



Housing Contract

All residents are required to sign a Housing Contract to live at a community managed by Horizon Realty Advisors. You are encouraged to review the Housing Contract with your parent, guarantor, legal guardian or other advisor before agreeing to the terms of the Housing Contract. **YOU ARE URGED TO READ THIS CONTRACT CAREFULLY!**

This is a **LEGALLY** binding document that holds you responsible for paying rent on a specific Unit Type within a price range, as listed below. If an Exclusive Bed Space in that Unit Type is not available, the management team will work to get you in a different Unit Type or refund your Administration Fee and release you from this Housing Contract. If an Exclusive Bed Space is available in the Unit Type, you are held responsible for the term of the Housing Contract.

The terms used in this Housing Contract are defined:

- **Housing Contract:** This "Contract," which includes this document, the Rules and Regulations, and all other applicable addenda referred to in this document or executed by the Resident and incorporated by reference into this document.
- **Execution Date:** "Execution Date" shall be the date on which this Contract was executed by Resident.
- **Owner:** "Owner" shall be the Owner, Horizon Realty Advisors, LLC; and the Community, The Cottages on Lindberg.
- **Resident:** "Resident" shall be: _____
- **Roommates:** "Roommates" shall be the persons occupying the other exclusive bed spaces within the Unit and sharing the Common Areas.
- **Exclusive Bed Space:** "Exclusive Bed Space" is your sole (if Bedroom is private) or shared (if Bedroom is shared) use of a Bedroom in an apartment or unit ("Apartment" or "Unit").
 Desired Floorplan: _____
 Unit #(If assigned): _____
- **Premises:** shall be an Exclusive Bed Space in a (Unit Type) at The Cottages on Lindberg (the "Community") located at 2191 Mida Dr. West Lafayette, IN 47906. In the event the Exclusive Bed Space and/or the Unit are not assigned to Resident as of the Execution Date, Resident acknowledges that these will be assigned at a later date prior to Resident moving into the Apartment. Resident acknowledges that Resident will sign an Exclusive Bed Space Addendum upon Owner's request, upon the same terms stated herein which identifies the Exclusive Bed Space and Unit. In the event Resident fails to sign the Exclusive Bed Space Addendum, Resident agrees that Owner shall have the right to identify such Exclusive Bed Space and Unit in a new or modified contract and that such designation shall be incorporated into this Contract as if Resident has signed this Contract identifying such Exclusive Bed Space and Unit.
- **Term:** The Term of this Contract shall begin at 12:00 noon on _____ (the "Commencement Date") and end at 9:00 AM on _____ (the "Expiration Date").
- **Rent:** "Rent" shall be paid in equal installments of \$ _____ (plus any incidental additional charges including, but not limited to, Additional Rent, as set forth in this Contract and all applicable fees and sales taxes, collectively, "Rent") for the Term of this Contract. The breakdown of a Rent Installment is set forth below:

Monthly Charges	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Monthly Charges: \$ _____	

All installments and fees made payable to	The Cottages on Lindberg 2191 Mida Dr West Lafayette, IN 47906
NON-REFUNDABLE APPLICATION FEE • Renewals are not required to pay fees twice	\$50
NON-REFUNDABLE ADMINISTRATION FEE • Renewals are not required to pay fees twice	\$275
INITIAL LATE CHARGE • Charged on the fourth (4 th) day of the month if Rent is not paid by the third (3 rd) day of the month. Rent is delinquent until Rent is paid in full	\$50
DAILY LATE CHARGE • Charged per day (for a maximum of 15 days) beginning on the fifth (5 th) day of the month. Rent is delinquent until Rent is paid in full	\$10
RETURNED CHECK CHARGE FOR EACH RETURNED CHECK	\$35
ASSIGNMENT FEE	TBD
TRANSFER FEE from Exclusive Bed Space to another exclusive bed space within the same unit	\$50
TRANSFER FEE from Exclusive Bed Space to another exclusive bed space in a different unit	\$350
RECONNECTION FEE OF UTILITY SERVICES	TBD
VALET TRASH	\$25/mo
HOLDOVER DAILY FEE	\$100/hour

1. RENT: In consideration of Resident's compliance with the terms of this Contract, Resident shall have the right to use and occupy the Exclusive Bed Space and other areas of the Premises on the terms hereof. The first Rent Installment shall be paid by Resident on or before July 15th, and the remaining Rent Installments shall be paid by Resident on or before the first day of each subsequent calendar month beginning in September without a grace period in advance and without demand, offset, or deduction until all Rent Installments have been paid to the Community at the property's management office or such other place as Owner shall designate. All other charges due for services provided or charges assessed, including, but not limited to, fines for violating the Rules and Regulations, are hereinafter collectively referred to as "Additional Rent." In the event any such charges are due under this Contract by Resident, any amounts paid to Owner shall be applied to other such charges before applying amounts paid to the Rent Installment. If the payment tendered by Resident fails to satisfy the total charges outstanding, then Resident shall immediately pay the total balance due, plus any late charges incurred by virtue of Resident's failure to timely pay all sums due from Resident to Owner. In the event local or state ordinances require hotel or other taxes, Resident is responsible for paying such taxes. All Rent Installments and all other charges due shall be paid by personal check, cashier's check, certified funds, or money order to Owner or by electronic payment if made available by Owner. Owner may offer to receive payments by credit card, check card, TeleCheck, check clearing machine, or by direct bank transfer, and Owner reserves the right to charge reasonable processing fees for such payment methods as allowed by applicable law. Owner shall have the right to refuse any tender of payment in cash and third party checks. Owner is not responsible for or affiliated with any third party payment processor who may charge Resident a fee to use their online payment service to pay Rent and other charges. If Resident elects to use a third party payment processing service (via a web portal link on Owner's website, or other means), Resident waives all claims against Owner related to Resident's use of said service and further agrees to indemnify Owner for Resident's use of said service, to include any lost, missing, redirected or delayed payments, any downtime or website maintenance that may prevent Resident from paying Owner on time or Owner receiving payment on time; and any fees charged for any reason by the third party processor.

