

RESIDENTIAL LEASE

This Residential Lease (the "Lease") is entered into by Doug and Steve St. Peters, a general partnership, ("Landlord") and _____ (in the singular, "Tenant"). Individually, Landlord and Tenant are each a "Party" and collectively they are the "Parties". The Parties, in consideration of the mutual promises and covenants contained herein, now agree as follows:

- 1. Lease Premises.** The leased premises is located at _____ (the "Property").
- 2. Lease Term.** The term of this Lease shall be from 6:00 AM on _____ (the "Effective Date") to 6:00 PM on _____ (the "Term").
- 3. Rent.** Tenant shall pay Landlord the sum of \$_____ per month, payable in advance, on the 1st day of each month during the Term as rent for the Property (the "Rent"). For any partial months during the Term, the Rent shall be prorated based upon the number of days in that partial month. If there are multiple Tenants, all Tenants will be jointly and severally liable for the Rent.

Tenant shall tender the Rent via (a) hand-delivery of cash to Landlord; (b) hand-delivery of check or certified check made payable to "Doug St. Peters" or "Steve St. Peters" to Landlord; (c) mailing a check or certified check made payable to "Doug St. Peters" or "Steve St. Peters" to Landlord at 121 N 3rd Avenue, Beech Grove IN 46107, IN 46259 (if mailed, it will be construed as "delivered" on the date it arrives); and/or (d) one of the following electronic methods:

ELECTRONIC PAYMENT METHODS	
Method	Instructions for Payment
Cash App	317-414-3265
Venmo	@Doug-stpeters
PayPal	douglas.st.peters @dougstp
Credit Card	Call 317-414-3265 for processing

If Tenant delivers any Rent payment to Landlord early, before the 1st day of the month in which it is due, Tenant may deduct \$10.00 from that Rent payment. If Tenant delivers any Rent payment to Landlord late, after the 5th day of the month in which it is due, then Tenant shall incur a late fee of 10% of the outstanding Rent (the "Late Rent Fee"). If there is any rent balance owed at the end of the month and additional \$50 end of month late fee will apply regardless of the balance owed. If Tenant schedules a time for Landlord to come pick-up a Rent payment from Tenant and Tenant fails to provide Landlord with the full Rent payment within fifteen (15) minutes of the scheduled pick-up time, then Tenant shall owe Landlord a fee of \$30.00 (the "Missed Pick-Up Fee"). If Tenant tenders a check to Landlord and that check is returned for insufficient funds and/or is otherwise non-negotiable, Tenant shall pay Landlord all associated costs incurred Landlord, along with a fee of \$30.00 (the fee being the "Check Return Fee"). If Tenant tenders more than one (1) check to Landlord that is returned for insufficient funds and/or is otherwise non-negotiable, then Tenant agrees that Landlord may, at its option and in its sole discretion, specify one (1) or more specific methods of payment for all future Rent.

Other than the Security Deposit, Tenant understands and agrees that any and all monies paid by Tenant to Landlord, regardless of how the monies are designated and/or earmarked by Tenant, will be first applied to fees owed by Tenant under this Lease (which fees Tenant agrees are attendant to the damages that will be incurred by Landlord due to the action or omission which triggers the fees), then to amounts other than Rent owed by Tenant to Landlord under this Lease, then to Rent owed under this Lease.

- 4. Utilities.** Tenant shall be responsible to pay the cost of all utilities connected to the Property (such as sewer, cable television, telephone, water, steam, gas, and electricity, etc. and any meter charges) (the "Utilities"), directly to the provider(s) of those Utilities, for the entire Term. On the Effective Date, Tenant shall register all Utilities in

the name of Tenant. If Tenant fails to register the Utilities in the name of Tenant by the Effective Date, Tenant will be in material breach of this Lease. If Landlord elects, as part of its effort to preserve the Property, to temporarily pay unpaid Utilities, then Tenant shall owe Landlord all amounts paid by Landlord for the Utilities and a fee of \$10.00 for each of the Utilities paid by Landlord (the fee being the "Utility Payment Fee"), in addition to a \$50/month per utility: Utility default fee for each month the utility is not transferred to tenant's name.

