

Haley Estates Tenant-Landlord Agreement

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Address of Rental

Kendallville, IN 46755

Rent

No rent increases for minimum one (1) year. All rents are due monthly by the 1st of the month. Postmark determines timeliness of rent payment. An additional \$10 late fee is assessed if rent is not received in our office by the 1st of the month. If the rent is not paid in full within 7 days of the due date, an additional \$1.00 per day for each additional day will be charged. If monthly rent and all late fees are not paid by the 15th of the month, it shall constitute an election by the tenant to vacate the premises at this time. Upon this election to vacate, the tenant shall forfeit the deposit and remain liable for all rents and fees due. Returned checks for any reason will be charged a \$30.00 service fee. All rents due and payable at the address of the owner or his agent (checks/money orders) to:

Troyer Management, 1510 W. Ludwig Rd., Fort Wayne, IN 46825
(260) 489-2810 (8:00 a.m.–5:00 p.m. Monday–Friday) or 260/3180926 (after 5:00 p.m. or on weekends)

Partial Rent

The acceptance by the owner or his agent of partial payment of rent due shall not, under any circumstances, constitute a waiver of any right of owner at law under this agreement, nor affect any notice or legal proceedings given or commenced. Tenant shall be liable for all attorney and legal fees for any suit of repossession, collection of rents and/or collection of damages on property.

Deposit

Tenant agrees to deposit the sum of \$_____ to guarantee clean, undamaged return of rental when moving, return of all keys in their possession and guarantee of **minimum tenancy of one year**. Deposit sum shall not be applied as rent. **Tenant required to give 30 days notice** of moving before vacating property.

Utilities

Electric, gas, water & sewer utilities, phone, and cable television shall be furnished by the tenant. Lawn maintenance and trash service shall be furnished by the owner.

Keys

Tenant will be liable for rent until keys are returned to the address of the landlord. Any lockouts or lost keys will be charged \$20.00.

Pets

No pets are allowed without consent of landlord or his agent.

Tenant Responsibilities

Tenant agrees to use property, including equipment and personal property of owner used by tenant, in a careful and proper manner, ordinary wear and tear excepted. Failure to do so makes tenant liable for all damages. Tenant shall give prompt notice of any defects and/or maintenance items requiring attention. Tenant is responsible for cleaning of appliances, carpet and entire dwelling. Upon termination of lease terms, tenant shall have premises thoroughly cleaned to condition prior to leasing or shall be liable for owner to have same done. No painting, decorating, remodeling, changing of locks, installing television antennae, or driving nails, tacks, or screws into the walls or woodwork will be permitted without owner's consent. **Use finish nails only for hanging pictures, decorations, etc.** Tenant is responsible for any damages to vinyl siding due to outdoor grills, etc, and damages to screens or windows.

Additional Persons

No additional persons shall occupy premises without prior consent of owner.

Subletting

No subletting or assigning without prior consent of owner.

Businesses

No businesses to be conducted from the premises without prior consent of owner.

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(260) 489-2810 Phone | (260) 489-6162 Fax | haleyestates.com | management@haleyestates.com

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Renter's Insurance

Tenants are **not required but highly recommended** to obtain renter's insurance to cover personal belongings and possessions. Troyer Management's insurance only covers the building, not the contents of the building.

Tenant Forfeiture

If tenant leaves said premises unoccupied at any time while rent is due and unpaid, owner or his agent may, if so desired, take immediate possession thereof and exclude tenants therefrom, remove and store at the expense of said tenant all property found contained therein, and after 30 days tenant shall forfeit all claims to said property unless otherwise agreed between the owner and the tenant. The owner or his agent may appraise and sell without notice the above mentioned property and apply net proceeds from such sale to the amount due the owner for rent including damages to the premises.

Tenant Liabilities

Tenant shall be liable for reasonable attorney fees required to enforce lease obligation. The tenant signing this agreement warrants and agrees that he or she has the authority to sign for all other tenants concerned in this agreement.

Owner Rights and Liabilities

Owner reserves the right to enter the premises at reasonable hours to maintain safety, protect property and/or for improvements or maintenance items and to show apartment to potential renter(s) upon vacation notice by current tenant. Advance notice will be given tenant if at all possible. Owner shall not be liable for damages or losses resulting from acts of tenants and/or guests, or for tenants' personal belongings.

Eviction

Disturbing other tenants shall be reason for eviction. If tenant is evicted by notice to vacate by owner or his agent because of nonpayment of rent or because of a violation of this agreement, the above mentioned security deposit shall be forfeited.

Additional Remarks and/or Conditions

I/We the undersigned, have read this agreement and additional remarks, and answered the above questions to the best of my/our ability, and affirm my/our answers are correct, and here by the conditions set forth herein and to be bound thereby.

Tenant #1 Signature

Tenant #2 Signature

Cosigner Signature (if required)

Owner Signature

Start lease date

Signing date

Apartment owned by **Watercrest, Inc.**

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