Payments made after 10am on the fourth day of the month must be paid by cashier's check, credit card or money order. If Resident elects to mail any payment, then it is Resident's responsibility to ensure that payment is received in the management office by the Due Date. Unless otherwise required by law, Rent Installments may not be withheld for any reason. After two (2) returned checks, all future Rent Installments owed must be paid in cashier's check or money order. Owner has the right to refuse to accept partial payments. In the event any Installment of Rent or other payment due hereunder is not paid in full at the property's management office or electronically, on or before the Due Date, Resident shall pay a late charge as set forth herein, which amount shall be considered as Additional Rent. Late charges are due and payable when assessed. Resident shall pay Owner the amount as set forth herein as Additional Rent for any check returned to Owner. Said charges shall be due and payable immediately upon notification to Resident of such instance, and shall be in addition to any late charges resulting from the check's failure to be paid. Resident acknowledges the returned check charges and late charges specified herein represent an agreed upon charge for the administrative expense suffered by Owner as a result of such late payment and not payment for the use of money. Any returned check must be redeemed in cashier's check or money order. Partial payments will not be accepted on any returned check.

2. UTILITIES AND SERVICES: Owner agrees to furnish water, sewer, trash, basic cable television and Internet access (unless indicated otherwise on page 2 above) for the Unit (electricity addressed below), but Resident and the other residents of the Unit must separately pay and provide required deposits for all other utilities, city services, city fees, charges for local and long distance phone service, additional or private lines, information and 911 calls. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Commencement Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of the Contract. Owner 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 or for Resident's use of the Internet.

Electricity: Owner will remain the customer of record for electric utilities. The local electric utility provider measures utility usage in each apartment unit and bills Owner directly for such charges. Electric charges for each unit will be managed and billed to the resident by SimpleBills based on apartment usage and number of residents. Resident is required to visit www.simplebills.com to register prior to move in date. Resident agrees that SimpleBills (or Owner) may estimate any and all utility charges above upon Resident's move-out (or at any other time) and such amounts shall be deemed final. Resident is responsible for all setup, deposits, and activation fees of all utilities not paid for by the property. Owners retains the right to change utility management processes or vendors at any time with a 30 day written notice to the resident.

Payments: If it is necessary for Owner to pay any costs or repairs due to failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the expiration of this Contract, then Resident will reimburse Owner for such amount plus \$50.00 for administrative costs and the total amount is payable by Resident as additional rent. Resident is responsible for paying for all utilities that are in Resident's name during the lease term even if Resident moves out prior to the Expiration Date. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with its Roommates to Owner for such charges which shall be considered Additional Rent. At Owner's option, Resident may be pre-billed for a reasonable estimation of charges for any unbilled period to be calculated based on prior utility charges within the Unit and in accordance with any applicable utility billing laws and regulations. The entire utility costs above the Courtesy Credit (if applicable) will be apportioned by occupants of the Unit. If Owner uses an outside vendor to provide billing services, Owner has the right to charge Resident for such services, and such amount will be payable by Resident as Additional Rent. Any failure to pay amounts as listed herein shall result in a default under the Contract.

Accounts: Resident will be charged for the full period of time from the commencement date of the Housing Contract until its expiration date, regardless of whether Resident physically occupies the unit. The billing methods described above may be changed by Owner by providing Resident with 60 days prior written notice and Resident acknowledges that in certain situations it is necessary to make a change to the billing method. Resident agrees that Owner may estimate any and all charges above upon Resident's move-out (and such amounts shall be deemed final). Upon Resident's request, Owner will provide a copy of its applicable utility bills and all applicable bills issued to Residents. Resident acknowledges that the billing provider is not a public utility. Owner reserves the right to change the third party billing provider at any time. Any disputes related to the computation of Resident's bills will be between the Resident and the Owner.