5. **Security Deposit.** On date Tenant executes this Lease, Tenant shall pay Landlord a damage and security deposit in the amount of \$_____ (the "Deposit"). Pursuant to Indiana Code § 32-31-3-12, upon termination of this Lease, Landlord shall return the Deposit to Tenant minus any amount applied to (1) accrued and unpaid Rent; (2) accrued and unpaid charges for Utilities; (3) the cost to repair any damages, beyond normal wear and tear, to the Property; (4) all other amounts owed by Tenant to Landlord under this Lease; and (5) all other amounts that Landlord has sustained and/or reasonably will sustain as a result of Tenant's failure to comply with the Lease; all as itemized by the Landlord in a written notice to Tenant within forty-five (45) days of the termination of the Lease (the "Itemization"). Tenant understands and agrees that Landlord's obligation to return the Deposit and provide the Itemization is contingent upon Tenant providing Landlord with a forwarding address after Tenant vacates the Property.
6. **Acceptability of Property.** Tenant has inspected the Property. Tenant approves of the condition of the Property. Tenant agrees that the Property is in a safe, clean, and habitable condition and in full compliance with all applicable health and housing codes. Tenant agrees that the following items are in a good, safe, and working condition (to the extent provided): electrical systems; plumbing systems; sanitary systems, heating, ventilation, and air conditioning systems. Tenant understands and agrees that appliances, including window air conditioning units (which are not systems), are not provided as an inducement to enter into this Lease and any appliances on the premises are complimentary, will not be maintained by Landlord, and must stay with the property upon your departure from the Property. Tenant otherwise understands and agrees that it is taking possession of the Property in the following condition: AS-IS, WHERE-IS, and WITH ALL FAULTS.
7. **Authorized Occupants.** The Property shall be used for residential purposes only for Tenant and the following members of Tenant's immediate family _____ (collectively, the "Authorized Occupants.") If an Authorized Occupant is over the age of eighteen (18), then they must be screened and approved in advanced by Landlord and must be listed as a Tenant on this Lease.

For Authorized Occupants under the age of eighteen (18), Tenant understands and agrees that no more than two (2) children under age five (5) may share the same bedroom and no more than one (1) child over age five (5) may occupy the same bedroom. If Tenant allows any person other than an Authorized Occupant to live at the Property (meaning that person stays overnight at the Property for more than either (i) ten (10) consecutive days; (ii) fifteen (15) days in a thirty (30) day period; or (iii) thirty (30) days in a sixty (60) period), all as determined by the Landlord in its sole discretion, then as compensation for the additional wear and tear on the Property, Tenant shall immediately pay Landlord a fee of \$1,000.00 (the "Unauthorized Occupant Fee") and the Rent shall be immediately increased by \$500.00 per month per person, without proration, for the remainder of the Term. If Tenant fails to immediately pay the Unauthorized Occupant Fee and timely pay the Rent increase with the next Rent payment due under this Lease, then Tenant shall be in material breach of this Lease. If Landlord pursues Tenant for a breach of this Paragraph (7) of the Lease and court finds for the Landlord, Tenant shall also owe an additional \$1,000 fine (the "Unauthorized Occupant Fine").

8. **Tenant's Use, Obligations.** Tenant shall (1) keep the Property reasonably clean; (2) maintain the yard at the Property by keeping the grass at a height of eight (6) inches or less, raking leaves, trimming shrubs, and keeping fence rows free of weeds and debris; (3) remove all trash and rubbish from the home and yard on the Property, keep the trash and rubbish in a closed container out of sight on the Property, take the closed container to the curb for weekly trash pick-up at the Property, and then, immediately after trash pick-up, return the closed container to a location out of sight on the Property; (4) use the furniture, appliances and systems at the Property in a reasonable and respectful manner (including replacing the HVAC filter, at Tenant's expense, at least every three (3) to six (6) months according to the filter rating); (5) refrain from defacing, damage, destroying, impairing, or removing any part of or any item belonging to Landlord at or in the Property; (6) refrain from engaging in any unsafe, illegal, obnoxious, and/or hazardous conduct at the Property (this includes any conduct that unreasonably disturbs the persons residing at neighboring properties; (7) comply with all reasonable rules and regulations imposed by Landlord, in existence on and as amended after the Effective Date with ten (10) days-notice to Tenant (the "Landlord Rules and

