RESIDENTIAL LEASE

This LEASE AGREEMENT ("**Lease**"), dated as of [DATE], is by and between Sons of David LLC, an Indiana Limited Liability Company having an address at P.O. Box 14062, Merrillville, IN 46410 ("**Landlord**") and [ Tenant Name ], having an address at [ ADDRESS ] ("**Tenant**").

WITNESSETH THAT, in consideration of the rents, covenants, and agreements hereinafter set forth, Landlord and Tenant covenant, warrant, and agree as follows:

1. RENTAL PROPERTY. Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord the residence located at 77 Indiana Trail in Merrillville in the County of Lake and the State of Indiana ("**Property**"). The Property shall include all of the furnishings, fixtures, appliances, and other personal property, if any, itemized in Exhibit A.
2. LEASE TERM. The term of this Lease is for Twelve (12) Months ("**Lease Term**" or "**Term**") beginning on [LEASE START DATE] ("**Beginning Date**") and ending on [LEASE END DATE] ("**Ending Date**"). This Lease shall not be considered binding unless and until, the first Monthly Rent payment, in accordance with Paragraph 3, and the Security Deposit, in accordance with Paragraph 7, have been paid and collected.
3. MONTHLY RENT. Tenant agrees, without demand, to pay Landlord $12,000.00 as annual rent under this Lease to be paid $1,000.00 ("**Monthly Rent**") per month due and payable in advance on the first day of each and every month for the Term hereof.
   1. Tenant shall pay Landlord the first Monthly Rent payment along with the Security Deposit as noted in Paragraph 7 below upon signing this Lease.
   2. Monthly Rent shall be payable to Landlord at the address of the Landlord listed in the first paragraph of this Lease or as otherwise directed in writing by Landlord. Landlord reserves the right to require that all Rent (defined below) payments be made by certified check, money order, bank check, or other certified cash equivalent and will not accept any noncertified funds. No third-party checks will be accepted under any circumstances. Acceptance of a personal check from Tenant at any time or series of times shall not create a waiver on the part of Landlord to later demand payment by cash, money order, certified check, or other certified cash equivalent.
   3. Tenant acknowledges and agrees that all payments, subject to collection, received by Landlord from Tenant shall first be credited to any amounts past due, including any Additional Rent (defined below), reasonable attorney's fees, and court costs. Only in the event that all payments are current will the payment received by Landlord be applied to the current charge then due to Landlord. Rent shall be prorated for any partial month.
4. POSSESSION DATE. If the Property is not available for Tenant's possession on the Beginning Date and the delay is not Landlord's fault:
   1. Landlord will not be responsible for any loss to Tenant caused by the delay only if Landlord gives Tenant written notice of the delay in advance with the estimated date that the Property will be available for Tenant's use;
   2. This Lease will remain in effect; and
   3. Tenant will not have to pay the Monthly Rent until it receives possession of the Property.

If the Property is still not available for Tenant's possession thirty (30) days after the Beginning Date, Tenant may end this Lease by giving written notice to Landlord. After receiving this notice, Landlord must then return the Security Deposit and any Rent to Tenant.

1. USE AND OCCUPANCY OF THE PROPERTY.
   1. Tenant may use and occupy the Property exclusively as a private residence for the individual[s] listed as "Tenant" in the first paragraph of this Lease and for no other purpose. In addition to the individual[s] listed as "Tenant" in the first paragraph of this Lease, the following people may occupy the Property during the Term:

[LIST ALL OTHER OCCUPANTS AND RELATIONSHIP WITH TENANT].

* 1. If more than one Tenant is a party to this Lease, such Tenants understand and agree that they are each jointly and severally liable for all the responsibilities, liabilities, and obligations of the "Tenant" as contained in this Lease, including the payment of Rent (defined below). In the event that the full amount of the Rent is not paid, no individual Tenant will be entitled to remain in possession simply by paying a portion or a percentage portion of the overall Rent under whatever arrangement may exist among or between the Tenants themselves.
  2. Tenant shall not use or permit the use of the Property for any business, professional, commercial, immoral, improper, offensive, or unlawful purpose.

