 UTILITIES

Tenant will pay all utilities as they come due and be responsible for posting any deposits necessary for security utility hookup. Utility bills that accrue from the date of possession through the date the service is put into the name of the tenants will be added to the next month's rent. This amount will be pro-rated by the number of days the tenant had possession before the utilities were switched. Tenant shall keep these utilities on at all times at appropriate levels. Tenant shall be liable for any damage done to Property (the premises) or Tenant's personal property as a result of service disconnect. Failure to keep utilities on will result in eviction from the property. The Tenant will get 48 hours from lease signing date to get utilities transferred over to their name. The following utilities will be paid by L-Landlord or T- Tenant.

Water, sewer, trash services & storm charges

Gas Services

Electric Services

2.6 MOVING FROM PREMISES

After voluntarily moving from the premises, any items of personal property left shall be considered abandoned and become the property of the landlord as part for said moving and storage.

TENANT SHALL BE DEEMED IN POSSESSION OF THE LEASED PREMISES UNTIL THE KEYS TO THE LEASED PREMISES ARE DELIVERED TO THE LANDLORD AND THE LANDLORD HAS BEEN NOTIFIED THAT THE LEASED PREMISED CAN BE INSPECTED. THE KEYS MUST BE RETURNED TO THE LEASING OFFICE DURING REGULAR BUSINESS HOURS.

2.7 ABANDONMENT OF PROPERTY

Should Tenant leave Property unoccupied for 15 days without having paid rent in advance for that month or while owing any back rent from previous months, Landlord shall have the right to take immediate possession of Property and to bar Tenant from returning.

2.8 LANDLORDS RIGHT TO ENTER

We agree that the landlord or his appointed representatives shall have the right to enter the premises at any reasonable time for inspections, repairs, or to show to prospective tenants or buyers.

2.9 KEYS AND LOCKS

Tenants will be charged \$10 for replacing keys and or opening doors if tenant is locked out. If locks need to be replaced for any reason, there will be a \$60 replacement fee per lock. No locks may be changed or added on any door without written permission from Landlord. Tenant shall provide landlord with copies of keys to any locks changed while tenant has possession.

By initialing below, you acknowledge and agree to the terms in Section 2.

X 
Christian O. Arica *

3. Property Maintenance and Condition

3.1 NON EMERGENCY REPAIRS

Tenant shall report any damage or problem immediately upon discovery or Tenant may be held responsible for the cost.

Non emergency repairs will be addressed based on its importance. We make repairs Monday to Friday from 8 AM to 5 PM.

3.2 EMERGENCY REPAIRS


After making any appropriate 9-1-1 calls, Tenant shall immediately report to Landlord's Office all emergencies and emergency repair needs at (260) 206-6948, leaving a phone message if no staff member answers the call. Such emergencies include, but are not limited to, flooding and other water issues, heating loss issues in winter, fires, broken windows, serious bodily injury, and security situations. In the event that the maintenance department is not available and a maintenance emergency, described as and limited to a water supply leak, a sewer back up, electrical, or no heat during the winter season, occurs, tenant at their discretion, may contact an outside company for repairs. Landlord will reimburse up to \$200 when a legitimate receipt is provided.

3.3 MISSED APPOINTMENTS

In the event an appointment has been scheduled, due to a lack of access to property or any special circumstance, a \$35 trip charge will be added to Tenants account if tenant is not home at the scheduled appointment time.

3.4 MOLD, MOISTURE, DUST

Tenant shall take all necessary measures, including appropriate climate control, to prevent and retard mold accumulation on dwelling units of Property. Regardless, Tenant shall keep dwelling units free from any mold that accumulates anyway. Tenant shall dust any dwelling unit on a regular basis and remove visible moisture accumulation on windows, window sills, walls, floors, ceiling and other surfaces as soon as practicable. Tenant shall be solely responsible for all damages to the dwelling unit and personal property as well as any injury to Tenant resulting from failure to comply with the provisions of this section.

 [Tenant Initials] Tenant acknowledges that failure to correct serious or repeated violations of this section shall be considered grounds for eviction.

3.5 PROPERTY MAINTENANCE AND CONDITION

A. Flooring: Carpets or any other kind of covering nailed or cemented to any of the floors become the sole property of the landlord. Residents will not install any equipment requiring changes to the physical structure, electrical, or plumbing system without a written permission from the leasing office (landlord). On units that the landlord pays the utilities, the tenant(s) cannot put in any appliance, (air conditioner, washer, dryer, etc.) without written permission from the leasing office (landlord).

B. Maintenance credit and improvements: Rental credit for maintenance repairs or improvements contracted by the tenant will not be given if reasonable attempts to contact the leasing office concerning the repairs have not been made for repairs or approval has not been given for improvements. Any receipts for the approved repairs and improvements will only be given as rent credit and never as refund or cash.

C. Pests: Landlord shall not be liable for the presence of insects, bugs, or vermin, if any, on Property, nor from damages suffered therefrom. Tenant shall be responsible for acquiring appropriate professional pest extermination services, as necessary, except that Tenant, with written notice, may direct Landlord to hire such services instead. Tenant shall be responsible for all costs, such to be added to the next month's rent payment.

D. General Condition: Tenant shall maintain and return Property in condition as clean and good as Commencement Date. Tenant shall use equipment, electrical systems, plumbing, sanitary systems, heating, ventilating, and air conditioning systems located on Property only in a reasonable manner. Tenant shall be solely responsible for and shall pay Landlord immediately for all damages to Property, except for normal wear and tear, caused by Tenant. Examples include any broken windows or battered doors.

E. Painting: Tenant at his or her expense, shall restore paint to its original color upon vacating Property.

F. Garbage: Tenant shall maintain the Property grounds free from garbage, litter, and other unsanitary waste. Tenant shall maintain all garbage and recycling receptacles in an orderly manner at all times on the side of the principal structure, except that such receptacles may be placed for curbside pickup from noon the day before the scheduled pickup day to noon the day after the scheduled pickup day. At no time shall the placement of such receptacles impede pedestrian or vehicular traffic. Tenant shall not dispose of motor oil, antifreeze, car batteries, or other toxic materials in with garbage and/or recycling collection.

G. Bulbs and Filters: Tenant, at his or her own expense, shall maintain light bulbs, air conditioning, and furnace filters where applicable. Furnace filters must be replaced every three (3) months. In the event furnace goes out due to neglect of filter replacement, tenant will be responsible for the first \$250 of bill.

H. Egress: Tenant shall not obstruct in any manner any means of coming or going from any portion of Property.

I. Flammable or combustible materials: Tenant shall not have or store flammable or combustible materials on Property in an amount considered dangerous by law.

J. Swimming Pool: Tenant shall not install, use or permit use of any swimming pool on Property, unless with Landlord's written permission.

K. Storage of Property: This Lease does not convey any special right of storage, and Landlord shall not assume responsibility for any loss or damage for any personal property stored by Tenant on Property.

L. Plumbing: Tenant is responsible for all plumbings repairs due to negligence including faucets, leaks, stopped up pipes, frozen pipes, water damage and bathroom caulking.

M. Windows & Storm Doors: Tenants is responsible for all glass, screen and storm door repairs due to negligence

N. Carpets: When vacating the property, tenant shall contract with an independent professional cleaning service for the cleaning of any and

all installed carpets located on property. Tenant shall offer Landlord proof (receipts) of such service upon request.

3.6 FIXTURES, APPLIANCE INSTALLATION, CARPETS, WOODWORK, PLUMBING, ETC.

Tenant shall not install any equipment requiring changes to the physical structure, electrical, or plumbing system without Landlord’s written consent. For any appliance, monthly utility, or service provided by Landlord (air conditioner, washer, dryer, etc.), Tenant shall not install any related appliance without Landlord’s written consent. Should Tenant nail or cement any kind of carpet or other covering to any floor or install any other permanent fixture on Property, it becomes the sole property of Landlord. Under no circumstances shall Tenant ever paint, damage, or alter the stained woodwork on Property.

Tenant shall be liable for all plumbing stoppages and sewer-cleaning services during his or her tenancy. Tenant shall not put or pour any debris, grease, paper towels, Q-tips, tampons, feminine wipes, baby wipes or any other inappropriate matter into the sink, drains, or toilets.

Should Tenant be in Default of any provision of this section, Tenant shall be charged a \$250 Non-Compliance Fee, along with the entire bill from a professional service company to clean or repair any damage resulting.

COA [Tenant Initials] Tenant acknowledges that failure to observe all the provisions in this section may incur significant financial liability, as discussed above.

3.7 APPLIANCES

Appliances: The following appliances marked “X” are to be provided and repaired by the landlord, any appliance not listed but present, the tenant may use, but will not be repaired. All appliances provided by landlord are to be left in the premises in the event of move out. Theft of appliances will be prosecuted.

- Refrigerator
- Range
- Microwave
- Washer
- Garage Door Opener
- Air Conditioner
- Dishwasher
- Dryer

3.8 LAWN CARE AND SNOW REMOVAL

Tenant shall mow lawn and rake leaves, as appropriate, and otherwise provide for a clean, trim grounds. Tenant shall clear all sidewalks and walkways of snow accumulation in accord with local law.

- Lawn Care
- Snow Removal

3.9 SMOKE DETECTORS

In accord with U.S. Fire Administration recommendations, Tenant shall check smoke detectors on Property at least once a month and replace smoke detector batteries at least twice a year to ensure their proper functioning. Tenant shall immediately notify Landlord if any smoke detector is not functioning properly. In the event a smoke detector is not functioning, or Tenant is unable to replace its batteries, Tenant shall notify Landlord, upon which Landlord will resolve the issue.

Landlord may also inspect smoke detectors during routine inspections, replacing or repairing those found not to be functioning properly.

COA [Tenant Initials] Tenant hereby acknowledges that Property is equipped with a functional smoke detector.

By initialing below, you acknowledge and agree to the terms in Section 3.

X 
 Christian C. Arias

4. Disclosures and Renters Insurance

4.1 LEAD WARNING STATEMENT AND DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below

(i) ___ Known lead-based paint and/or lead-based paint hazards are present in or near the housing unit

(explain):

(ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in or near the housing unit.

(b) Records and reports available to the landlord (check (i) or (ii) below):

(i) ___ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or near the housing (list documents below


(ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial accordingly)

(c)  Tenant has received copies of all information listed above.

(d)  Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

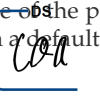
Agent's Acknowledgment (initial accordingly)

(e)  Agent has informed the lessor of the lessor's obligation under 42 U.S.C. 4852s and is aware of his/her responsibility to ensure compliance.

4.2 TENANT INSURANCE

Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

Tenant must purchase and maintain General Legal Liability insurance in the amount of \$100,000.00 to cover losses to the leased Premises, structure or the property and any other loss to Landlord's interest in the Premises, for the duration of the lease term. Failure to do so will result in a default under this Agreement.

 [Tenant Initials] Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

By initialing below, you acknowledge and agree to the terms in Section 4.

