

STATE OF INDIANA
RESIDENTIAL LEASE

THIS AGREEMENT or LEASE is made and entered into by and between [Tenant's name], (hereinafter referred to as "Tenant"), and the State of Indiana, acting by its Department of Administration, for and on behalf of _____ [State Agency & Facility], (hereinafter referred to as "Landlord").

In consideration of the promises and obligations specified in this Lease, the Landlord and Tenant agree as follows:

I. STATE-OWNED HOUSING UNIFORM POLICY

Tenant, by execution of this Lease, represents that he/she has read and understands the Policy on the Management, Maintenance, and Use of State-Owned Housing Facilities (the "Policy"), revised on February 5, 2020, and agrees to be bound by the terms of the Policy, incorporated by reference into this Lease and made a part hereof.

Landlord, by execution of this Lease, represents that Tenant meets at least one of the Criteria for Occupancy of State-Owned Housing identified in Section VI of the Policy. This Tenant qualifies under criteria [A, B, C, D, and/or E] of Section VI of the Policy. (Identify the appropriate criteria under which this employee has been issued housing.)

II. DESCRIPTION OF LEASED PREMISES

Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant a certain residential unit known as unit number _____ ("Premises") with a common address of _____, located on the grounds of _____ (hereinafter referred to as "Facility").

III. TERM OF LEASE

This Lease shall be effective for a period of ____ () months, commencing on _____, and will end, _____, unless terminated earlier or as otherwise specified within this Lease.

IV. RENT

The total agreed rent for the entire term shall be \$ _____, to be paid in biweekly amounts of \$ _____, through biweekly payroll deductions as authorized through a properly executed AS-47 form or such other paperwork necessary for a valid payroll deduction. Tenant shall cooperate with Landlord to execute all necessary forms for payment of rent by payroll deduction.

Cancellation of the payroll deduction shall be considered a notice to vacate the Premises and the Landlord shall initiate appropriate actions to terminate the Lease and evict Tenant.

Tenant agrees that the State's liability, if any, under this Lease is limited to compensatory damages and expressly waives any statutory remedy that may arise with regard to said income withholding agreement.

V. OPTION TO RENEW

Landlord may grant Tenant an option to renew this Lease for three (3) additional terms of one (1) year each, provided Tenant continues his/her employment in a capacity that would qualify him/her to be eligible for state-owned housing pursuant to the Policy. Landlord will send Tenant a notice in writing sixty (60) days prior to the expiration date of this Lease notifying Tenant that the Lease has been approved for another one-year lease term. The Facility shall simultaneously provide a copy of the Notice to Renew and an updated Exhibit "B" (Proof of Insurance) to Landlord and the Department of Administration. The rental amount for any renewal term will be contained within the Notice to Renew, which notice shall be incorporated by reference into the Lease and become a part of the Lease, and rent shall be collected in the same manner as specified in Section IV above.

VI. GENERAL USE BY TENANT

The Premises shall be used by Tenant only for the purpose of a personal residence for Tenant and his/her spouse and dependent family members and for no other purpose.

VII. TENANT'S BASIC RESPONSIBILITIES

Tenant shall be responsible to follow the basic guidelines set forth within this Lease, while residing within the Premises:

- A. Tenant shall respond immediately to emergency situations or demands at the Facility.
- B. Tenant shall acquaint himself/herself with all emergency procedures in order to respond accordingly.
- C. Tenant shall maintain the Premises and surrounding grounds in a neat and orderly fashion and in compliance with all policies and procedures set forth within this Lease and within such additional policies and procedures of the Facility as set forth and attached to this lease as Exhibit "A".
- D. Tenant shall follow all policies and procedures of Landlord.
- E. Tenant shall be responsible for the behavior of his/her family members residing within the Premises, as well as guests visiting the Premises.

