**Indiana Dunes Home – Sand Prairie Properties**

**Rental Agreement**

**9581 Oak Ave**

**Gary, IN 46403**

THIS RENTAL AGREEMENT is executed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by Sand Prairie Properties, LLC of 9117 Beech Ave, Munster, IN 46321 ("Landlord"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Tenant”).

**AGREEMENT**

In consideration of the mutual covenants contained in this Rental Agreement, Landlord and Tenant agree as follows:

**1. Rented Premises**. Landlord rents to Tenant, and Tenant hires from Landlord, on the terms and subject to the conditions contained in this Rental Agreement, the premises situated in Miller Beach, Gary, Lake County, Indiana, commonly known as (the "Premises").

**2. Term.** The term of this Rental Agreement shall commence on Saturday, \_\_\_\_\_\_\_\_\_\_\_\_, 2019 and shall continue until 10:00am Saturday\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019. Check in shall be 4:00 pm or later to allow for cleaning after previous tenants.

**3. Rental Period Confirmation.** Landlord shall, upon receipt of the signature page of this Rental Agreement and down payment as required in 4, confirm the rental period as specified in 2. Pending confirmation, rental period will be held by Landlord and not confirmed to any other party. **Should Landlord not receive Rental Agreement signature page, completed and signed by tenant and down payment within 5 days of the execution date of this Rental Agreement as noted at the top of this page, the rental period will be released and available to other interested parties.**

**4. Payments.** Tenant shall pay Landlord the sum of: **$2,100** rent plus 7% tax ($147) payable as follows**: 1. $1,050 due up front to secure rental period 2.**  **Remaining $1,197 due at least 2 weeks prior to the commencement date of this Rental Agreement as noted in 2. A security deposit of $350 is also due 2 weeks prior to the commencement date (see 6. for details). Rent balance and deposit to be paid with separate checks payable to: Jill Feikema, Sand Prairie Properties, LLC.**

**All payments should be mailed to the following address unless other arrangements are made:**

***Jill Feikema***

***Sand Prairie Properties LLC***

***9117 Beech Ave***

***Munster, IN 46321***

**5. Cancellation Policy.** Cancellations or date changes must be received **IN WRITING** (US mail or email) at least 30 days prior to the commencement date of this Rental Agreement as noted in 2. For cancellations at least 30 days prior to the commencement date, any down payment will be returned less a $100 cancellation fee. For cancellations within 30 days of arrival, tenant forfeits ½ of the rent. If a security deposit was made, it will be returned in full. Landlord may, upon successful re-renting of the dates cancelled by tenant, return forfeited rent less a $200 cancellation fee.

**6. Security Deposit.** Tenant shall deposit with Landlord the sum of $300 as stated in 4 (at least 2 weeks prior to arrival). This security deposit shall be held by Landlord for the faithful performance by Tenant of Tenant’s obligations under this Rental Agreement. Landlord will hold the security deposit until the end of the rental period. The security deposit may be used by Landlord to compensate for any itemized damages or losses to the Premises (reasonable wear and tear and damage due to the elements excepted) and/or need for **excessive** cleaning (reasonable cleaning covered by rent). Some examples of conditions requiring excessive cleaning: not leaving the oven and/or grill clean; stained towels, linens, etc.; unreasonable amount of laundry (bedding, towels, etc.); inadequate cleaning of pots/pans/utensils/appliances, etc. The security deposit may also be used to reimburse Landlord for any fines assessed Landlord due to Tenant’s failure to abide by the rules as explained in 11. and Attachment A. The security deposit, less any deductions, along with an itemized list of damages, applicable fines, and/or excessive cleaning, shall be returned to Tenant within thirty (30) days of the end of the rental period as specified in 2.

**7. Cleaning.** Reasonable cleaning included in rent. Excessive cleaning to be covered by security deposit as noted in 6.

**8. Occupancy.** The number of occupants may not exceed the number of sleeping spots provided or allowed by Landlord for this property.

**9. Rules.** Tenant agrees to abide by all rules concerning the Premises and common East Edge Property Association areas, whether promulgated before or after the execution of this Rental Agreement. These rules are outlined in **Attachment A** to this Rental Agreement and are also posted in plain sight in the kitchen area of the premises. Rules may be modified, amended or canceled by Landlord at any time during the term of this Rental Agreement. Violation of any rules by Tenant shall constitute a breach of this Rental Agreement. Since Landlord is responsible for Tenant’s actions, an infraction of the rules may result in a fine to Landlord from the East Edge Property Association. Any such fines will be passed on to Tenant for reimbursement. Tenant’s security deposit may be used for such a reimbursement.

