

MONTH TO MONTH ROOM LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between **TANNER RENTALS LLC** ("Landlord") and _____

("Tenant") on _____, 20____. Landlord and Tenant may collectively be referred to as the "Parties."

WITNESSETH:

That in consideration of the mutual agreements herein contained, Landlord and Tenant hereby agree and covenant to and with each other as follows:

1. Leased Premises; Term of Lease; etc.

1.1 Leased Premises. Landlord leases to Tenant, and Tenant rents from Landlord, the room located in the residence at: _____ South Bend, IN 466____ Room # _____ (the "Room") and shared use of the following common areas within the residence: Kitchen, Bathroom, Laundry facilities, Living Room (the "Common Areas") (collectively, the "Premises") to Tenant.

**1.2 Original Term. THIS LEASE SHALL BE MONTH TO MONTH AND IS CANCEL-
ABLE BY LANDLORD OR TENANT FOR ANY OR NO REASON. PAYMENT
FOR FINAL MONTH IS DUE IN FULL EVEN IF TENANT MOVES OUT EARLY. IF
LEASE IS CANCELED AND TENANT STAYS PAST END OF MONTH OR
PAYMENT NOT MADE FOR RENT, THE CHARGE IS \$35 PER DAY.**

1.3 Use of Premises. Tenant shall use the Premises as a residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

2. Rent Payments; Late Fees.

2.1 Rent. Tenant shall pay to Tenant during the Lease Term as rent for the Premises the amount of \$_____ ("Rent") each month in advance and is NON-REFUNDABLE should tenant leave before end of month or if lease is terminated due to violation.

2.2 Manner of Payment. The Rent, and all other sums payable by Tenant to Landlord under this Lease, shall be payable in lawful money of the United States of America and shall be paid to Landlord at the Premises or such other place as designated by the Landlord.

2.3 Late Fees. Rent is due by the 4th and is subject to a late fee of \$35.00 at that time. A \$35.00/day penalty will apply. Tenant agrees to pay the charge of \$50 for each check provided by Tenant to Landlord that is returned to Landlord for lack of sufficient funds on top of any late fee that is due.

3.1 Refundable Security Deposit. On execution of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$200.00 (the "Deposit"), as security for the performance of Tenant's obligations under this Lease. Landlord may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Tenant under this Lease, or to compensate Landlord for any damage as it incurs as a result of Tenant's failure to perform any of Tenant's obligations hereunder. Landlord is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. **IF TENANT BREACHES ANY TERMS OR CONDITIONS OF LEASE, TENANT SHALL FORFEIT DEPOSIT.**

3.2 Return of Deposit. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Deposit shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the Premises to Landlord.

4.1 Event of Default. If Tenant defaults in fulfilling any of the covenants of this Lease including excessive noise, excessive consumption of alcohol, not keeping COMMON areas clean, smoking in the house, not cleanup up after self especially in kitchen, or behaving in a uncivil manor to landlord or tenants, then Tenant shall be in default of this Lease. Then, in any one or more of such events, subject to any statute, ordinance or law to the contrary, and upon Landlord serving a written 10 days notice upon Tenant specifying the nature of said default and upon the expiration of said 10 days, if Tenant does not cure a default of which he has been notified, or if the default cannot be completely cured or remedied in seven days, the security deposit shall be forfeited, and declare Tenant in default and terminate the Lease. The Landlord may file item with credit bureau upon default.

4.2 Physical Remedies. If the notice provided for in Section 4.1 has been given, and the term shall expire as noted, or if Tenant shall make default in the payment of Rent, then Landlord may without notice, as permitted by law, re-enter the Premises either by force or otherwise, dispossess Tenant by summary proceedings or otherwise, and retake possession of the Premises. Tenant hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end.

4.3 Financial Remedies. In the event of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration, together with such expenses Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Premises in good order; (ii) Landlord may re-let the Premises; and/or (iii) Tenant shall also pay Landlord liquidated damages for his failure to observe and perform the covenants in this Lease. Landlord may, at his sole option, hold Tenant liable for any difference between the Rent payable under this Lease during the balance of the Lease Term, and any rent paid by a successive Tenant if the Premises are re-let. In the event that after default by Tenant Landlord is unable to re-let the Premises during any remaining term of this Lease, Landlord may at his option hold Tenant liable for the balance of the unpaid Rent under the Lease for the remainder of the Lease Term.

5. Assignment and Subletting. Tenant expressly covenants that it shall not assign or sublease any interest in this Lease without prior written consent of the Landlord. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease. No assignment, under-letting, occupancy or collection shall be deemed a waiver of the provisions of this Lease, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant in this Lease.