1. ADDITIONAL RENT. For the purposes of this Lease, "**Additional Rent**" shall include all amounts payable by Tenant to Landlord pursuant to the terms of this Lease, except Monthly Rent. "**Rent**" shall mean both Monthly Rent and Additional Rent. Additional Rent shall include but not be limited to the following:
   1. Late charges. In the event that any Rent is not paid in full at or before 5:00 p.m. on the fifth (5th) day of the month when due, Tenant shall pay to Landlord a late charge of $25.00 plus 15% for each additional day until all Rent is paid in full. In the event Tenant incurs a late charge, an invoice with the amount of such late charge will be mailed to Tenant, and will be payable with the following month's Rent payment. Partial payment of Rent shall be deemed nonpayment and Tenant shall be subject to late charges as set forth above.
   2. Returned check charge. In the event that Tenant's check is returned to Landlord by the bank due to insufficient funds or for any other reason, Tenant shall pay to Landlord, as Additional Rent, a returned check charge of $75.00 plus any bank charges. Returned checks shall be deemed nonpayment and Tenant shall also be subject to the late charges in Paragraph 6.1 above.
   3. Legal fees and costs. All court costs, costs for the preparation and filing of legal documents, reasonable attorney's fees, and all other related costs of legal proceedings that may be incurred by Landlord in enforcing any of Tenant's obligations under this Lease shall be paid by Tenant as Additional Rent.
2. SECURITY DEPOSIT.
   1. Upon signing this Lease, Tenant shall provide Landlord with a security deposit of $[NUMBER] ("**Security Deposit**"), equal to one and one-half times the Monthly Rent. The Security Deposit shall be held by Landlord during the term of this Lease in a separate federally insured interest-bearing account at a bank licensed and located in the State of Indiana. Landlord is hereby notifying Tenant that the Security Deposit will be held at [BANK NAME]. Tenant shall be required to pay additional money during the Lease Term as may be necessary to maintain the Security Deposit at one and one-half times the Monthly Rent. Any deficit in the Security Deposit shall be due upon demand by Landlord. Failure to pay any amount required to maintain the Security Deposit at one and one-half times the Monthly Rent shall be chargeable to Tenant as Additional Rent and subject to late fees as set forth in Paragraph 6.1 above.
   2. The Security Deposit may be used upon the expiration or earlier termination of this Lease to reimburse Landlord for unpaid Rent or for expenses or damages incurred by Landlord as a result of Tenant's failure to comply with any provision of this Lease or to meet the obligations imposed on Tenant by law. Tenant may not use the Security Deposit for the payment of Rent at any time during the term of this Lease.
   3. If Landlord sells or transfers ownership of the Property for any reason, Tenant's Security Deposit shall be transferred to the new landlord. The new landlord shall then become solely responsible for return of Tenant's Security Deposit. After the transfer, Tenant shall be provided with the name and address of the new landlord by registered or certified mail.
   4. The Security Deposit and any accrued interest, less deductions permitted by this Lease or Indiana law, shall be returned to Tenant within thirty (30) days after the expiration of this Lease. Deductions from the Security Deposit may include, but are not limited to, any unpaid Rent, costs to repair damages to the Property not due to ordinary wear and tear, or costs to remove any alterations or improvements, and any other unpaid charges owed to Landlord, including late fees. Any deductions from the Security Deposit shall be described by Landlord in an itemized statement to accompany the return of the balance of the Security Deposit. Tenant agrees to provide a forwarding address, in writing, to Landlord to receive the return of the Security Deposit. In the event Tenant fails to provide a forwarding address, the Security Deposit and statement will be sent to Tenant's last known address, which may be the Property, and Landlord shall not be liable for Tenant's delayed receipt of, or failure to receive, the Security Deposit and itemized statement.
   5. If the Property is rented by more than one person, each Tenant agrees to be responsible for dividing the refunded portion of the Security Deposit among the other Tenant[s]. Landlord may refund the Security Deposit to any Tenant identified in the first paragraph of this Lease and shall thereafter be released from further obligation to any and all Tenant[s] with regard to the Security Deposit.
   6. Tenant understands and agrees the Security Deposit is not to be considered by Tenant as payment of the last installment of Monthly Rent at the end of the Term.
3. UTILITIES. During the Term of this Lease, Tenant shall be responsible to pay for the following utilities serving the Property:

[LIST ALL UTILITIES FOR WHICH TENANT IS RESPONSIBLE]. On or before the Beginning Date, Tenant shall establish an account with the provider of each of these utilities.

