



SUMMARY OF LEASE AGREEMENT

LEASE OVERVIEW

Date Lease Signed:
Address of Leased Premises:
Maximum Occupancy:
Lease Term:

UTILITIES

| | |
|--------------|-------------------|
| Electric: | Included in lease |
| Water/Sewer: | Included in lease |
| Trash: | Included in lease |
| Cable: | Included in lease |

SUMMARY OF CHARGES

| | |
|-------------------------------|-----------|
| Security Deposit: | \$700.00 |
| Monthly Installment: | \$700.00 |
| Total Rent for Term of Lease: | \$8400.00 |

Total Number of Installments: 12
First Installment Date Due:
Last Installment Date Due:

NOTES

The Lease governs any discrepancies between this summary and the Lease. This summary is compiled for the Resident's convenience.

Acknowledged



LEASE AGREEMENT

New Heart Church of Spencer, Indiana, Inc.
65 S. Main St.
Spencer, IN 47460
(812) 828-7348
info@mynewheart.org

Lease Start Date:
Lease End Date:
Security Deposit:
Monthly Installment:
Total Rent for Term of Lease:

1. **PARTIES:** This Lease is made this MM/DD/YYYY between New Heart Church of Spencer, Indiana, Inc. ("New Heart") and:

Name

Email Address

("Resident"). Persons living in the Premises for more than three (3) consecutive days must sign this Lease as Residents. **Residents are jointly and severally liable** for all terms of this Lease.

2. **ADDRESS OF PROPERTY:** New Heart rents the following property ("Premises") to Resident for the term of this Lease: **ADDRESS.**

3. **LEASE TERM:** The term of this Lease begins at the time of the move-in inspection on MM/DD/YYYY and ends at 12:00 p.m. (noon) on MM/DD/YYYY.

NO option to renew this Lease is provided by this document. A separate agreement must be reached in order to renew or extend this lease. New Heart is unable to allow early move-ins into the Premises due to time constraints associated with preparing the properties for residency and conducting inspections in compliance with City of Spencer ordinances.

4. **RENTS:**

(a) **RENT:** The rent for the term of this Lease is **EIGHT THOUSAND, FOUR HUNDRED DOLLARS AND NO CENTS (\$8,400.00)**, plus all other fees and charges incurred by Resident under the terms of the Lease Agreement.

(b) **INSTALLMENTS:** Rent is to be paid in advance in minimum monthly installments of **SEVEN HUNDRED DOLLARS AND NO CENTS (\$700.00)**, without deduction or demand and must be received by New Heart by the first day of each month.

The first rent installment in the amount of **SEVEN HUNDRED DOLLARS AND NO CENTS (\$700.00)** is due by **MM/DD/YYYY**.

The last rent installment in the amount of **SEVEN HUNDRED DOLLARS AND NO CENTS (\$700.00)** is due by **MM/DD/YYYY**.

Residents are jointly/severally liable for the total rent obligation of this Lease. This is a **50** week lease. The payments are divided into 12 equal installments. No proration is provided as the division by 12 has already accounted for the length of the lease.

(c) PAYMENT TYPE: Cash will not be accepted. Upon request, New Heart will provide a resident ledger itemizing all rent payment history at no cost to Residents; however, there is a surcharge for ledger research and analysis, as specified in the current Rules and Regulations.

(d) HOLDOVER RENTS: Holdover tenancy constitutes a breach of this lease. Resident must remove all personal belongings from the Premises before Resident is considered to have vacated the Premises. In the event Resident remains in the Premises after the expiration of the term or any renewal thereof without having executed a new written lease, such holding over will not constitute a renewal or extension of this Lease. Failure to vacate the Premises by the expiration of the lease term will result in a holdover charge of \$300 per day, in addition to consequential damages and expenses caused by the holdover, such as hotel and moving expenses of future tenants, the increased cost of turnover work and could include the entire next term's rental income (and other damages) if such holdover caused a breach of contract of the future tenant's lease.