X 
* Christian B. Ariza *

AG Rentals & Management

4915 Illinois Rd, Suite A • Fort Wayne, IN 46804
(260) 206-6948



5. REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

5.1 REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$9.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of Three Dollars (\$3.00) to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

By signing below, you acknowledge and agree to the terms in Section 5.

X DocuSigned by:
Christian O. Arias
5C3E01B13A9B48B...
Lessee Christian O. Arias
1/25/2024
Date Signed

AG Rentals & Management

4915 Illinois Rd, Suite A • Fort Wayne, IN 46804
(260) 206-6948



6. Sign and Accept

6.1 CERTIFICATION OF ACCURACY

By signing the lease, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Tenant acknowledges that he or she has had an ample opportunity to review this Lease and have it fully explained, that all questions about this Lease have been answered, and that he or she fully understands all the provisions of this Lease and the obligations and responsibilities of each party, as spelled herein. Tenant further agrees to fulfill his or her obligations under this Lease in every respect or else potentially suffer the full legal and financial consequences of failure to fulfill them. Tenant hereby acknowledges receiving a copy of this Lease and all required disclosures.

6.2 PRORATES, DATE OF POSSESSION & PET FEE

Prorated rent for **February 2024**, is \$ **\$137.00**

Date of Possession: **01/26/2024**

Non-refundable pet deposit \$ **N/A**

Household Occupants:

X ^{DocuSigned by:}
Christian O. Arias

Lessee ~~Christian O. Arias~~
1/25/2024

Date Signed

X ^{DocuSigned by:}
Janet Magallanes

Lessor
1/26/2024

Date Signed

AG Rentals & Management

4666 W Jefferson Blvd • STE 190 • Fort Wayne, IN 46804
(260) 206-6948



1. Residency and Financials

1.1 PARTIES

I, ~~Jacob A. Eston~~ [Tenant], [Co-signer] hereby make application with **AG Rentals & Management LLC**, [Landlord], to rent the property located at:

**7606 N Roanoke Rd - #3
Huntington, IN 46750**

with the understanding that it will be used as a residence for 1 adult(s) and N/A Child/Children, whose age(s) is/are N/A.

NOTE: Occupancy of property by any person other than those listed above without written consent of **AG Rentals & Management LLC** shall be cause for eviction. Landlord must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

Landlord is a property management company, and as such, it may not be the owner of record of the property described in this Lease. Therefore, questions or demands for repairs, improvements, or other actions may take extra time while the property owner's permission is sought.

Ownership and/or management is subject to change and the tenant(s) shall be responsible to fulfill all duties and obligations owing under this Lease, including payment of rent, to another person as Landlord may assign.

1.2 ASSIGNMENT OR SUBLEASES (ETC.) PROHIBITED

Tenant shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Property, nor grant a license or concession in connection therewith without Landlord's written consent.

1.3 LEASED PREMISES

In consideration for the use of the premises and appurtenances located at:

**7606 N Roanoke Rd - #3
Huntington, IN 46750**

Tenant hereby acknowledges that he or she has inspected the property carefully and has found it to be suitable, clean, and in otherwise habitable condition. Tenant further acknowledges that Landlord has not made any representation or warranty as to the condition, suitability, or state of repair of Property nor has there been any promise to repair or improve it at any time beyond the provisions already contained in this Lease.

1.4 TERMS

The term of this Lease shall begin on **05/21/2024** and shall end on **05/31/2025** After this initial term has concluded, the parties may continue this Lease, according to all its other provisions contained herein, on a month-to-month basis, by the offer and acceptance of future payments.

At all times, Tenant shall give Landlord written notice of intent to vacate Property at least 30 days prior to actually moving out. See also section "1.9 Early Termination Fees"

1.5 SECURITY DEPOSIT

We agree to the deposit with the landlord the sum of **\$1,300.00** to be used as a security deposit and refunded within 45 days provided that the Tenant has moved out, given up possession of property, returned keys, submitted a forwarding address in writing to the leasing office, and complied with all the terms of this agreement. Vacating the unit prior to the completion of the lease will result in the forfeit of the security deposit. Tenant may never, under any circumstances, apply the security deposit held by Landlord toward the monthly rent payment due under Lease.

1.6 RENT

The Tenant agrees to rent the same in installments of **\$650.00** per month for **12 months** consecutively. Rent is due on the 1st day of each

month. Payments must be received at the leasing office at **4915 Illinois Rd - Suite A, Fort Wayne, IN 46804**. Payments should be in form of money orders, cashier's checks, personal checks or online payments. Any rental payment check returned to the landlord due to insufficient funds will constitute nonpayment of rent. A fee of \$35.00 for the returned check will be collected from the tenant, in addition to any delinquency charges.

Partial Payments: The acceptance by the landlord of any partial payments of rent shall not constitute a waiver of any of the landlord's rights either under this agreement or at law.

1.7 LATE FEES

We agree that any payment not received by the close of business on the fifth (5th) day of each month shall be considered delinquent (late). Because of this lenient grace period, no exceptions will be made. A late fee in the amount of 10% of total rent will be charged on any rent not paid in full on or before the fifth (5th) day of each month.

1.8 DEFAULT NOTICE AND ATTORNEY FEES

Notices of default to the tenants may be given by mail, by hand or by attaching to the door of the premises. Default notices are only a courtesy reminder of the past due rent and will not be required to be sent before the landlord may begin the court eviction process. In the event that the landlord files a claim for possession of the leased premises with the appropriate court having jurisdiction, and obtain possession through a Writ of Restitution, the landlord will have right to remove all of the tenant's property. The landlord will store items that appear to have reasonable value under lock and key for a period of fourteen (14) days. If the tenant makes no claim to these items within fourteen (14) days, the landlord assumes that the items are of no value to the tenant. The tenant acknowledges theft or damages to the personal property incurred after such eviction notice has been posted on the property are not his responsibility of the landlord.

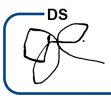
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1.9 EARLY TERMINATION FEES

Should Tenant terminate or cancel Lease before the completion of its initial 12-month or 24 month term or otherwise be in default of his or her payment obligations, he or she becomes liable, as a liquidated damages payment, to pay the remaining balance for all amounts of rental or other payments due (such as utilities, fees, etc.) for the remainder of the initial term. Landlord shall make reasonable attempts to mitigate the damages to the extent required by law.

Should Tenant terminate or cancel Lease at or after the completion of its initial 12-month term or otherwise vacate Property without giving Landlord written notice as required, Tenant shall be liable for an Early Termination Fee equal to one month's rent. Additionally, should Tenant terminate Lease for any reason or Landlord terminate lease for good cause, Tenant shall be charged a Cancellation Fee equal to two additional months' rent in order to compensate Landlord for costs related to obtaining possession of Property, removal of Tenant's personal property, care of Property while vacant, costs incurred in re-letting Property, repairs, etc.

By initialing below, you acknowledge and agree to the terms in Section 1.

X 
Jacob A. Easton

2. Policies and Procedures

2.1 NOISE, NUISANCE AND VISITOR RESPONSIBILITY

Tenant shall not make or permit any loud, raucous, improper, unreasonable, offensive, or unusual noise or disorder on or near Property that violates a local noise ordinance or disturbs, injures, or endangers the peace or safety of others. Tenant shall turn down volume of electronic or similar devices after 10:30 p.m.

- 1. Tenant shall not create a nuisance situation by disturbing, annoying or inconveniencing others.
- 2. Tenant agrees to comply with all state and local laws, regulations and ordinances.
- 3. Tenant agrees to assume all legal responsibility for the acts and conduct of any visitor and will not violate any laws in the premises.

2.2 SMOKING

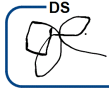
No smoking should be allowed inside the premises. Noncompliance with this rule will cause the Tenant to be subject to be in default of this agreement.

2.3 PET OBLIGATIONS

Tenant shall pay a one-time, non-refundable pet deposit of **\$300 per pet** and an additional Pet Fee of **\$30 per pet** monthly.

Tenant shall not keep pets on Property unless he or she obtains prior written consent from Landlord. You must remove any unauthorized animal within 24 hours of notice from us or you will be considered in default of this Lease Contract. **The following dog breeds shall never be approved: Pit Bull, Rottweiler, Doberman, Chow, and German Shepherd.** Landlord reserves the right to reject any dog, even given prior approval. Tenant shall be financially responsible for all damages to Property caused by his or her pets. Upon vacating Property, Tenant shall pay either an independent professional service or Landlord to have all carpets located on Property professionally cleaned and defleaed (removed of fleas). Tenant shall exterminate for fleas twice during each twelve-month period and maintain proofs of such action.

Absolutely no pet sitting is allowed on any of the properties. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to a **\$400.00 fine**, damages, eviction, and other remedies of fees provided in this Lease Contract.



_____ [Tenant Initials] Tenant acknowledges that failure to obtain Landlord's written consent for any pet or failure to pay Pet Fees shall be grounds for eviction from Property.

2.4 ILLEGAL ACTIVITY

Illegal Activity: Tenant shall never participate in, allow, or operate any illegal, criminal, or drug-related activity on Property. Any such activity shall result in immediate termination of this Lease and eviction.

2.5 UTILITIES

Tenant will pay all utilities as they come due and be responsible for posting any deposits necessary for security utility hookup. Utility bills that accrue from the date of possession through the date the service is put into the name of the tenants will be added to the next month's rent. This amount will be pro-rated by the number of days the tenant had possession before the utilities were switched. Tenant shall keep these utilities on at all times at appropriate levels. Tenant shall be liable for any damage done to Property (the premises) or Tenant's personal property as a result of service disconnect. Failure to keep utilities on will result in eviction from the property. The Tenant will get 48 hours from lease signing date to get utilities transferred over to their name. The following utilities will be paid by L-Landlord or T- Tenant.

Water, sewer, trash services & storm charges

Gas Services

Electric Services

2.6 MOVING FROM PREMISES

After voluntarily moving from the premises, any items of personal property left shall be considered abandoned and become the property of the landlord as part for said moving and storage.

TENANT SHALL BE DEEMED IN POSSESSION OF THE LEASED PREMISES UNTIL THE KEYS TO THE LEASED PREMISES ARE DELIVERED TO THE LANDLORD AND THE LANDLORD HAS BEEN NOTIFIED THAT THE LEASED PREMISED CAN BE INSPECTED. THE KEYS MUST BE RETURNED TO THE LEASING OFFICE DURING REGULAR BUSINESS HOURS.

2.7 ABANDONMENT OF PROPERTY

Should Tenant leave Property unoccupied for 15 days without having paid rent in advance for that month or while owing any back rent from previous months, Landlord shall have the right to take immediate possession of Property and to bar Tenant from returning.

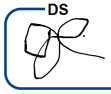
2.8 LANDLORDS RIGHT TO ENTER

We agree that the landlord or his appointed representatives shall have the right to enter the premises at any reasonable time for inspections, repairs, or to show to prospective tenants or buyers.