In the event Tenant fails to pay for any of the above-referenced utilities and Landlord pays for them on Tenant's behalf, the amount paid by Landlord shall be chargeable to Tenant as Additional Rent. Landlord shall not be liable in any manner for any interruption in services and utilities to be provided to the Property unless such interruption is caused by Landlord's willful acts or omissions. Landlord agrees to use commercially reasonable efforts to facilitate the restoration of such services in a timely manner. Tenant shall not be entitled to an abatement of Rent in the event of an interruption of utility services to the Property.

1. CONDITION OF DWELLING PROPERTY. By accepting possession of the Property, Tenant acknowledges and agrees that:
   1. The Property is in a safe, clean, and good condition and that all appliances, fixtures, furnishings, and equipment are in good working order;
   2. Tenant will maintain the Property and all appliances, fixtures, furnishings, and equipment in the same condition except for normal wear and tear; and
   3. Landlord has made no promises to decorate, alter, repair, or improve the Property other than as permitted or required under this Lease.
2. REPAIR AND MAINTENANCE BY TENANT. Tenant shall:
   1. Promptly notify the Landlord of conditions at or in the Property that are in need of repair;
   2. At all times maintain the Property, including the appliances, furnishings, equipment, and fixtures therein, in a clean, safe, and sanitary condition. This includes maintaining appropriate climate control in order to keep the Property clean. Tenant shall also take necessary measures to retard and prevent mold from accumulating in the Property. Tenant agrees to clean and dust on a regular basis and to remove visible moisture accumulation on windowsills, windows, walls, floors, ceilings, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any heating, ventilation, or air-conditioning ducts;
   3. Obey all instructions, written or otherwise, of Landlord for the care and use of appliances, furnishings, equipment, and fixtures;
   4. Use the electric, plumbing, and other systems and facilities in a safe manner;
   5. Use no more electricity than the receptacles, wiring, or feeders to the Property can safely carry;
   6. Pay for all repairs, replacements, and damages caused by Tenant or Tenant's family, visitors, contractors, employees, or agents including, but not limited to, sewer and plumbing drainage problems caused by Tenant;
   7. Pay for or perform all snow removal and lawn care at and around the Property;
   8. Promptly remove from the Property all garbage and recycling and place them in the proper receptacles;
   9. Promptly replace all broken glass in the Property and not damage, remove, or destroy screens needed for the Property;
   10. Not engage in any activity that may cause a cancellation or an increase in the cost of the Landlord's insurance coverage;
   11. Not leave windows or doors in an open position during inclement weather;
   12. Not hang any laundry, clothing, sheets from any window, rail, porch, balcony, or yard;
   13. Not obstruct driveway, sidewalks, court yard, entry way, stairs or halls, which shall be used for ingress and egress;
   14. Keep all air conditioning filters clean and free from dirt;
   15. Keep all restrooms, sinks, toilets, and all other water and plumbing in good order and repair;
   16. Keep all radios, television sets, stereos, and noise to a minimum to not annoy or interfere with other residents;
   17. Keep nothing at or in the Property that is flammable, dangerous, or which might increase the danger of fire or other casualty;
   18. Surrender the Property in good repair and broom clean condition, reasonable wear and tear excepted, at the end or other termination of this Lease; and
   19. In the event that it becomes necessary or is deemed advisable by Landlord to use pesticides, clean, or remediate any condition in or about the Property for the protection of Tenants or to protect/preserve the Property, Tenant agrees to consent to such treatment.
3. OBLIGATIONS OF LANDLORD.
   1. During the Term of this Lease, Landlord shall be responsible for the following:
      1. Ensuring the Property is in compliance with all applicable federal, state, and local laws, regulations, statutes, and building and housing codes applicable to the Property;
      2. Performing major structural repairs to the Property, within a reasonable time after notice from Tenant. Tenant may be liable for the cost of such repairs caused by Tenant's actions pursuant to Paragraph 10; and
      3. Making any necessary repairs and replacements to the vital facilities serving the Property, including heating, plumbing, and electrical systems, within a reasonable time after notice from Tenant. Tenant may be liable for the cost of such repairs caused by Tenant's actions pursuant to Paragraph 10.