5. **SECURITY DEPOSIT:** Resident will pay a Security Deposit at the Lease signing which New Heart will hold until the Lease is terminated. **RESIDENT MAY NOT APPLY THE SECURITY DEPOSIT TO RENT PAYMENTS.**

The balance of the Security Deposit remaining after deduction of applicable charges will be returned to Resident as provided by Indiana law (currently post-marked within 45 days if Resident provides a forwarding address and proof of payment of sewer and water charges, (where required) after the end of this Lease. If the Security Deposit is inadequate to cover the deductions, Resident is obligated to pay New Heart the amount by which the charges exceed the deposit. Resident waives any claims for return of the balance of the Security Deposit if Resident does not raise those claims within six (6) months after receipt of Security Deposit or itemized list of damages. Depositing Security Deposit balance check constitutes acceptance of amount of Security Deposit balance returned and Resident waives any claims for return of the balance of the Security Deposit if Resident deposits Security Deposit check. If Resident fails to deposit check within one (1) year of the date of issuance, Resident waives any claims for the refunded amount of the Security Deposit check.

Resident and New Heart agree that if this Lease is renewed or extended that the Security Deposit will not be returned until the appropriate time following the expiration of such renewal or extension, unless an additional Security Deposit for the renewal or extension has been paid by Resident to New Heart.

The Security Deposit will be returned to: _____, as the Residents' designated agent to receive the Security Deposit, at the permanent address

specified with Resident's signature below, or at _____

unless New Heart is notified in writing of a different address. Payment of the Security Deposit to any Resident or their designee hereunder shall serve to satisfy New Heart's obligation to return the Security Deposit, and notice to one Resident of application of the Security Deposit to damages along with an itemized list of damages shall serve as notice to all Residents of this Lease.

6. **Delinquent RENT PAYMENTS, LATE FEES, BAD CHECKS:** Time is of the essence of this Lease. New Heart's ability to provide service to Resident rests in large part on receiving monthly rental income promptly. If Resident's monthly rent installment is not received on or before the close of business on the date due, a late fee of Fifteen Dollars (\$15.00) will be imposed. An additional late charge of Two Dollars (\$2.00) per day will be imposed for each day the rent remains unpaid. A returned check is considered nonpayment of rent. Partial payment of rent is considered non-payment of rent. A returned check must be replaced with a cashier's check or money order. New Heart reserves the right to require a different form of payment after a check has been returned. There will be a Thirty Dollar (\$30.00) charge for a returned check in addition to the late fees. If Resident's check is returned unpaid and remains unpaid after due notice, Resident may be liable to New Heart for three (3) times the amount of the unpaid check and reasonable attorneys' fees (as provided by Indiana law). Charges for fees or fines to Resident's account balance are due and payable within 30 (thirty) days of the charge. Any charges not paid within 30 days will be subject to late fees. All payments made by Resident shall be applied to the outstanding charges (including charges for rental installments, utilities, parking, late fees, and/or any other charges assessed under the terms of this Lease) according to the date of accrual, with the oldest outstanding charges paid first.

7. **NEW HEART'S REMEDIES UPON RESIDENT'S DEFAULT:** If Resident fails to pay any amount required under this Lease when due, or if Resident breaches any other provision of this Lease, then Resident will be in Default. Default of this lease is a default of all leases that Resident has with New Heart. Default will be deemed to be anticipatory repudiation of any leases not yet commenced.

(a) **Suspension of Telephone, Television or Internet service(s) provided by New Heart.** If Resident is in Default, New Heart may immediately suspend telephone, television or Internet service per their discretion until payment is received in full.

(b) **Notice to Quit.** New Heart shall not be required to send Resident a Notice to Quit the Premises prior to instituting eviction proceedings upon Resident's Default.

(c) **Repossession or Eviction.** If Resident is in Default, New Heart may immediately institute eviction proceedings and/or take possession of the Premises. New Heart will take appropriate steps to re-rent the Premises as soon as practicable in an effort to mitigate damages. If eviction proceedings are filed, New Heart will charge an additional fee to Resident in the amount of the court filing fees, in addition to all other amounts owed by Resident.

(d) **Resident's Continued Liability for Damages.** If New Heart obtains possession of the Premises after Default, the Resident's liability for damages under this Lease will survive. This liability includes the amount of rent that would have been paid for the remainder of the Lease term, together late fees, utilities and expenses of the Premises while vacant, the cost of

re-renting the Premises, court costs, and reasonable attorneys' fees, less sums New Heart receives by re-renting the apartment. These amounts are immediately due and payable.

8. **UTILITIES:** New Heart agrees to furnish the following utilities for the Premises:

1. Electricity
2. Water and Sewer
3. Cable
4. Trash service.

Resident agrees to use the utilities in a reasonable manner so as not to commit waste. New Heart shall not be liable for any interruption or failure of utility services required to be furnished by New Heart or any damages directly or approximately caused thereby. The only obligation of New Heart is being reasonably diligent in New Heart's efforts to restore such services.

