

RESIDENTIAL LEASE

1 This Lease is entered into by _____
2 ("Landlord") and _____ ("Tenant")
3 on (Date) _____. Landlord and Tenant, in consideration of the mutual promises and
4 covenants contained herein, now agree as follows:

5
6 1. **Leased Premises.** The leased premises ("Property") is described as follows:
7 _____.

8
9 2. **Term.** The term of this Lease shall begin on _____ at _____ o'clock a.m. p.m.
10 and shall end on _____ at _____ o'clock a.m. p.m.

11
12 3. **Utilities.** Tenant agrees to pay for all utilities connected to the Property such as sewer, cable television, telephone,
13 water, steam, gas or electricity.

14
15 4. **Rent.** Tenant shall pay Landlord the sum of _____
16 Dollars (\$ _____) per year, payable monthly in advance, on the _____ day of each month as
17 rent for the Property. Tenant agrees to pay said rent to Landlord at: _____.

18
19 If payment of _____ is not received within _____ days of due date, a late fee of _____ %
20 of monthly payment will be charged. All tenants, if more than one, shall be jointly and severally liable for the full
21 amount of all payments due under this Agreement.

22
23 5. **Deposit.** On the date of execution of this Lease, the Tenant shall pay the Landlord a damage deposit in the
24 amount of _____ Dollars
25 (\$ _____). Pursuant to Indiana law (IC 32-31-3-12), upon termination of this
26 Agreement, Landlord shall return to the Tenant the security deposit minus any amount applied to: 1) the payment
27 of accrued rent; 2) the amount of damages that the Landlord has suffered or will reasonably suffer by reason of
28 the Tenant's noncompliance with law or this Agreement; and 3) unpaid utility or sewer charges that the Tenant is
29 obligated to pay under this Agreement; all as itemized by the Landlord with the amount due in a written notice that
30 is delivered to the Tenant no more than forty-five (45) days after termination of this Agreement and delivery of
31 possession. The Landlord is not liable under this provision until the Tenant supplies the Landlord in writing with a
32 mailing address to which to deliver the notice and amount prescribed by this provision.

33
34 6. **Use/Tenant Obligations.** The Property shall be used for residential purposes only for Tenant and Tenant's
35 immediate family. During the lease term, as a condition of Tenant's continuing right to use and occupy the
36 Property, and pursuant to Indiana Law (IC 32-31-7), Tenant agrees as follows: 1) comply with all obligations
37 imposed primarily on a Tenant by applicable provisions of health and housing codes; 2) keep the Property
38 reasonably clean; 3) use all the Property's appliances and systems in a reasonable manner; 4) refrain from
39 defacing, damaging, destroying, impairing, or removing any part of the Property; and 5) comply with all reasonable
40 rule and regulations in existence at the time this Agreement is entered into and any amended during the term of
41 this Agreement.

42
43 7. **Pets.** Pets are NOT permitted in or about the Property unless specifically authorized by Landlord in writing.

44
45 8. **Assignment.** Tenant agrees that this Lease may not be assigned or sub-leased to any person or legal entity
46 without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission
47 shall in no way relieve Tenant of Tenant's liability under this Agreement.

48
49 9. **Liability.** Tenant agrees that the Landlord shall not be responsible to the Tenant, or any members of the Tenant's
50 family, for any injury or damage to any person or property that may occur on or about the Property during the term
51 of this Lease.