All of Landlord's obligations are dependent upon Tenant's obligation to notify Landlord promptly of any conditions requiring Landlord's attention.

* 1. Landlord is **not** responsible for the following:
     1. Damage to or loss of Tenant property;
     2. The acts of other tenants, guests, or invitees;
     3. Performing snow removal or lawn care at the Property; or
     4. Any Tenant property remaining in the Property after the expiration or earlier termination of this Lease. Such property shall be considered to be abandoned and Landlord can either keep such property or have it removed at Tenant's expense in accordance with applicable Indiana law.

1. IMPROVEMENTS AND ALTERATIONS. Tenant shall not perform any alterations or improvements to the Property without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed/be determined in Landlord's sole discretion. Alterations and improvements shall include, but not be limited to the following:
   1. Changing or removing any part of the appliances, furnishings, equipment, and fixtures;
   2. Painting or installing wallpaper or contact paper in the Property;
   3. Attaching awnings or window guards to the Property;
   4. Attaching or placing any fixtures, signs, or fences on or in the Property;
   5. Change, remove, or cause to be removed any locks on or in the Property;
   6. Attaching any shelves, screen doors, or other permanent improvements on or in the Property;
   7. Installing washing machines, dryers, fans, heaters, or air conditioners on or in the Property; or
   8. Placing any aerials, antennas, satellite dishes, or other electrical connections on or in the Property or on any exterior portions of the Property.

Any alterations or improvements to the Property completed without Landlord's written consent shall be removed by Tenant on demand from Landlord at Tenant's sole expense. Any alterations made with written Landlord approval shall become the property of Landlord when completed and paid for by Tenant. Such alterations shall remain as part of the Property at the end of the Lease Term unless Landlord demands that Tenant remove them. Tenant shall pay promptly all costs for any alterations, including all costs associated with any permits, and their removal if required. Tenant shall not allow any construction lien or other claim to be filed against the Property. If any lien or claim is filed against the Property, Tenant shall have it removed within ten (10) days. In the event Tenant fails to timely remove any lien, Landlord may remove the lien, in Landlord's sole discretion, and shall charge Tenant, as Additional Rent, the cost of such removal, including court costs and attorney's fees.

1. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, sublet, or transfer all, or partial, possession of the Property, or give accommodation to boarders or lodgers, whether paying or not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed in Landlord's sole discretion. No person other than those persons indicated in the introductory paragraph and Paragraph 5.1, if any, of this Lease may occupy the Property. An assignment, subletting, or other transfer made by Tenant without the prior express written consent of Landlord shall be voidable at the election of Landlord and shall be cause to terminate this Lease.
2. LEASE RENEWAL. Landlord may offer Tenant a new lease to take effect at the end of this Lease. The new lease may include reasonable changes, including a reasonable increase in the Monthly Rent, and shall also expressly contain a reservation of rights for claims and causes of action that arose during any prior lease term. Tenant will be notified of any proposed new lease at least Ninety (90) days before the Ending Date of this Lease. Tenant must notify Landlord of Tenant's decision to accept or reject the renewal lease at least Thirty (30) days before the Ending Date of this Lease. Tenant's failure to notify Landlord of Tenant's acceptance of the renewal lease shall be a rejection of the renewal lease and possession of the Property shall be returned to Landlord on the Ending Date.
3. ENTRY BY LANDLORD.
   1. Upon reasonable notice (either written, oral, voicemail, text message, or email), Landlord may enter the Property to post any notices required by law or to provide services, inspect, repair, improve, or to show the Property to prospective purchasers, tenants, or lenders. Notice on the day prior shall be deemed to be reasonable notice. If Tenant is not present, Landlord may enter the Property by master key.
   2. No notice of entry by Landlord shall be required in the event of emergency or emergency repair.
   3. If Tenant moves out of the Property before the Lease ends, Landlord may re-enter the Property to decorate, remodel, alter, or otherwise prepare the Property for re-occupancy by a new tenant without prior notice to Tenant and without waiving any other rights or remedies Landlord may have against Tenant pursuant to this Lease, at law, or in equity.
4. PARKING. Only ordinary size passenger vehicles of Tenant, having valid license plates, insurance, and registration, may be parked in the driveway of the Property or parking area designated by Landlord. Tenant may not be permitted to park boats, trailers, vans, campers, recreational vehicles (RVs), or trucks in the driveway or outside the Property without the prior written consent of Landlord, which consent shall be determined in Landlord's sole discretion. No motor vehicle maintenance or repair may be performed in the driveway or in or about the Property. Landlord does not provide security protection for Tenant, Tenant's vehicle[s], or any other Tenant property within the designated parking area. Landlord shall not be liable to Tenant for any loss or damage to Tenant's vehicle unless caused by the intentional acts or omissions of Landlord. Tenant must remove any vehicle which is determined to be inoperable for a period in excess of ten (10) days or Landlord will remove such vehicle and charge the cost of such removal to Tenant as Additional Rent. Landlord may immediately remove any vehicle owned by Tenant that poses a safety hazard or traffic obstruction and charge the cost of such removal to Tenant as Additional Rent.
5. PETS. Tenant shall not be permitted to have pets on the property without Landlords prior written approval. In the event that written approval for pets is granted by the Landlord the Tenant will be subject to the following:
   1. Dogs must be on a leash on the Property at all times unless in a designated fenced in area on the Property.
   2. Tenant must follow Landlord's strict rules and all local ordinances on curbing or leashing dogs and disposal of pet waste. Tenant shall be directly responsible for cleaning up all pet waste. Failure to do so may result in a fine of up to $50.00 per occurrence, chargeable as Additional Rent.
   3. All pets must be licensed by the municipality (if required) and have up-to-date rabies and any other vaccinations required by law. Landlord reserves the right to request documentation proving the foregoing.
   4. Cats must be kept inside the Property's structures at all times and will not be permitted to roam the Property.
   5. Tenant shall be liable for injuries to any individual or damage to the Property caused by Tenant's pet[s]. Landlord reserves the right to remove or to require Tenant to remove any pet that becomes dangerous to others or that repeatedly damages the Property. Tenant's failure to properly control Tenant's pet[s] or to remove a dangerous pet from the Property may be grounds for eviction of Tenant.
   6. No other types of pets or animals (including but not limited to, rodents, reptiles, and birds) are permitted on or in the Property unless as agreed upon by Landlord after Tenant's written request for same.
6. LANDLORD LIABILITY FOR LOSS OR DAMAGE.
   1. Landlord shall not be liable to Tenant or any other person for any property damage or personal injuries in or about the Property for any reason, including, without limitation, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works, or appliances, the Property's structure not being in good condition or repair, gas, fire, oil, electricity, or theft unless the damages or injuries were solely caused by or due to the intentional acts, omissions, or misconduct of Landlord, its agents, servants, or employees.
   2. If any person brings a claim against Landlord for property damage or personal injuries that occurred in or about the Property, Tenant shall hold Landlord harmless from and defend Landlord against any and all such claims, liability, or costs (including court costs and attorney's fees) unless the damages or injuries were solely caused by or due to the intentional acts or misconduct of Landlord, its agents, servants, or employees.
   3. Tenant shall reimburse Landlord as Additional Rent for all expenses and damages, including but not limited to reasonable attorney's fees, suffered by Landlord by reason any breach, violation, or nonperformance by Tenant of any covenant of this Lease, or from any other cause due to the carelessness, negligence, or improper conduct of Tenant or Tenant's family members, contractors, employees, visitors, or agents.
   4. The provisions of this Paragraph 18 shall survive the termination of this Lease.
7. RENTER'S INSURANCE. Tenant is aware that Landlord is not responsible for, and will not insure, Tenant or Tenant's family members, employees, contractors, visitors, or agents' furniture, vehicles, or other personal belongings. Landlord therefore advises Tenant, and Tenant agrees, to obtain and to keep in full force and effect during the entire Lease Term, a policy of renter's insurance. Tenant's insurance policy shall: (a) include an extended coverage endorsement; (b) be underwritten by an insurance company licensed to issue renter's insurance in the State of Indiana; (c) be in an amount sufficient to cover the insurable value of Tenant's personal possessions located in or on the Property; and (d) include liability coverage. Upon request, Tenant shall furnish Landlord with evidence of Tenant's insurance policy.
8. DEFAULT BY TENANT. Each of the following shall be considered a "**Default**" by Tenant of the terms of this Lease:
   1. Tenant's failure to comply with the terms and conditions of this Lease including, but not limited to:
      1. Nonpayment of Rent, including Additional Rent, beyond any grace period available in this Lease or under State law;
      2. Repeated late payment of Rent;
      3. Permitting unauthorized persons to live at the Property;
      4. Serious or repeated damage to anything at or in the Property;
      5. Creation of physical hazards;
      6. Serious or repeated interference with the rights of any other tenants or neighbors around the Property;
      7. Allowing liens to be placed against the Property;
      8. Making unauthorized alterations or improvements to the Property as set forth in Paragraph 12;
      9. Refusing Landlord's access to the Property in accordance with Paragraph 15; and
      10. Failure to comply with the pet policies in Paragraph 17 above.
   2. Actions of Tenant or Tenant's family members, visitors, contractors, employees, or agents that would endanger the health, safety, or welfare of any other tenants or neighbors around the Property;
   3. Tenant's failure to carry out Tenant's obligations under applicable laws, statutes, regulations, and ordinances and any homeowner’s association declaration of covenants or rules and regulations applicable to the Property;
   4. Tenant's failure to maintain the Property in a safe, clean, sanitary, and habitable condition or Tenant's failure to comply with any of the repair and maintenance responsibilities set forth in Paragraph 10;
   5. Remaining at the Property after the End Date without agreeing to a new lease, including in the event that Tenant refuses to accept any reasonable changes to this Lease requested by Landlord at the end of the Lease Term;
   6. Tenant's termination of this Lease or abandonment of the Property prior to the End Date, except where permitted in this Lease or pursuant to Indiana law;
   7. Tenant's violation of the Landlord's rules and regulations; and
   8. Other good cause, as permitted by law.