Regulations”); (8) comply with all duties and obligations imposed upon and/or applicable to Tenant and/or the Property by insurers, health and housing codes, and federal, state, and local laws, regulations, ordinances, and rules (and immediately reimburse Landlord for any fees, fines, costs, and other expenses associated with the failure to comply with the same by Tenant and/or the guests, invitees, and licenses of Tenant).

9. **Pets, Animals, Birds, Amphibians.** Tenant is allowed _____ pet at the Property which is a _____ (the “Pet”). On the date Tenant executes this Lease, in order to have the Pet at the Property, Tenant shall pay Landlord a one (1) time, non-refundable pet fee of \$_____. In addition, Tenant shall be solely and exclusively liable for and shall pay upon demand by Landlord the cost of any damage or injury the Pet causes to the Property and/or any tangible property belonging to Landlord at the Property. Tenant shall also be solely and exclusively liable for, and shall indemnify, defend, and hold Landlord harmless for, any and all injury and/or damage the Pet causes to person or property at or on the Property. If Tenant allows any other animals, birds, or amphibians at or on the Property, at any time, for any reason, Tenant will be subject to a \$500.00 fee (the “Unauthorized Animal Fee”) and Tenant shall be in material breach of this Lease.
10. **Smoking.** Tenant acknowledges that smoking causes damages above ordinary wear and tear on the Property. Tenant states that the following Authorized Occupants smoke: _____ (each a “Smoker”). Tenant shall pay Landlord a non-refundable fee of \$200.00 for each Smoker (the “Smoking Fee”). No other persons shall be allowed to smoke on or at the Property.
11. **Alterations Prohibited.** Tenant shall not make any changes, alterations, additions, or improvements in, on, or to the Property without first obtaining the written consent of Landlord. This prohibition encompasses changing, altering, adding, removing, or disturbing, in any way, furniture (if included), floors, walls, trim, or other surfaces, signs, fences, mailbox, wiring, plumbing, appliances, equipment, fixtures, or locks at the Property. Tenant understands and agrees that, regardless of any approval provided by Landlord, Landlord may require Tenant to undo, reverse, remove, and/or repair any changes, alterations, additions, and/or improvements made by Tenant in, on, or to the Property. Tenant shall pay for and be solely and exclusively responsible for any and all changes, alterations, additions, and improvements they make in, on, or to the Property, along with the cost to undo, reverse, remove, and/or repair those changes, alterations, additions, and improvements.
12. **Landlord’s Right to Enter.** Landlord may enter the Property, at reasonable times with at least twelve (12) hours advance notice, in order to inspect the Property, perform maintenance and/or make repairs in or to the Property, show the Property to state or local government officials, mortgagees, purchasers, vendors, contractors, utility companies, or prospective tenants, and/or comply with applicable laws or regulations. Landlord may enter the Property without advance notice when a health or safety emergency exists, in the sole determination of Landlord, or if Tenant is absent and entry is necessary to protect the Property and/or the health and safety of persons or property at or around the Property; all in the sole determination of Landlord.
13. **Assignment/Sub-Letting.** Landlord may assign this Lease without notice or approval to Tenant. However, Tenant may not assign this Lease, sub-let the Property, or give accommodations to individuals other than Authorized Occupants without written authorization from Landlord. If Landlord permits Tenant to assign this Lease or sub-let the Property, Tenant and the, as applicable, assignee or sublessee of Tenant, shall all be jointly and severally liable for all obligations of Tenant under this Lease for the remainder of the Term.
14. **Liability for Repairs, Extermination, Injury, Damage and Loss.** Tenant shall immediately report to Landlord any issues, problems, loss of function, and/or damage to the roof, structure, electrical systems, plumbing systems, sanitary systems, heating, and ventilation systems at the Property. Landlord will maintain and repair these items. Tenant shall be solely responsible to perform and/or pay for the cost of all other necessary (to be determined at the discretion of Landlord) maintenance and repairs at the Property. Tenant shall be solely responsible to perform and/or pay for the cost of any necessary (to be determined at the discretion of Landlord) bug or rodent extermination at the Property (as those conditions were not present as of the Effective Date).