3. DEPOSIT: In the event Resident has deposited with Owner a deposit (the "Deposit") it shall serve as partial security for all of Resident's obligations under this Contract. The Deposit will not be Owner's limit of damages if Resident violates this Contract, and Resident may be liable for damages in excess of the Deposit. Among other items, delinquent Rent payments and late charges, and the cost of labor and materials for cleaning and repairs in excess of "normal wear and tear" may be deducted from the Deposit. Resident shall have no right to have the Deposit applied to any portion of the total amount of Rent which may become due under this Contract. Upon a sale and conveyance of the Community, Owner may transfer the Deposit to the new owner and upon such transfer, all of Owner's liability for such Deposit shall terminate and Owner shall have no further liability under this Contract for events occurring after such transfer. Upon termination of this Contract, Resident shall provide the Owner in writing with a forwarding address or new address to which any amount due from the Owner may be sent. If Resident fails to provide such forwarding address, then any amount due to the Resident shall be sent to the last known address of the Resident. Owner shall provide Resident an itemization of the application of the Deposit and a refund of the remaining balance of the Deposit, if any, 45 days after termination of the tenancy, delivery of possession of the Exclusive Space to Owner by Resident and written notice from Resident of Resident's forwarding address.

4. RESIDENT'S PROPERTY AND LIABILITY INSURANCE: Resident understands and agrees that Owner, its agents, employees and legal representatives are not liable to Resident or Resident's occupants, guests and invitees from losses of their personal property due to theft, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind and the like. Residents are required to obtain insurance to protect their personal property and contents against such events. Resident shall at all times during the term of the lease maintain general liability coverage for the acts and omissions in the minimum amount of \$100,000 (on a per occurrence basis) per responsible lease signer. You may purchase insurance from a qualified insurer of your own choosing or not opt-out of the recommended program 'Resident Liability Insurance Program' as specified in the next section. Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, and valuables kept by Resident in or about the Premise, Unit, and Community. **Owner shall not be liable to Resident, Roommates, or their respective guests for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences unless such damage, injury, or loss is caused by the negligence of Owner. Resident expressly waives all claims for such injury, loss, or damage.** The Owner is not responsible for and will not provide fire or casualty insurance for Resident's personal property. Resident will be responsible for all damages caused by Resident, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system, if applicable. Resident must provide proof of insurance throughout the lease term and will breach lease agreement if not obtained with proof of coverage provided to owner. Failure to provide validated proof of insurance will result in automatic opt in to the Resident Liability Insurance Program at any point throughout the lease term.

Resident Liability Insurance Program. As an added service to Residents, the owner will automatically include a \$11 monthly (per Resident) charge in this Contract for Liability Insurance through our Resident Liability Insurance Program (RLIP) unless resident provides proof of qualifying alternative coverage. The RLIP may be stopped on the last day of any month with proof of alternative qualifying coverage (No prorates). The RLIP fulfils the property requirement of \$100,000 liability coverage per responsible lease signer but does not provide any personal content coverage. If an alternative to the RLIP is utilized, resident must provide proof of coverage, name the property as a certificate holder and name Alta Program Insurance Agency as a certificate holder. The principals of Landlord have an ownership interest in the RLIP. Because of this relationship, this referral will provide the principals of Landlord a financial or other benefit.

5. ROOMMATES: Resident acknowledges Owner has the right to assign a Roommate to any vacant exclusive bed space in the

Unit before or during the Term of this Contract without notice. Resident acknowledges that Resident is solely responsible for getting along with the Roommates, even if Owner placed Resident with the Roommates. Resident acknowledges that reasonable cooperation and respect will be afforded to all Roommates and non-smoker rights prevail. Owner shall not be liable for any personal conflict of Resident with Roommates, Roommates' guests, licensees, or invitees, or with any other residents that reside at the Community. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Resident and Roommates or residents that reside at the Community, does not constitute grounds for termination of the Contract by Resident.

6. POSSESSION: If Owner is unable to deliver possession of the Exclusive Bed Space or reasonably comparable space in Another Unit on the Commencement Date, Rent will abate until possession is delivered, and Resident may: (1) terminate the Contract upon written notice to the Owner and within 5 days thereafter Owner shall return all prepaid rent and security; or (2) bring an action for possession of the Exclusive Bed Space.

7. USE: Resident shall occupy the Premises during the Term of this Contract and use the Premises solely for residential purposes any activity which interferes with or decreases the use and enjoyment of the Community by other residents shall constitute a violation of this Contract. Resident shall not carry on any organized business for remunerative purpose from the Premises. Resident is not allowed to occupy or use or allow another person to occupy or use an empty Exclusive Bed Space within the Unit and Premises. In addition to its other remedies following a breach, Rent will be assessed to Resident as of the date Owner deems that an empty Exclusive Bed Space is occupied or used.

8. CONDITION OF PREMISES: Resident hereby acknowledges that the Premises are being delivered in "as-is" condition, and Resident's acceptance of the Premises at the beginning of the Term constitutes Resident's acknowledgment that the Premises, its fixtures and furniture are in good repair and reasonable condition, except as otherwise specifically noted on the Move-In/Move-Out Condition Form, which is to be completed by Resident within 24 hours of move in or according to applicable law. Resident acknowledges that the condition of the Premises will not be the same as the condition of any model unit Resident may have previously toured. If Resident fails to complete the Move-In/Move-Out Condition Form and return it to Owner, or specifically dissent in writing to any damage or defect when designated, then Resident waives the right to dispute any assessment of damages to the Premises upon Resident's surrendering possession of the Premises at the termination of the Contract. Resident agrees to keep and maintain the Premises in a good, clean, and sanitary condition; otherwise, Owner may charge Resident any reasonable cleaning costs.

