

## **Global Village Apartments Lease**

THIS LEASE, executed on this Wednesday, March 03, 2010, is entered into between Global Holding, LLC (holding company of Global Village Apartments), (hereinafter known as "Lessor") and \_\_\_\_\_, (hereinafter known as "Lessee"), on the following 29 Sections, which detail the Lease's terms and conditions.

1. **LEASE TERM:** Lessor agrees to Lease to Lessee, jointly and severally, the Premises located at 139 Northwestern Avenue, Apt. # \_\_\_\_\_, West Lafayette, IN 47906 (hereinafter called the "Premises") upon the terms and conditions of this Lease. This Lease will begin on \_\_\_\_\_ and will end at 8:00a.m. on \_\_\_\_\_, unless terminated at another time as provided in this Lease. Lessor will not be liable to Lessee for any injury or damage caused by failure to timely deliver possession of the Premises, other than to the extent of a pro-rata abatement of Rent from the date of the beginning date of the Lease to the date possession is delivered to Lessee.
2. **RENT:** Lessee agrees to pay a total yearly Rent of \$ \_\_\_\_\_, to be paid in twelve (12) equal monthly payments of \$ \_\_\_\_\_. All Rent shall be paid in advance of the 1<sup>st</sup> day of each month, beginning \_\_\_\_\_ and ending \_\_\_\_\_.
3. **SINGLE OCCUPANCY:** Lessee is hereby informed that the area plans for Global Village Apartments, coded by Tippecanoe County, is expressly zoned for **single occupancy** in the Premises. Only the Lessee, and no other individual, shall maintain their *primary* residence within the Premises. A violation of this policy shall be grounds for penalty. **Section 11(a)**.
4. **SECURITY DEPOSIT:** Lessee shall pay a total of \$ \_\_\_\_\_ as a security deposit for this Lease. Lessee accepts the Premises in good condition, Lessee must surrender possession of the Premises to Lessor at the end Lease Term in as good condition and order as it was at the beginning of this Lease. If Lessee does not comply with the terms of this Lease, Lessee agrees that the security deposit shall be used to pay Lessor for unpaid Rent, costs and any other expenses. Any or all of the security deposit will be returned within 14 days after Premises are inspected and vacated.

The security deposit is not an advance payment of Rent and will not be treated as such by the Lessee. The Lessor reserves the right to pay any amounts owed by Lessee under this agreement from the security deposit and in this event; Lessee will replenish the security deposit to its original amount within 14 days after written demand. If Lessee fails to take possession of the Premises or repudiates the Lease before the beginning of the Lease, Lessor may keep the security deposit and any prepaid Rent to compensate for the Lessee's breach of the Lease.

5. **NONPAYMENT OF RENT:** A late fee of fifty dollars (\$50.00) will be charged to Lessee for payments received after 5:00p.m. on the 3<sup>rd</sup> day of each month. A check returned due to insufficient funds (NSF) will be treated as late Rent. Once a personal check is returned for NSF, all future payments must be paid by money order, cashiers check or cash. A fee of \$25.00 will be charged for any dishonored bank check given by the Lessee.

Lessor will file eviction proceedings against Lessee if Rent, late fees, or NSF fees are not paid in full on or before the 10<sup>th</sup> day of each month. By signing this Lease, Lessee acknowledges that Lessor is not required to give notice before starting eviction proceedings. Further, Lessee waives any and all legal right to receive a notice to quit. Lessee agrees to pay all costs and expenses, including attorneys' fees, associated with an eviction proceeding.