Tenant may contact the Landlord to make emergency repairs at any time. Tenant may contact Landlord to make non-emergency repairs between 7:30 AM and 9:00 PM Monday through Thursday. Regardless of the reason for and/or what necessitates any repair, Tenant shall pay Landlord a minimum \$50.00 for the time and inconvenience

of each repair made by Landlord (the "Repair Fee"). Additionally, Tenant shall pay Landlord the amount of \$25.00/per man hour for all repair work performed by Landlord and/or the agents of Landlord at the Property (the "Hourly Repair Rate"). Tenant shall pay the Hourly Repair Rate for repairs made during the term of the Lease, and for damages beyond ordinary wear and tear, after the expiration of the Lease.

Tenant shall also be responsible for the following fees, which represent the minimum cost of labor and/or materials to Landlord for the associated and enumerated maintenance or repair item: **THESE CHARGES ARE PAYABLE ON DEMAND. Security and Damage Deposit may not be applied to the charge during the tenancy**

- \$50.00 each time Tenant fails to maintain and so Landlord maintains the yard as required in this Lease (the "Yard Maintenance Fee")
- \$10.00 each time Tenant fails to remove and so Landlord removes trash or debris from the home or yard as required in this Lease (the "Trash Clean-Up Fee");
- \$40.00 each time a glass window pane or door pane is broken and/or must be replaced at the Property (the "Glass Pane Fee");
- \$200.00 each time a door, door frame, or door hardware is damaged as the result of abuse and must be repaired and/or replaced at the Property (the "Door Damage Fee");
- \$60.00 for each room and/or area of the structure and/or fixtures at the Property that the Tenant paints without the advance, written approval of Landlord (the "Unauthorized Painting Fee"); and \$20.00 each time Tenant and/or any of its guests, invitees, or licensees.
 - a. Failing to cut the yard as described above, no less than \$50
 - b. Failing to pick up trash in the yard, not less than \$10
 - c. Window or door glass replacement, not less than \$40 per pane
 - d. Damage to doors, door frames, or hardware as a result of abuse, not less than \$200/door
 - e. Painting, not authorized in writing by landlord, no less than \$50 per room
- Parking or driving in the yard, not less than \$20, per occurrences parks on or drives through the yard and damages the yard on the Property (the "Yard Damage Fee").

In addition to the above, Tenant shall be liable to and shall immediately reimburse Landlord for any damage to the Property, and/or the tangible property of Landlord at the Property, that is caused by Tenant and/or the guests, invitees, or licensees of Tenant. Tenant hereby releases and agrees to indemnify, defend, and hold harmless Landlord for any injury, damage, and/or loss that occurs to any person on or at the Property; any item of tangible personal property on or at the Property; or the Property during the term of this Lease. For the duration of the Term, Tenant shall: (i) maintain personal property/renter's insurance sufficient to insure the replacement value of all of the personal property belonging to and/or maintained by Tenant at the Property; (ii) maintain liability insurance, with Landlord named as a co-insured on the policy, in an amount of \$100,000.00 per occurrence; and (iii) immediately provide proof of insurance upon the request of Landlord.

15. **Renewal, Extension, Termination, Vacation, Abandonment.** This Lease is solely for the Term. This Lease is not automatically renewable or extendable beyond the Term. If Tenant wishes to renew and/or extend this Lease beyond the Term, it must provide written notice to Landlord at least sixty (60) days prior to the expiration of the Term. Landlord may decline and any renewal or extension must be in a writing signed by both Parties.