(a) Modification of the Method by which Utilities are Furnished. New Heart may modify the method by which utilities are furnished to the Premises and/or billed to Resident during the term of this Lease including, but not limited to metering of the Premises for certain utility services or billing Resident for utilities previously included within the rent. In the event New Heart chooses to so modify utility service to the Premises, New Heart shall give Resident not less than thirty (30) days prior written notice of such modification. Except for utilities provided by the New Heart, Resident agrees that all utilities and services paid for by Resident will be in Resident's name. New

Heart is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers.

(b) Utility Caps. All utilities costs (electric, water, sewer, cable, trash) will be covered up to **THREE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$325)** per month.

The total utilities costs that will be covered for the term of the Lease is **THREE THOUSAND, NINE HUNDRED DOLLARS AND ZERO CENTS. (\$3,900.00)**. If this amount is exceeded by Resident, New Heart will subtract the overage from the security deposit. The Resident will be billed for any further overages not covered by the security deposit. Utility caps will be reviewed annually and may increase or decrease at New Heart's discretion.

(c) HVAC Equipment. The Premises are provided with individual heating/air conditioning units that utilize electricity and/or gas and are controlled by the Resident. Resident hereby acknowledges that he/she shall be responsible for using the equipment according to manufacturer's instructions. New Heart reserves the right to install a thermostat that can be controlled by New Heart if Resident misuses the heating/air conditioning unit with extreme temperatures.

(d) Minimum Temperature. Resident agrees that in order to avoid damage to the plumbing, fixtures, or other property, from the effects of cold temperatures, **Resident shall maintain a minimum interior temperature of sixty (60) degrees Fahrenheit.**

Turning temperature off during periods of absence is **prohibited**. Damage resulting from such action will be charged to the Resident.

9. **USE OF PROPERTY:** Resident will personally use and occupy the Premises solely as a private dwelling for those people indicated on this Lease. Resident will not use the Premises and/or common areas for any commercial purpose. The number of occupants of the Premises will not exceed the number of Residents signing this Lease. The failure of any person occupying the Premises to sign this Lease is deemed a breach of the Lease by those who have signed.

The Premises will be used in such a manner as to comply with all local, state and federal laws, regulations and ordinances. Resident agrees not to use the Premises or permit the Premises to be used for any disorderly or unlawful purpose or in any manner offensive to any other occupant of the building or to any neighbors. It is agreed that Resident's perpetration of a sex crime or felony during the term of this lease, even if unrelated to the Premises, constitutes a breach of this lease.

Motorized vehicles of any kind are not permitted in the Premises and/or common areas except in designated parking areas. Resident may not possess or store combustible fuels, firecrackers, firearms or deadly weapons at the Premises and/or common areas. Bicycles, in-line skates, scooters, and skateboards may not be ridden in the Premises and/or common areas. Fresh (cut or balled root) Christmas Trees and water beds are not permitted in the Premises. Resident shall defend, indemnify and save harmless New Heart from and against any claim, liability or judgment, including attorney fees and defense costs for any loss arising out of the storage or use of any such unwanted items on the Premises.

11. **ALTERATIONS AND MAINTENANCE OF PREMISES:** Resident will not cause or permit any alterations to the Premises without first obtaining the written consent of New Heart. All approved alterations will be made in accordance with applicable laws and will become New Heart's property.

Resident may use only small finishing nails in the walls of the Premises for hanging pictures or posters. Resident will use reasonable care in hanging pictures or posters. Resident may not drive or attach spikes, hooks, screws, bolts, stick-on hooks, or the like to woodwork, walls or ceilings to hang curtain rods, drapery fixtures, mirrors, television shelves or for any other purpose. Only New Heart may make these installations. Tape is expressly prohibited. Resident will be charged for damage due to violations of this provision. New Heart will maintain the following in the same condition as at the commencement of this Lease:

- (a) The exterior and structural walls (excluding siding, doors and glass), structural floors (excluding floor coverings), foundations, roofs, gutters, and exterior down spouts of the Premises.
- (b) Areas appurtenant (if any) to the Premises including, without limitations, lobbies, driveways, parking areas, and canopies.
- (c) Water, sewage, gas and electrical lines from the public mains up to the point of entry to the Premises.