6. **HOLDOVER:** If Lessee remains in possession of the Premises after the termination of this Lease, Lessee agrees to pay Lessor a two hundred dollar (\$200) per day Holdover Fee in addition to the normal rent. Additionally, during the holdover, the Lessee agrees to indemnify Lessor against any and all losses, claims, damages and costs, including those caused by the Lessor's own negligence, sustained by Lessor during the Lessee's holdover.
7. **RETURN OF PREMISES:** Upon the termination of expiration of this Lease, the Lessee agrees to return the Premises to Lessor in the following conditions:
  - a. No damage to the Leased Premises or common areas and/or owner's property beyond normal wear and tear or damage by fire not the fault of the Lessee, members of Lessee's family or Lessee's invitees. Normal wear and tear does not include breaks, holes, scratches or burns in any surface, fixture or appliance.
  - b. The entire Premises, including range, microwave oven, refrigerator, disposal, dishwasher, washer and dryer and all closets and cabinets are to be cleaned and empty.
  - c. Walls and doors will be free of stickers, scratches and holes. All burned out light bulbs shall be replaced.
  - d. No stains, indentations, scratches on flooring, counters, cabinets showers, tubs or sinks. No odor or stains to carpet. Non-removable stains will require that the Lessee pay for complete replacement.
  - e. Payment of all late charges, rents and cancellation fees.
  - f. All keys returned to Manager. There is a \$100.00 fine for keys not returned.
  - g. All debris, garbage and discards hauled away or placed in proper garbage containers and all personal property of the Lessee removed from the Premises.
  - h. An inspection/walk through is required before tenant vacates the Premises.

The failure to return the Premises in the above noted condition shall be considered as default of the Lease. Lessee agrees to pay all Lessor's costs and expenses associated with the default.

8. **UTILITIES:** Lessor agrees to pay for the following utilities: Trash pick-up, water and sewage. Lessee will place all trash in designated containers and will not leave trash in hallways.

Lessee agrees to pay for the following utilities: Electric, Telephone, and Cable. Lessee will not install or operate any major appliances (e.g. electric heaters or air conditioners) not furnished by the Lessor, or abuse or make excessive or unreasonable use of utility services provided by Lessor. Lessee agrees to notify Lessor immediately of any condition on the Premises that could cause increases in Lessor's utility charges. The use of kerosene or propane heaters is not permitted. Lessor is not responsible for costs, damages or injury to any person or property due to failure, interruption or unanticipated consequences of any utility service; this includes heating, cooling, electricity, water, sewage, telephone or internet access.

Lessee agrees to maintain all utilities for the entire term of Lease, and if any utility is disconnected during the Lease term and service automatically switched to Lessor's name, the cost will be charged back to Lessee and Lessor has the right to disconnect service without notice. There will be a penalty of \$25.00 per day for each utility that is not turned to the tenant's name on the beginning day of the Lease and continuing through to the ending date of the Lease.

9. **FURNISHINGS:** Lessor agrees to provide the following appliances: refrigerator, dishwasher, microwave oven, range and disposal. All apartments shall have washer/dryer, central air-conditioning, cable ready and window blinds.
10. **CONDITION AND ALTERATIONS:** Lessee's taking possession of the Premises is conclusive evidence that the Premises are in good order and repair, except as noted otherwise on Lessor's move in inspection checklist. Lessor has made no promise to decorate, alter repair or improve the Premises, except such as is contained in the Lease or required by Indiana law. Lessee shall make no alterations or additions to the decorating without written consent of Lessor. Lessee shall not place holes, nails or screws in the walls or woodwork or tape posters to the walls. No adhesive or gummed hangers are permitted.

Except for reasonable wear and tear, Lessee shall at his/her own expense, maintain the Premises and furnishings in clean and satisfactory condition and shall return the Premises to Lessor in that condition at the end of this Lease. Clothing, rugs or other articles shall not be placed at any window of the Premises and shall not be hung, dried or cleaned anywhere outside the Premises. Nothing shall be placed outside or upon any window sill or thrown or dropped from any window.

Lessee agrees to contact Lessor concerning all maintenance and repairs. The Lessor agrees to make any necessary repairs to mechanical systems within a reasonable time period, except those the Lessee agrees to be responsible for all repairs or maintenance to the Premises caused by Lessee's negligence, misuse or improper use. Lessee will, at Lessee's expense, keep the Premises, including all fixtures and equipment, in good order and repair and in a clean and sanitary condition. Lessee will pay all costs and/or charges for intentional or negligent damage to the Premises caused by Lessee or Lessee's family, invitees or guests.

