

*W. H. Simoline*

*Internal?*

## INDIANA RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES.** This Residential Lease Agreement ("Agreement") made this December 4, 2022 is between:

*are you claiming you are the  
successor of the sublessor*

Landlord: W. S. [REDACTED] with a mailing address of 304 E 16th St, Bloomington, IN 47408 ("Landlord"), AND

Tenant(s): David Wolfe Bender ("Tenant").

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **LEASE TYPE.** This Agreement shall be considered a: Fixed Lease. The Tenant shall be allowed to occupy the Premises starting on May 1st, 2023 and end on August 1st, 2023 ("Lease Term"). At the end of the Lease Term, the Tenant must vacate the Premises. Landlord agrees that he has actual authority and the right to lease the property to Tenant.

3. **THE PROPERTY.** The Landlord agrees to lease the described property below to the Tenant:

- a) Mailing Address: 304 E 16th St, Bloomington, IN 47408
- b) Residence Type: House

The aforementioned property shall be leased by the Tenant ("Premises").

4. **PURPOSE.** The Tenant and Occupant(s) may only use the Premises as: A residential dwelling only.

5. **RENT.** The Tenant shall pay the Landlord, in one total installment of \$3000. The Rent shall be due on May 1st, 2023 ("Due Date") unless a later date is verbally agreed to by both parties. The installment can be paid either by cash or check to Landlord. Tenant may exit the agreement at any time before May 1st, 2023, surrendering the sublease but also releasing any payment obligation.

6. **SUPERSEDING RULES.** The Tenant shall abide by all rules of any superseding lease.

7. **UTILITIES.** The Landlord shall provide available utilities and services to the Tenant. Any other utilities or services not mentioned will be the responsibility of the Tenant.

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**8. POSSESSION.** Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.

**9. ACCESS.** Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

**10. SUBLETTING.** The Tenant shall not be able to sublet the Premises without the written consent from Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

**11. ASSIGNMENT.** Tenant shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

**12. RIGHT OF ENTRY.** The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

**13. MAINTENANCE, REPAIRS, OR ALTERATIONS.** All maintenance, repairs, or alterations not the fault of The Tenant shall be the responsibility of The Landlord, including but not limited to any labor or equipment costs.

**14. NOISE/WASTE.** The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.

**15. COMPLIANCE WITH LAW.** The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal

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government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

**16. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**17. SURRENDER OF PREMISES.** The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

**18. GOVERNING LAW.** This Agreement is to be governed under the laws located in the State of Indiana.

**19. CHOICE OF COURT.** Any legal action arising out of or relating to this Lease shall be brought in the state courts located in Indiana, and Landlord and Tenant each hereby consent to the jurisdiction of such courts and waive any objection to venue in such courts. Landlord and Tenant further agree that any such legal action shall be determined solely by the application of the laws of the state in which the Property is located, without regard to conflict of law principles.

**20. ENTIRE AGREEMENT.** This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

The parties agree to all of the above conditions and sign here as evidence:

Landlord's Signature  Date 12/09/22

Print Name: W  S 

Tenant's Signature  Date 12/09/22

Print Name: David Wolfe Bender