

MULLIGAN PLACE APARTMENT LEASE

The Landlord, MULLIGAN GROUP, LLC, and _____ hereinafter-named "Tenant (s)" agree that the Landlord will rent to the Tenant(s) an apartment (herein "premises") in Monroe County, Indiana, located at:

205 E. 20th Apartment # _____ in Bloomington, IN 47408.

1. **TERM.** This Lease begins _____ and ends _____. The terms of this Lease are applicable at all times, including all holidays and vacations. Let the Landlord know if the apartment will be vacant for more than seven (7) days and the approximate date the apartment will again be occupied by Tenants.

At the end of this term this lease will be terminated by both parties. No extension is allowed without prior written approval by the landlord. No holdover will be allowed. If tenant unlawfully holds over past the termination date, a daily charge of \$300.00 per day in addition to any pro-rated rent will be billed.

Tenant(s) may, but is not obligated to, sign a new Lease Agreement at the end of the initial term of the Lease Agreement by giving Landlord one hundred eighty (180) days prior written notice of Tenant's intent to renew this Lease Agreement. Failure to give written intent to renew will result in having this apartment available to be rented without prior notice. Any verbal notice to terminate this Lease Agreement will be considered invalid.

Tenant(s) Initial: _____

2. **RENTS.** Tenant(s) shall pay Rent to Landlord in advance monthly installments. The first monthly installment of \$_____ is due prior to possession. The remaining monthly installments of \$_____ are to be paid in advance, on or before the first day of each month, at the office of the Landlord. Monthly installments shall be paid in the form of one combined monthly payment. No interest shall be paid to Tenant(s) on such prepayment of rent. Where Tenant(s) shall holdover and fail to vacate the premises at the end of the lease, unless the Property Manager approves prior written notice, the Tenant(s) agrees to pay liquidated damages the sum of \$300.00 per day, or part, that Tenant(s) holds over after this Lease ends. Liquidated damages, in addition to all other amounts owing, can be assessed due to a Tenant(s) either remaining in the apartment or by leaving personal property in or about the premises.

Tenant(s) Initial: _____

3. **PAYMENT ADDRESS.** All payments and other communications from Tenant(s) hereunder shall be sent to BROWN PROPERTY MGT. 899 S. COLLEGE MALL ROAD #136, BLOOMINGTON, INDIANA, 47401. TELEPHONE (812) 361-1021 or such other place as Landlord may hereafter designate by notice in writing.

4. **SECURITY DEPOSIT.** Tenant(s) has paid \$_____ as a basic security deposit which \$_____ is non refundable per person. The remaining deposit portion will be returned within forty-five (45) days after expiration and termination of this Lease and surrender of the premises together with all keys (including all copy keys made by Tenant(s)), and parking lot tags (if furnished) to Landlord. PROVIDED that Tenant(s) has complied in all things with this Lease and PROVIDED FURTHER, that Tenant(s) shall supply Landlord at the time of checkout with STAMPED- ADDRESSED ENVELOPE identifying the person and address where the deposit (less deductions) shall be paid. AS ADDITIONAL RENTS, AT THE END OF THIS LEASE ALL COSTS TO CLEAN THE APARTMENT, PAINT WALLS, CEILINGS, DOORS AND TRIM, AND CLEAN AND/OR REPAIR CARPETS, REPAIRS OR MISSING ITEMS, SHALL BE PAID FROM THE DEPOSIT FOR SUCH MAINTENANCE, CLEANING OR DAMAGE. SUCH ITEMS ARE NOT CONSIDERED "NORMAL WEAR AND TEAR". WHERE ANY CARPET SHALL HAVE BEEN STAINED, BLEACHED, OR OTHERWISE DAMAGED BEYOND RECOVERY THROUGH NORMAL CLEANING, TENANTS SHALL PAY TO REPLACE SUCH CARPET IN THE ROOMS WHERE SUCH DAMAGED CARPET IS LOCATED. No interest shall be paid to Tenant(s) on such deposit.