Resident will maintain the Premises in the same condition as received. Resident is specifically instructed not to improperly dispose solid matter in garbage disposals, drains, or toilets that clogs the pipes. This includes feminine hygiene products. Resident will be responsible for **plumbing charges for clogs as specified in the current Rules & Regulations.**

Resident must notify New Heart immediately of water leaks, damage, any defect or uninhabitable condition. Notice is to be given to New Heart at the church either in person, in writing or by calling (812) 821-0565. Emergency notices for heat, water, electricity, and life threatening situations should be given by calling (812) 821-0565. New Heart's maintenance technicians are not equipped to record defects or to schedule their repair. Resident must notify New Heart at the church and not the maintenance technicians. New Heart will schedule appropriate repairs upon receiving notice. Resident may not order an outside service or repair without New Heart's prior approval. Any expense borne by Resident, unless authorized by New Heart in writing, will be paid by Resident.

11. **DAMAGES TO PREMISES:** Damage caused by Resident, Resident's invitees, or other persons on or near the Premises as a result of Resident's occupancy shall be repaired by New Heart at Resident's expense. Resident will pay for repairs within ten (10) days of receiving notice of the charge for repairs. The charges for repairs shall include New Heart's overhead and profit percentage in addition to the charges for time and materials. Residents are also responsible for any consequential damages caused by their action or the actions of their guests, such as damages which prevent other residents in the building from occupying the premises or damages which prevent future residents from occupying the premises. For example, if damages are so extensive that New Heart is unable to repair the premises before the commencement of the next resident's lease, Resident will be responsible for damages as if Resident had held over, including \$300 per day plus other consequential damages.

12. **NEW HEART'S NONLIABILITY:** New Heart will not be liable for damages to person or property sustained by the Resident, Resident's invitees, or other persons while on or about the Premises, buildings or grounds as a result of Resident's occupancy. New Heart will not be liable for losses or theft of Resident's property in the Premises, storage areas, laundry rooms, common areas or parking areas. New Heart is not aware of any lead paint on the Premises.

13. **ABANDONMENT:** If the Resident abandons (as defined by Indiana law) the Premises, Resident appoints New Heart as Resident's agent to re-rent the Premises. New Heart may, at its option, take possession of the Premises and re-rent same without such action being deemed an acceptance of Resident's abandonment or a surrender of this Lease. Resident will remain liable to pay the rent specified in this Lease and any costs of re-renting the Premises in addition to any remedies of New Heart at law or in equity. Resident agrees to notify New Heart if the Premises will be empty for more than twenty-one (21) days.

14. **SUBLEASING AND ASSIGNING:** Resident may not sublet nor assign the Premises without the prior written consent of New Heart. Consent will not be unreasonably withheld. Subtenant must qualify through New Heart's normal application screening process, including credit, criminal and background checks. Resident will use the forms provided by New Heart. All Residents and Subtenant must sign the sublease agreement. If Subtenant does not qualify through New Heart's application process, New Heart reserves the right to exercise all available remedies, including eviction. Sublet fees are specified in the current Rules & Regulations. New Heart will hold the Security Deposit of the Resident until the end of the Lease. Resident will remain fully liable to perform all of the terms and provisions of this Lease.

15. **PETS: ABSOLUTELY NO ANIMALS, BIRDS, REPTILES, FISH OR PETS OF ANY KIND WILL BE PERMITTED IN THE PREMISES, EVEN TEMPORARILY, UNLESS SPECIFIC**

WRITTEN APPROVAL IS GIVEN BY NEW HEART. Violation of this clause is a breach of the Lease and will result in additional charges as specified in the current Rules & Regulations, removal of the animal and other available remedies up to and including eviction.

16. **MAXIMUM NUMBER OF GUESTS:** The maximum number of guests inside the Premises shall never exceed four times the number of Residents. Violation of this clause is a breach of the Lease and will result in additional charges as specified in the current Rules & Regulations and other available remedies up to and including eviction.

17. **SMOKING:** This is a non-smoking property. No smoking of any substance is permitted on or around the Premises, including common areas, porches, or balconies. Violation of this clause is a breach of the Lease and will result in additional charges as specified in the current Rules & Regulations and other available remedies up to and including eviction.

18. **PARKING:** Parking is permitted in designated parking areas only. New Heart may, at Resident's expense:

- (a) remove vehicles parked on sidewalks or streets;
- (b) remove disabled or abandoned vehicles; and
- (c) remove any vehicle parked in violation of the New Heart Parking Policy.