In accordance with fair housing laws, Owner will make reasonable accommodations to rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Community. Owner may require Resident to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED RELATING TO THE PREMISES, THE UNIT, OR ANY FURNITURE, FURNISHINGS, EQUIPMENT, FIXTURES, OR APPLIANCES, IF ANY, IN THE PREMISES AND UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR SUITABILITY.

9. EARLY TERMINATION OF CONTRACT: Resident acknowledges there is no right to early termination of the Contract and Resident will not be released from this Contract for any reason, including but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of Roommates or occupants, loss of employment, bad health, or property purchase. However, residents may have rights under Indiana law to terminate the Contract in certain situations involving family violence, sexual assault, or stalking by providing the required proof per state law and Horizon Realty Advisor's policy. In the event of Resident's death, all Rent, charges, removal and storage costs, and damages to the Premises are due until the Premises are vacated.

10. ASSIGNMENT/SUBLEASES: Resident shall not assign or transfer Resident's interest in this Contract, or any part hereof, or any interest in the Premises without prior written consent of Owner. **Subletting is not allowed.**

11. ALTERATIONS: Resident shall not make or permit to be made any alterations, additions, or attachments to the Premises and Unit or any part thereof including, but not limited to, the patio/balcony or overhang, or affixing fixtures to the Premises, or changing or adding any locks without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by Owner in writing. A reasonable number of small nail holes from picture hanging are permitted as long as sheetrock repair is not required upon Resident's vacating the Premises. No additional phone or TV cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by Owner's prior written consent.

12. REQUESTS, REPAIRS, AND MALFUNCTIONS: Resident shall promptly report to Owner, in person in writing or via online portal, all repairs, installations, service, or security related matters which need to be made to the Premises at property's management office or designated place (except in the case of emergencies such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Written notes on Resident's oral requests do not constitute a written request from Resident. Compliance by Owner with any oral request does not waive the strict requirement for written notices under this Contract. Resident must immediately notify Owner in writing of water leaks, visible mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, carbon monoxide detectors, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety. Owner may change or install utility lines or equipment serving the Community if the work is done reasonably without substantially increasing Resident's utility costs. Owner reserves the right to relocate Resident to perform work or to avoid property damage. Owner may also temporarily suspend any utility or other service to the Community and turn off equipment as needed to do maintenance and/or repair and/or protect the Community, Premises, or Resident(s) from risk of harm or loss.

Resident shall be liable for and shall pay all costs and expenses for damages and repairs to the Premises or Community (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Owner's overhead, administrative cost, and expense) caused by Resident's or Resident's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall constitute Additional Rent. Resident shall immediately report to Owner all acts of vandalism and damage to the Premises or Community. Owner agrees to abide by applicable state law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. After-hours emergency repair requests can be made by contacting the management office directly at the advertised phone number and following the applicable answering service prompts.

13. OWNER'S AND/OR OWNER'S AGENT'S RIGHT OF INSPECTION AND ENTRY: Resident agrees that Owner and/or Owner's Agent may enter the Premises and the Unit or other units at the Community at reasonable hours for any reasonable business purpose in accordance with applicable law, including but not limited to, performing monthly unit inspections, repairs, pest control, or preventative maintenance; leaving notices; removing hazards or prohibited items under the Contract; allowing entry by a law officer with a search or arrest warrant, subpoena or court order; displaying the Premises to prospective residents, government representatives determining housing or fire ordinance compliance, prospective buyers, insurance agents, lenders, contractors, and appraisers. Except in the event of an emergency or if it is impracticable to do so, Owner and/or Owner's Agent shall give Resident twenty-four (24) hours' notice of Owner and/or Owner's Agent's intent to enter. In an emergency situation, Owner and/or Owner's Agent may enter without notice at any time to protect life or prevent damage to the Premises. Resident, by placing a work order for work to be performed, authorizes Owner and/or Owner's Agent to enter the Premises and the Unit for the purposes of completing that work order in a timely manner. If Resident refuses Owner and/or Owner's Agent the right of entry, Resident will be held responsible for any financial losses that are sustained by the Owner.

14. RESIDENT'S RESPONSIBILITY FOR SECURITY: Resident acknowledges that Owner has not made any representations, either written or oral, concerning the safety of the Community in which the Premises are located or the effectiveness or operability of any security devices or measures on the Premises or Community. Owner neither warrants nor guarantees the safety or security of Resident or Resident's guest(s) or invitee(s) against any criminal or wrongful acts of third parties. In the event an off duty police officer or patrol service patrols the Community, the officer and/or patrol service is not equipped to provide personal security to residents or their guests or occupants of any unit. In the event cameras have been installed, these cameras are not manned on a 24-hour basis and are not designed to provide personal security services. **Each Resident and their guest (s) or invitee (s) is responsible for protecting his or her own person and property.** Residents are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency.