**10. Inspection.** Landlord, or Landlord’s agent, shall have the right to enter the Premises at any reasonable time and upon any reason­able notice for the purpose of inspecting the Premises, showing the Premises to prospective tenants or purchasers or for the purpose of making necessary repairs. In the event of an emergency, Landlord shall be permitted to enter the Premises without notice for any purpose reasonably connected with the emergency.

**11. Disclaimer and Indemnification.** Landlord shall not be liable for any damage or injury occurring on or about the Premises to Tenant, Tenant’s family members, guests or invitees, or to any personal property whatsoever that may be on the Premises, except in the case of Landlord's failure to perform or negligent performance of a duty imposed by law. All personal property on the Premises shall be there at the risk of Tenant only. Tenant agrees to protect, indemnify and hold Landlord harmless from and against any and all loss, costs, expense, (including legal expenses, court costs and reasonable attorney’s fees through all appellate and enforce­ment or collection proceedings), damage or liability arising out of any accident or other occurrence on the Premises or any part of the Premises causing injury to any person or property, no matter how caused, except in the case of Landlord's failure to perform or negligent performance of a duty imposed by law.

**12. Default.** The following shall constitute a default by Tenant under this Rental Agreement unless Landlord makes exception:

(a) Tenant's failure to have rent and security deposit paid in full at least two weeks prior to arrival.

(b) Tenant's failure to comply with or perform any covenant or condition of this Rental Agreement (other than payment of rent).

In the event of a default by Tenant under this Rental Agreement, Landlord may exercise any remedy available under law or in equity, including, without limitation, re-entering and repossessing the Premises and removing Tenant. There shall be no refund of rent.

**13. Holding Over.** Any holding over after the expiration of the term of this Rental Agreement, unless pursuant to the express written consent of Landlord, shall be construed as a per night rental at a rate of $450/night, which shall be governed by all applicable terms of this Rental Agreement.

**14. Fire or Destruction.** If the Premises, or any sub­stantial part of the Premises, shall be destroyed by fire or other casualty so as to render them untenantable, Landlord shall have the right to terminate this Rental Agreement upon written notice to Tenant. Under no circum­stances shall Landlord be obligated to rebuild or restore all or any part of the Premises in the event of damage or destruction. Landlord may elect to restore the Premises to a tenantable condition without terminating this Rental Agreement. In such event, Landlord shall do so as expediently as is practicable and rent shall abate entirely if the entire Premises are rendered untenantable, and be prorated for any portion rendered untenantable if only a part is untenantable, until restored to a condition ready to be occupied again by Tenant.

**15. Alterations.** Tenant shall make no structural alterations in or about the premises or make any changes in the interior of the Premises, including the equipment therein. This includes such work as installation of additional locks, nails, bolts or screws in the doors, trim or sill; tacking or cementing carpets, rugs or linoleum on the floor; attaching items or wallpaper to walls; providing additional electrical wiring and erecting television, radio or C.B. aerials or connections. Upon demand, Tenant shall reimburse Landlord for any damages resulting from unauthorized alterations by Tenant.

**16. Cleaning and Maintenance of Property.** Tenant shall at all times keep the Premises and fixtures therein in a clean and sanitary condition. Tenant shall immediately clean anything which Tenant has spilled or dropped in the residence or on the grounds or on East Edge common areas.

**17. Plumbing.** Tenant shall be responsible for any expenses caused by Tenant’s clogging the waste traps in the Premises. Coffee grounds or similar waste matter, rubbish, rags, sweepings and so forth shall not be placed in sinks, bath or laundry tubs or toilet bowls. Any damage to or clogging of garbage disposals, dishwashers or toilets caused by Tenant's deposit of foreign matters shall be the responsibility of Tenant.

**18. Moving**. Any damages to the Premises caused by Tenant's moving in or out shall be the responsibility of Tenant.

**19. Flammable Materials**. Tenant shall not use or keep flammable or explosive materials on the Premises or in garage or storage rooms. Tenant may not use any method of heating other than that supplied by Landlord.

**20. Laundry.** No laundry or drying equipment other than that supplied by the Landlord shall be used in the Premises without the express written permission of the Landlord.

**21. Landscaping.** Tenant is expected to preserve landscaping by not cutting, picking, burning or damaging dune grass, flowers, trees or shrubs, or destroying landscaping in any way. The flora surrounding the premises are fragile and any costs associated with the restoration of the landscaping will be the responsibility of the Tenant.