Tenant(s) Initial: _____

5. LATE CHARGES / INTEREST. All sums hereunder shall be due without relief from valuation or appraisal laws and together with reasonable attorney fees to Landlord's attorney to enforce this Lease. If rents are not received by Landlord on or before the fifth day of the month, Tenant(s) shall pay a LATE FEE OF \$25.00 as of the 6th day of the month and an additional \$50.00 late fee as of the 11th of the month. In addition all legal fees, collection fees and costs and court costs shall be the responsibility of the tenant to pay for failure to pay as agreed. Failure to tender payment on time shall be considered a breach of this lease agreement. Late charges are intended to offset expenses of collection (excluding attorney fees) until all rents and any other amounts owing shall have been received by Landlord.

IN THE EVENT ANY CHECK IS RETURNED BY THE BANK 'UNPAID' FOR ANY REASON, the Tenant(s) agrees to pay the Landlord the LATE FEE of \$25.00 set out above, and in addition, Tenant(s) shall be responsible for a "BAD CHECK" SERVICE CHARGE OR FEE of the greater of \$25.00 or 5% of the amount of the check which has not been paid by Tenant's credit institution. When sharing an apartment, the total rents for such apartment must be paid in full by the due date. Under no circumstances will partial payments be accepted. The Landlord may refuse to re-submit the old check for payment and/or any replacement or subsequent check of the same account, and you must thereafter pay by cashier's check, money order or cash. All amounts remaining due but unpaid after payment of Late Fees shall thereafter accrue INTEREST at EIGHTEEN (18%) PER CENT PER ANNUM until paid. Landlord reserves the option to require the Tenants to pay rents by cashier's check, money order or cash. Where two or more Tenants share an apartment, Landlord also reserves the option to require the Tenants to pay the rent with a single check, money order or cash payment.

Tenant(s) Initial: _____

- 6. INDIVIDUAL LEASE PROVISION: It is understood and agreed that resident will be occupying the apartment unit jointly with other residents and resident shall be held liable for a pro rata share of any damages to the premises common area and its furnishings, fixtures, walls, ceilings, floors, and doors, unless the party(s) solely responsible for such damages can be reasonably ascertained.**

Tenant(s) Initial: _____

7. UTILITIES. The Tenant(s) shall arrange for connect and disconnect and shall pay for the following utilities to be supplied to the premises, to-wit: electric, TV cable, and telephone and shall indemnify and hold Landlord harmless from any such charges for these utilities. Landlord will pay the following utilities: trash pick-up, water and sewer.

8. TAXES / REPAIRS. Landlord will pay all real estate taxes assessed against the apartment and will keep structural parts, foundations, walls, floors, stairways, roof, exterior portions and mechanical, plumbing, electric and heating equipment in reasonable repair. Tenant(s) will notify Landlord immediately of any leakage, failure, non-operation, reduced efficiency, defects and breakage in structure, fixtures or equipment in Tenant's apartment. Likewise, Tenant(s) shall notify Landlord of defects (which may come to Tenant's attention) on the exterior of the premises or in any unit adjacent to Tenant's. Tenant(s) shall not order or cause any repairs, painting, wallpapering, remodeling, landscaping, plantings, or other changes to the premises without Landlord's prior written consent. If Tenant(s) shall violate such provision, Tenant(s) shall immediately pay and satisfy all costs for such repairs or changes ordered by Tenant(s) and shall pay all costs to restore the premises to their condition at commencement of this Lease.