Parking expenses for the residents of downtown properties are not included in monthly rental installments or handled by New Heart. New Heart is not responsible for any changes in parking rates, regulations, or availability.

19. **NOISE; REMOVAL FOR UNREASONABLE CONDUCT:** Resident agrees not to make or allow excessive noise or activity in the Premises. Excessive noise is that which disturbs the peace and quiet of other Residents in the building, or of neighbors to the Premises. Resident agrees not to conduct or permit to be conducted vocal or instrumental practice or instruction in the Premises. Resident (and other persons on or near the Premises due to Resident's occupancy) will not disturb other Residents or neighbors or threaten to cause damage to the Premises. Violation of this provision is a breach of the Lease and will result in additional charges as specified in the current Rules & Regulations and other available remedies up to and including eviction.

Resident is aware that the Premises are above a church which uses amplification for sound that may include, but is not inclusive to, music, speaking, or movies. The Resident hereby waives his/her right to complain and/or report the use of sound amplification in the church between the times of 8 a.m. and 11 p.m. to the authorities.

Any noise complaints should be directed to the police department at (812) 829-3932.

20. **FIRE, OTHER HAZARDS AND DESTRUCTION OF PREMISES:** Resident will not permit or do any hazardous act that might cause fire. If the Premises become uninhabitable by reason of fire or other hazard not caused by negligence of Resident, Resident's invitee, or other person on or near the Premises due to Resident's occupancy, the rent due pursuant to this Lease will be suspended unless the Premises are restored to a habitable condition within thirty (30) days. Rent will not be suspended if New Heart is able to offer and if Resident accepts temporary accommodations. New Heart is not obligated to rebuild or restore the Premises. In the event the Premises or a building of which the Premises are part is destroyed by fire or other

disaster and New Heart does not rebuild, this Lease will terminate, and rent paid in advance will be prorated up to the date of destruction of the Premises.

21. **UPKEEP AND CLEANING:** Resident will keep the Premises in good repair; in a clean, sightly and sanitary condition; free from vermin, rodents, bedbugs, mold and accumulation of trash and recycling. New Heart reserves the right to clean the Premises during the Term of the Lease at Resident's expense if New Heart discovers unsightly or unsanitary conditions. All trash or recycling must be placed in the designated areas.

22. **TRASH:** New Heart may elect to pay any fines levied by City of Spencer for violations of trash, dumpster, or recycling during the term of the Lease. If New Heart does elect to pay any such fines, Resident will reimburse New Heart. New Heart may elect to clear Premises of trash and charge Resident for such cleanup as specified in the current Rules & Regulations.

23. **COMMON AREAS:** Absolutely no personal property may be left or stored in common areas. New Heart reserves the right to remove any such property, which will be deemed to have been abandoned, without notice. Resident will pay moving and storage fees as provided by this Lease. Any Resident who does leave or store property in common areas that causes injury will be liable for such injuries.

24. **INSURANCE:** Resident will not permit nor perform any hazardous act that might increase the rate of insurance on the Premises. Resident will comply in all respects with any policy of insurance covering the Premises, including complying with the requests of New Heart or New Heart's insurance carrier with regard to safety of the Premises. **New Heart will not be responsible for any injury or damage or loss to persons or property in or about the Premises, including Resident's property, unless due to the sole negligence of New Heart. Resident agrees to limit any recovery to the extent of any insurance policy proceeds.**

EACH RESIDENT IS ADVISED TO SECURE "RENTER'S INSURANCE" FOR HIS/HER OWN POSSESSIONS AND PERSONAL LIABILITY. IT IS THE RESPONSIBILITY OF RESIDENT TO CARRY INSURANCE TO COVER ANY AND ALL PERSONAL PROPERTY WITHIN THE PREMISES OR STORAGE AREAS PROVIDED BY NEW HEART.

25. **JOINT INSPECTION:** A joint inspection of the Premises will be scheduled by New Heart to determine the condition of the Premises.

(a) MOVE IN: An inventory and damage list will be prepared at the time of the move in inspection. If Resident fails to appear at the scheduled move in inspection, New Heart will conduct the inspection and leave a copy of the inventory and damage list for Resident. The list is incorporated by reference in this Lease. Resident shall have seven (7) days from the time of the move-in inspection to notify New Heart of any additions or corrections to the inspection and damage list. If there is a dispute regarding the condition

the Premises at the time of the move in inspection, Resident and New Heart shall make their best efforts to arrange a time to meet to review those disputes within ten (10) days of occupancy.