2.9 KEYS AND LOCKS

Tenants will be charged \$10 for replacing keys and or opening doors if tenant is locked out. If locks need to be replaced for any reason, there will be a \$60 replacement fee per lock. No locks may be changed or added on any door without written permission from Landlord. Tenant shall provide landlord with copies of keys to any locks changed while tenant has possession.

By initialing below, you acknowledge and agree to the terms in Section 2.

X 
* * * * * Jacob A. Easton * * * * *

3. Property Maintenance and Condition

3.1 NON EMERGENCY REPAIRS

Tenant shall report any damage or problem immediately upon discovery or Tenant may be held responsible for the cost.

Non emergency repairs will be addressed based on its importance. We make repairs Monday to Friday from 8 AM to 5 PM.

3.2 EMERGENCY REPAIRS

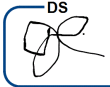
After making any appropriate 9-1-1 calls, Tenant shall immediately report to Landlord’s Office all emergencies and emergency repair needs at (260) 206-6948, leaving a phone message if no staff member answers the call. Such emergencies include, but are not limited to, flooding and other water issues, heating loss issues in winter, fires, broken windows, serious bodily injury, and security situations. In the event that the maintenance department is not available and a maintenance emergency, described as and limited to a water supply leak, a sewer back up, electrical, or no heat during the winter season, occurs, tenant at their discretion, may contact an outside company for repairs. Landlord will reimburse up to \$200 when a legitimate receipt is provided.

3.3 MISSED APPOINTMENTS

In the event an appointment has been scheduled, due to a lack of access to property or any special circumstance, a \$35 trip charge will be added to Tenants account if tenant is not home at the scheduled appointment time.

3.4 MOLD, MOISTURE, DUST

Tenant shall take all necessary measures, including appropriate climate control, to prevent and retard mold accumulation on dwelling units of Property. Regardless, Tenant shall keep dwelling units free from any mold that accumulates anyway. Tenant shall dust any dwelling unit on a regular basis and remove visible moisture accumulation on windows, window sills, walls, floors, ceiling and other surfaces as soon as practicable. Tenant shall be solely responsible for all damages to the dwelling unit and personal property as well as any injury to Tenant resulting from failure to comply with the provisions of this section.

 [Tenant Initials] Tenant acknowledges that failure to correct serious or repeated violations of this section shall be considered grounds for eviction.

3.5 PROPERTY MAINTENANCE AND CONDITION

A. Flooring: Carpets or any other kind of covering nailed or cemented to any of the floors become the sole property of the landlord. Residents will not install any equipment requiring changes to the physical structure, electrical, or plumbing system without a written permission from the leasing office (landlord). On units that the landlord pays the utilities, the tenant(s) cannot put in any appliance, (air conditioner, washer, dryer, etc.) without written permission from the leasing office (landlord).

B. Maintenance credit and improvements: Rental credit for maintenance repairs or improvements contracted by the tenant will not be given if reasonable attempts to contact the leasing office concerning the repairs have not been made for repairs or approval has not been given for improvements. Any receipts for the approved repairs and improvements will only be given as rent credit and never as refund or cash.

C. Pests: Landlord shall not be liable for the presence of insects, bugs, or vermin, if any, on Property, nor from damages suffered therefrom. Tenant shall be responsible for acquiring appropriate professional pest extermination services, as necessary, except that Tenant, with written notice, may direct Landlord to hire such services instead. Tenant shall be responsible for all costs, such to be added to the next month’s rent payment.

D. General Condition: Tenant shall maintain and return Property in condition as clean and good as Commencement Date. Tenant shall use equipment, electrical systems, plumbing, sanitary systems, heating, ventilating, and air conditioning systems located on Property only in a reasonable manner. Tenant shall be solely responsible for and shall pay Landlord immediately for all damages to Property, except for normal wear and tear, caused by Tenant. Examples include any broken windows or battered doors.

E. Painting: Tenant at his or her expense, shall restore paint to its original color upon vacating Property.

F. Garbage: Tenant shall maintain the Property grounds free from garbage, litter, and other unsanitary waste. Tenant shall maintain all garbage and recycling receptacles in an orderly manner at all times on the side of the principal structure, except that such receptacles may be placed for curbside pickup from noon the day before the scheduled pickup day to noon the day after the scheduled pickup day. At no time shall the placement of such receptacles impede pedestrian or vehicular traffic. Tenant shall not dispose of motor oil, antifreeze, car batteries, or other toxic materials in with garbage and/or recycling collection.

G. Bulbs and Filters: Tenant, at his or her own expense, shall maintain light bulbs, air conditioning, and furnace filters where applicable. Furnace filters must be replaced every three (3) months. In the event furnace goes out due to neglect of filter replacement, tenant will be responsible for the first \$250 of bill.

H. Egress: Tenant shall not obstruct in any manner any means of coming or going from any portion of Property.

I. Flammable or combustible materials: Tenant shall not have or store flammable or combustible materials on Property in an amount considered dangerous by law.

J. Swimming Pool & Trampoline: No swimming pools or trampolines are allowed on the property.

K. Storage of Property: This Lease does not convey any special right of storage, and Landlord shall not assume responsibility for any loss or damage for any personal property stored by Tenant on Property.

L. Plumbing: Tenant is responsible for all plumbings repairs due to negligence including faucets, leaks, stopped up pipes, frozen pipes, water damage and bathroom caulking.

M. Windows & Storm Doors: Tenants is responsible for all glass, screen and storm door repairs due to negligence

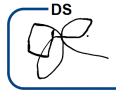
N. Carpets: When vacating the property, tenant shall contract with an independent professional cleaning service for the cleaning of any and all installed carpets located on property. Tenant shall offer Landlord proof (receipts) of such service upon request.

3.6 FIXTURES, APPLIANCE INSTALLATION, CARPETS, WOODWORK, PLUMBING, ETC.

Tenant shall not install any equipment requiring changes to the physical structure, electrical, or plumbing system without Landlord’s written consent. For any appliance, monthly utility, or service provided by Landlord (air conditioner, washer, dryer, etc.), Tenant shall not install any related appliance without Landlord’s written consent. Should Tenant nail or cement any kind of carpet or other covering to any floor or install any other permanent fixture on Property, it becomes the sole property of Landlord. Under no circumstances shall Tenant ever paint, damage, or alter the stained woodwork on Property.

Tenant shall be liable for all plumbing stoppages and sewer-cleaning services during his or her tenancy. Tenant shall not put or pour any debris, grease, paper towels, Q-tips, tampons, feminine wipes, baby wipes or any other inappropriate matter into the sink, drains, or toilets.

Should Tenant be in Default of any provision of this section, Tenant shall be charged a \$250 Non-Compliance Fee, along with the entire bill from a professional service company to clean or repair any damage resulting.



_____ [Tenant Initials] Tenant acknowledges that failure to observe all the provisions in this section may incur significant financial liability, as discussed above.

3.7 APPLIANCES

Appliances: The following appliances marked “X” are to be provided and repaired by the landlord, any appliance not listed but present, the tenant may use, but will not be repaired. All appliances provided by landlord are to be left in the premises in the event of move out. Theft of appliances will be prosecuted.

Refrigerator

Range

Microwave

Washer

Garage Door Opener

Air Conditioner

Dishwasher

Dryer

3.8 LAWN CARE AND SNOW REMOVAL

Tenant shall mow lawn and rake leaves, as appropriate, and otherwise provide for a clean, trim grounds. Tenant shall clear all sidewalks and walkways of snow accumulation in accord with local law.

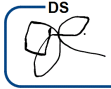
 Lawn Care

 Snow Removal

3.9 SMOKE DETECTORS

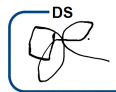
In accord with U.S. Fire Administration recommendations, Tenant shall check smoke detectors on Property at least once a month and replace smoke detector batteries at least twice a year to ensure their proper functioning. Tenant shall immediately notify Landlord if any smoke detector is not functioning properly. In the event a smoke detector is not functioning, or Tenant is unable to replace its batteries, Tenant shall notify Landlord, upon which Landlord will resolve the issue.

Landlord may also inspect smoke detectors during routine inspections, replacing or repairing those found not to be functioning properly.

 DS

_____ [Tenant Initials] Tenant hereby acknowledges that Property is equipped with a functional smoke detector.

By initialing below, you acknowledge and agree to the terms in Section 3.

X  DS
Jacob B. St.

4. Disclosures and Renters Insurance

4.1 LEAD WARNING STATEMENT AND DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below

(i) Known lead-based paint and/or lead-based paint hazards are present in or near the housing unit

(explain):


(ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in or near the housing unit.

(b) Records and reports available to the landlord (check (i) or (ii) below):

(i) Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or near the housing (list documents below


(ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial accordingly)

(c)  DS _____ Tenant has received copies of all information listed above.

(d)  DS _____ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

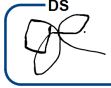
Agent's Acknowledgment (initial accordingly)

(e)  DS _____ Agent has informed the lessor of the lessor's obligation under 42 U.S.C. 4852s and is aware of his/her responsibility to ensure compliance.

4.2 TENANT INSURANCE

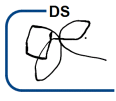
Landlord shall not be liable to Tenant, Tenant’s family or Tenant’s invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord’s agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant’s family, Tenant’s invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

Tenant must purchase and maintain General Legal Liability insurance in the amount of \$100,000.00 to cover losses to the leased Premises, structure of the property and any other loss to Landlord’s interest in the Premises, for the duration of the lease term. Failure to do so will result in a default under this Agreement.

^{DS}


_____ [Tenant Initials] Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as “force placed insurance”.

By initialing below, you acknowledge and agree to the terms in Section 4.

X ^{DS}


Jacob A. Estor

AG Rentals & Management

4666 W Jefferson Blvd • STE 190 • Fort Wayne, IN 46804
(260) 206-6948



5. Sign and Accept

5.1 CERTIFICATION OF ACCURACY

By signing the lease, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Tenant acknowledges that he or she has had an ample opportunity to review this Lease and have it fully explained, that all questions about this Lease have been answered, and that he or she fully understands all the provisions of this Lease and the obligations and responsibilities of each party, as spelled herein. Tenant further agrees to fulfill his or her obligations under this Lease in every respect or else potentially suffer the full legal and financial consequences of failure to fulfill them. Tenant hereby acknowledges receiving a copy of this Lease and all required disclosures.

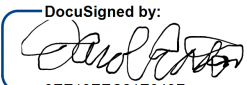
5.2 PRORATES, DATE OF POSSESSION & PET FEE


Prorated rent for **June 2024**, is \$ **\$238.00**

Date of Possession: **05/21/2024**

Non-refundable pet deposit \$ **N/A**

Household Occupants:

X  DocuSigned by:
 9EE19EEC24E049F...
 Lessee **Jacob Estor**
 5/20/2024
 Date Signed

X  DocuSigned by:
 3142C76266EB4A0...
 Lessor **Janet Magallanes**
 5/21/2024
 Date Signed

AG Rentals & Management

4915 Illinois Rd, Suite A • Fort Wayne, IN 46804
(260) 206-6948



1. Residency and Financials

1.1 PARTIES

I, ~~Daniel L. Garde~~ [Tenant], **Daniel L. Garde** [Co-signer] hereby make application with **AG Rentals & Management LLC**, [Landlord], to rent the property located at:

**7606 N Roanoke Rd - #8
Huntington, IN 46750**

with the understanding that it will be used as a residence for 1 adult(s) and N/A Child/Children, whose age(s) is/are N/A.

