



Fair is our Favorite Word in Business

RENTAL AGREEMENT

1. NAMES OF LANDLORD & TENANTS

Name of Landlord: **American Midwest Realty & Property Management LLC**

Phone #: **574-383-5642** (See welcome letter for payment options)

Address: **309 S. Logan Street South Bend, IN 46615**

(Hereinafter referred to as "Owner")

Name of Tenant(s): _____ (Hereinafter referred to as "Resident/Tenant")

2. LEASED PROPERTY

Address of the Property: _____

3. TERM

This lease begins on _____. This lease ends on _____.

At the completion of said term, Resident/Tenant shall return the keys to the Owner within **three (3)** days after Resident/Tenant shall be out of possession.

This lease can revert to a month to month agreement if the tenant is ever late with rent more than 10 days, at the written discretion of the owner.

4. MONEY OWED AT MOVE IN

Security Deposit/Move-in Fee \$ _____ Paid \$ _____

Rent Due until lease begins Due \$ _____ Paid \$ _____

Additional Items Due \$ _____ Paid \$ _____

Amount due before possession Total Due \$ _____



____ Tenant ____ Tenant ____ Tenant ____ Tenant

5. RENT

Resident/Tenant agrees that the rent shall be \$_____ **per month** payable in advance, due on the **1st day of each month**.

Total Consideration for the lease is \$_____

In the event the rent is NOT paid **on or before** the date due, the Resident/Tenant agrees to pay a late charge in the sum of **\$50.00** to compensate the Owner for additional time, effort, and expense incurred to collect such rent. Post marking by a US Postal Office (only) - one day prior to the due date will be considered on time. **Initial: _____**

Resident/Tenant further agrees to pay **\$30.00** for each dishonored bank check. Time is of the essence and failure to pay rent in accordance with these terms and conditions set forth shall constitute a default of the entire Rental Agreement.

All Rent or Utilities owed must be paid by certified funds or cashier’s check only, if any rent or Utilities Payment is ever returned ‘Non-sufficient funds’.

Rent will automatically increase by **\$25.00** per month if rent is late two (2) times within a twelve (12) month period.

Money received by the landlord from the tenant shall be applied to the tenant’s account in the following manner: first, to outstanding dishonored check fees; second, to outstanding late fees chargeable to the tenant; third, to outstanding legal fees, or court costs, or both; fourth, to outstanding utility bills that are the tenant’s responsibility; fifth, to damages to the property caused by the tenant; sixth, to collection agency fees; seventh, to costs for reletting the property - if applicable; eighth, to option fees owed, if any, and lastly, to rent.

Initial: _____

The above order will be used regardless of any special endorsement or other statements on the check or money order.

Collection Agency Fees: If the landlord chooses to use a collection agency to recover money owed from a resident, the resident agrees to reimburse the collection agency for their fee.

Court action to remove the tenant for non-payment begins on or after the fifteenth (15th) day that payment is not made in full at the landlord’s discretion.

6. LEAD BASED PAINT

“Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead



____ Tenant ____ Tenant ____ Tenant ____ Tenant

exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.”Initial:_____

For more information please refer to: <http://www.hud.gov/offices/lead/outreach/leapame.pdf>

7. UTILITY BILLS

Resident/Tenant agrees and shall be responsible for the payment of any and all utilities. Resident/Tenant shall make arrangements at his /her expense to initiate service of utilities, including but not limited to electric, gas, fuel oil, water softener, and garbage pickup, no later than the first day of the tenancy, and shall pay the utility expense in a timely fashion. Failure to comply strictly with the terms of this provision shall constitute a default and all rights and remedies shall accrue to the owner thereon as provided by law.

Resident/Tenant agrees to maintain and pay for any rental or owned water softener system on the premises.

Water, Sewer, and Trash Pickup charges may be billed and paid by the landlord and must be reimbursed by the tenant within ten (10) days of receiving a copy of these bills.