Resident acknowledges that security devices or measures, including, but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, surveillance cameras, carbon monoxide detectors, smoke detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident agrees to immediately notify Owner of any malfunctions involving locks, doors, windows, latches, and smoke detectors. Resident is responsible for the proper operation and regular testing of all devices in the Premises, including but not limited to, alarms, carbon monoxide detectors and smoke detectors. By signing this Contract, Resident acknowledges that the Unit is equipped with a functional smoke detector. Resident agrees Resident will not disable, disconnect, alter or remove the smoke detectors, carbon monoxide detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screens, or latches. In the event Resident chooses to have the intrusion alarm monitored, Resident must make arrangements with an independent company to activate and maintain the alarm system. In such case, Resident must provide Owner with the alarm code and any special instructions for lawful entry into the Unit when no one is there. Any charges resulting from the use of the intrusion alarm will be charged to Resident, including but not limited to, false alarms with police, fire, or ambulance response, and required city permits or charges. In the event access gates are present in the Community, Resident agrees to follow all instructions and rules regarding the use of the gates (including but not limited to approaching the gates slowly with caution; not stopping where the gate can hit Resident's vehicle; not following or piggybacking another vehicle into an open gate; not forcing the gates open; not giving Resident's code, card, or remote to anyone else; not tampering with the gates). Owner has no duty to maintain the gates or fencing.

15. RELOCATION: Owner reserves the right, in its sole discretion, to relocate Resident to another unit at the Community. If required by Owner to relocate, Resident will not be required to pay the Transfer Fee. Owner, to the extent practical and in Owner's sole discretion, will honor Resident's requests for the sharing of a particular unit.

16. CASUALTY: In the event of fire or other casualty, Resident must immediately notify Owner. If the Premises are partially destroyed by fire or other casualty not attributable to the Resident or Resident's guest, licensee, or invitee, the Premises may be promptly restored and repaired by Owner and any Rent Installment(s) for the period that the Premises is not livable shall abate, unless Owner provides Resident with alternative living space, in which event Rent Installment(s) will not be abated. However, if the Unit is damaged or destroyed by fire or casualty to the extent that enjoyment of the Unit is substantially impaired, Resident or Owner may terminate the Contract upon fourteen (14) days' notice; and Resident may immediately vacate the Unit. Notwithstanding the foregoing, Resident expressly acknowledges that Resident shall not be excused from paying any Rent Installment if the damage or destruction to the Premises is the result of or attributable to Resident or the guests, licensees, or invitees of Resident, and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up.

17. RESIDENT'S PROPERTY AND RENTER'S INSURANCE: Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, and valuables kept by Resident in or about the Premises, Unit, and Community. **Owner shall not be liable to Resident, Roommates, or their respective guests for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences unless such damage, injury, or loss is caused by the negligence of Owner. Resident expressly waives all claims for such injury, loss, or damage.** The Owner is not responsible for and will not provide fire or casualty insurance for

Resident's personal property. Resident will be responsible for all damages caused by Resident, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system, if applicable.

18. OWNER'S PERMISSION OR CONSENT: This Contract and all applicable addenda constitute the entire agreement between Resident and Owner. No oral statements shall be binding. Owner's representatives have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner. If any provision of this Contract requires the written permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner, may contain such conditions as Owner deems appropriate, and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Owner to Resident may be modified, revoked, or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident. Resident expressly agrees that Owner may provide information on Resident and Resident's rental history for law enforcement, governmental, or business purposes.

19. NOTICES: Resident shall, within five (5) days after occurrence, notify Owner, in writing, of any alleged violation by Owner of any of its obligations arising under this Contract or otherwise. Failure of Resident to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Resident as any grounds for nonperformance of Resident's obligations under this Contract. Owner has designated Horizon Realty Advisors, LLC, as its agent for the purposes of managing and operating this Community, for exercising any of Owner's rights hereunder, for service of process and for receiving and receipting for notices and demands. Every notice or demand to Owner, whether pursuant to this Contract or otherwise, must be in writing and must be delivered by certified mail, return receipt requested, to: The Cottages on Lindberg; 2191 Mida Dr. West Lafayette, IN 47906; c/o Property Manager. Owner may give Resident notice by any method allowed by applicable law. Unless otherwise provided by law, notice for all management purposes shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, telefaxed or hand delivered to Resident at the address of the Unit. Notices for entry into the Premises may be posted on the entry door of the Unit if permitted by law.

20. DEFAULT BY RESIDENT: Resident (and Resident's guests if applicable) agrees to abide by all federal, state and municipal laws, ordinances, regulations or orders (including but not limited to those pertaining to use of hazardous substances) as well as Owner's Rules and Regulations now in effect or which may be hereafter be enacted. Resident will be in default if: (1) Resident fails to pay any Rent Installment or Additional Rent, as and when due hereunder; (2) Resident abandons the Premises; (3) Resident fails to perform any of his or her obligations hereunder; (4) Any information contained in Resident's Housing Application is untrue or misleading; (5) Resident or Resident's guest(s) violates this Contract, Rules and Regulations, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (6) Illegal drugs or paraphernalia are found in the Premises, whether or not Owner can establish possession (medical marijuana prescriptions shall constitute illegal drugs); (7) Resident, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government; (8) Resident is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for a felony offense or a misdemeanor if the crime is of a sexual or violent nature; (9) Resident displays, discharges, or possesses a gun, knife (of certain dimension), or other weapon (or uses an ordinary object as a weapon), including, but not limited to, any pistol, revolver, rifle, shotgun, or other weapon designed or intended to propel a missile of any kind, throwing stars, nun chucks, and similar objects. WEAPONS ARE NOT PERMITTED ANYWHERE IN THE COMMUNITY.