(Property Address)

- 52 10. **Landlord's Right to Enter.** Landlord may enter the Property occupied by the Tenant, at reasonable times with at
53 least 12 hours advance notice, to inspect the Premises, make repairs, show the Property to prospective tenants
54 or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon
55 consent of the Tenant, when a health or safety emergency exists, or if Tenant is absent and Landlord believes
56 entry is necessary to protect the Property or the building in which they are located from damage.
57
- 58 11. **Termination.** This agreement is only for the stated term and is NOT automatically renewable. Landlord and
59 Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.
60
- 61 12. **Vacation of Property/Forwarding Address.** Tenant agrees and promises to vacate the Property at the end of the
62 term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's forwarding
63 address to the Landlord.
64
- 65 13. **Abandonment.** If Tenant unjustifiably removes from the Property before the last day of the rental term, Tenant
66 shall be liable for all rent due under this Agreement through the last day of the term, plus damages incurred by
67 Landlord, and less any net rent received by Landlord in re-renting the Property. Landlord may deem that Tenant
68 has abandoned the property and proceed to re-rent the property if: (1) Tenant fails to pay or fails to offer to pay
69 rent due under this rental agreement; **and** (2) Landlord reasonably concludes, under the circumstances, that the
70 Tenant has surrendered possession of the property. (IC 32-31-5-6(b)). If Tenant leaves personal property behind,
71 Landlord shall have the right to dispose of the property as provided by law or per any written agreement between
72 the Landlord and the Tenant.
73
- 74 14. **Sale of Property.** Upon voluntary or involuntary transfer of ownership of the Property, Landlord's obligations under
75 this Agreement are expressly released by Tenant. The new owner of the Property shall be solely responsible for
76 the Landlord's obligations under this Agreement.
77
- 78 15. **Lead-Based Paint.** If this housing was built before 1978, Tenant: has has not n/a received a copy of the
79 Lead-Based Paint Certification & Acknowledgment.
80
- 81 16. **Smoke Detectors.** Indiana law (IC 22-11-18-3.5) requires that the Landlord 1) install a required smoke detector;
82 and 2) replace or repair a required smoke detector, within seven (7) working days after the owner, manager, or
83 rental agent is given written notification of the need to replace or repair. At the time Landlord delivers the Property
84 to Tenant, Landlord shall require Tenant to acknowledge in writing that the Property is equipped with a functional
85 smoke detector (IC 32-31-5-7). Indiana law (IC 32-31-7-5(6)) requires the Tenant to ensure that each smoke
86 detector remains functional and is not disabled. Tenant shall replace batteries in any smoke detector(s) as
87 necessary or, if smoke detector is hard wired into the Property's electrical system and is not functional, Tenant
88 must provide notice to Landlord.
89
- 90 17. **Meth Lab.** The Indiana State Police has created a registry of known meth contaminated properties which can be
91 found at www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying
92 this information.
93
- 94 18. **Sex Offender.** The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public
95 about the identity, location and appearance of sex offenders residing within Indiana. Owner, manager or rental
96 agent, is not responsible for providing or verifying this information.
97
- 98 19. **Agency Disclosure.** Tenant understands that any property manager, rental agent or employees thereof are
99 representing the Landlord.
100
- 101 20. **Modification.** Landlord and Tenant agree that this Lease may not be modified unless there is a written consent to
102 do so executed by Landlord and Tenant.
103

(Property Address)

Page 2 of 3 (Residential Lease)

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104 **21. Special Conditions:** _____
105 _____
106 _____
107 _____
108 _____
109 _____
110 _____
111 _____
112 _____
113 _____

114 **Any failure by Tenant to comply with the rules and obligations herein is a breach of this Agreement.**

115
116 This Lease/contract together with any and all subsequent forms, amendments and addenda may be executed
117 simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall
118 constitute one and the same instrument. The parties agree that this Lease, together with any and all subsequent forms,
119 amendments and addenda may be transmitted between them electronically or digitally. The parties intend that
120 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
121 documents shall be promptly delivered, if requested.
122
123
124

125 _____
LANDLORD'S SIGNATURE DATE LANDLORD'S SIGNATURE DATE

126
127 _____
128 PRINTED PRINTED

129
130 _____
131 TENANT'S SIGNATURE DATE TENANT'S SIGNATURE DATE

132
133 _____
134 PRINTED PRINTED

135
136 _____
137 LISTING BROKER OR COMPANY LEASING BROKER OR COMPANY

138
139 _____
140 LISTING AGENT LEASING AGENT



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