9. USE BY TENANT(S). So long as Tenant(s) complies with this Lease and makes each payment as required, the Tenant(s) may occupy, hold and use the apartment peaceably during the term of this Lease. The Landlord and Landlord's agents may enter the apartment to exhibit it to prospective tenants, owners, lenders and housing inspectors and to make repairs. Tenant(s) agrees to maintain the premises in an orderly condition during such inspections and to be present (if requested). The Tenant(s) agree to use the apartment as a residence for only those Tenants named in this lease and for no other purpose. Neither shall Tenant(s) conduct any 'in-home' business or give any classes or lessons from the apartment. The name of each Tenant(s) shall be exhibited on or about the mailbox for the living unit/apartment. As part of the consideration of this Lease, Tenant(s) has examined and is satisfied with the premises prior to making of this Lease and accepts, occupies and assumes the property in "as-is" condition. There has been no promise to make any specific repair or improvement by Landlord unless noted in writing hereon. Notwithstanding the appearance and features of the apartment at the time this Lease was entered into, the Landlord reserves the right to modify the apartment, change, relocate or remove any facilities on or about the premises (i.e. laundry equipment, trash containers, drink machines, etc.), whether to comply with requirements of governmental housing inspection ordinances or otherwise.

Where the apartment is destroyed or damaged by fire, elements or other causes as to be unfit for occupancy during more than thirty (30) days, then this Lease may be terminated and canceled by notice in writing by either Landlord or Tenant(s)

to the other. Rents may be apportioned during any period that Tenant(s) cannot inhabit the apartment due to such casualty damage where such damage was not caused by Tenant(s). The Tenant(s) agrees to maintain the leased premises and approaches in the immediate vicinity of Tenant's apartment in a clean and safe condition. No trash shall be stored in hallways, stairwells or outside of entry doors, and trash must be placed in the appropriate containers in designated locations for pick-up. You are required to use recycling containers, if provided. Tenant(s) are responsible for all damages to the Leased Premises, inside or outside, and Landlord's other property caused by acts or by neglect of Tenant(s), members of Tenant(s) family, guests, invitees or licensees of Lessee, or person(s) in the employ or under the control of the Tenant(s). Tenant(s) will not cause the destruction, misuse, alteration, or neglect of the premises and will return the premises to Landlord upon expiration, or other termination of the Lease for whatever reason. Upon vacating the premises, Tenant(s) specifically agrees to return all surfaces free of: (i) scuff or other marks; (ii) accumulations of dirt/soil/grease; (iii) odors from cigarette, cigar and pipe smoke (or other evidence of same); (iv) holes, nails, grease, adhesive residues, burns, stains or other damage; and the premises, appliances, furniture, furnishings and fixtures will be thoroughly clean and all trash will have been removed for pick-up. Approaches shall be free of trash. Tenant(s) will surrender possession of the premises with all keys and parking lot ID tags. Tenant(s) agree to pay Landlord's costs upon failure to return the premises as agreed. Landlord's cost may include all of the following: cleaning, drywall repair, painting, professional cleaning and repairs or replacement of carpets or vinyl floors and trash removal, repair(s) to surfaces, repairs and replacements (including replacement of broken glass and damaged or missing screens), exterminating, lock change, swipe access card and parking lot tag replacement. The premises shall be returned to the same condition as when the tenancy commenced.

10. SECURITY. As a specific condition and consideration of this Lease, Tenant(s) hereby agree and acknowledges that Landlord shall not provide and shall have no duty to provide any security services to Tenant(s), Tenant(s) family or guests. Tenant(s) understand and agree that the Landlord, its employees and agents, are not responsible for and are unable to assure the security and personal safety on the premises. Tenant(s) shall look solely to the public police force for security protection. Tenant(s) agrees and acknowledges that protection against criminal action is not without the power of Landlord, and even if from time to time Landlord provides security services, those services cannot be relied upon by Tenant(s) and shall not constitute a waiver of, or in any manner modify, the Lease Agreement. Lessor shall not be liable for failure to provide adequate security services or for criminal actions by others against Tenant(s). Any person on or about Landlord's property should use all efforts for protection of persons and property and should contact West Lafayette for these purposes.