**22. No Waiver.** Landlord's failure to enforce any term of this Rental Agreement shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount of the rent.

**23. Severability.** The invalidity or unenforceability of any provision of this Rental Agreement shall not affect the enforceability or validity of remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

**24. Construction.** The parties agree that this Rental Agreement accurately reflects the intent and understanding of each party and should not be construed against a party because that party drafted the Agreement if there is any dispute over the meaning or intent of any provision.

**25. Governing Law.** This Rental Agreement is being executed and delivered and is intended to be performed in the State of Indiana and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Indiana.

**26. Headings.** The headings to the various paragraphs contained in the Rental Agreement have been inserted for convenient reference only and shall to no extent affect the meaning or interpretation of this Agreement.

**27. Counterparts**. This Rental Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which shall constitute one instrument.

**28. Merger or Modification.** This constitutes the entire agreement between the parties with respect to the subject matter of this Rental Agreement, and any prior discussion, negotiations and agreements between the parties are merged in this Agreement.

**29. Amendment.** This Rental Agreement may be amended only in writing executed by all parties.

**30. Words and Gender or Number.** Unless the context clearly indicates the contrary, the singular number, as used in this Agreement, shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

**31. Consent to Jurisdiction and Venue.** In the event of legal proceedings on or concerning this Rental Agreement, each party to this Agreement consents to being subject to the personal jurisdiction of the courts of the State of Michigan as to any and all claims, defenses, counter claims, cross claims or third party claims. The parties further stipulate to venue in the Lake County courts.

**32.** **NOTICE. INDIANA LAW ESTABLISHES RIGHTS AND OBLIGA­TIONS FOR THE PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH-IN-RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WISH TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**

By signing this Rental Agreement, the parties acknowledge that they have read this document, they know its contents and they are voluntarily signing it.

**SAND PRAIRIE RENTAL AGREEMENT SIGNATURE PAGE**

**Dates reserved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LANDLORD**

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

Jill Feikema

Indiana Dunes Home - Sand Prairie Properties LLC

9117 Beech Ave

Munster, IN 46321

219 741 2170 (Jill’s cell)

219 923 9107 (home)

**TENANT**

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

**Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Home Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mobile Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sand Prairie Properties Master Last Revised: 3/7/2019**

**ATTACHMENT A**

**East Edge Association Rules**

**The following rules are in place to promote and maintain a safe, clean, family-friendly environment within the East Edge Association in general and Sand Prairie, in particular. All East Edge property owners/guests/renters are asked to follow these rules. Failure to do so may result in the assessing of fines. If another member/guest/renter’s violation of any of these rules is infringing on your ability to enjoy your stay at Sand Prairie, please contact Jill Feikema at (219) 741-2170**

* **No pets are allowed in the Sand Prairie Indiana Dunes Home or on the premises without prior written consent from Sand Prairie LLC**
* **No use of tents on the premises without prior written consent from Sand Prairie LLC.**
* **No smoking of any kind in the townhome, balcony or patio areas. Debris from smoking outside must be completely cleaned up.**
* **Leaving litter of any kind (cigarette butts, water balloons, candy wrappers, cans, etc.) on the premises may result in an excessive cleaning charge (deducted from security deposit as noted in 6).**
* **Landscaped and natural areas, roads, parking areas and common elements must not be obstructed in any way or used for purposes other than those for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements.**
* **Do not trespass or cause anyone or anything (vehicles, etc.) to trespass onto anyone else’s property.**
* **No ATV’s may be operated on East Edge Association common areas.**
* **All fires on the premises or upon the common elements must be contained in the fire pit provided and kept at a safe size. The fire pit is a common area shared by the East Edge Association properties and use of the fire pit may be prohibited if conditions are too dry to allow it to be used safely.**
* **Loud music from car systems, speakers, or any other source is not allowed.**
* **No use of any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similarly dangerous devices is allowed anywhere on or about the Association premises. Use of any of these items will be cause for immediate eviction from the property.**
* **No fireworks, bottle rockets, or similar items are allowed anywhere in East Edge.**
* **All vehicles, trailers, etc. must be parked in the driveway of the premises and may not block access of the adjoining driveway. Vehicles cannot be parked alongside the road or on any part of the landscaping.**
* **Per Miller Beach ordinance, quiet time starts at 11:00pm and ends at 9:00am and must be observed by all residents/guests/tenants.**
* **No immoral, improper, unlawful, or offensive activity shall be carried on in the townhome, on the premises, or upon the East Edge common elements, nor shall anything be done which may be or become an annoyance or nuisance to others.**