NOTE: Occupancy of property by any person other than those listed above without written consent of **AG Rentals & Management LLC** shall be cause for eviction. Landlord must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

Landlord is a property management company, and as such, it may not be the owner of record of the property described in this Lease. Therefore, questions or demands for repairs, improvements, or other actions may take extra time while the property owner's permission is sought.

Ownership and/or management is subject to change and the tenant(s) shall be responsible to fulfill all duties and obligations owing under this Lease, including payment of rent, to another person as Landlord may assign.

1.2 ASSIGNMENT OR SUBLEASES (ETC.) PROHIBITED

Tenant shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Property, nor grant a license or concession in connection therewith without Landlord's written consent.

1.3 LEASED PREMISES

In consideration for the use of the premises and appurtenances located at:

**7606 N Roanoke Rd - #8
Huntington, IN 46750**

Tenant hereby acknowledges that he or she has inspected the property carefully and has found it to be suitable, clean, and in otherwise habitable condition. Tenant further acknowledges that Landlord has not made any representation or warranty as to the condition, suitability, or state of repair of Property nor has there been any promise to repair or improve it at any time beyond the provisions already contained in this Lease.

1.4 TERMS

The term of this Lease shall begin on **12/01/2023** and shall end on **11/30/2024** After this initial term has concluded, the parties may continue this Lease, according to all its other provisions contained herein, on a month-to-month basis, by the offer and acceptance of future payments.

At all times, Tenant shall give Landlord written notice of intent to vacate Property at least 30 days prior to actually moving out. See also section "1.9 Early Termination Fees"

1.5 SECURITY DEPOSIT

We agree to the deposit with the landlord the sum of **\$625.00** to be used as a security deposit and refunded within 45 days provided that the Tenant has moved out, given up possession of property, returned keys, submitted a forwarding address in writing to the leasing office, and complied with all the terms of this agreement. Vacating the unit prior to the completion of the lease will result in the forfeit of the security deposit. Tenant may never, under any circumstances, apply the security deposit held by Landlord toward the monthly rent payment due

under Lease.

1.6 RENT

The Tenant agrees to rent the same in installments of **\$680.00** per month for 12 months consecutively. Payments must be received at the leasing office at **4915 Illinois Rd - Suite A, Fort Wayne, IN 46804**. Payments should be in form of money orders, cashier's checks, personal checks or online payments. Any rental payment check returned to the landlord due to insufficient funds will constitute nonpayment of rent. A fee of \$35.00 for the returned check will be collected from the tenant, in addition to any delinquency charges.

Partial Payments: The acceptance by the landlord of any partial payments of rent shall not constitute a waiver of any of the landlord's rights either under this agreement or at law.

1.7 LATE FEES

We agree that any payment not received by the close of business on the fifth (5th) day of each month shall be considered delinquent (late). Because of this lenient grace period, no exceptions will be made. A late fee in the amount of 10% of total rent will be charged on any rent not paid in full on or before the fifth (5th) day of each month.

1.8 DEFAULT NOTICE AND ATTORNEY FEES

Notices of default to the tenants may be given by mail, by hand or by attaching to the door of the premises. Default notices are only a courtesy reminder of the past due rent and will not be required to be sent before the landlord may begin the court eviction process. In the event that the landlord files a claim for possession of the leased premises with the appropriate court having jurisdiction, and obtain possession through a Writ of Restitution, the landlord will have right to remove all of the tenant's property. The landlord will store items that appear to have reasonable value under lock and key for a period of fourteen (14) days. If the tenant makes no claim to these items within fourteen (14) days, the landlord assumes that the items are of no value to the tenant. The tenant acknowledges theft or damages to the personal property incurred after such eviction notice has been posted on the property are not his responsibility of the landlord.

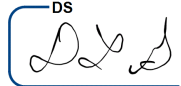
In case of default under this agreement, tenant agrees to pay all reasonable attorney fees occasioned by the default as well as any court costs arising out of any court action due to default.

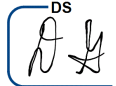
1.9 EARLY TERMINATION FEES

Should Tenant terminate or cancel Lease before the completion of its initial 12-month or 24 month term or otherwise be in default of his or her payment obligations, he or she becomes liable, as a liquidated damages payment, to pay the remaining balance for all amounts of rental or other payments due (such as utilities, fees, etc.) for the remainder of the initial term. Landlord shall make reasonable attempts to mitigate the damages to the extent required by law.

Should Tenant terminate or cancel Lease at or after the completion of its initial 12-month term or otherwise vacate Property without giving Landlord written notice as required, Tenant shall be liable for an Early Termination Fee equal to one month's rent. Additionally, should Tenant terminate Lease for any reason or Landlord terminate lease for good cause, Tenant shall be charged a Cancellation Fee equal to two additional months' rent in order to compensate Landlord for costs related to obtaining possession of Property, removal of Tenant's personal property, care of Property while vacant, costs incurred in re-letting Property, repairs, etc.

By initialing below, you acknowledge and agree to the terms in Section 1.


 Donald L. Gards


 Donald L. Gards

2. Policies and Procedures

2.1 NOISE, NUISANCE AND VISITOR RESPONSIBILITY

Tenant shall not make or permit any loud, raucous, improper, unreasonable, offensive, or unusual noise or disorder on or near Property that violates a local noise ordinance or disturbs, injures, or endangers the peace or safety of others. Tenant shall turn down volume of electronic or similar devices after 10:30 p.m.

1. Tenant shall not create a nuisance situation by disturbing, annoying or inconveniencing others.
2. Tenant agrees to comply with all state and local laws, regulations and ordinances.
3. Tenant agrees to assume all legal responsibility for the acts and conduct of any visitor and will not violate any laws in the premises.

2.2 SMOKING

No smoking should be allowed inside the premises. Noncompliance with this rule will cause the Tenant to be subject to be in default of this agreement.

2.3 PET OBLIGATIONS

Tenant shall pay a one-time, non-refundable pet deposit of **\$300 per pet** and an additional Pet Fee of **\$30 per pet** monthly.

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Absolutely no pet sitting is allowed on any of the properties. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to a \$400.00 fine, damages, eviction, and other remedies of fees provided in this Lease Contract.

[Tenant Initials] Tenant acknowledges that failure to obtain Landlord’s written consent for any pet or failure to pay Pet Fees shall be grounds for eviction from Property.

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TENANT SHALL BE DEEMED IN POSSESSION OF THE LEASED PREMISES UNTIL THE KEYS TO THE LEASED PREMISES ARE DELIVERED TO THE LANDLORD AND THE LANDLORD HAS BEEN NOTIFIED THAT THE LEASED PREMISES CAN BE INSPECTED. THE KEYS MUST BE RETURNED TO THE LEASING OFFICE DURING REGULAR BUSINESS HOURS.

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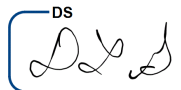

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 *Donald L. Garde * * * * * Daniel L. Garde *

3. Property Maintenance and Condition

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3.2 EMERGENCY REPAIRS

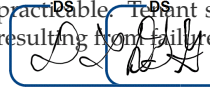
After making any appropriate 9-1-1 calls, Tenant shall immediately report to Landlord's Office all emergencies and emergency repair needs at (260) 206-6948, leaving a phone message if no staff member answers the call. Such emergencies include, but are not limited to, flooding and other water issues, heating loss issues in winter, fires, broken windows, serious bodily injury, and security situations. In the event that the maintenance department is not available and a maintenance emergency, described as and limited to a water supply leak, a sewer back up, electrical, or no heat during the winter season, occurs, tenant at their discretion, may contact an outside company for repairs. Landlord will reimburse up to \$200 when a legitimate receipt is provided.

3.3 MISSED APPOINTMENTS

In the event an appointment has been scheduled, due to a lack of access to property or any special circumstance, a \$35 trip charge will be added to Tenants account if tenant is not home at the scheduled appointment time.

3.4 MOLD, MOISTURE, DUST

Tenant shall take all necessary measures, including appropriate climate control, to prevent and retard mold accumulation on dwelling units of Property. Regardless, Tenant shall keep dwelling units free from any mold that accumulates anyway. Tenant shall dust any dwelling unit on a regular basis and remove visible moisture accumulation on windows, window sills, walls, floors, ceiling and other surfaces as soon as practicable. Tenant shall be solely responsible for all damages to the dwelling unit and personal property as well as any injury to Tenant resulting from failure to comply with the provisions of this section.



[Tenant Initials] Tenant acknowledges that failure to correct serious or repeated violations of this section shall be considered grounds for eviction.

3.5 PROPERTY MAINTENANCE AND CONDITION

A. Flooring: Carpets or any other kind of covering nailed or cemented to any of the floors become the sole property of the landlord. Residents will not install any equipment requiring changes to the physical structure, electrical, or plumbing system without a written permission from the leasing office (landlord). On units that the landlord pays the utilities, the tenant(s) cannot put in any appliance, (air conditioner, washer, dryer, etc.) without written permission from the leasing office (landlord).

B. Maintenance credit and improvements: Rental credit for maintenance repairs or improvements contracted by the tenant will not be given if reasonable attempts to contact the leasing office concerning the repairs have not been made for repairs or approval has not been given for improvements. Any receipts for the approved repairs and improvements will only be given as rent credit and never as refund or cash.

C. Pests: Landlord shall not be liable for the presence of insects, bugs, or vermin, if any, on Property, nor from damages suffered therefrom. Tenant shall be responsible for acquiring appropriate professional pest extermination services, as necessary, except that Tenant, with written notice, may direct Landlord to hire such services instead. Tenant shall be responsible for all costs, such to be added to the next month's rent payment.

D. General Condition: Tenant shall maintain and return Property in condition as clean and good as Commencement Date. Tenant shall use equipment, electrical systems, plumbing, sanitary systems, heating, ventilating, and air conditioning systems located on Property only in a reasonable manner. Tenant shall be solely responsible for and shall pay Landlord immediately for all damages to Property, except for normal wear and tear, caused by Tenant. Examples include any broken windows or battered doors.

E. Painting: Tenant at his or her expense, shall restore paint to its original color upon vacating Property.

F. Garbage: Tenant shall maintain the Property grounds free from garbage, litter, and other unsanitary waste. Tenant shall maintain all garbage and recycling receptacles in an orderly manner at all times on the side of the principal structure, except that such receptacles may be placed for curbside pickup from noon the day before the scheduled pickup day to noon the day after the scheduled pickup day. At no time shall the placement of such receptacles impede pedestrian or vehicular traffic. Tenant shall not dispose of motor oil, antifreeze, car batteries, or other toxic materials in with garbage and/or recycling collection.