The use or operation of an auxiliary or supplemental heating device shall constitute a safety hazard and unless written permission for such use is obtained, shall not be permitted.

Resident/Tenant agrees to have either a telephone installed at the home or a cell phone with current service. The number must be provided to the Owner immediately.

Please indicate any utilities included in rent: AEP NIPSCO Water Mishawaka Utilities None

8. OCCUPANCY

The premises shall be used as a residence with no more than _____ (___) adult(s) and _____ (___) minors/children, and for no other purpose without the written consent of the Owner. Occupancy by guests staying overnight fourteen (14) days will be considered a breach of this Rental Agreement unless Resident/Tenant obtains Owner’s written consent.

The Premises shall not be used to run a business without the written approval of the Owner.

9. PETS/ANIMALS



____ Tenant _____ Tenant _____ Tenant _____ Tenant

No pets/animals shall be brought on the premises, either inside or outside, without the prior written consent of the Owner or Owner's agent and the completion of a Pet Agreement. If Tenant is found to have animals on the premises and did not receive prior written permission from the Owner, the Owner shall charge the Resident/Tenant any and all pet fees and/or deposits from the beginning of the lease. Resident/Tenant shall never have more than two (2) animals at any time. **Initial:**_____

10. ENTRY AND INSPECTION

Resident/Tenant shall permit Owner or Owner's agent to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective tenants or purchasers, or for making necessary repairs. Prior to the expiration of the rental term, the Owner hereby reserves the right to affix "For Rent" or "For Sale" signs on the premises.

11. ABANDONMENT

Abandonment shall have occurred if: (1) without notifying the Owner, the Resident/Tenant is absent for fifteen (15) days while rent is due and substantially all of Resident/Tenant's possessions have been removed from the premises. If a Resident/Tenant abandons the premises, the Owner shall have the right to enter and repossess the premises and attempt to rent the property at fair market value. Resident/Tenant shall be liable for the entire rent due for the remainder of the term, and/or the cost of re-renting the premises, including rent, lost, the cost of restoration to the condition at the time it was rented, and reasonable fees for re-renting the property. If Resident/Tenant has left personal property in the premises, the Owner shall remove and restore it and give Resident/Tenant notice of this action. Resident/Tenant may obtain such personal property from Owner by paying the reasonable moving and storage expenses, unpaid rent, utilities, and damages arising as a direct result of Resident/Tenant's tenancy/occupancy and pay other damages of any type whatsoever which arise from any acts or omissions by Resident/Tenant. If a Resident/Tenant fails to claim such personal property within thirty (30) days of notice, the Owner shall make reasonable effort to sell the property left by the Resident/Tenant at its fair market value and set off the proceeds toward any amount the Resident/Tenant may owe the Owner.

12. ASSIGNMENT AND SUBLETTING

Resident/Tenant shall not assign this agreement or sublet any portion of the premises without the prior written consent of the Owner.

13. JOINT AND SEVERAL LIABILITY

It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. In the event of default by anyone signatory, each and every signatory



____ Tenant ____ Tenant ____ Tenant ____ Tenant

shall be responsible for all provisions of this agreement, including the timely payment of the entire rent sums due Owner and payment of utilities.

14. MAINTENANCE, REPAIRS, OR ALTERNATIONS

Resident/Tenant shall, at his/her own expense, and at all times, maintain the premises in a clean and sanitary manner including all fixtures, equipment, appliances, furniture, and furnishings contained therein and shall surrender the same, at termination hereof, in the condition received, normal wear and tear are excepted. Resident/Tenant shall be responsible for the reasonable out of the pocket cost of repair or replacement of a damaged portion of the premises and not a depreciated value.