- F. Tenant shall keep all pets indoors, on a leash or chain, inside a fenced area or kennel, or supervised at all times. No pets will be allowed to roam unsupervised on state property.
- G. Tenant shall not keep any firearms on the Premises unless registered, if required by law, and secured pursuant to Landlord's instructions. Where this lease is being entered into by a facility that is governed by IC 35-47-9-2, Tenant shall not keep any firearms on the Premises.
- H. Tenant shall be responsible, at Tenant's expense, for all routine maintenance of the Premises, including but not limited to:
 - 1. Cleaning of interior and exterior surfaces of windows;
 - 2. Cleaning of carports, garages, storage spaces, porches, steps, patios, walks, and driveways;
 - 3. Cleaning inside walls, woodwork, floors, and carpets;
 - 4. Cleaning lighting fixtures and window treatments;
 - 5. Cleaning stoves, refrigerators, ovens, sinks, tubs, toilet fixtures, and similar household equipment;
 - 6. Keeping trash and debris picked up on a regular basis rather than on a periodic basis;
 - 7. Replacement of light bulbs during the period of occupancy; and
 - 8. Routine lawn care where institution does not provide.

VIII. LANDLORD'S BASIC RESPONSIBILITIES

Landlord shall provide at Landlord's expense major maintenance, repair, and renovation services, as well as certain utility services and heat for the Premises. Additional items for which Landlord will be responsible are as follows:

- 1. Pest control;
- 2. Plumbing repairs and upgrades;
- 3. Electrical repairs and upgrades;
- 4. Structural repairs and upgrades;
- 5. Roof leaks;
- 6. Window repairs;

7. Lock replacement;
8. Replacement of flooring;
9. Paint, both interior and exterior;
10. Repair and re-paving driveways;
11. Any additional repairs or replacements that the Facility deems appropriate and that they find to be the responsibility of the Landlord.

IX. FURNISHINGS

Should the Premises contain items owned by Landlord, an Attachment labeled "Furnishings Inventory" will be attached to this lease listing the items and an estimate in value at the time of the signing of this Lease. Tenant shall be granted the right to use these items while residing within the Premises. However, should these items become broken or destroyed through negligence or abuse by Tenant, Tenant shall reimburse Landlord the amount of value placed upon the item at the time of the signing of this Lease. Should the item become damaged or unusable due to normal wear and tear, Landlord, at its discretion, shall decide whether to replace the item.

X. ACCESS TO THE PREMISES

Landlord reserves the right to access the Premises by a designated representative at any and all reasonable times for purposes including but not limited to:

1. Annual inspections;
2. Periodic inspections;
3. Inspections at the time of vacating the Premises;
4. Repairs and replacements; and
5. Emergency situations.

Denial of entrance to the Premises by Tenant shall constitute a breach of this Lease and may subject Tenant to disciplinary action, including but not limited to notice to vacate the Premises.

XI. LOSS OR DAMAGE TO RESIDENCE

Notwithstanding any provision in this Lease to the contrary, if the Premises are destroyed or damaged through no fault of Tenant, to such an extent as will make the Premises untenable, Landlord will temporarily house Tenant in comparable alternate state-owned housing, if available, at the current rental rate of the alternate housing, but not to exceed the rent of the

damaged property. Upon request of the Facility and approval of the Department of Administration, a decision will be made whether to rebuild the damaged property. Landlord shall have the final decision whether to rebuild the Premises.

XII. HOLD HARMLESS

Tenant agrees to hold Landlord harmless for any claims of damages to persons or property and any other costs or expenses relating to or arising from any accident or occurrence due directly to Tenant's use and occupancy of the Premises which is not due to the fault of Landlord.

XIII. INSURANCE

Tenant shall be required to maintain renter's insurance to cover his/her personal property and liability at his/her own expense. The policy shall name the State of Indiana as an additional insured as to liability only. Provision of insurance shall not be deemed an election of remedies. A copy of this policy shall be attached to this document and referenced as Exhibit "B". Tenant shall provide any notice of renewal or cancellation of such insurance to Landlord and the Department of Administration.

XIV. OPERATION OF BUSINESS VENTURES

Tenant and any or all family members residing within the Premises shall not use the Premises for the purposes of conducting business or any other profit-making activities, including but not limited to retail, service or wholesale sales unless written approval has been granted by the IDOA.

XV. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease, sublet the Premises or any part thereof, or permit the use or occupancy of any part of the Premises by anyone other than Tenant, his/her spouse, and dependent family members.