21. NOTICE FOR DEFAULT: If Resident is in default, Owner may, at its option, terminate Resident's right of possession by written notice to Resident. In the case of nonpayment of Rent by Resident, the Owner may terminate Resident's right of possession upon ten days' written notice. Owner may institute an action for immediate possession or for eviction pursuant to Indiana law. Delivery of any of the above notices may be: (1) certified mail, return receipt requested; and/or (2) personal delivery to any resident; and/or (3) personal delivery at the Unit to any occupant over 16 years old. If notice is mailed, Resident is deemed to be in receipt of it two days after it is mailed. Termination of Resident's possession rights or subsequent reletting does not release Resident from liability for future rent. After giving notice of default, notice to vacate, notice of lease termination, or filing an eviction suit, Owner may still accept rent or other sums due. Such filing or acceptance does not waive or diminish Owner's right of eviction or any other contractual or statutory right, except when Resident has, in a timely manner, cured a default after notice. Accepting money at any time does not waive Owner's right to damages, past or future rent, or other sums, or Owner's right to file or continue with eviction or immediate possession proceedings.

The total cost of repairs for any and all damages caused by Resident or Resident's guests will be the responsibility of Resident. It is understood that in the event Owner terminates a Roommate's right to occupy the Premises and Unit, it shall be a default under this Contract by Resident for such Roommate to occupy the Premises and Unit. In addition, in the event of Resident's default, Resident shall be liable, to the fullest extent allowed by applicable law for, and shall pay: (i) a reletting fee equal to 85% of one month's Rent to offset the costs of reletting the Premises and Unit; (ii) all monthly Rent and other charges which are payable during the remainder of the Term of this Contract, which shall be accelerated automatically without notice and shall be immediately due and delinquent; and (iii) any other sums that may be due pursuant to the Contract or applicable law. Resident acknowledges that the reletting fee is not a cancellation fee or a buyout fee. The reletting fee and late charges are liquidated amounts covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another resident to occupy the Unit and Premises. Such damages are uncertain and difficult to ascertain. All unpaid amounts bear the highest lawful rate of interest (no less than 12%) per year from due date, compounded annually. The exercise of any one remedy shall not be deemed exclusive of the right to collect Rent, or of Owner's right to avail itself of any remedy allowed by law. Owner shall exercise customary diligence to relet and minimize damages. In the event the Rules and Regulations now or hereafter enacted prescribe warnings and/or charges for certain actions of Resident which may constitute violations of this Contract, Owner may elect, in its sole discretion, to enforce the default and/or termination provisions contained herein or to enforce the provisions of the Rules and Regulations. Resident shall be responsible for all reasonable legal fees and cost connected therewith to the extent allowed by applicable law. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's and Guarantor's credit record. Resident must pay all collection agency fees if Resident fails to pay all sums due within 10 days after Owner mails a letter demanding payment and stating that the collection agency fees will be added if Resident does not pay all sums by that deadline. Owner may turn any returned checks over to law enforcement officials for prosecution according to law.

22. ACCELERATION: All monthly rent for the rest of the Term of the Contract or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without Owner's written consent: (1) Resident moves out, removes property in preparing to move out, or gives oral or written notice (by Resident or any occupant) of intent to move out before the Term of the Contract or renewal period ends; and (2) Resident has not paid all Rent for the entire Term of the Contract or renewal period. Such conduct is considered a default for which Owner need not give notice. Remaining Rent will also be accelerated if Resident is judicially evicted or moves out when Owner demands because of default. Acceleration is subject to mitigation obligations.

23. FORFEITURE OF CONCESSIONS: If the Resident fails in any respect to fulfill the full obligations of this Contract, the Resident will be responsible for repaying all leasing specials, one-time concessions, monthly discounts, other concessions or resident referrals. In the event of default, all concessions you have received are considered forfeited and immediately due and payable. Any concession that you would otherwise be entitled to, from and after the date of default, are considered void.

24. GUESTS: Resident is responsible for the safety, negligence, and actions of Resident's guest(s), invitees, family, and licensees. Resident must accompany and supervise Resident's guest(s) at all times in the Premises, amenities, and Community because any violation of this Contract by Resident's guest shall be considered a violation by the Resident. Owner has the right to exclude guests or others who, in Owner's sole judgment, have been in violation of the law, the Contract or any rules of the Community, or disturbing other residents, neighbors, visitors or Owner's representatives. Owner can also exclude a person who refuses to or cannot identify himself or herself as your guest. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the Premises. Resident agrees that Resident and Roommates shall not have more than ten (10) persons in the Premises and Unit at any one time. Resident further agrees that there shall be no more than five (5) persons on balconies, decks or patios at any one time. Balconies and decks were not designed to support excessive loads for prolonged periods.

25. RENEWAL: If, prior to the Expiration Date of the Term, Resident executes a binding Housing Contract with Owner for the next succeeding term (a "New Housing Contract"), the terms of this Contract shall continue in full force and effect (without, however, any obligation of Resident to make any additional payment of Rent or Rent Installments hereunder) until the beginning of the term provided in the New Housing Contract (the "New Term"). Nevertheless, Resident shall remain liable for all amounts of Additional Rent which may be or become due and owing hereunder prior to the commencement of the New Term. If Resident does not execute a New Housing Contract as and when required by Owner, Resident may not be able to maintain Resident's current Exclusive Bed Space, Premises, and Unit in the New Housing Contract. Should Resident default on the current Housing Contract, Resident will still be responsible for the current Housing Contract and the New Housing Contract.