Tenant shall not be entitled to any notice or opportunity to cure a Default, unless required by the laws of Indiana.

1. LANDLORD'S REMEDIES. If a Tenant Default occurs, Landlord shall have all rights and remedies available at law and in equity, including the following:
   1. Landlord may terminate this Lease and regain possession of the Property. This is done by a court proceeding known as eviction. A complaint is served upon Tenant and Tenant must appear in court.
   2. Tenant is responsible to pay all Rent, including Additional Rent, for the entire Lease Term until the End Date, even if Landlord regains possession through eviction. Landlord may sue Tenant to collect such Rent. If Landlord rents the Property to a new tenant, Tenant shall be credited with the amount of rent payable by the new tenant. If the rent received from the new tenant is less than the Rent payable by Tenant in accordance with this Lease, Tenant shall be responsible to pay the difference through the End Date of this Lease. Tenant shall not be entitled to any excess rent Landlord may collect from the new tenant.
   3. Tenant must reimburse Landlord for all of the costs and expenses resulting from Tenant's Default, including but not limited to:
      1. Costs and expenses incurred by Landlord to repair anything at or in the Property due to Tenant's damages to same;
      2. Costs and expenses incurred by Landlord when performing any of the tenant's responsibilities on the Tenant's behalf that are contained in this Lease;
      3. Costs and expenses incurred by Landlord when paying for any municipal fines caused by the conduct of Tenant;
      4. Costs and expenses incurred by Landlord associated with re-renting the Property, including renovating, redecorating, and brokerage fees; and
      5. Landlord's reasonable attorney's fees, court costs, and other expenses associated with Tenant's Default. However, if tenant is successful in any action or summary proceeding arising out of this lease, tenant shall recover attorney's fees or expenses, or both from landlord to the same extent landlord is entitled to recover attorney's fees or expenses, or both as provided in this lease.