11. **USE AND OCCUPANCY:** By executing this Lease, Lessee agrees to the following terms for the use and occupancy of the Premises:
- a. Only the persons who have executed this Lease as Lessee are permitted to reside in or occupy the Premises, **see Section 3**. No roomers, lodgers or boarders will be permitted to occupy the Premises and no guest(s) will be permitted to occupy the Premises for more than 3 days in any month without the prior written approval of Lessor. Lessor may impose a fine of up to \$100.00 per incident for violation of these terms at its sole discretion.
  - b. Lessee agrees to not use unlawful, improper or an offensive manner within the Premises.
  - c. Lessee shall not operate or permit operation of a stereo system, television set or musical instrument, nor entertain guests in any manner that might disturb other residents.
  - d. In no event shall Lessee go upon or permit any other person to go on the roof of the Premises.
  - e. Lessee shall not have a waterbed or other liquid filled furniture on the Premises without the prior written consent of Lessor.
  - f. Lessee must maintain all smoke detectors in working order. If a smoke detector is discovered that does not have a battery installed, Lessee will incur a fee of \$50.00 penalty.
  - g. Neither Lessee nor Lessee's guests will obstruct driveways, sidewalks, hallways or stairways or use them for any other purpose that for entrance and exit. Only authorized persons will be permitted to use parking areas.
  - h. No grill may be used without the prior written approval of Lessor.
  - i. Lessee shall not use porches, balconies or common areas as storage areas.
  - j. Lessee or guest shall not climb in or out of any window on the Premises.
  - k. Lessee shall give notice of absence if away from Premises for more than 5 days.

A violation of one or more of these conditions constitutes default of the terms of the Lease. Lessor will give Lessee 3 days notice to fix the default. If Lessee fails to fix the default, then Lessor may initiate eviction proceedings against the Lessee. Lessee agrees to pay all Lessor's

costs and expenses, including attorney's fees associated with Lessor's attempt to cure the default.

12. **NON LIABILITY OF LESSOR:** Lessee will indemnify and save harmless Lessor from and against any and all claims or actions for damages to persons or property or for loss of life and against and all losses, costs, damages, charge, penalties and expenses including attorney's fees, arising out of or in connection with any accident or other occurrence due directly or indirectly to the use and occupancy of the Premises or any common or related area, by the Lessee. This indemnity extends to any and all claims in which it is asserted that Lessor itself has been negligent or otherwise at fault.
13. **SUB-LEASE:** This Lease shall not be assigned nor the Premises sub-leased without the prior written consent of Lessor. It is the sole responsibility of Lessee to find and secure any sub-lessee. Any sub-lessee must follow qualification procedures. All sub-lessees must agree to any sub-lease and sign the sub-lease form. Any security deposits collected from a sub-lessee will be held and governed by Lessee, not by the Lessor. Lessor will refund any security deposit only as provided in this Lease. Consent to a sub-lease does not nullify this Lease and this Lease continues in effect for the full term of the Lease. Further, consent to a sub-lease does not release Lessee from Lessee's obligations under this Lease. A sub-lease fee of \$20.00 will be assessed for each sub-lease.
14. **PETS:** No animals or pets of any kind are permitted in or on the Premises, except with Lessor's pre-approval and the filing of a PET AGREEMENT. This includes friends' pets, visiting pets or temporary pets. If an unauthorized pet is in or on the Premises or if Lessor determines that an unauthorized pet has been in the Premises, Lessee will pay Lessor a \$50.00 per month charge for the entire Lease term. In addition, if the pet is not removed after Lessor's notice to Lessee of the violation, Lessee will pay Lessor liquidated damages of \$25.00 per day until such pet is removed.
15. **RIGHT OF ENTRY:** Lessor reserves the right to enter the Premises at all reasonable hours in cases of emergency, to make necessary repairs or improvements, supply necessary or agreed services, for inspections or to exhibit the Premises to prospective tenants or purchasers. If Lessee refuses Lessor reasonable access to the Premises or interferes with the same, Lessee shall pay, as damages for the violation, a sum equal to 3 months rent.
16. **LOCKED OUT/RETURN OF KEYS:** If Lessor must come and unlock an apartment because a Lessee is locked out, a fee of \$25.00 will be assessed to that particular Lessee. The Lessor will only come to unlock an apartment during normal business hours. If a locksmith is required to open the door, Lessee will pay the locksmith charge. Keys must be returned to Lessor within 24 hours of vacating the Premises. If keys are not returned within this time, a \$100.00 fee will be assessed, see **Section 7(f)**. The tenant has been provided with 1 key for each tenant and hereby acknowledges the receipt thereof. The Lessee shall not have the locks rekeyed or changes. The Lessor, with written request from the Lessee, may rekey the lock at the Lessee's expense.
17. **DEFAULT:** It will be an Event of Default under this Lease if:
  - a. Lessee fails to pay any installment of rent or any fee, charge or penalty under this Lease when due.
  - b. Lessee violates any other term or condition of the Lease after not less than 3 days written notice of such default.
  - c. Lessee fails to pay the first monthly rent installment within 3 days after the due date.
  - d. Lessee abandons the Premises.
  - e. Any conduct of Lessee or Lessee's guests is objectionable.
  - f. Any information provided by Lessee to Lessor is untrue or misleading.
  - g. Lessee files a petition for bankruptcy.

