

# INDIANA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**LANDLORD:** \_\_\_\_\_ ("Landlord"), with a mailing address of:

\_\_\_\_\_  
\_\_\_\_\_

AND

**TENANT(S):** \_\_\_\_\_ ("Tenant").

## I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the real property and improvements located at the following address (the "Premises"):

\_\_\_\_\_

City of \_\_\_\_\_, State of Indiana, Zip Code

\_\_\_\_\_.

## II. TERM

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** The lease shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon the end of the term, this Agreement shall:

☐ Terminate.

☐ Convert to a month-to-month tenancy.

☐ **MONTH-TO-MONTH:** The lease shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continue on a month-to-month basis until terminated by either party with at least thirty (30) days' written notice.

## III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$

\_\_\_\_\_ per month.

Rent is due on the \_\_\_\_\_ day of each month.

Rent shall be paid by the following method(s):

☐ Cash   ☐ Check   ☐ Money Order   ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: \_\_\_\_\_

Payment instructions:

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#### **IV. SECURITY DEPOSIT**

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ \_\_\_\_\_ as a Security Deposit.

##### **Statutory Compliance (Indiana Code 32-31-3):**

1. The Security Deposit will be held to secure the Tenant's performance of obligations under this Agreement.
2. In accordance with Indiana Code Section 32-31-3-12, the Landlord shall return the Security Deposit, less any lawful deductions, to the Tenant within forty-five (45) days after the termination of the rental agreement and delivery of possession.
3. The Landlord must provide a written itemized list of any damages and the estimated cost of repair for each item if any portion of the deposit is withheld.
4. The Tenant must provide the Landlord with a forwarding address in writing to receive the Security Deposit refund and itemization.

#### **V. LATE CHARGES AND RETURNED CHECKS**

If rent is not paid by the \_\_\_\_\_ day of the month, the Tenant shall pay a late fee of:

☐ \$ \_\_\_\_\_

☐ \_\_\_\_\_ % of the monthly rent.

If any check offered by the Tenant to the Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other

reason, the Tenant shall pay the Landlord a returned check fee of \$

\_\_\_\_\_ .

## **VI. UTILITIES AND SERVICES**

The parties agree that utilities and services for the Premises shall be paid as follows:

### **Electricity:**

☐ Landlord   ☐ Tenant

### **Gas/Heat:**

☐ Landlord   ☐ Tenant

### **Water/Sewer:**

☐ Landlord   ☐ Tenant

### **Trash Removal:**

☐ Landlord   ☐ Tenant

### **Cable/Internet:**

☐ Landlord   ☐ Tenant

### **Snow Removal:**

☐ Landlord   ☐ Tenant

### **Lawn Care:**

☐ Landlord   ☐ Tenant

## VII. OCCUPANTS

The Premises shall be occupied only by the Tenant and the following individuals:

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Guests staying more than \_\_\_\_\_ days without the  
Landlord's written consent shall be considered a breach of this Agreement.

## VIII. PETS

☐ **NO PETS:** No pets are allowed on the Premises.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s):

Description of Pet(s):

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Pet Fee (Non-refundable): \$ \_\_\_\_\_

Pet Deposit (Refundable): \$ \_\_\_\_\_

## IX. USE OF PREMISES

The Tenant shall use the Premises for residential purposes only. The Tenant shall not use the Premises for any illegal purpose or in any manner that disturbs the peace and quiet of neighbors.

## **X. CONDITION OF PREMISES AND INSPECTION**

The Tenant has inspected the Premises and accepts them in "AS IS" condition, acknowledging that the plumbing, heating, and electrical systems are in good working order, except as otherwise noted in writing.

## **XI. MAINTENANCE AND REPAIRS**

### **Landlord's Obligations (Indiana Code 32-31-8-5):**

The Landlord shall:

1. Deliver the Premises in a safe, clean, and habitable condition.
2. Comply with all health and housing codes applicable to the Premises.
3. Maintain the electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems in good and safe working condition.

### **Tenant's Obligations (Indiana Code 32-31-7-5):**

The Tenant shall:

1. Comply with all obligations imposed primarily on tenants by applicable provisions of health and housing codes.
2. Keep the Premises reasonably clean.
3. Not deface, damage, destroy, or remove any part of the Premises.
4. Ensure that smoke detectors are functional and not disabled (Indiana Code 32-31-5-7).

## **XII. RIGHT OF ENTRY**

Pursuant to Indiana Code Section 32-31-5-6, the Landlord shall have the right to enter the Premises to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or

improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

Except in case of emergency, the Landlord shall give the Tenant reasonable notice (generally accepted as 24 hours) of the intent to enter and shall enter only at reasonable times.

### **XIII. SMOKE DETECTORS**

In accordance with Indiana Code Section 32-31-5-7, the Landlord confirms that the Premises is equipped with functional smoke detectors. The Tenant acknowledges that it is the Tenant's responsibility to test the smoke detectors to ensure they are working and to replace batteries as needed. The Tenant agrees not to tamper with or disable the smoke detectors.

### **XIV. LEAD-BASED PAINT DISCLOSURE**

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

The Premises was built:

- ☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure Form).
- ☐ After 1978.

### **XV. FLOOD PLAIN DISCLOSURE**

Is the lowest floor of the structure, including the basement, at or below the one hundred (100) year frequency flood elevation?

- ☐ Yes   ☐ No

### **XVI. MANAGER DISCLOSURE**

Pursuant to Indiana Code Section 32-31-3-18, the Landlord discloses the following person authorized to manage the Premises and receive service of process and notices:

Name: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

#### **XVII. DEFAULT**

If the Tenant fails to pay rent when due, or fails to comply with any term of this Agreement, the Landlord may terminate this Agreement by providing the appropriate notice as required by Indiana law.

#### **XVIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

#### **XIX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

#### **XX. ADDITIONAL TERMS AND CONDITIONS**



Additional provisions are as follows:

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## **XXI. SIGNATURES**

### **LANDLORD:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

### **TENANT:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

### **TENANT (Co-Signer if applicable):**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

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NOTARY ACKNOWLEDGMENT\*\*

State of Indiana

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Tenant), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

Printed Name of Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Seal)