G. Bulbs and Filters: Tenant, at his or her own expense, shall maintain light bulbs, air conditioning, and furnace filters where applicable. Furnace filters must be replaced every three (3) months. In the event furnace goes out due to neglect of filter replacement, tenant will be responsible for the first \$250 of bill.

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I. Flammable or combustible materials: Tenant shall not have or store flammable or combustible materials on Property in an amount considered dangerous by law.

J. Swimming Pool: Tenant shall not install, use or permit use of any swimming pool on Property, unless with Landlord's written permission.

K. Storage of Property: This Lease does not convey any special right of storage, and Landlord shall not assume responsibility for any loss or damage for any personal property stored by Tenant on Property.

L. Plumbing: Tenant is responsible for all plumbings repairs due to negligence including faucets, leaks, stopped up pipes, frozen pipes, water damage and bathroom caulking.

M. Windows & Storm Doors: Tenants is responsible for all glass, screen and storm door repairs due to negligence

N. Carpets: When vacating the property, tenant shall contract with an independent professional cleaning service for the cleaning of any and

all installed carpets located on property. Tenant shall offer Landlord proof (receipts) of such service upon request.

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Tenant shall be liable for all plumbing stoppages and sewer-cleaning services during his or her tenancy. Tenant shall not put or pour any debris, grease, paper towels, Q-tips, tampons, feminine wipes, baby wipes or any other inappropriate matter into the sink, drains, or toilets.

Should Tenant be in Default of any provision of this section, Tenant shall be charged a \$250 Non-Compliance Fee, along with the entire bill from a professional service company to clean or repair any damage resulting.



[Tenant Initials] Tenant acknowledges that failure to observe all the provisions in this section may incur significant financial liability, as discussed above.

3.7 APPLIANCES

Appliances: The following appliances marked “X” are to be provided and repaired by the landlord, any appliance not listed but present, the tenant may use, but will not be repaired. All appliances provided by landlord are to be left in the premises in the event of move out. Theft of appliances will be prosecuted.

- X Refrigerator
- X Range

- N/A Microwave
- N/A Washer
- N/A Garage Door Opener
- N/A Air Conditioner
- N/A Dishwasher
- N/A Dryer

3.8 LAWN CARE AND SNOW REMOVAL

Tenant shall mow lawn and rake leaves, as appropriate, and otherwise provide for a clean, trim grounds. Tenant shall clear all sidewalks and walkways of snow accumulation in accord with local law.

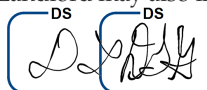
L Lawn Care

L Snow Removal

3.9 SMOKE DETECTORS

In accord with U.S. Fire Administration recommendations, Tenant shall check smoke detectors on Property at least once a month and replace smoke detector batteries at least twice a year to ensure their proper functioning. Tenant shall immediately notify Landlord if any smoke detector is not functioning properly. In the event a smoke detector is not functioning, or Tenant is unable to replace its batteries, Tenant shall notify Landlord, upon which Landlord will resolve the issue.

Landlord may also inspect smoke detectors during routine inspections, replacing or repairing those found not to be functioning properly.



[Tenant Initials] Tenant hereby acknowledges that Property is equipped with a functional smoke detector.

By initialing below, you acknowledge and agree to the terms in Section 3.

X Donald S. Garde X Daniel L. Garde

4. Disclosures and Renters Insurance

4.1 LEAD WARNING STATEMENT AND DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below

(i) ___ Known lead-based paint and/or lead-based paint hazards are present in or near the housing unit

(explain):

(ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in or near the housing unit.

(b) Records and reports available to the landlord (check (i) or (ii) below):

(i) ___ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or near the housing (list documents below

(ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial accordingly)

(c) Donald S. Garde Tenant has received copies of all information listed above.

(d) Daniel L. Garde Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial accordingly)

(e) ___ Agent has informed the lessor of the lessor's obligation under 42 U.S.C. 4852s and is aware of his/her responsibility to ensure compliance.

4.2 RENTERS INSURANCE

Tenant shall notify Landlord by choosing one of the options below with regard to his or her current status of renter's insurance or other general liability insurance coverage. Tenant shall immediately notify Landlord in writing as to any changes thereto.

Should Tenant fail to maintain renter's insurance at any time, Tenant shall be solely responsible for all liability claims, damage, theft and vandalism to Property (the premises), Tenant's person and Tenant's personal property from any cause whatsoever.

___ [Tenant Initials] Tenant currently have renter's insurance, as follows:

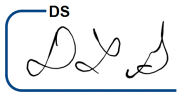

Insurance Company: _____

Policy Number: _____

Expiration Date: _____

Donald S. Garde [Tenant Initials] I, Tenant do not have any renter's insurance coverage in place. I understand that I am personally liable for any and all loss or damage resulting.

By initialing below, you acknowledge and agree to the terms in Section 4.

X  X 
* Donald L. Gade * * * * * Daniel Gade * * * * *

AG Rentals & Management

4915 Illinois Rd, Suite A • Fort Wayne, IN 46804
(260) 206-6948



5. REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

5.1 REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

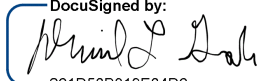
Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$9.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of Three Dollars (\$3.00) to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

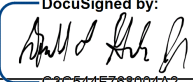
As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

By signing below, you acknowledge and agree to the terms in Section 5.

X 
 261B50B819E04D6...
 Lessee *****
 11/21/2023

 Date Signed

X 
 C3C544F768004A2...
 Co-signer *****
 11/21/2023

 Date Signed

AG Rentals & Management

4915 Illinois Rd, Suite A • Fort Wayne, IN 46804
(260) 206-6948



6. Sign and Accept

6.1 CERTIFICATION OF ACCURACY


By signing the lease, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Tenant acknowledges that he or she has had an ample opportunity to review this Lease and have it fully explained, that all questions about this Lease have been answered, and that he or she fully understands all the provisions of this Lease and the obligations and responsibilities of each party, as spelled herein. Tenant further agrees to fulfill his or her obligations under this Lease in every respect or else potentially suffer the full legal and financial consequences of failure to fulfill them. Tenant hereby acknowledges receiving a copy of this Lease and all required disclosures.

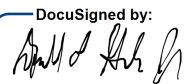
6.2 PRORATES, DATE OF POSSESSION & PET FEE


Date of Possession: 02/08/2021

Non-refundable pet deposit \$ N/A

Household Occupants:

X  DocuSigned by:
 201B50B019E04D6...
 Lessee ***Donald C. Gard*** :
 11/21/2023
 Date Signed

X  DocuSigned by:
 C3C544F768004A2...
 Co-signer ***Daniel C. Gard*** :
 11/21/2023
 Date Signed

X  DocuSigned by:
 3142C70250EB4A0...
 Lessor
 12/4/2023
 Date Signed

AG Rentals & Management

4915 Illinois Rd, Suite A • Fort Wayne, IN 46804
(260) 206-6948



1. Residency and Financials

1.1 PARTIES

I, ~~Harold M Wood~~ [Tenant], [Co-signer] hereby make application with **AG Rentals & Management LLC**, [Landlord], to rent the property located at:

**7606 N Roanoke Rd - #10
Huntington, IN 46750**

with the understanding that it will be used as a residence for **1** adult(s) and N/A Child/Children, whose age(s) is/are N/A.

NOTE: Occupancy of property by any person other than those listed above without written consent of **AG Rentals & Management LLC** shall be cause for eviction. Landlord must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

Landlord is a property management company, and as such, it may not be the owner of record of the property described in this Lease. Therefore, questions or demands for repairs, improvements, or other actions may take extra time while the property owner's permission is sought.

Ownership and/or management is subject to change and the tenant(s) shall be responsible to fulfill all duties and obligations owing under this Lease, including payment of rent, to another person as Landlord may assign.

1.2 ASSIGNMENT OR SUBLEASES (ETC.) PROHIBITED

Tenant shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Property, nor grant a license or concession in connection therewith without Landlord's written consent.

1.3 LEASED PREMISES

In consideration for the use of the premises and appurtenances located at:

**7606 N Roanoke Rd - #10
Huntington, IN 46750**

Tenant hereby acknowledges that he or she has inspected the property carefully and has found it to be suitable, clean, and in otherwise habitable condition. Tenant further acknowledges that Landlord has not made any representation or warranty as to the condition, suitability, or state of repair of Property nor has there been any promise to repair or improve it at any time beyond the provisions already contained in this Lease.

1.4 TERMS

The term of this Lease shall begin on **12/01/2023** and shall end on **11/30/2024** After this initial term has concluded, the parties may continue this Lease, according to all its other provisions contained herein, on a month-to-month basis, by the offer and acceptance of future payments.

At all times, Tenant shall give Landlord written notice of intent to vacate Property at least 30 days prior to actually moving out. See also section "1.9 Early Termination Fees"

1.5 SECURITY DEPOSIT

We agree to the deposit with the landlord the sum of to be used as a security deposit and refunded within 45 days provided that the Tenant has moved out, given up possession of property, returned keys, submitted a forwarding address in writing to the leasing office, and complied with all the terms of this agreement. Vacating the unit prior to the completion of the lease will result in the forfeit of the security deposit. Tenant may never, under any circumstances, apply the security deposit held by Landlord toward the monthly rent payment due

2. Policies and Procedures

2.1 NOISE, NUISANCE AND VISITOR RESPONSIBILITY

Tenant shall not make or permit any loud, raucous, improper, unreasonable, offensive, or unusual noise or disorder on or near Property that violates a local noise ordinance or disturbs, injures, or endangers the peace or safety of others. Tenant shall turn down volume of electronic or similar devices after 10:30 p.m.

1. Tenant shall not create a nuisance situation by disturbing, annoying or inconveniencing others.
2. Tenant agrees to comply with all state and local laws, regulations and ordinances.
3. Tenant agrees to assume all legal responsibility for the acts and conduct of any visitor and will not violate any laws in the premises.

2.2 SMOKING

No smoking should be allowed inside the premises. Noncompliance with this rule will cause the Tenant to be subject to be in default of this agreement.

2.3 PET OBLIGATIONS

Tenant shall pay a one-time, non-refundable pet deposit of **\$300 per pet** and an additional Pet Fee of **\$30 per pet** monthly.

Tenant shall not keep pets on Property unless he or she obtains prior written consent from Landlord. You must remove any unauthorized animal within 24 hours of notice from us or you will be considered in default of this Lease Contract. The following dog breeds shall never be approved: Pit Bull, Rottweiler, Doberman, Chow, and German Shepherd. Landlord reserves the right to reject any dog, even given prior approval. Tenant shall be financially responsible for all damages to Property caused by his or her pets. Upon vacating Property, Tenant shall pay either an independent professional service or Landlord to have all carpets located on Property professionally cleaned and defleaed (removed of fleas). Tenant shall exterminate for fleas twice during each twelve-month period and maintain proofs of such action.

