



LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Agreement**”) is made and entered into effective as of _____ by and between RWD Campus Developments, LLC, an Indiana limited liability company, whose mailing address is 439 Greenleaf Ct. Westmont, Illinois 60559 (the “**Landlord**”), on the one hand, and the tenants signing this Agreement on the signature pages, or on any signature page referencing this Agreement (individually a “**Tenant**” and collectively the “**Tenants**”).

RECITALS

Landlord owns legal title in and to the single-family residence designated (primarily based upon when Landlord receives this Agreement fully executed by the Tenants and their Guarantors) by Landlord (the “**Premises**”) that is part of the development that includes fourteen (14) essentially identical residences commonly known as Legacy Village in South Bend, St. Joseph County, Indiana 46635 (the “**Development**”); and

The Premises will be furnished with the personal property of Landlord specified in “**Exhibit A,**” attached hereto (the “**Landlord’s Personal Property**”); and

Landlord desires to lease the Premises to Tenants upon the terms and conditions as contained herein; and

Tenants desire to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS.** The Recitals are incorporated into and made a part of this Agreement.
2. **TERM.** Landlord leases to Tenants, and Tenants lease from Landlord, the Premises, together with any and all appurtenances thereto, for the term beginning on **June 8, 2023,** and ending at 11:59 PM on **May 24, 2024.**
3. **RENT.** The rent for the term is **Ninety-Three Thousand Six Hundred Dollars (\$93,600)** payable as follows – **Seven Thousand Eight Hundred Dollars (\$7,800)** for the first month of the term of the Lease (the “**Rent Deposit**” due **January 15, 2023,**), and **Seven Thousand Eight Hundred Dollars (\$7,800)** on or before the 1st of July **2023,** and on or before the first day of each month thereafter through and including April 1, **2023.** All payments (for the Rent Deposit, monthly rent, the Damage Deposit {as hereinafter defined}, Utilities {as hereinafter defined} and all other amounts due Landlord pursuant to this Agreement) shall be made by Tenants to Landlord (i) electronically to an account designated by Landlord, or (ii) in one or more checks in one envelope to Landlord’s mailing address set forth in the preamble to this Agreement on or before their due date and without demand. Any returned check fees incurred by Landlord will be assessed against the responsible Tenant.
4. **SECURITY DEPOSIT.** On or before **January 15, 2023,** Tenants shall deposit with Landlord a “**Security Deposit**” composed of (i **Seven Thousand Eight Hundred Dollars (\$7,800)** for payment of the partial last month of the term of the Lease (the “**Final Month Rent Deposit**”). Secondly, a nonrefundable application deposit (ii) **Forty-Eight Hundred Dollars (\$4,800)** is collected at the **time the lease is executed.** This deposit then becomes the deposit for actual damages caused to the Premises during the term hereof (the “**Damage Deposit**”). The Damage Deposit shall be returned to Tenants, without interest, within forty-five (45) days after the termination of this Agreement, less any set off for (i) actual damages to the Premises, including returning the Premises to the clean and tenantable condition that they were in upon Tenant taking possession of the Premises, ordinary wear and tear excepted, (ii) actual damages to Landlord’s Personal Property, ordinary wear and tear excepted, (iii) the cost of any unpaid Utilities and other charges, (iv) the cost of lost or damaged keys, (v) unpaid rent, (vi) common area damages/restoration allocated evenly against all residences when unidentifiable, and (vii) excess cleanup/restoration of common areas deemed necessary throughout the term of this Agreement. Damages necessitating repair during the term of this Agreement will be paid immediately by Tenants to Landlord upon submission of an invoice to Tenants, or if Landlord draws from the Damage Deposit to pay for such

damages, Tenants shall immediately restore the Damage Deposit to **Forty-Eight Hundred Dollars (\$4,800)** upon demand. Any invoice or set off shall be supported by proper documentation delivered by Landlord to Tenants.