11. DAMAGES/INJURIES, INSURANCE AND INDEMNITY. As a specific condition and as part of the consideration of this Lease, Tenant(s) agrees that LANDLORD SHALL NOT BE LIABLE for damages or injury to Tenant(s) or Tenant's property or to third persons or the property of third persons, resulting from any act, neglect, occurrence or condition in or about the premises, whether such injury or damage is caused by the Landlord or any other person. Tenant(s) expressly relinquishes, waives and releases any and all such claims for personal injury or damages occurring prior to the termination of this Lease and full surrender of the premises to Landlord by Tenant(s). Further, TENANT(S) AGREES TO INDEMNIFY AND HOLD LANDLORD AND LANDLORD'S EMPLOYEES AND AGENTS HARMLESS against all claims, demands, costs and expenses, including attorney fees and related costs of defense, arising from Tenant's occupancy of the premises, or from any breach or fault of Tenant(s) in the performance of agreements pursuant to this Lease and for injuries and/or damages to the person or property of third persons resulting from negligent acts of Tenant(s) or Tenant's agents, invitees and guests on or about the property. At no time shall stairwells, roofs or basements be used as sleeping or storage areas. All personal property shall be stored as to avoid any injury or hazards of fire, fall, etc. No property shall be left after expiration or termination of the Lease. Tenants may not store furniture, personal effects or motor vehicles for others, or for past or future tenants of this apartment, without prior written consent of Landlord. Landlord shall not be liable for any loss to property of Tenant(s) (or any third person) which may be used or stored on the premises. Tenant(s) shall at all times maintain renter's insurance which protects Tenant(s) and Tenant's property in case of fire, theft or other casualty, or in the event of claims of others for injury to persons or property.

12. SUB-LEASING. TENANT(S) SHALL NOT ASSIGN THIS LEASE OR SUB-LET ANY PART OF THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD AND CO-TENANTS; and any such attempted assignment without such prior written consent shall be void and shall constitute a breach of this Lease. Sub-letting may be allowed only with the prior written consent from the Landlord and Co-Tenants remaining on the premises and execution and approval by Landlord of proper applications and references and sublease forms by all appropriate parties. Sub-Tenants shall pay a basic deposit of one month's rent to Landlord; moreover, the original deposits of all Tenants in this Lease will be held by Landlord until the lease has been in all things complied with and expires. In addition, Tenant(s) or Sub-Tenant shall pay a non-refundable SUB-LEASE APPLICATION FEE of \$60.00 with any application to sub-lease. (See also Paragraph 12A below).

13. ADDITIONAL CHARGES AND DEPOSITS: Tenant(s) will pay additional deposit or rents as Landlord may require in the following instances:

- A. No person, not otherwise named as Tenant(s) on this Lease, shall be permitted to reside on the premises for whatever reason without prior written consent of Landlord. The presence of any such non-tenants are a violation

of this Lease and may be in violation of Housing and/or Zoning Ordinances. Such persons shall be deemed to be residing on the premises if they occupy the premises during all or part of seven (7) days during the term of this Lease, either personally or by having personal clothing and effects in or stored about the premises. Where a non-Tenant(s) is found to be occupying the premises in violation of this Lease, Tenant(s) agrees to pay Landlord \$50 per each day, or part, that such non-tenant occupies the premises, together with costs (including Landlord's attorney fees) of eviction of any non-tenant. In addition, Tenants shall indemnify and hold Landlord harmless from all penalties and court costs imposed on Landlord and for attorney fees incurred by Landlord, related to over-occupancy ordinance violations by reason of Tenant(s) permitting non-tenants to occupy the premises.

B. No WATERBEDS, CLOTHES WASHERS or DRYERS, SPACE HEATERS (kerosene or electric) or WINDOW AIR CONDITIONERS shall be used in the apartment without Landlord's prior written consent. BICYCLE SCREW HOOKS/HANGERS cause structural damage to the building and shall never be installed in walls or ceilings on any part of the premises. Neither shall any sporting equipment, exercise devices, banner, yard decoration, antennae or dish, or other device of any kind be attached to the building, inside or out, or erected on the grounds in any manner, without prior written consent of Landlord. No articles shall be attached to the apartment by screws, bolts, nails, staples, adhesive, cement or other fasteners which shall damage structure or any surface or covering in any way or which shall leave a hole or a sticky residue when removed. Tenant(s) agrees to pay a minimum repair charge of \$50.00 per item where adhesives, adhesive residues, tape, grease spots from adhesive fasteners or tears in wall surfaces are found at the time of move-out.