Absolutely no pet sitting is allowed on any of the properties. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to a \$400.00 fine, damages, eviction, and other remedies of fees provided in this Lease Contract.

NYM [Tenant Initials] Tenant acknowledges that failure to obtain Landlord's written consent for any pet or failure to pay Pet Fees shall be grounds for eviction from Property.

2.4 ILLEGAL ACTIVITY

Illegal Activity: Tenant shall never participate in, allow, or operate any illegal, criminal, or drug-related activity on Property. Any such activity shall result in immediate termination of this Lease and eviction.

2.5 UTILITIES

Tenant will pay all utilities as they come due and be responsible for posting any deposits necessary for security utility hookup. Utility bills that accrue from the date of possession through the date the service is put into the name of the tenants will be added to the next month's rent. This amount will be pro-rated by the number of days the tenant had possession before the utilities were switched. Tenant shall keep these utilities on at all times at appropriate levels. Tenant shall be liable for any damage done to Property (the premises) or Tenant's personal property as a result of service disconnect. Failure to keep utilities on will result in eviction from the property. The Tenant will get 48 hours from lease signing date to get utilities transferred over to their name. The following utilities will be paid by L-Landlord or T- Tenant.

Water, sewer, trash services & storm charges

Gas Services

Electric Services

2.6 MOVING FROM PREMISES

After voluntarily moving from the premises, any items of personal property left shall be considered abandoned and become the property of the landlord as part for said moving and storage.

TENANT SHALL BE DEEMED IN POSSESSION OF THE LEASED PREMISES UNTIL THE KEYS TO THE LEASED PREMISES ARE DELIVERED TO THE LANDLORD AND THE LANDLORD HAS BEEN NOTIFIED THAT THE LEASED PREMISES CAN BE INSPECTED. THE KEYS MUST BE RETURNED TO THE LEASING OFFICE DURING REGULAR BUSINESS HOURS.

2.7 ABANDONMENT OF PROPERTY

Should Tenant leave Property unoccupied for 15 days without having paid rent in advance for that month or while owing any back rent from previous months, Landlord shall have the right to take immediate possession of Property and to bar Tenant from returning.

2.8 LANDLORDS RIGHT TO ENTER

We agree that the landlord or his appointed representatives shall have the right to enter the premises at any reasonable time for inspections, repairs, or to show to prospective tenants or buyers.

2.9 KEYS AND LOCKS

Tenants will be charged \$10 for replacing keys and or opening doors if tenant is locked out. If locks need to be replaced for any reason, there will be a \$60 replacement fee per lock. No locks may be changed or added on any door without written permission from Landlord. Tenant shall provide landlord with copies of keys to any locks changed while tenant has possession.

By initialing below, you acknowledge and agree to the terms in Section 2.

X HMW
* Harold M Wood *

3. Property Maintenance and Condition

3.1 NON EMERGENCY REPAIRS

Tenant shall report any damage or problem immediately upon discovery or Tenant may be held responsible for the cost.

Non emergency repairs will be addressed based on its importance. We make repairs Monday to Friday from 8 AM to 5 PM.

3.2 EMERGENCY REPAIRS

After making any appropriate 9-1-1 calls, Tenant shall immediately report to Landlord's Office all emergencies and emergency repair needs at (260) 206-6948, leaving a phone message if no staff member answers the call. Such emergencies include, but are not limited to, flooding and other water issues, heating loss issues in winter, fires, broken windows, serious bodily injury, and security situations. In the event that the maintenance department is not available and a maintenance emergency, described as and limited to a water supply leak, a sewer back up, electrical, or no heat during the winter season, occurs, tenant at their discretion, may contact an outside company for repairs. Landlord will reimburse up to \$200 when a legitimate receipt is provided.

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In the event an appointment has been scheduled, due to a lack of access to property or any special circumstance, a \$35 trip charge will be added to Tenants account if tenant is not home at the scheduled appointment time.

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AMW [Tenant Initials] Tenant acknowledges that failure to correct serious or repeated violations of this section shall be considered grounds for eviction.

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E. Painting: Tenant at his or her expense, shall restore paint to its original color upon vacating Property.

F. Garbage: Tenant shall maintain the Property grounds free from garbage, litter, and other unsanitary waste. Tenant shall maintain all garbage and recycling receptacles in an orderly manner at all times on the side of the principal structure, except that such receptacles may be placed for curbside pickup from noon the day before the scheduled pickup day to noon the day after the scheduled pickup day. At no time shall the placement of such receptacles impede pedestrian or vehicular traffic. Tenant shall not dispose of motor oil, antifreeze, car batteries, or other toxic materials in with garbage and/or recycling collection.

G. Bulbs and Filters: Tenant, at his or her own expense, shall maintain light bulbs, air conditioning, and furnace filters where applicable. Furnace filters must be replaced every three (3) months. In the event furnace goes out due to neglect of filter replacement, tenant will be responsible for the first \$250 of bill.

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I. Flammable or combustible materials: Tenant shall not have or store flammable or combustible materials on Property in an amount considered dangerous by law.

J. Swimming Pool: Tenant shall not install, use or permit use of any swimming pool on Property, unless with Landlord's written permission.

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3.6 FIXTURES, APPLIANCE INSTALLATION, CARPETS, WOODWORK, PLUMBING, ETC.

Tenant shall not install any equipment requiring changes to the physical structure, electrical, or plumbing system without Landlord’s written consent. For any appliance, monthly utility, or service provided by Landlord (air conditioner, washer, dryer, etc.), Tenant shall not install any related appliance without Landlord’s written consent. Should Tenant nail or cement any kind of carpet or other covering to any floor or install any other permanent fixture on Property, it becomes the sole property of Landlord. Under no circumstances shall Tenant ever paint, damage, or alter the stained woodwork on Property.

Tenant shall be liable for all plumbing stoppages and sewer-cleaning services during his or her tenancy. Tenant shall not put or pour any debris, grease, paper towels, Q-tips, tampons, feminine wipes, baby wipes or any other inappropriate matter into the sink, drains, or toilets.

Should Tenant be in Default of any provision of this section, Tenant shall be charged a \$250 Non-Compliance Fee, along with the entire bill from a professional service company to clean or repair any damage resulting.

TMW [Tenant Initials] Tenant acknowledges that failure to observe all the provisions in this section may incur significant financial liability, as discussed above.

3.7 APPLIANCES

Appliances: The following appliances marked “X” are to be provided and repaired by the landlord, any appliance not listed but present, the tenant may use, but will not be repaired. All appliances provided by landlord are to be left in the premises in the event of move out. Theft of appliances will be prosecuted.

- Refrigerator
- Range

- Microwave
- Washer
- Garage Door Opener
- Air Conditioner
- Dishwasher
- Dryer

3.8 LAWN CARE AND SNOW REMOVAL

Tenant shall mow lawn and rake leaves, as appropriate, and otherwise provide for a clean, trim grounds. Tenant shall clear all sidewalks and walkways of snow accumulation in accord with local law.

- Lawn Care
- Snow Removal

3.9 SMOKE DETECTORS

In accord with U.S. Fire Administration recommendations, Tenant shall check smoke detectors on Property at least once a month and replace smoke detector batteries at least twice a year to ensure their proper functioning. Tenant shall immediately notify Landlord if any smoke detector is not functioning properly. In the event a smoke detector is not functioning, or Tenant is unable to replace its batteries, Tenant shall notify Landlord, upon which Landlord will resolve the issue.

Landlord may also inspect smoke detectors during routine inspections, replacing or repairing those found not to be functioning properly.

TMW [Tenant Initials] Tenant hereby acknowledges that Property is equipped with a functional smoke detector.

By initialing below, you acknowledge and agree to the terms in Section 3.

X HMW
Harold M. Wood

4. Disclosures and Renters Insurance

4.1 LEAD WARNING STATEMENT AND DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below)

(i) ___ Known lead-based paint and/or lead-based paint hazards are present in or near the housing unit

(explain):

(ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in or near the housing unit.

(b) Records and reports available to the landlord (check (i) or (ii) below):

(i) ___ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or near the housing (list documents below)

(ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial accordingly)

(c) ___ Tenant has received copies of all information listed above.

(d) HMW Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial accordingly)

(e) FA Agent has informed the lessor of the lessor's obligation under 42 U.S.C. 4852s and is aware of his/her responsibility to ensure compliance.

4.2 RENTERS INSURANCE

Tenant shall notify Landlord by choosing one of the options below with regard to his or her current status of renter's insurance or other general liability insurance coverage. Tenant shall immediately notify Landlord in writing as to any changes thereto.

Should Tenant fail to maintain renter's insurance at any time, Tenant shall be solely responsible for all liability claims, damage, theft and vandalism to Property (the premises), Tenant's person and Tenant's personal property from any cause whatsoever.

HMW [Tenant Initials] Tenant currently have renter's insurance, as follows:

Insurance Company: State Farm

Policy Number: 14 END 3285

Expiration Date: 5/19/24

___ [Tenant Initials] I, Tenant do not have any renter's insurance coverage in place. I understand that I am personally liable for any and all loss or damage resulting.

By initialing below, you acknowledge and agree to the terms in Section 4.

X 
* Harold M. Wood *



5. REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

5.1 REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$9.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of Three Dollars (\$3.00) to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

By signing below, you acknowledge and agree to the terms in Section 5.

X Harold M. Wood
Lessee * Harold M. Wood * :

12/2/23
Date Signed

AG Rentals & Management

4915 Illinois Rd, Suite A • Fort Wayne, IN 46804
(260) 206-6948



6. Sign and Accept

6.1 CERTIFICATION OF ACCURACY

By signing the lease, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Tenant acknowledges that he or she has had an ample opportunity to review this Lease and have it fully explained, that all questions about this Lease have been answered, and that he or she fully understands all the provisions of this Lease and the obligations and responsibilities of each party, as spelled herein. Tenant further agrees to fulfill his or her obligations under this Lease in every respect or else potentially suffer the full legal and financial consequences of failure to fulfill them. Tenant hereby acknowledges receiving a copy of this Lease and all required disclosures.

6.2 PRORATES, DATE OF POSSESSION & PET FEE

Date of Possession: 05/01/2020

Non-refundable pet deposit \$ N/A

Household Occupants:

X ** * * * * Harold M. Wood * * * * **
Lessee ** * * * * Harold M. Wood * * * * **

12/2/23
Date Signed

X *[Signature]*
Lessor

12/15/23
Date Signed



4915 Illinois Rd, Suite A
 Fort Wayne, IN 46804
info@agrentalsfw.com
 Office: (260) 206-6948
 Fax: (260) 442-3887

MOVE OUT PROCEDURES

Property Address: 7606 N Roanoke Rd - #10, Fort Wayne, IN 46750

The following move out procedures are designated to assist you in the closing out of your rental account with AG Rentals & Management.