6. Utilities and Services. Landlord will be responsible for the following home utilities: electric, Gas, Water, Sewage, Trash, local telephone service (not including long distance), high speed internet service. (the "Utilities"). Any other utilities or services are the sole responsibility of Tenant.

Pets. Tenant is not permitted to keep any pets on the Premises.

7. Illegal Drugs and Dangerous Materials. Tenant shall not keep or have on or around the Premises any illegal drug or item or item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

9. Alterations and Improvements. Tenant agrees not to make any improvements or alterations to the Premises without the prior written consent of Landlord.

10. Maintenance, Inspection, Repair and Damage. Tenant will keep and maintain the Room in good, clean and sanitary condition during the term of this Lease and any renewal thereof and the Landlord has right to inspect room at any time. Tenant agrees that the Room will not be painted without the prior written consent of Landlord. Landlord will have the right to enter the Room for the purpose of inspecting the Room and for the purposes of making any repairs or alterations as may be deemed appropriate by Landlord for the preservation of the Room or the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all locks and permitting entry.

11. Damage to Premises. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued here-under. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date.

12. Abandonment. If at any time during the term of this Lease, Tenant abandons the Premises, Landlord may at his option obtain possession of the Premises by any legal means without liability to Tenant and may, at Landlord's option, terminate the Lease. Abandonment is defined as absence of the Tenant from the Premises for at least 15 consecutive days without notice to Landlord. If Tenant abandons the Premises while the Rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of Tenant's personal property, that Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

13. Insurance. Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

14. Miscellaneous Provisions.

14.1 No Other Representations. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that they are expressly set forth in this Lease. It is understood and agreed that all understandings and agreements heretofore had between the parties are merged into this Lease, which alone fully and completely expresses their agreements.

14.2 Construction and Severability. If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable for any reason, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

14.3 Governing Law. This Lease shall be governed in all respects by, and construed in accordance, with the laws of the State of Indiana.

14.4 Binding Effect. The covenants and conditions contained in the Lease shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

14.5 Entire Agreement. This Lease contains all of the understandings relating to the leasing of the Premises and the Landlord's obligations in connection therewith and neither the Landlord nor any agent or representative of the Landlord has made or is making, and the Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Lease. All understandings and agreements, if any, heretofore had between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

14.6 No Waiver. The failure of either party to insist in any instance upon the strict keeping, observance or performance of any provision of this Lease or to exercise any election in this Lease shall not be construed as a waiver or relinquishment for the future of such provision, but the same shall continue and remain in full force and effect. No waiver or modification by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the party to be charged. The receipt and retention by the Landlord of Rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach.

14.7 Cumulative Rights. Landlord's and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

14.8 Indemnification. To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any and all liability for loss, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant's use and occupation of the Premises, or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent, except Landlord's act or negligence.

14.9 Legal Fees. In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party's reasonable attorneys fees and costs in addition, to all other awarded relief.

14.10 Keys. Tenant will be given a key to the Premises, and room door. Tenant shall be charged \$25.00 per key and \$25 for opening of door if keys locked in room.

Important Provisions 1) Tenant should not have guests between 9pm and 9am nor more than one guest at a time. Video surveillance of door and common area may be used to verify compliance. 2) Tenant should clean up after themselves in all common areas right away but especially dishes/pans after use and refrigerator and take turns at trash/sweeping. 3) Tenants should get along with other tenants and landlord/management and never intimidate others. In the event these rules are not followed management will exercise right not to renew month to month lease to insure and maintain the peace and harmony of the house.

PARKING. Tenant shall be entitled to use 1 parking space for the parking of motor vehicles. The parking space will be used exclusively for the parking of passenger vehicles and is not to be used for painting or servicing of vehicles. Tenant's vehicle will occupy the parking space entirely at the risk of Tenant. If Tenant shall dispose of his vehicle or not require parking accommodation for any other reason, Tenant shall not assign or sublet the parking space unless expressly granted prior permission by Landlord.

ADDITIONAL PROVISIONS. There shall be no space heaters without special permission. Tenant provided air conditioners can be accommodated for additional \$25/month for electric and must not be left on continuously. Tenant shall make sure that the common areas are kept clean.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

LANDLORD: Tanner Rentals LLC 817 S. Walnut St. South Bend IN 46619 www.ite-michiana.com/rent
Cell: 574-387-3681 email: mikewood.ite@gmail.com

Michael D. Wood – President

TENANT _____

LANDLORD _____

Name Printed _____

House Rules read and accepted by tenant initials _____