C. No installation of devices for disabled persons or other modification, remodeling or redecoration of the premises shall be done without the Landlord's prior written approval of both work and the persons who will perform the work, and prior to commencement of any such modifications, Tenant(s) shall pay an additional deposit into an interest bearing escrow account in such amounts as will assure complete restoration and repairs to the apartment. The Tenant(s) shall be responsible for all costs of complete restoration of the apartment to its original condition in advance of expiration or termination of the Lease. Prior to required restoration, Landlord shall first approve in writing all such restoration and the persons who will perform the work. Any balance of such escrow with interest remaining after restoration shall be paid to Tenant(s).

D. Pets are allowed on the premises only if the tenant had a pet agreement on file and is paying the additional pet fee.

If any other pet is found on the premises without the agreement, Tenant(s) agrees to pay a charge of \$100.00 per day (commencing from the first previous rent due date), in the sole option of Landlord, during any month, or part, that any such pet (or evidence of such pet) is found on the premises contrary to this Lease. Such pet charge shall be paid in addition to monthly rent installments, commencing on the next rent due date following notice of assessment by Landlord but shall in no way constitute consent to such pet occupancy, which remains a breach and default hereunder. Tenant(s) shall also be charged for any extermination services by Landlord or professional exterminator. The pet shall be removed and all such charges due and payable, including Landlord's attorney fees and court costs. All approved pets shall be acknowledged by a pet addendum attached to and made part of this lease.

E. Where, due to unreasonable conduct of the Tenant(s), or of persons visiting with Tenant(s) on the premises, or in instances of damage to the apartment or furnishing, or to approaches, landscaping or any combination thereof the Tenant(s) agree to pay Landlord for consumption of utilities and/or furnishings or fixtures contained on or about the premises, Landlord may at any time make or require an additional charge or deposit against such consumption, wear, breakage, non-payment and/or non-performance of this Lease by the Tenant(s), in an additional amount not to exceed One thousand (\$1,000.00) Dollars. Any additional amount of charge/deposit shall be due and payable within ten (10) days after written demand for payment.

F. Trash is to be placed in the dumpsters provided in the rear of the buildings. Any trash bags, pizza boxes, misc. items left in the halls, stairwells, back doors, entryway, or any other place on the property will have a \$25 fine on each occasion. Repetitive offenses may lead to termination of the lease by Landlord without releasing Tenant from any financial responsibility of this lease agreement.

14. **FURNISHINGS.** Appliances, furniture, blinds and furnishings supplied with this apartment shall be used for the purpose for which provided and shall at all times remain in the apartment or living unit. All windows must be covered with appropriate draperies or curtains (not sheets, flags, cans, bottles, signs, foil or similar materials) within ten (10) days after check-in. None of such items shall be removed from the apartment (even temporarily) or at any time put out-of-doors or in

halls, basements or loaned to others. Appliances, furniture and furnishing of Landlord which become broken or damaged during this Lease shall not be repaired or discarded by Tenant(s) without prior consent of Landlord, and Landlord shall be promptly notified. In cases where the Landlord must replace lost or damaged item(s) the Tenant(s) agree to take financial responsibility for the expense.