- Remove all of your belongings from the property. (attic, garage, patio, balcony, storage room, closets, etc). Anything left behind shall be regarded as abandoned and may be destroyed, hauled away or otherwise disposed of at **YOUR** expense.
- Remove and dispose of ALL trash properly. **DO NOT LEAVE TRASH AT THE CURB**
- Clean all exterior and interior surfaces of the kitchen appliances. (Refrigerator, stove, dishwasher, hood and microwave)
- All doors and windows must be properly locked and fastened.
- **All carpeting must be cleaned by a professional cleaning company and you must provide a receipt when turning in your keys.** We recommend Steam Works Cleaning & Restoration (260) 433-6258.
- Clean property in its entirety.
- The utilities must be left on for **three days** after vacating the premises so Management can inspect.
- Inform all utility companies and postal services of your departure date and forwarding address.
- All smoke detectors, light fixtures & bulbs, ceiling fans, garage door openers and any other equipment originally in the home, must be in the same condition as when you moved in.
- Cut the lawn; weed the flower beds; edge and trim shrubs. (If applicable) No more than **three days** before moving out.
- Return all property keys, garage remotes and mail keys to **AG Rentals & Management, 4915 Illinois Rd, Suite A, Fort Wayne, IN 46804**, during business hours and provide your forwarding address.
- Move out charges in page 2, are estimated prices of common charges encountered when tenants move out.

All cleaning and necessary repairs **MUST** be completed prior to returning the keys. Please make sure property is in the same condition it was when you moved in.

I/we hereby acknowledge that I/we have read the foregoing move out procedures and charges and understand what is expected at move out.

Tenant: *Harold M. Subal* Date: 12/2/23

Tenant: _____ Date: _____

AG Rentals & Management

4915 Illinois Rd, Suite A • Fort Wayne, IN 46804
(260) 206-6948



1. Residency and Financials

1.1 PARTIES

I, ~~Tiffany K. Lawson, Aaron C. Lawson~~ [Tenant], [Co-signer] hereby make application with **AG Rentals & Management LLC**, [Landlord], to rent the property located at:

**7606 N Roanoke Rd - 7614 N Roanoke Rd
Huntington, IN 46750**

with the understanding that it will be used as a residence for 2 adult(s) and 4 Child/Children, whose age(s) is/are **NB, 3, 7 & 10.**

NOTE: Occupancy of property by any person other than those listed above without written consent of **AG Rentals & Management LLC** shall be cause for eviction. Landlord must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

Landlord is a property management company, and as such, it may not be the owner of record of the property described in this Lease. Therefore, questions or demands for repairs, improvements, or other actions may take extra time while the property owner's permission is sought.

Ownership and/or management is subject to change and the tenant(s) shall be responsible to fulfill all duties and obligations owing under this Lease, including payment of rent, to another person as Landlord may assign.

1.2 ASSIGNMENT OR SUBLEASES (ETC.) PROHIBITED

Tenant shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Property, nor grant a license or concession in connection therewith without Landlord's written consent.

1.3 LEASED PREMISES

In consideration for the use of the premises and appurtenances located at:

**7606 N Roanoke Rd - 7614 N Roanoke Rd
Huntington, IN 46750**

Tenant hereby acknowledges that he or she has inspected the property carefully and has found it to be suitable, clean, and in otherwise habitable condition. Tenant further acknowledges that Landlord has not made any representation or warranty as to the condition, suitability, or state of repair of Property nor has there been any promise to repair or improve it at any time beyond the provisions already contained in this Lease.

1.4 TERMS

The term of this Lease shall begin on **03/28/2024** and shall end on **03/31/2025** After this initial term has concluded, the parties may continue this Lease, according to all its other provisions contained herein, on a month-to-month basis, by the offer and acceptance of future payments.

At all times, Tenant shall give Landlord written notice of intent to vacate Property at least 30 days prior to actually moving out. See also section "1.9 Early Termination Fees"

1.5 SECURITY DEPOSIT

We agree to the deposit with the landlord the sum of **\$995.00** to be used as a security deposit and refunded within 45 days provided that the Tenant has moved out, given up possession of property, returned keys, submitted a forwarding address in writing to the leasing office, and complied with all the terms of this agreement. Vacating the unit prior to the completion of the lease will result in the forfeit of the security deposit. Tenant may never, under any circumstances, apply the security deposit held by Landlord toward the monthly rent payment due under Lease.

1.6 RENT

The Tenant agrees to rent the same in installments of **\$995.00** per month for 12 months consecutively. Rent is due on the 1st day of each

month. Payments must be received at the leasing office at **4915 Illinois Rd - Suite A, Fort Wayne, IN 46804**. Payments should be in form of money orders, cashier's checks, personal checks or online payments. Any rental payment check returned to the landlord due to insufficient funds will constitute nonpayment of rent. A fee of \$35.00 for the returned check will be collected from the tenant, in addition to any delinquency charges.

Partial Payments: The acceptance by the landlord of any partial payments of rent shall not constitute a waiver of any of the landlord's rights either under this agreement or at law.

1.7 LATE FEES

We agree that any payment not received by the close of business on the fifth (5th) day of each month shall be considered delinquent (late). Because of this lenient grace period, no exceptions will be made. A late fee in the amount of 10% of total rent will be charged on any rent not paid in full on or before the fifth (5th) day of each month.

1.8 DEFAULT NOTICE AND ATTORNEY FEES

Notices of default to the tenants may be given by mail, by hand or by attaching to the door of the premises. Default notices are only a courtesy reminder of the past due rent and will not be required to be sent before the landlord may begin the court eviction process. In the event that the landlord files a claim for possession of the leased premises with the appropriate court having jurisdiction, and obtain possession through a Writ of Restitution, the landlord will have right to remove all of the tenant's property. The landlord will store items that appear to have reasonable value under lock and key for a period of fourteen (14) days. If the tenant makes no claim to these items within fourteen (14) days, the landlord assumes that the items are of no value to the tenant. The tenant acknowledges theft or damages to the personal property incurred after such eviction notice has been posted on the property are not his responsibility of the landlord.

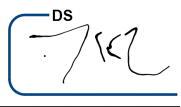
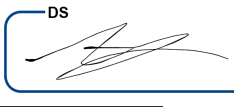
In case of default under this agreement, tenant agrees to pay all reasonable attorney fees occasioned by the default as well as any court costs arising out of any court action due to default.

1.9 EARLY TERMINATION FEES

Should Tenant terminate or cancel Lease before the completion of its initial 12-month or 24 month term or otherwise be in default of his or her payment obligations, he or she becomes liable, as a liquidated damages payment, to pay the remaining balance for all amounts of rental or other payments due (such as utilities, fees, etc.) for the remainder of the initial term. Landlord shall make reasonable attempts to mitigate the damages to the extent required by law.

Should Tenant terminate or cancel Lease at or after the completion of its initial 12-month term or otherwise vacate Property without giving Landlord written notice as required, Tenant shall be liable for an Early Termination Fee equal to one month's rent. Additionally, should Tenant terminate Lease for any reason or Landlord terminate lease for good cause, Tenant shall be charged a Cancellation Fee equal to two additional months' rent in order to compensate Landlord for costs related to obtaining possession of Property, removal of Tenant's personal property, care of Property while vacant, costs incurred in re-letting Property, repairs, etc.

By initialing below, you acknowledge and agree to the terms in Section 1.

X  X 
* Tanya K. Lawson * * * * * Aaron C. Lawson *

2. Policies and Procedures

2.1 NOISE, NUISANCE AND VISITOR RESPONSIBILITY

Tenant shall not make or permit any loud, raucous, improper, unreasonable, offensive, or unusual noise or disorder on or near Property that violates a local noise ordinance or disturbs, injures, or endangers the peace or safety of others. Tenant shall turn down volume of electronic or similar devices after 10:30 p.m.

- 1. Tenant shall not create a nuisance situation by disturbing, annoying or inconveniencing others.
- 2. Tenant agrees to comply with all state and local laws, regulations and ordinances.
- 3. Tenant agrees to assume all legal responsibility for the acts and conduct of any visitor and will not violate any laws in the premises.

2.2 SMOKING

No smoking should be allowed inside the premises. Noncompliance with this rule will cause the Tenant to be subject to be in default of this agreement.

2.3 PET OBLIGATIONS

Tenant shall pay a one-time, non-refundable pet deposit of **\$300 per pet** and an additional Pet Fee of **\$30 per pet** monthly.

Tenant shall not keep pets on Property unless he or she obtains prior written consent from Landlord. You must remove any unauthorized animal within 24 hours of notice from us or you will be considered in default of this Lease Contract. **The following dog breeds shall never be approved: Pit Bull, Rottweiler, Doberman, Chow, and German Shepherd.** Landlord reserves the right to reject any dog, even given prior approval. Tenant shall be financially responsible for all damages to Property caused by his or her pets. Upon vacating Property, Tenant shall pay either an independent professional service or Landlord to have all carpets located on Property professionally cleaned and defleaed (removed of fleas). Tenant shall exterminate for fleas twice during each twelve-month period and maintain proofs of such action.

Absolutely no pet sitting is allowed on any of the properties. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to a **\$400.00 fine**, damages, eviction, and other remedies of fees provided in this Lease Contract.

 [Tenant Initials]

Tenant acknowledges that failure to obtain Landlord's written consent for any pet or failure to pay Pet Fees shall be grounds for eviction from Property.

2.4 ILLEGAL ACTIVITY

Illegal Activity: Tenant shall never participate in, allow, or operate any illegal, criminal, or drug-related activity on Property. Any such activity shall result in immediate termination of this Lease and eviction.

2.5 UTILITIES

Tenant will pay all utilities as they come due and be responsible for posting any deposits necessary for security utility hookup. Utility bills that accrue from the date of possession through the date the service is put into the name of the tenants will be added to the next month's rent. This amount will be pro-rated by the number of days the tenant had possession before the utilities were switched. Tenant shall keep these utilities on at all times at appropriate levels. Tenant shall be liable for any damage done to Property (the premises) or Tenant's personal property as a result of service disconnect. Failure to keep utilities on will result in eviction from the property. The Tenant will get 48 hours from lease signing date to get utilities transferred over to their name. The following utilities will be paid by L-Landlord or T- Tenant.

Water, sewer, trash services & storm charges

Gas Services

Electric Services

2.6 MOVING FROM PREMISES

After voluntarily moving from the premises, any items of personal property left shall be considered abandoned and become the property of the landlord as part for said moving and storage.

TENANT SHALL BE DEEMED IN POSSESSION OF THE LEASED PREMISES UNTIL THE KEYS TO THE LEASED PREMISES ARE DELIVERED TO THE LANDLORD AND THE LANDLORD HAS BEEN NOTIFIED THAT THE LEASED PREMISED CAN BE INSPECTED. THE KEYS MUST BE RETURNED TO THE LEASING OFFICE DURING REGULAR BUSINESS HOURS.