26. MOVE-OUT PROCEDURES: Upon termination of this Contract for any reason, Resident shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, including removing all trash from the Premises and returning furniture to its original placement. Owner shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Owner to have occurred during Resident's occupancy and use of the Premises. Resident shall pay all utility and service bills to the Premises for which Resident is responsible and cancel all utility accounts in the name of the Resident. Resident shall return to Owner all keys, access cards, and remote control devices, if applicable, issued to the Resident by Owner. If all keys, cards, and devices issued to Resident are not returned to Owner, Resident shall pay all costs associated with re-keying and replacement of locks, keys, cards, and remote devices for the Premises. Resident's failure to follow the prescribed move-out procedures may result in the partial or full application of the Deposit to cover these charges, but in no event shall such application be construed as liquidated damages. If no Deposit exists, Resident will be charged for all damages, cleaning, repairs, re-keying, and replacement costs.

27. PROPERTY LEFT IN PREMISES: Owner, in its sole discretion, shall have the right to determine when the Premises are abandoned in accordance with applicable law. If Owner reasonably concludes that Resident has vacated the Unit and surrendered possession, during the Term of the Contract, while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned. Owner shall have the right to remove personal property remaining in a Unit and Premises deemed abandoned by complying with applicable law regarding seizure of personal property. Owner shall impose reasonable charges for storing such abandoned or seized property, and may dispose of same in any manner Owner chooses in accordance with applicable law.

28. BED BUGS/PEST CONTROL: Resident must promptly notify Owner of any known or suspected bug infestation. Resident must permit Owner, and Owner's pest control agents, access to the Unit at reasonable times to inspect for or treat bed bugs. Resident must cooperate and not interfere with inspections or treatments. Owner has the right to select licensed pest control professionals to treat the Unit and building or adjacent units or buildings as necessary. Resident is responsible for having Resident's own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that Owner approves at the time that Owner requests. Resident may be required to pay all reasonable costs of cleaning and pest control treatment incurred by Owner. If Resident fails to follow these provisions, Resident may be liable for damages and will be in default, and Owner will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Contract.

29. MOLD AND MILDEW: Resident agrees to regularly inspect the Unit for water leaks, moisture, mold and mildew, in particular taking notice of discolored areas on walls and ceilings or moisture in carpets. Resident agrees to immediately notify Owner in writing if Resident detects leaks, excessive moisture, a malfunction in any part of the heating, air-conditioning, or ventilation system, or mold or mildew within the Unit.

30. HOLDING OVER: If Resident fails to surrender the Premises by the Expiration Date of this Contract and if Resident and Owner have not executed a New Housing Contract with a term commencing after the Expiration Date of this Contract, all fees and consequences as defined herein will be incurred due to such holdover. After the Expiration Date of this Contract, this Contract shall not be deemed to have been renewed or extended in accordance with applicable law.

31. PHOTOGRAPHS AND VIDEOS: Resident consents to Owner's use of photographs and/or video images of the Resident and the Premises, including those taken at functions or events sponsored by the Community, for the purpose of advertising the Community or other similar communities owned or operated by Owner. Owner may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. Resident consents to the publication of these images and waives any claims against Owner for use of such images.

32. DISCLOSURE RIGHTS: If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.

33. LIABILITY: Owner will not be liable to Resident or Resident's guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of Resident or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or Resident's personal conflict with Roommates. Owner has no duty to remove ice, sleet, or snow, but we may do so in whole or in part, with or without notice. **EXCEPT FOR OWNER'S LIABILITY ARISING UNDER APPLICABLE LAW, RESIDENT AND RESIDENT'S REPRESENTATIVES, HEIRS, ASSIGNS, AND SUCCESSORS RELEASE OWNER AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS THEREOF HEREINAFTER THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES.** RESIDENT AND GUESTS ASSUME ANY AND ALL RISKS IN CONNECTION WITH USE OF THE UNIT, THE COMMUNITY, AND THE RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE SUPPLIED FOR RESIDENT'S USE, AND AT THE USER'S SOLE RISK.

34. MILITARY PERSONNEL CLAUSE: Resident may terminate the Contract if Resident demonstrates that Resident meets the requirements under the Service Members Civil Relief Act and any applicable state law. Generally, Resident may terminate Contract if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident also may terminate the Contract if:

- (1) Resident is (i) a member of the U.S. Armed Forces or reserves on active duty, or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) Resident (i) receives orders for permanent change-of-station, or (ii) receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more.

After you deliver to us your written termination notice, the Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. After your move out, we will return your Deposit, less lawful deductions. For the purposes of this Contract, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above and receives the orders during the Contract Term and such Resident's spouse or legal dependents living in the Resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause.

35. STATE LAW: The law governing this Contract is the law of the State in which the Community is located. The Contract is performable and venue for any action shall be proper in the county in which the Community is located.