15. BUILDING SYSTEMS. Tenant(s) shall furnish and replace all light bulbs and fluorescent tubes and starters as needed; however, nothing shall be done to the apartment which in any way changes or modifies the electrical, plumbing or heating system or controls. Landlord may direct removal of electrical devices and extension cords, which pose any hazards, in the opinion of Landlord. No extension cord(s) are to be covered by any carpet or rugs. Toilets, lavatories, sinks, tubs, showers and disposals shall not be used for any other purpose than those for which they were constructed. No foods, garbage, containers, wrappers, sanitary napkins, tampons, condoms, hair styling supplies, paper towels, diapers or cloth articles shall be disposed of in any toilet. If drains become plugged for any reason and such objects are found during repairs, the Tenant(s) shall be responsible for all such clean out and repair costs.

16. VEHICLES. Tenant's motor vehicles and bicycles shall at all times be registered with Landlord and shall display Tenant's numbered parking permits. Tenants are to park in the Resident parking spaces located between the white lines in the back of the building only. At no time shall Tenants park their vehicles in any RESERVED parking spaces. Vehicles will be tagged once with a \$25.00 fine due to the Management within 10 days of violation. On the second occasion Tenants vehicle will be towed at the owners expense. Visitors have designated parking spaces and it is the Tenants responsibility to notify their guests of the proper parking spaces. All visitors parked in Resident parking will be towed at the owners expense. Guest parking passes may be obtained in the Management Office. Limits on guest parking permits may apply. Inoperative motor vehicles or vehicles not belonging to Tenants shall not be permitted to remain on the premises and may be removed by the landlord without notice and at Tenant's expense. Landlord may disable vehicle alarm systems, which are disruptive to other Tenant(s), at Tenant's expense, and repeated alarms are a cause to require the owner to disable the alarm permanently. Repairs to motor vehicles shall not be made on the premises. Landlord may require proof (by photocopy or inspection) of automobile insurance for personal injury and property damage in an adequate amount as to any vehicle owned and/or operated by Tenant(s) on or about the premises. Motorcycles or other gasoline-fueled vehicles shall at no time be parked in entryways, halls or in any apartment. Bicycles shall not be parked as to block approaches, stairs or passageways but shall be kept in bicycle racks or the apartment.

17. DISTURBANCES/HAZARDS. The premises shall never be used in any manner that will create hazards to any person or property or which may tend to injure the reputation of the premises or of other tenants. Tenants shall not carry on, make or permit any illegal or disturbing noise, smoke, odors or activities which are illegal or which shall in any way interfere with the rights and comforts of the other tenants or occupants of this or adjacent properties or which may attract vermin. Landlord reserves the right to determine when noise or any other activities become a disturbance, and THERE IS A CHARGE OF \$25.00 (\$50.00 AFTER 11:00 P.M.) IF THE LANDLORD IS REQUIRED TO QUIET NOISE OR ACTIVITIES IN OR ABOUT THE PREMISES. No block parties are allowed which involve the premises. Halls, balconies, stairways, roofs, parking lots, etc., shall not be used as a play or entertainment area. All entertainment shall be conducted within the living unit of Tenant(s). BEER KEGS (empty or full) SHALL NOT BE USED OR KEPT ON THE PREMISES for whatever reason. Tenant(s) shall take care to prevent fire and the spillage or overflow of water. COOKING GRILLS cannot be used inside the building or in open halls or corridors or anywhere on the property. Open fires are not allowed. The use or storage of firearms, kerosene, gasoline or other flammable or explosive agents is prohibited. Tenant(s) shall be completely liable for any damage his/her negligence may cause.

18. DAMAGE TO COMMON AREAS. As a specific condition and part of the consideration of this Lease, by agreement of the Landlord and Tenant(s), the care and protection of the premises and the improvements on common use areas and approaches for intentional or reckless damage rests with all of the Tenants; moreover, in the event of such intentional or reckless damage to improvements which are located on common use areas or approaches, in absence of full restitution by any one or more individuals, all tenants occupying the building of which Tenant's unit is a part shall be ASSESSED, PER CAPITA, for the reasonable cost of repairs of such damages.