2.7 ABANDONMENT OF PROPERTY

Should Tenant leave Property unoccupied for 15 days without having paid rent in advance for that month or while owing any back rent from previous months, Landlord shall have the right to take immediate possession of Property and to bar Tenant from returning.

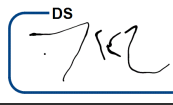
2.8 LANDLORDS RIGHT TO ENTER


We agree that the landlord or his appointed representatives shall have the right to enter the premises at any reasonable time for inspections, repairs, or to show to prospective tenants or buyers.

2.9 KEYS AND LOCKS

Tenants will be charged \$10 for replacing keys and or opening doors if tenant is locked out. If locks need to be replaced for any reason, there will be a \$60 replacement fee per lock. No locks may be changed or added on any door without written permission from Landlord. Tenant shall provide landlord with copies of keys to any locks changed while tenant has possession.

By initialing below, you acknowledge and agree to the terms in Section 2.

X  DS
Tiffany K. Lawson

X  DS
Aaron C. Lawson

3. Property Maintenance and Condition

3.1 NON EMERGENCY REPAIRS

Tenant shall report any damage or problem immediately upon discovery or Tenant may be held responsible for the cost.

Non emergency repairs will be addressed based on its importance. We make repairs Monday to Friday from 8 AM to 5 PM.

3.2 EMERGENCY REPAIRS

After making any appropriate 9-1-1 calls, Tenant shall immediately report to Landlord’s Office all emergencies and emergency repair needs at (260) 206-6948, leaving a phone message if no staff member answers the call. Such emergencies include, but are not limited to, flooding and other water issues, heating loss issues in winter, fires, broken windows, serious bodily injury, and security situations. In the event that the maintenance department is not available and a maintenance emergency, described as and limited to a water supply leak, a sewer back up, electrical, or no heat during the winter season, occurs, tenant at their discretion, may contact an outside company for repairs. Landlord will reimburse up to \$200 when a legitimate receipt is provided.

3.3 MISSED APPOINTMENTS

In the event an appointment has been scheduled, due to a lack of access to property or any special circumstance, a \$35 trip charge will be added to Tenants account if tenant is not home at the scheduled appointment time.

3.4 MOLD, MOISTURE, DUST

Tenant shall take all necessary measures, including appropriate climate control, to prevent and retard mold accumulation on dwelling units of Property. Regardless, Tenant shall keep dwelling units free from any mold that accumulates anyway. Tenant shall dust any dwelling unit on a regular basis and remove visible moisture accumulation on windows, window sills, walls, floors, ceiling and other surfaces as soon as practicable. Tenant shall be solely responsible for all damages to the dwelling unit and personal property as well as any injury to Tenant resulting from failure to comply with the provisions of this section.

 DS

[Tenant Initials] Tenant acknowledges that failure to correct serious or repeated violations of this section shall be considered grounds for eviction.

3.5 PROPERTY MAINTENANCE AND CONDITION

A. Flooring: Carpets or any other kind of covering nailed or cemented to any of the floors become the sole property of the landlord. Residents will not install any equipment requiring changes to the physical structure, electrical, or plumbing system without a written permission from the leasing office (landlord). On units that the landlord pays the utilities, the tenant(s) cannot put in any appliance, (air conditioner, washer, dryer, etc.) without written permission from the leasing office (landlord).

B. Maintenance credit and improvements: Rental credit for maintenance repairs or improvements contracted by the tenant will not be given if reasonable attempts to contact the leasing office concerning the repairs have not been made for repairs or approval has not been given for improvements. Any receipts for the approved repairs and improvements will only be given as rent credit and never as refund or cash.

C. Pests: Landlord shall not be liable for the presence of insects, bugs, or vermin, if any, on Property, nor from damages suffered therefrom. Tenant shall be responsible for acquiring appropriate professional pest extermination services, as necessary, except that Tenant, with written notice, may direct Landlord to hire such services instead. Tenant shall be responsible for all costs, such to be added to the next month’s rent payment.

D. General Condition: Tenant shall maintain and return Property in condition as clean and good as Commencement Date. Tenant shall use equipment, electrical systems, plumbing, sanitary systems, heating, ventilating, and air conditioning systems located on Property only in a reasonable manner. Tenant shall be solely responsible for and shall pay Landlord immediately for all damages to Property, except for normal wear and tear, caused by Tenant. Examples include any broken windows or battered doors.

E. Painting: Tenant at his or her expense, shall restore paint to its original color upon vacating Property.

F. Garbage: Tenant shall maintain the Property grounds free from garbage, litter, and other unsanitary waste. Tenant shall maintain all garbage and recycling receptacles in an orderly manner at all times on the side of the principal structure, except that such receptacles may be placed for curbside pickup from noon the day before the scheduled pickup day to noon the day after the scheduled pickup day. At no time shall the placement of such receptacles impede pedestrian or vehicular traffic. Tenant shall not dispose of motor oil, antifreeze, car batteries, or other toxic materials in with garbage and/or recycling collection.

G. Bulbs and Filters: Tenant, at his or her own expense, shall maintain light bulbs, air conditioning, and furnace filters where applicable. Furnace filters must be replaced every three (3) months. In the event furnace goes out due to neglect of filter replacement, tenant will be responsible for the first \$250 of bill.

H. Egress: Tenant shall not obstruct in any manner any means of coming or going from any portion of Property.

I. Flammable or combustible materials: Tenant shall not have or store flammable or combustible materials on Property in an amount considered dangerous by law.

J. Swimming Pool & Trampoline: No swimming pools or trampolines are allowed on the property.

K. Storage of Property: This Lease does not convey any special right of storage, and Landlord shall not assume responsibility for any loss or damage for any personal property stored by Tenant on Property.

L. Plumbing: Tenant is responsible for all plumbings repairs due to negligence including faucets, leaks, stopped up pipes, frozen pipes, water damage and bathroom caulking.

M. Windows & Storm Doors: Tenants is responsible for all glass, screen and storm door repairs due to negligence

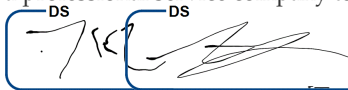
N. Carpets: When vacating the property, tenant shall contract with an independent professional cleaning service for the cleaning of any and all installed carpets located on property. Tenant shall offer Landlord proof (receipts) of such service upon request.

3.6 FIXTURES, APPLIANCE INSTALLATION, CARPETS, WOODWORK, PLUMBING, ETC.

Tenant shall not install any equipment requiring changes to the physical structure, electrical, or plumbing system without Landlord’s written consent. For any appliance, monthly utility, or service provided by Landlord (air conditioner, washer, dryer, etc.), Tenant shall not install any related appliance without Landlord’s written consent. Should Tenant nail or cement any kind of carpet or other covering to any floor or install any other permanent fixture on Property, it becomes the sole property of Landlord. Under no circumstances shall Tenant ever paint, damage, or alter the stained woodwork on Property.

Tenant shall be liable for all plumbing stoppages and sewer-cleaning services during his or her tenancy. Tenant shall not put or pour any debris, grease, paper towels, Q-tips, tampons, feminine wipes, baby wipes or any other inappropriate matter into the sink, drains, or toilets.

Should Tenant be in Default of any provision of this section, Tenant shall be charged a \$250 Non-Compliance Fee, along with the entire bill from a professional service company to clean or repair any damage resulting.



[Tenant Initials] Tenant acknowledges that failure to observe all the provisions in this section may incur significant financial liability, as discussed above.

3.7 APPLIANCES

Appliances: The following appliances marked “X” are to be provided and repaired by the landlord, any appliance not listed but present, the tenant may use, but will not be repaired. All appliances provided by landlord are to be left in the premises in the event of move out. Theft of appliances will be prosecuted.

Refrigerator

Range

Microwave

Washer

Garage Door Opener

Air Conditioner

Dishwasher

Dryer

3.8 LAWN CARE AND SNOW REMOVAL

Tenant shall mow lawn and rake leaves, as appropriate, and otherwise provide for a clean, trim grounds. Tenant shall clear all sidewalks and walkways of snow accumulation in accord with local law.

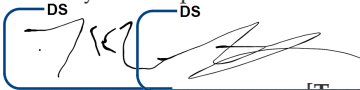
Lawn Care

Snow Removal

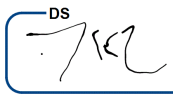

3.9 SMOKE DETECTORS

In accord with U.S. Fire Administration recommendations, Tenant shall check smoke detectors on Property at least once a month and replace smoke detector batteries at least twice a year to ensure their proper functioning. Tenant shall immediately notify Landlord if any smoke detector is not functioning properly. In the event a smoke detector is not functioning, or Tenant is unable to replace its batteries, Tenant shall notify Landlord, upon which Landlord will resolve the issue.

Landlord may also inspect smoke detectors during routine inspections, replacing or repairing those found not to be functioning properly.

 [Tenant Initials] Tenant hereby acknowledges that Property is equipped with a functional smoke detector.

By initialing below, you acknowledge and agree to the terms in Section 3.

X  Tiffany K. Lawson X  Aaron C. Lawson

4. Disclosures and Renters Insurance

4.1 LEAD WARNING STATEMENT AND DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below)

(i) Known lead-based paint and/or lead-based paint hazards are present in or near the housing unit

(explain):

(ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in or near the housing unit.

(b) Records and reports available to the landlord (check (i) or (ii) below):

(i) Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or near the housing (list documents below)


(ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial accordingly)

(c)  Tenant has received copies of all information listed above.

(d)  Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial accordingly)

(e)  Agent has informed the lessor of the lessor's obligation under 42 U.S.C. 4852s and is aware of his/her responsibility to ensure compliance.

AG Rentals & Management

4915 Illinois Rd, Suite A • Fort Wayne, IN 46804
(260) 206-6948



5. Sign and Accept

5.1 CERTIFICATION OF ACCURACY

By signing the lease, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Tenant acknowledges that he or she has had an ample opportunity to review this Lease and have it fully explained, that all questions about this Lease have been answered, and that he or she fully understands all the provisions of this Lease and the obligations and responsibilities of each party, as spelled herein. Tenant further agrees to fulfill his or her obligations under this Lease in every respect or else potentially suffer the full legal and financial consequences of failure to fulfill them. Tenant hereby acknowledges receiving a copy of this Lease and all required disclosures.

5.2 PRORATES, DATE OF POSSESSION & PET FEE


Prorated rent for **April 2024**, is \$ **\$133.00**

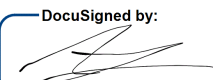
Date of Possession: **03/28/2024**


Non-refundable pet deposit \$ **300.00**

Household Occupants:

Bentley Lawson, Aryiah Lawson, Laney Lawson, Sofia Lawson

X 
DocuSigned by:
35755GE5AAB84AD...
Lessee **Tiffany K. Lawson**
3/22/2024
Date Signed

X 
DocuSigned by:
49989DF58BCD45E...
Lessee **Aaron E. Lawson**
3/24/2024
Date Signed

X 
DocuSigned by:
3142C78258EB4A0...
Lessor
3/25/2024
Date Signed