Resident/Tenants are responsible for changing the furnace filter at least every 3 months and the batteries in the smoke detectors on a regular basis. **Initial:**_____

Resident/Tenant shall not paint, wallpaper, or otherwise redecorate or make alterations without the prior written consent of the Owner. Resident/Tenant shall be responsible for maintaining appropriate window coverings i.e., blinds, curtains, and/or draperies, and shall not use window coverings such as sheets, towels, etc., unless for **temporary** use when regular window dressings are being cleaned or replaced.

Resident/Tenant shall be held responsible for the costs of cleaning and/or repair of any sewer or drains that have become blocked or impeded by the negligence of the Resident/Tenant or Resident/Tenant’s agents, clerks, servants, or Resident/Tenant’s visitors. Resident/Tenant agrees that he/she will not put down in a sewer or drain the following items: throw-away diapers, cleansing tissues, cigarette butts, grease, oil, or any other item not intended for such disposal. **Initial:**_____

If a telephone and/or cable TV is installed or the existing positions of the same are by the service or any other person (e.g., holes in the walls or stapling of wires on the inside or outside of the premises), then such damage, if any, shall become the obligation and responsibility of the Resident/Tenant.

If Resident/Tenant causes damage to any items, (i.e., windows, doors, locks, etc., said items shall be repaired and replaced immediately). If after seven (7) days the Resident/Tenant had not repaired and replaced the item, the Owner may repair or replace the item and the actual cost shall be charged to the Resident/Tenant and shall become due and owing immediately.

Any repair in excess of \$10.00 must be reported to the Owner in writing. All repairs over \$10.00 must be approved in writing by the Owner if the Tenant is to do the repair.



____ Tenant ____ Tenant ____ Tenant ____ Tenant

15. LOST KEYS

If the Resident/Tenant contacts the Owner to unlock a door:
Between 9:00 a.m. and 5:00 p.m. Monday through Friday, the cost is \$25.00;
During any other hours or on holidays, the cost is \$75.00.
The cost to replace a lost key is \$50.00 per key.

16. APPLIANCES

The premises are rented with/without appliances. The appliances on the premises include: Stove and refrigerator and are on the premises for the convenience of the Resident/Tenant. If any such appliance fails to operate, the Resident/Tenant may either repair the appliance or contact the Owner to arrange disposal of such appliance. If the owner is not contacted for any such repair, the tenant will be billed for the missing item at move out.

If the premises include a form of air conditioning, the owner provides this as a convenience and in the event that it fails to operate is not responsible for getting it to operate.

17. ORDINANCES AND STATUTES

Resident/Tenant shall comply with all statutes, ordinances, and requirements for all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. **Owner/Landlord has the right to immediate eviction or resident/tenant for any illegal activity on the premises.**

18. LIABILITY OF TENANT

Resident/Tenant shall be responsible for any personal injury or property damage caused by Resident/Tenant, Tenant’s agents, clerks, servants, invitees and visitors, and property damage caused by the overflow or escape of water, steam, gas or any other substance resulting from any intentional act of negligence of Resident/Tenant, Resident/Tenant’s agents, clerks, servants or Resident/Tenant’s visitors.

The Owner shall be released from liability arising from the loss, damage, or injury to the property of Resident/Tenant. Invitees, and any other person, caused by fire or other casualties for which insurance is carried by the Resident/Tenant, under a policy which permits waiver of liability and waives the insurer’s rights of subrogation, to the extent of any recovery by the injured party under the policy.

Tenant(s) is solely and fully responsible for maintaining premises in a safe manner including sidewalks and access ways to apartment/home. Tenant(s) are also responsible for maintaining batteries in smoke detectors and/or carbon monoxide detectors if applicable.



____ Tenant ____ Tenant ____ Tenant ____ Tenant

19. INSURANCE COVERAGE

Resident/Tenant acknowledges and understands that Owner’s fire, hazard, and liability coverage for injury or damage to persons or property, both real and personal, does not extend to or on behalf of the Resident/Tenant. Therefore, the Owner **requires** that the Resident/Tenant obtain his/her own insurance coverage against such risk. The tenant’s insurance policy needs to include liability insurance. **Initial:**_____

20. DEFAULT, LANDLORD REMEDIES

Failure to comply with one or more of the substantive or procedural terms of this Agreement shall constitute a default of the entire Agreement. In case of default, the Owner shall have the immediate right to possession by means of self-help or legal process, and such remedy is not intended to be exclusive but rather cumulative and in addition to any other remedies available under Indiana law.