Landlord may terminate this Lease for any reason upon thirty (30) days written notice to Tenant. Tenant will be bound by the Lease through the Term, whether full or abbreviated due to early termination by Landlord. At the end of the Term, whether full or abbreviated due to early termination by Landlord, Tenant agrees to timely vacate the Property; leave the Property and all of the furnishings, appliances, equipment, and other items belonging to Landlord at the Property, in good, working, and clean condition; hand-deliver the keys, garage door openers, and parking permits/passes/stickers for/associated with the Property to Landlord; and provide Tenant's forwarding address to Landlord.

If Tenant fails to pay or offer to pay Rent due under this Lease and a reasonable person would conclude under the circumstances that Tenant has surrendered possession of the Property, then Landlord may deem Tenant to have abandoned the Property and may immediately take possession of and re-let the Property. If Tenant leaves personal property behind after vacating the Property, or after abandoning the Property in which case that personal

property shall also be deemed abandoned, then Landlord may remove and dispose of that personal property at the sole discretion of and in the manner deemed appropriate by Landlord without any liability to Tenant, the family of Tenant, or any other persons that may claim ownership of said personal property or that resided at the Property.

16. **Sale, Casualty, Condemnation.** Upon a voluntary or involuntary transfer of ownership of the Property, Landlord's obligations hereunder shall terminate, Landlord shall have no further duty, obligation, or liability under this Lease, and the new owner of the Property shall be solely responsible for Landlord's duties, obligations, and liabilities under this Lease. If fire or other casualty destroys, or any authority uses the power of eminent domain to take, any part of the Property, then Landlord may terminate this Lease.
17. **Smoke Detectors.** Indiana Code § 22-11-18-3.5 requires the Landlord (1) install a required smoke detector and (2) replace or repair a required smoke detector, within seven (7) working days after the owner, manager, or rental agent is given written notification of the need to replace or repair said smoke detector. Indiana Code § 32-31-5-7 requires Landlord, at the time the Property is delivered to Tenant, to cause Tenant to acknowledge in writing that the Property is equipped with a functional smoke detector (by signing below, Tenant makes this acknowledgement). Indiana Code § 32-31-7-5(6) requires Tenant to ensure that each smoke detector remains functional and is not disabled. Tenant shall replace batteries in any smoke detector(s) as necessary or, if a smoke detector that is hardwired in the electrical system of the Property stops functioning properly, Tenant shall immediately provide notice to Landlord.
18. **Default.** Tenant shall be in default under this Lease: (a) if Tenant fails to pay Rent by the 5th day of the month in which the Rent was due, without any requirement of notice of the payment default; (b) if, in Landlord's sole determination, Tenant engages in criminal activity at or on the Property, regardless of whether Tenant is arrested or convicted, and without any requirement of notice of the criminal activity default; (c) if, in Landlord's sole discretion, Tenant commits waste and/or otherwise jeopardizes the safety and/or integrity of the Property, without any requirement of notice of the waste default; and/or (d) if Tenant fails to cure their breach of any other duties, obligations, and/or terms of this Lease, to be determined at the sole discretion of Landlord, after ten (10) days written notice to Tenant of their breach of this Lease (each a "Default").

Upon a Default, Tenant shall be liable for: (a) accrued and unpaid Rent; (b) all Rent that would be due for remainder of the Term, which Rent shall automatically accelerate and become immediately due and payable without notice from Landlord (to be considered as Rent due for the premature termination of the Lease); (c) the cost to repair and/or replace all furniture (if provided), appliances, equipment, and other items belonging to Landlord at or in the Property and damaged or removed during the Term; (d) the cost incurred by Landlord to re-let the Property, less any rent received by Landlord should Landlord re-let the Property during the Term; (e) all other fees, damages, and amounts incurred and/or recoverable by Landlord under this Lease and/or at law; and (f) all expenses, attorneys' fees, and costs incurred by Landlord to recover possession of the Property and/or pursue a breach of this Lease and/or Default by Tenant. If Landlord initiates litigation against Tenant, then in addition to all other amounts Tenant owes Landlord under this Lease, Tenant shall automatically owe Landlord \$150.00 for the time and inconvenience associated with litigation against Tenant. Tenant waives and agrees that Landlord shall not be bound by any presumed limit on the recovery of attorneys' fees in any litigation initiated by Landlord and related to this Lease. Tenant shall be liable for all attorneys' fees incurred by Landlord and related to this Lease.