The foregoing costs and expenses shall be chargeable to Tenant as Additional Rent. Landlord's exercise of any available remedy shall not be deemed a waiver of any other available remedy. Furthermore, Landlord expressly reserves any rights for claims and causes of action that may have arisen in any prior lease term (if applicable) with Tenant.

1. FIRE OR OTHER CASUALTY.
   1. Tenant shall immediately notify Landlord of any fire or other casualty that occurs to the Property.
   2. Subject to Paragraph 22.7 below, if the Property is uninhabitable due to such fire or casualty, Tenant's obligation to pay Rent shall cease until the Property is restored by Landlord.
   3. Subject to Paragraph 22.7 below, if only a part of the Property is uninhabitable, Rent shall be adjusted proportionally, based on the proportion of the Property still inhabitable by Tenant, until the Property is restored.
   4. Landlord shall repair the Property within a reasonable period of time. Landlord shall not be obligated to repair or restore any alterations or improvements made by Tenant to the Property.
   5. In the event that more than half of the Property is rendered uninhabitable due to fire or other casualty, Landlord will provide Tenant a notice of the estimated time needed to repair the fire or casualty damage. In the event the time required to repair the Property, as determined by Landlord in Landlord's sole discretion, exceeds Ninety (90) days, either Landlord or Tenant may terminate this Lease upon written notice to the other party within Forty-Five (45) days of Tenant's receipt of Landlord's notice.
   6. In the event the Property is totally destroyed due to fire or other casualty, this Lease shall terminate automatically. Tenant shall pay Rent to the date of such destruction.
   7. In the event the fire or other casualty is caused by Tenant or Tenant's family members, employees, contractors, agents or visitors, Tenant shall pay for all repairs and other damages and Rent shall not abate during the period that the Property is not habitable.

Nothing contained in this Paragraph 22 shall be interpreted to relieve Tenant of any obligation to pay Rent, including Additional Rent, which accrued prior to the date of the fire or other casualty.