(b) MOVE OUT: Resident must clean the Premises before vacating them. New Heart will

schedule and conduct a joint move out inspection using the inventory and damage list from the move-in inspection. Resident will be charged for damages, professionally cleaning the carpet and cleaning of items Resident fails to clean adequately. Resident will be required to replace any smoke detector batteries.

26. **ATTORNEYS' FEES:** Resident agrees to pay reasonable attorneys' fees, costs of collection, and applicable court costs incurred by New Heart because of Resident's breach of any term of this Lease whether by Resident's or Resident's invitees' actions or inactions, or actions or inactions of persons on or near the Premises due to Resident's occupancy. The Owen Circuit Court will have proper jurisdiction over issues regarding attorneys' fees.

27. **REMOVAL OF PERSONAL PROPERTY:** If Resident moves out and fails to remove personal property, then the personal property will be deemed abandoned and disposed of as New Heart sees fit. If New Heart is required to store personal property and such personal property is claimed by Resident, Resident will pay all packing, moving, and storage expenses, as specified in the current Rules & Regulations, before receiving any personal property.

28. **POSSESSION:** In the event that New Heart is unable to deliver possession at the beginning of the lease term for any reason, New Heart agrees to pay for temporary housing in the Spencer area, which shall be selected by New Heart, for Resident until Resident is able to reside in the Premises. Resident will be responsible for all utilities at the temporary housing and will remain responsible for all of their obligations under the Lease, including rent and other charges. Resident will be responsible for any damages to the temporary housing caused by Resident and Resident's guests. If New Heart is unable to deliver possession within sixty (60) days after the beginning of the lease term, either Resident or New Heart may terminate the remainder of the Lease upon giving written notice of the same to the other party.

29. **PRIVACY:** Resident acknowledges that New Heart will install security cameras in common areas of the Premises. Resident waives any claim of privacy for New Heart's use of footage taken from security cameras.

30. **KEYS:** At the expiration of the Term of this Lease, Resident must return all Premises keys to New Heart. If all keys are not returned Resident will be charged to replace the lock, key and cover all other necessary expenses as specified in the current Rules & Regulations. Acceptance of a key to the Premises from Resident is not an acceptance by New Heart of surrender of the Premises by Resident vacating the Premises in violation of the Lease. Resident must not alter any lock, install new or additional locks or knocker on any door of the Premises, without New Heart's prior written approval.

31. **HISTORIC NATURE OF THE PROPERTY (WHERE APPLICABLE):** Resident acknowledges that this property is historic and contains many unique features. Resident acknowledges that any damage to these unique features will require particular (and expensive) expertise to restore to its previous condition. By way of example and not as an exclusive list, plaster walls, wood spindles, antique doors, wood stairways and original windows require a specifically skilled workman for repairs or replacements. Resident acknowledges this requirement of skill and expertise and agrees that if any damage to the historic features of the property occurs during Resident's occupancy, that Resident will fully reimburse Landlord for the expense of repair or restoration of the historic feature in its historic manner. Resident specifically agrees that the cost of repair and restoration to the condition in which Resident received the

Residence is the measure of damages for which Resident will be responsible. Resident acknowledges that these historic features are part of the charm and value of this Residence. Resident also agrees not to attempt to undertake any repairs or restoration as such could further damage the historic features.

32. **INTERPRETATION AND SEVERABILITY:** In reading and interpreting this Lease, the singular of any word means or applies to the plural and the gender of personal pronouns will be construed as either masculine, feminine, or neuter as required by context. The terms "apartment" and "premises" will also mean and refer to a house or condominium when applicable. If any term, portion or clause of this Lease is held to be unenforceable, the remainder will continue to be enforceable.

33. **NO WAIVER OF TERMS:** No failure by New Heart to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach and no acceptance of full or partial rent during the continuance of any such breach will constitute a waiver of any such breach or of any such term or condition. No term or condition of this Lease required to be performed by Resident, and no breach of such term or condition, will be waived, altered, or modified, except in writing by New Heart.

34. **NO EARLY SURRENDER:** Resident expressly agrees not to surrender the apartment or vacate it prior to the expiration of the term of this Lease without first having obtained New Heart's written consent. This paragraph will not affect the paragraph on subleasing.