21. ATTORNEY FEES

In the event any legal action is brought by either party to enforce the terms herein or relating to the demised premises, the Owner shall be entitled to all costs and attorney fees (allowed by statute) incurred in connection with such action unless ruled otherwise by the Court.

22. MOVE-IN FEE/ LAST MONTH’S RENT or SECURITY DEPOSIT

The owner will collect a move-in fee in lieu of a security deposit. At the time of moveout, this fee will cover basic items like replacement light bulbs, smoke detectors, CO₂ detectors, batteries, toilet seats, toilet paper holders, tub/sink toppers, shower bars, towel racks, kitchen strainer baskets, door stops, basic cleaning, basic carpet cleaning, cleaning walls, windows, and window treatments, and filling small nail holes.

If the property does not require the above-mentioned maintenance and repair at move out, at the Owner’s sole discretion, the move-in fee may be credited back to Resident/Tenant.

Additional repairs and damages outlined in the Tenant Move-out Checklist will be the responsibility of the Resident/Tenant and billed accordingly.

The owner may also collect, at the Owner’s discretion, last month’s rent from the Resident/Tenant as part of the move-in process.

It is the Resident/Tenant’s responsibility to provide the Owner with a valid forwarding address. It is mandatory that Resident/Tenant provide a 30-day written notice of Resident’s/Tenant’s intention to move-out. At which time, Resident/Tenant will be provided a Move-out Checklist.



____ Tenant ____ Tenant ____ Tenant ____ Tenant

In the event there is a credit at departure owed to multiple tenants on a lease, one check will be disbursed to one forwarding address provided by Resident/Tenant made payable to signers. **Initial:**_____

23. NOTICES

Any notice which either party may or is required to give may be given by mailing the same, by first class mail, to Resident/Tenant at the premises or to the Owner at the address as listed in this Agreement, or at such other places as may be designated by the parties from time to time.

The Owner’s name & address for receipt of communications pursuant to the above is:

American Mid-West Realty
and Property Management LLC
Attn: Rob Manuszak
309 S Logan St.
South Bend, IN 46615

24. WAIVER

Failure of the Owner to enforce any term hereof shall not constitute a waiver, nor shall acceptance of a partial payment of rent or any other money claim be deemed a waiver of the Owner’s right to the full amount due and owing.

25. HOLDING OVER

A thirty (30) day written notice must be given to the Landlord that the tenant intends to vacate the property. This thirty (30) day notice applies to the regular expiration of the lease as well as any holding over the period.

Any holding over after expiration hereof, unless otherwise agreed, shall be construed as a month-to-month tenancy in accordance with the terms hereof as applicable, except that rent shall then be due and owing at \$_____ **per month**. The tenancy shall be terminable upon fifteen (15) days written notice served by either party.

26. ADDITIONAL TERMS AND CONDITIONS



____ Tenant ____ Tenant ____ Tenant ____ Tenant

The tenant agrees the landlord gave the tenant time to review this lease. If the tenant does not understand the lease terms, the tenant should seek the advice of an attorney before signing. By signing this lease, each tenant agrees he or she has read and understands all of the terms and conditions.

Dated this _____ day of _____, 2021.

_____, Tenant

Robert Manuszak, Owner/Landlord

_____, Tenant

- South Bend Water Works 574-235-9236
- NIPSCO (gas) 800-464-7726
- AEP (electric) 800-311-4634
- Mishawaka Utilities 574-258-1630
- Allied Waste 574-522-1331



____ Tenant ____ Tenant ____ Tenant ____ Tenant