19. LOCKS/LOCKOUT. The addition, removal or change of any lock device or alarm must be carried out only with the prior approval of the Landlord. The Landlord must have keys to all locks securing the premises and reserves the right to remove, lock out or re-key any lock found not in compliance with this paragraph. THERE IS A MINIMUM CHARGE OF \$25.00 (\$50.00 after 11:00 P.M.) BY THE LANDLORD FOR THE SERVICE OF BEING ADMITTED TO YOUR APARTMENT IF YOU ARE LOCKED OUT OR HAVE LOST YOUR KEY. Tenant(s) may be referred to J & S Locksmith to provide this service, all at Tenant's cost. Such unlocking fees are due at the time of 'let in'.

20. LANDLORD REMEDIES. For whatever reason, if Tenant(s) shall vacate the premises or shall fail to perform any agreement in this Lease, including the failure to pay rents or other amounts owing under this Lease, or if Tenant(s) has given false or misleading information to Landlord in Tenant's application to lease, then and in such event and without prior notice or demand Landlord may re-enter and repossess the premises and evict all Tenants and non-tenants remaining on the property, and without prior notice, may discard, keep for Landlord's own use, sell, dispose of, or store for and at the

expense of Tenant(s), all personal property thereafter remaining on the premises at such time as Tenant(s) shall vacate or be evicted, all without liability or duty to account for such property on the part of Landlord; and although under no obligation to do so, Landlord may re-rent the premises for the remainder of the term of the Lease and Tenant(s) agrees to pay any difference between rents received and all amounts reasonably expended to re-rent (i.e. costs of cleaning, repairs and replacements, advertising, showing, utilities, and the like) plus all amounts which remain owing by Tenant(s) during the term of this Lease. All sums remaining due hereunder shall be due without relief from valuation or appraisal laws and together with reasonable attorney fees to Landlord's attorney to enforce this Lease.

21. This apartment is leased as a unit, and not for each Tenant(s) separately. In the event that one of the Tenants vacates the apartment for any reason, the remaining Tenant(s) shall be held responsible for payment of the full rent, or find a replacement, whereas all rents must continue to be kept on a current basis.

22. **NOTICES.** Any notices to be given under this Lease shall be given in person or by certified mail (with return receipt requested) to Landlord at 899 S. College Mall Road #136 or at such other addresses as may be given by either party to the other in writing by certified mail. Notice, if made by certified mail, shall be deemed given on the second weekday after the day of postmark. **TENANT(S) SHALL NOT RECEIVE OR SIGN FOR ANY CERTIFIED OR REGISTERED MAIL, SUMMONS OR OTHER DOCUMENT ADDRESSED TO LANDLORD, AND ANY FIRST CLASS MAIL ADDRESSED TO LANDLORD OR ANY PREVIOUS TENANT(S) AT THE PREMISES SHALL BE HELD BY TENANT(S), WHO SHALL NOTIFY LANDLORD BY TELEPHONE IMMEDIATELY UPON RECEIPT.**

23. **MISCELLANEOUS.** There are no additional agreements unless so stated here and initialed by the parties. Failure of Landlord to pursue any right or remedy under this Lease shall not be a relinquishment by Landlord to enforce any future default or breach by Tenant(s). Invalidity or illegality of any provision of this Lease shall not effect the other provisions, which shall remain in full force and effect. The Lease shall be subject and subordinate to the lien of any present or future mortgage which may be place on the apartment real estate from time to time by its owners. All covenants and presentations are binding upon and inure to the benefit of the heir, executors, administrators and assigns of the parties hereto.

I (We) each acknowledges receipt of a signed copy of this Lease consisting of seven (6) pages plus addendums.

Dated this ____ day of _____, 200__ at Monroe County, Indiana.

TENANTS:

(sign)

(sign)

(print)

(print)

***Parent Name/Permanent Address:**

***Parent Name/Permanent Address:**

Tel: () _____

Tel: () _____

* If applicable, Parent Guarantee shall become part of this lease agreement.

LANDLORD:

MULLIGAN GROUP, LLC

By: _____, Management