1. GOVERNMENTAL TAKING.
   1. If the whole or any substantial part of the Property is taken for any public purpose or use or for any quasi-public use under governmental law, ordinance, or regulation, by right of eminent domain, or by private purchase in lieu of condemnation, and the taking would render the Property uninhabitable, this Lease shall terminate and the Rent shall be abated upon the date that the physical taking of the Property occurs.
   2. If part of the Property is taken for any public or quasi-public use under any governmental law, ordinance or regulation, by right of eminent domain, or by private purchase in lieu of condemnation, and this Lease is not terminated as provided in Paragraph 23.1, Rent shall be adjusted proportionally, based on the proportion of the Property still inhabitable by Tenant, and Landlord shall restore the Property to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under all the circumstances.
2. QUIET ENJOYMENT. Tenant may peacefully and quietly enjoy the Property during the Term as against all persons or entities claiming by, through or under Landlord subject, however, to the provisions of this Lease and to the priority of any mortgages or ground leases.
3. CONDITION OF PROPERTY AT TERMINATION OF LEASE. At the termination of this Lease, Tenant shall leave the Property and all furnishings, fixtures, equipment, and other property belonging to Landlord including appliances in clean and good condition, except for normal wear and tear from reasonable use. Tenant shall remove all of Tenant's personal property and any alterations and improvements completed by Tenant and repair all damage caused by such removal. If Tenant does not meet these obligations, Landlord may clean the Property and repair or replace any appliances, furnishings, equipment, or other fixtures in the Property that have been damaged by Tenant. Landlord's reasonable costs of such cleaning, repairing, and replacement shall be charged to Tenant as Additional Rent or against Tenant's Security Deposit.
4. COMPLIANCE WITH LAWS. Tenant must comply with all laws, orders, rules, and requirements of governmental authorities and insurance companies.
5. GOVERNING LAW. This Lease shall be governed and construed in accordance with the laws of the State of Indiana, without regard to principles of conflicts of laws. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which shall continue to be in full force and effect.
6. NO WAIVER.
   1. If at any time Tenant makes a payment to Landlord for any amount which is less than the full amount due and owing to Landlord, Landlord's acceptance of this amount shall not be considered a settlement or satisfaction of the full amount due. Landlord shall be considered to have accepted the partial payment without prejudice and subject to Landlord's right to collect the balance and to exercise any and all other rights available to Landlord under this Lease and by law. Landlord's additional rights shall include the right to collect from Tenant all attorney's fees and other expenses incurred by Landlord in enforcing any of the obligations of Tenant or rights of Landlord under this Lease. These costs are due and collectible as Additional Rent.
   2. The failure of Landlord to insist upon strict performance of any of the terms, conditions, and agreements of this Lease shall not diminish in any way Tenant's obligation to comply fully with the terms of this Lease in the future. The failure of Landlord to insist upon strict performance by Tenant also shall not diminish any rights or remedies that Landlord may have under this Lease or at law or equity.
7. SUBORDINATION AND TENANT'S LETTER.
   1. This Lease and Tenant's rights are subject and subordinate to present and future mortgages and ground leases on the Property, including modifications and alterations to such mortgages and ground leases. This means that if those underlying mortgages or ground leases on the Property are changed, or foreclosure or other proceedings based upon any mortgage or ground lease is brought against the Property or Landlord, the rights of the parties holding such mortgages or ground leases are greater than Tenant's rights. Landlord may execute any papers on Tenant's behalf as Tenant's attorney-in-fact to indicate such subordination.
   2. If requested by Landlord, Tenant shall endorse a letter stating: (a) that this Lease is in effect; (b) that Tenant has no rights to the Property other than as stated in this Lease; (c) that Tenant has paid the Rent to date; (d) the Tenant has not prepaid any Rent; (e) the Tenant holds no options or first rights of refusal to purchase the Property; and (f) such other reasonable and true statements with regard to this Lease and Tenant's occupancy of the Property as Landlord may request.
8. RULES AND REGULATIONS. Tenant shall comply with the following rules and regulations for safety and care of the Property: [INSERT ANY RULES AND REGULATIONS HERE/see attached Exhibit B].
9. NO REPRESENTATIONS. Tenant has read this Lease and acknowledges that no oral representations have been made by Landlord except as contained in this Lease.
10. MODIFICATIONS. This Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Landlord and Tenant.
11. ATTORNEY PREPARED. This Lease has been prepared by an attorney at law and not by a real estate agent or broker. Both Landlord and Tenant acknowledge that they have had the opportunity to review this Lease with their separate attorney prior to signing this Lease. Both Landlord and Tenant understand and agree that this Lease takes effect when signed and there is no attorney review period after signing.
12. CERTIFICATE OF OCCUPANCY, SMOKE DETECTORS, CARBON MONOXIDE ALARM, AND PORTABLE FIRE EXTINGUISHER COMPLIANCE. Landlord shall be responsible for obtaining a certificate of occupancy (if applicable) and any certificate of smoke detectors, carbon monoxide alarm, and portable fire extinguisher compliance, as required by law. If such alarms located in the Property are battery operated, Tenant shall be responsible for their maintenance (including changing batteries) during the Lease Term.
13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, by adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.
14. CAPTIONS. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.
15. CARBON MONOXIDE. There are two carbon Monoxide detectors in the property.
16. SMOKE DETECTORS. There are two smoke detectors inside the property.
17. ENTIRE AGREEMENT. This Lease contains the entire agreement between Landlord and Tenant, and may not be changed except in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

|  |  |
| --- | --- |
|  | Sons of David, a State of Indiana LLC |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: |

|  |  |
| --- | --- |
|  | TENANT |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: |

[Exhibit A

furnishings, fixtures, and personal property]

[Exhibit B

rules and regulations]