19. **Notices.** Any written notices required to be provided to Landlord under this Lease shall be (a) texted to Landlord at 317-525-9899 (text) or 317-414-3265 (text) or (b) emailed to Landlord at dougstpeters121@gmail.com or stevestpeters@gmail.com. Such notices shall also be simultaneously (a) hand-delivered to Landlord or (b) mailed to Landlord, via Certified Mail, Return Receipt, at 121 N 3rd Avenue, Beech Grove, IN 46107.

Any written notices required to be provided to Tenant shall be:

- (a) texted to Tenant at _____
- (b) or emailed to Tenant at _____ .com.
- (c) or emailed to Tenant at _____ .com.

Such notice may also be (a) hand-delivered to Tenant; (b) posted on the front door at the Property, or (c) mailed, via Certified Mail, Return Receipt Requested, to Tenant at the Property.

Notices shall be deemed delivered on the earlier of (a) the date the text or email was sent; (b) the date the notice was hand-delivered; (c) the date the notice was posted on the door at the Property; and (d) the date the notice

was delivered by mail as evidenced by the Certified Mail, Return Receipt.

20. Miscellaneous Terms and Conditions. Entire Agreement. This Lease, along with the Landlord Rules and Regulations, sets forth the entire agreement between the Parties with respect to the subject matter of this Lease. This Lease fully supersedes all prior negotiations, representations, and agreements, whether written or oral, between the Parties with respect to the subject matter of this Lease. This Lease may be modified only by a writing signed by the Parties. The terms and conditions of this Lease shall extend to, be binding upon and inure to the benefit of the heirs, administrators, personal representatives, executors, successors and assigns of the Parties. The Parties warrant and represent that (i) they have the legal capacity and authority to execute this Lease; (ii) they have fully informed themselves of the terms, contents, conditions, and effects of this Lease; (iii) they have relied solely and completely upon their own judgment, belief, and knowledge in executing this Lease; (iv) they have not relied upon any statement or representation of any other Party or any other Party's employee, agent, attorney, or representative in executing this Lease; (v) they have had the opportunity to seek and obtain the advice of counsel before executing this Lease; (vi) they are executing this Lease voluntarily and of their own free will; and (vii) they are not acting under duress, economic or physical, in executing this Lease. In any interpretation and/or construction of this Lease: (i) the interpretation and construction shall be performed in accordance with the laws of the State of Indiana, without regard to conflict of laws principles; (ii) all terms and conditions and all parts of this Lease shall be construed as a whole; (iii) section headings, which have been used for reference and convenience, shall not affect the meaning of any provision in this Lease; and (iv) the rule of interpretation requiring documents to be construed against the drafter shall be rejected. The Parties agree the failure of Landlord to insist upon the strict performance of this Lease or the failure of Landlord to pursue any breach shall not be deemed a waiver of any rights or remedies Landlord has against Tenant as to that breach or any subsequent breach of this Lease. The Parties: (i) agree that litigation initiated by any Party concerning this Lease shall be brought and litigated in a state court of competent jurisdiction located in Marion County, Indiana; (ii) consent to the exclusive personal jurisdiction and venue of such courts; and (iii) waive any defense of *forum non conveniens*. If any term or condition of this Lease is applied to any Party or circumstance that is adjudged to be illegal, invalid, or inoperable, that illegality, invalidity, or inoperability shall not affect the remainder of the Lease, its validity or enforceability. This Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Counterparts executed and transmitted by facsimile and/or electronic mail shall be deemed an original document with an original signature.

LANDLORD	TENANT	TENANT
Signed: _____	Signed: _____	Signed: ____na_____
By: ____ Doug St. Peters _____	Printed: _____	Printed: ____na_____
Its: General Partner	Dated: _____	Dated: _____
Dated: _____ 2/28/25 _____		