35. **RULES AND REGULATIONS:** The current rules and regulations whether or not attached as Addendum #1 to this Lease are incorporated by reference as a part of this Lease, and Resident will observe the same. Failure to follow the rules will constitute a breach of the Lease in the same manner as a breach of any other provision of this Lease. Resident will follow such further reasonable rules and regulations as may be promulgated by New Heart from time to time as necessary for the proper and orderly care of the Premises or other portions of a building or property of which the Premises are part.

36. **ACCESS TO PREMISES:** Resident will allow access to the Premises by New Heart or its agents, during reasonable hours, for the purpose of inspecting and protecting same, to show the Premises to prospective buyers or renters, to make such repairs, additions, or alterations as may be deemed necessary, including pest control (if applicable) and furnace filter services.

37. **RENTAL APPLICATION:** The Rental Application is incorporated as an Addendum by reference into this Lease. Resident affirms the representations in the Application to be true and correct. Falsification or misrepresentation of the information required on the Application is a breach of the Lease, giving New Heart the right to cancel this Lease and repossess the Premises. **NO ORAL STATEMENTS MADE BY NEW HEART'S EMPLOYEES OR AGENTS ARE BINDING UPON NEW HEART UNLESS REDUCED TO WRITING.** All agreements affecting Lease terms will be made by Parties in writing.

38. **JOINT AND SEVERAL LIABILITY:** Each person signing this Lease as Resident or Guarantor will be Jointly and Severally liable to New Heart for all obligations and any breach of the terms of this Lease. This means that each Resident or Guarantor who signs this Lease may be held individually responsible for the entire amount due under this Lease, for any breach of the terms of this Lease, and for the acts and failures to act of the other Residents or Guarantors

signing this Lease. Resident means each person who signs the Lease as Resident or Guarantor.

39. **CONFIDENTIALITY:** New Heart attempts to maintain the confidentiality of information provided by Resident pursuant to this Lease. Resident waives this confidentiality as to co-applicants, Guarantors, Sublessor/lessees, and other Residents signing this Lease. New Heart may report rental payment data to credit agencies. Resident agrees that New Heart is not liable for any breach of this confidentiality.

40. **STATUTE OF LIMITATIONS AND JURY TRIAL WAIVER:** New Heart and Resident are barred from bringing any legal action against one another arising from disputes over New Heart and Resident's obligations under the terms of this Lease unless such action is filed within one (1) year after termination of the Lease Agreement. Resident agrees to waive Resident's right to a trial by jury.

41. **JURISDICTION:** The Owen Circuit Court will have proper jurisdiction over any and all disputes between New Heart and Resident regarding the obligations and terms of this Lease.

42. **IT IS AGREED** that the following attachments are incorporated by reference into this Lease:

1. New Heart Rules and Regulations (current)
2. Rental Application
3. Any applicable Lease Guarantee

This Lease is not binding on New Heart until Resident and, if necessary, guarantor passes credit, criminal and background check (all of which can be waived by New Heart at any time), the Security Deposit is paid in full, and this Lease is signed by an authorized New Heart representative. Resident agrees that, if required as a result of the credit check, Resident will provide a guarantor. Any Resident under the age of 21 shall provide a guarantor. Failure to provide a guarantor does not relieve Resident of any lease obligations. Failure to provide a guarantor will be considered a breach of the lease agreement and New Heart reserves the right, at its sole discretion, to terminate this Lease or to declare Resident in breach and pursue all available remedies for damages from the breach. This Lease is voidable by New Heart if New Heart discovers any unsatisfactory credit or background check information that would have resulted in a denial of Resident's tenancy with New Heart.

WHEREFORE, the undersigned execute this Lease and agree to its terms:

RESIDENT ()

Signature

Printed Name

Current Phone Number (Cell)

Permanent Address

City, State, Zip

Initials _____

RESIDENT ()

Signature

Printed Name

Current Phone Number (Cell)

Permanent Address

City, State, Zip

RESIDENT ()

Signature

Printed Name

Current Phone Number (Cell)

Permanent Address

City, State, Zip

RESIDENT ()

Signature

Printed Name

Current Phone Number (Cell)

Permanent Address

City, State, Zip

NEW HEART:

President

DATE

Secretary
New Heart Church of Spencer, Indiana, Inc.
65 S. Main St.
Spencer, IN 47460

SAMPLE