XVI. CANCELLATION

The parties agree that this leasehold is created for the convenience of the State of Indiana and that in the event it no longer benefits the State to house employees in close proximity to its facility, the Lease shall be terminated with a thirty (30) day notice. At the State's discretion, the Tenant/Employee may have the option to continue to lease the Premises at a market rate and for a lease term that will be determined by the IDOA.

This Lease may be cancelled by either party without penalty by giving thirty (30) days written notice to the other party.

XVII. TENANT IMPROVEMENTS

Tenant may personalize the Premises, at Tenant's expense, with paint, wallpaper, carpet or other decorative items, provided he/she submits a prior written request to Landlord. Landlord will respond in writing to Tenant. Copies of the request and approval will be sent to the Department of Administration to be kept on file. All fixtures and improvements of a permanent nature are to be left intact when Tenant leaves the Premises. Any improvements by Tenant of a temporary nature may be removed and the original item replaced at the time of vacating the Premises.

XVIII. INSPECTIONS

The Premises may be inspected at any time Landlord deems necessary. These inspections include but are not limited to:

1. Inspection prior to taking possession;
2. Annual inspection;
3. Rental rate analysis inspection;
4. General condition inspection; and
5. Vacating the premises inspection.

Inspections of a general nature such as listed above will require a 24-hour notice by Landlord. However, no prior notice will be required in the event of an emergency or national disaster.

XIX. LOCKS AND KEYS

Tenant shall not be permitted to replace any lock on any door of the Premises other than by the approved methods of the Landlord. Tenant must furnish keys to all locks to Landlord. When changing locks, Tenant must give Landlord a key within 24 hours of the change.

XX. ILLEGAL ACTIVITY

No activity considered to be illegal shall be performed within the Premises. Any Tenant, residing family member of Tenant or guest of Tenant found to be performing any illegal act within the Premises shall be turned over to the legal authorities immediately, and Tenant shall be given notice to vacate the Premises.

XXI. SEPARATION OF EMPLOYMENT

Separation of Tenant's employment with Landlord shall constitute automatic termination of this Lease. Tenant shall have 30 days to vacate the Premises upon separation of employment with Landlord or upon reassignment, whether such separation or reassignment is voluntary or involuntary. Landlord will give Tenant written notice to vacate the premises, at the place and in the manner specified in this lease, showing the date that the Tenant must vacate the premises. Tenant hereby waives 30-day notice to quit.

XXII. MODIFICATION OF LEASE

This Lease may not be amended, assigned, modified or supplemented without the written signatures of all parties to this Lease.

XXIII. INDIANA LAW

This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana, and suit, if any, must be brought within the State of Indiana.

XXIV. MISCELLANEOUS PROVISIONS

No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Landlord or Tenant shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant or remedy.

XXV. NOTICE

All notices required to be given under this Lease will be made in writing and will be sent by E-mail and first-class U.S. mail to the parties as follows:

Landlord: _____ [agency name]
_____ [contact person]
_____ [address]
_____ [address]
_____ [address]

Facility: _____ [agency name]
_____ [contact person]
_____ [address]
_____ [address]
_____ [address]

Copy to: Department of Administration
Deputy Commissioner of State Resource Management
402 W. Washington Street
Indianapolis, Indiana 46204
Email: sharless@idoa.in.gov

Tenant: _____ [name]
_____ [address]

_____ [address]

Email: _____

IN WITNESS to their agreement, the persons signing this Lease execute it for the Landlord and Tenant:

TENANT: _____
Printed name

LANDLORD: [AGENCY NAME]
[Printed name of Division Director & Title]

Signature

Signature

Date: _____

Date: _____

[AGENCY NAME]

Name & title of Agency Head

Date: _____

DEPARTMENT OF ADMINISTRATION

Lesley A. Crane, Commissioner

Date: _____

Revised 2.5.2020

[INCLUDE EXHIBITS TO THE LEASE AS REFERENCED IN THE LEASE AGREEMENT]

EXHIBIT A

EXHIBIT B

Copy of Tenant's Insurance Policy