36. MISCELLANEOUS: Failure of Owner to insist upon strict compliance with the terms of this Contract shall not constitute a waiver of Owner's rights to act on any violation. In all references herein to Resident, the use of the singular number is intended to include the appropriate number as the text of this Contract may require. In the event any provision of this Contract is determined to be invalid or unenforceable, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it or its application valid or enforceable; and the validity and enforceability of all other provisions of this Contract and all other applications by any such provision(s) shall not be affected. This Contract represents the final and entire agreement between Owner and Resident and supersedes all other communications, negotiations, representations and agreements by Owner and Resident.

37. ASSIGNMENT: In the event of a transfer of Owner's interest in the Community, Owner shall have no further liability under this Contract for events occurring after such transfer. Resident shall recognize the transferee as Owner under this Contract for the remainder of the Term, and thereafter, this Contract shall continue as a direct Contract between Resident and such transferee, except that such transferee shall not be responsible for any act or omission of Owner before the transfer; be subject to any offset, defense or counterclaim against Owner accruing before the transfer; bound by any previous prepayment of more than one month's Rent Installment; or required to pay to Resident or account for any Deposit or funds of the Resident other than a Deposit or other funds actually delivered by Owner to such transferee. In the event the Community is sold to another owner, the new owner has the right to terminate all Housing Contracts within 30 days' notice at any time after the sale of the Community.

38. ADDENDA: Resident acknowledges that all addenda are considered to be a part of this Contract. Any addendum referenced in this Contract including, but not limited to, the Rules and Regulations, Guaranty of Resident Obligations, and all other addenda are hereby incorporated by reference as a part of this Contract.

39. GUARANTY: Owner requires Resident to submit an executed Guaranty of Resident Obligations. Owner, at its option and in its sole discretion, has the right to cancel the Contract in the event a binding Guaranty is not fully executed and returned to Owner within seven (7) days from the Execution Date of the Contract by Resident, or if such Guaranty is not fully executed and returned to the Owner prior to occupancy, whichever time period is shorter. Owner reserves all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to Owner of the performance of the covenants of this Contract and not

substitution of Resident's responsibilities and obligations hereunder. In the event Resident submits an executed Contract but does not submit an executed Guaranty of Resident Obligations as and when required by Owner, Owner shall have the right to require Resident to honor Resident's obligations under and comply with all obligations of this Contract. **THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE CONTRACT AS PERMITTED BY STATE LAW, INCLUDING, BUT NOT LIMITED TO, EXTENSIONS OR RENEWALS OF THE CONTRACT, WHEN RESIDENT TRANSFERS TO A DIFFERENT UNIT WITHIN THE COMMUNITY, OR WHEN RENT OR OTHER CHARGES ARE INCREASED IN ACCORDANCE WITH OR AFTER THE STATED TERM OF THE CONTRACT.**

40. NON-SMOKING COMMUNITY. In order to promote the health of our residents and their guests, this Community has been designated a Smoke-Free Environment. Smoking (including medical marijuana, electronic cigarettes or ecigarettes) is not allowed within any part of the Community, whether interior or exterior, including the Buildings, Units, Exclusive Bed Space, atriums, balconies, stairwells, and other similar building features. Smoking is defined as the inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, tobacco product, weed, plant, or other combustible substance whose smoke or vapor is intended to be inhaled, in any type of smoking equipment, including, but not restricted to, cigarettes, cigars, hookahs, pipes, electronic cigarettes or e-cigarettes. Smoking is allowed in officially posted designated smoking areas away from the Buildings.

41. RULES AND REGULATIONS: Resident acknowledges that Resident has read and agrees to abide by the Rules and Regulations furnished to Resident, and resident acknowledges that the Rules and Regulations are part of the Contract and are incorporated herein by reference. Resident further agrees to abide by all Rules that are posted in the Community amenities with respect to Resident's conduct in, on, and around the Community and Premises. Owner reserves the right to make changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein upon notice to Resident.

42. USE AND LIKENESS: The undersigned hereby irrevocably consents to and authorizes the use **The Cottages on Lindberg**, its officers and employees, of the undersigned's image, voice and/or likeness as follows: **The Cottages on Lindberg** shall have the rights to photograph, publish, re-publish, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, distribute, display or otherwise use or reuse the undersigned's image, voice and/or likeness in connection with any products or service in all markets, media or technology now known or hereafter developed in **The Cottages on Lindberg's** products or services, as long as there is no intent to use the image, voice and/or likeness in a disparaging manner. **The Cottages on Lindberg** may exercise any of these rights itself or through any successors, transferees, licensees, distributors or other parties, commercial or nonprofit. The undersigned acknowledges receipt of good and valuable consideration in exchange for this Release, which may simply be the opportunity to represent **The Cottages on Lindberg** in its promotional and advertising materials as described above. The undersigned acknowledges and authorizes the consent for any ward(s) or children under his/her legal guardianship.

Resident acknowledges that Resident has read this Contract, the Rules and Regulations, and all addenda. Resident affirms that Resident will, in all respects, comply with the terms and provisions of the Contract. **RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Contract electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

The undersigned hereby acknowledge(s) the Apartment is equipped with a functional smoke detector on each floor of the Apartment.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Agent for Owner Signature

Date