Upon occurrence of any Event of Default, this Lease, and all rights of Lessee under this Lease, will terminate at the election of Lessor without notice to Lessee. Lessor may, at Lessor's election, immediately reenter and take possession of the Premises without notice, without accepting surrender of the Premises and may remove from the Premises all persons or property as permitted by Indiana law.

Upon occurrence of any Event of Default, Lessee agrees to pay Lessor the amount of the remaining rent due under this Lease plus any and all of Lessor's costs and expenses in enforcement of this Lease and in re-letting the Premises. Lessor agrees to offset its damages if rent is obtained by re-letting the Premises. Upon occurrence of any Event of Default, Lessee will pay costs and expenses, including reasonable attorney's fees, incurred by Lessor in connection with the exercise of its rights under this Lease. The above remedies and cumulative and in addition to any other remedies at law or in equity.

18. **ABANDONMENT:** If upon termination of the Lease (whether by expiration of its term or due to an Event of Default) any personal property is left in the Premises will become Lessor's property. Such property may be removed from the Premises at the risk and at the expense of Lessee and will be deemed abandoned by Lessee. Lessor may dispose of such property as it may determine after 30 days as permitted by Indiana Law.
19. **RULES AND REGULATIONS:** Lessor reserves the right to establish rules and regulations as deemed necessary in the opinion of Lessor and agrees to give Lessee proper notice of any changes in applicable rules and regulations. Lessee agrees to abide by all rules and regulations that are now or may be established by Lessor with respect to occupancy of the Premises. Lessee has read and reviewed the current Rules and Regulations at the time of execution of this Lease and has no unanswered questions.
20. **PARKING:** All vehicles in parking areas must be owned by Lessee, in operable condition and legally registered and licensed. Lessee's vehicle(s) must be registered with Lessor and must display any parking permits required by Lessor. Unauthorized vehicles will be ticketed and removed at the owner's expense. Lessor will have no liability for any damage caused by such removal. No recreational vehicles, watercraft, trailers or commercial trucks will be permitted without prior written consent by Lessor. No maintenance repair will be performed on vehicles on the Premises or parking areas or grounds. All parking is on a first-come, first-served basis unless designated by Lessor. Parking is permitted on paved parking lots only.
21. **NON-WAIVER:** Failure of Lessor on any occasion to insist on strict performance of any of the terms or conditions of this Lease, or the waiver of any breach of Lessee, will not constitute or be construed as a waiver or relinquishment of Lessor's right on a later date to enforce any such term, agreement or condition. Further, the Lessor's acceptance of a partial monthly rent installment shall not waive Lessor's right to recover the remaining portion of unpaid rent. The choice of one remedy does not prevent Lessor from using another remedy.
22. **GENERAL TERMS:** Time is of the essence of this Lease. All notices required by this Lease must be in writing and will be effective when delivered by hand or mailed by first class mail to Lessee at the Premises or to Lessor at the address of payment of rent. This Lease constitutes the entire agreement between the parties and can be modified only by written agreement signed by Lessor and Lessee. No oral representations by either party are binding. If any provision of this Lease is deemed invalid under applicable law, the remainder of this Lease shall remain in force. Subject to **Section 13** of this Lease, this Lease will be binding on Lessor and Lessee and their successors and assigns.
23. **SATELLITE DISHES:** Lessee may place a satellite dish which is no more that 18" in diameter, which does not extend above or below the ceiling and floor lines, respectively, of

the Premises on any balcony or patio for which Lessee has a license of use upon the following conditions:

- a. Lessee shall deposit with Lessor the sum of \$100.00 as in increase in the security deposit. The amount shall be used and/or applied as provided in this Lease and not solely to offset damages, if any, resulting from the satellite dish.
- b. Installation shall be done in a manner acceptable to Lessor and cause no damage to the exterior of the balcony or the balcony or patio where placed.
- c. The satellite dish shall not be permanently affixed in any manner to any exterior wall, fencing, railing, etc. Clamps may be used where appropriate subject to Lessor's approval.
- d. No drilling, tapping or sawing of any wall, floor, balcony, railing door or window in or adjacent to the Premises shall be permitted.
- e. Lessee shall purchase and maintain liability insurance and provide proof thereof to Lessor prior to any such installation, with limits acceptable to Lessor covering liability for personal injury or property damage arising out of or in connection with the antenna or its installation and placement be Lessee.
- f. Lessee shall remove all fixtures and devices used in the installation and return the Premises to their original condition upon expiration of the terms of this Lease.

A violation of one or more of these conditions constitutes default of the terms of the Lease. Lessor will give 3 days notice to fix the default. If Lessee fails to fix the default, then Lessor will initiate eviction proceedings against the Lessee. Lessee agrees to pay all Lessor's costs and expenses, including attorney's fees associated with Lessor's attempt to fix the default.

24. **PROHIBITED PURPOSES:** Lessee shall not conduct any business nor permit any unlawful and immoral practice to be committed on the Premises. Lessee shall not permit to be kept or used inflammable fluids or explosives on the Premises. Lessee shall not permit the Premises to be used for any purpose which will injure the reputation of the building or which will disturb the occupants of the building or the inhabitants of the neighborhood. Lessee shall not permit the Premises to be used for criminal activity including, but not limited to, violent criminal activity and/or illegal drug-related activity. "Illegal drug-related" activity means "the illegal manufacture, sale distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance, as that is defined in the United States Controlled Substances Act, or as these terms may further defined under local ordinance or Indiana Law". In the event that Lessee violates this term of the Lease, Lessor may, at Lessor's sole discretion, terminate this Lease.
25. **SECURITY:** Lessee agrees that Lessor has no obligation or duty to insure the safety of Lessee's person and property in the Premises, the common areas or the parking lot. Lessee assumes all risks and liability associated with a theft, loss, damage or injury to the Lessee's person or property. Any security measures taken by Lessor are for the sole purpose of safeguarding the Lessor's property.
26. **ATTORNEY'S FEES:** In the event of the employment of an attorney by the Lessor because of violation by the Lessee of any term or condition this Lease. Lessee shall pay the fee of the Lessor's attorney and/or all court costs that the Lessor may incur. The decision to employ an attorney will be solely in the discretion of the Lessor.
27. **FALSE APPLICATION:** Lessee warrants that the information given to the Lessor in the application for this Lease is true, and in the event that such information is false, the Lessor may, at Lessor's sole option, terminate this Lease.
28. **RENEWAL OF LEASE:** Lessee shall give Lessor written notice of intent to renew by no later than October 31, following the commencement of the Lease Term. Lessor is under no obligation to renew the Lease, and in order to renew, Lessor and Lessee must execute a new Lease or a Lease renewal form.

29. **CHOICE OF LAW/VENUE:** This Lease is controlled and governed by Indiana Law. Any dispute arising from the Lease shall be brought and venued in Tippecanoe County, Indiana.

**ADDENDA:**

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**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Lease to be executed on the date first written above.

Lessee: (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Lessee: (Printed) \_\_\_\_\_

Social Security # \_\_\_\_\_ Birth date: \_\_\_\_\_

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

Parent's Full Name: \_\_\_\_\_

Parent's Address: \_\_\_\_\_

Parent's Phone: \_\_\_\_\_

Parent's Email Address: \_\_\_\_\_

Parent's: (Signature) \_\_\_\_\_

Parent's: (Printed) \_\_\_\_\_

Lessor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessor Printed: **J. Craig Irvine**  
**Manager, Global Village Apartments**

Phone: **(765) 412-8801**

Email: **craig@irvinetravel.com**