5. **USE OF PREMISES.** The Premises shall be used and occupied by Tenants exclusively as a private dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenants for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residential dwelling. Tenants shall not allow any other person, except temporary guests, to use or occupy the Premises without first obtaining Landlord's written consent to such use, which may be withheld in Landlord's complete discretion. Tenants shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental agencies and authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenants agree that no more than six (6) individuals will occupy the Premises as a residence during the term of this Agreement without Landlord's prior written consent, which may be withheld in Landlord's complete discretion, and that all individuals occupying the Premises during the term will execute this Agreement on the signature pages or on any signature page referencing this Agreement. In the event any Tenant breaches any term or condition of this Agreement, all of the Tenants are subject to immediate eviction.
6. **CONDITION OF PREMISES.** Prior to **June 8, 2023**, Tenants shall examine the Premises, and shall thereafter stipulate, represent and warrant to Landlord that Tenants have examined the Premises, and except as otherwise noted, the Premises are in good order, repair, and in a safe, clean and tenantable condition, and contain hard wired smoke detectors with battery backups in the bedrooms, hallways and first floor common area hard wired with battery backup. Such stipulation shall be in writing and executed by all of the Tenants, and any exceptions noted shall be acknowledged in writing by Landlord.
7. **ASSIGNMENT AND SUB-LETTING.** Tenants shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof, without the prior written consent of Landlord, which consent may be withheld in Landlord's complete discretion. Notwithstanding anything in this Agreement to the contrary, Landlord has the right to refuse any such assignment, sub-letting or license to any person who is not a student at the University of Notre Dame, St. Mary's College or Holy Cross College. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenants shall not make any alterations or improvements to the Premises without the prior written consent of Landlord, which may be withheld in Landlord's complete discretion. Upon the expiration or earlier termination of this Agreement, Landlord may (i) demand that the Tenants remove any or all alterations and/or improvements built, constructed or placed on the Premises by Tenants and repair all damage as a result thereof, or (ii) have some or all of such alternations and/or improvements remain on the Premises and become the property of Landlord.
9. **HAZARDOUS MATERIALS.** Tenants shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises, or that might be considered hazardous or extra hazardous by any insurance company.
10. **UTILITIES.** The Landlord shall invoice the Tenants prior to the first day of June and prior to the first day of each month thereafter during the term of this Lease for the estimated amount of all utilities consumed on the Premises, including, but not limited to, gas, electricity, sewer, water, refuse pick-up, telephone, cable, high speed internet service, and security monitoring services (the "**Utilities**") based upon the prior year's actual average Utilities expense. Payment for the estimated amount of the Utilities shall be made on or before the first day of June and the first day of each month thereafter during the term of this Lease, and Landlord shall reconcile such amounts in January of **2024** for actual Utilities use from June 8, **2023** through December 31, **2023**, and in June of **2023** for actual Utilities use from January 1, **2024** through the end of the Agreement on May 24, **2024**, with May of **2024** pro-rated for twenty-four (24) days. Any adjustments as of the end of the term of the Lease shall be included as an addition or a subtraction in the Damage Deposit. Tenants shall be jointly and severally responsible for paying for all Utilities for the Premises. The Premises will include (i) one (1) telephone line equipped with high-speed internet service by connecting to the internet plug/outlet located in each bedroom provided the telephone line coming into the Premises are operational, and (ii) an operational wireless router which will make wireless internet service available in the Premises once Tenants' computers are properly connected to the wireless router. Notwithstanding anything in this Agreement to the contrary, all Utilities and related services for the Premises and the Development referred to in this paragraph shall be registered in Landlord's name and billed directly to Landlord. Landlord will promptly pay all such bills on or before their due dates and deliver copies thereof to Tenants.
11. **MAINTENANCE AND REPAIR; DECORUM; RULES.** Tenants will, at Tenants' sole cost and expense, keep and maintain the Premises and all appurtenances in good and sanitary condition and repair, and shall promptly and adequately repair all damage

to the Premises and replace or repair all glass, fixtures, equipment and appurtenances therein damaged or broken with replacements of equal or better quality during the term of this Agreement, and Tenants shall specifically:

- (a) Not obstruct the driveways, parking lots, sidewalks, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good and clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony, nor air dry such items within any yard area or space around the Premises;
- (f) Not use large nails/hooks, screws or other objects/adhesives causing holes/damage in walls, ceilings, windows, millwork or furniture to hang any object on the walls, ceilings, windows, millwork or furniture, and only hang or attach such objects using materials specified and/or approved by Landlord;
- (g) Not cause or permit any locks or hooks to be placed upon or over any door or window;
- (h) Not place any sign, advertisement, notice or other lettering inside or outside of the Premises;
- (i) Not place any indoor furniture on the lawn or porches and not park or perform vehicle maintenance on the lawn;
- (j) Keep all lavatories, sinks, toilets and all other water and plumbing apparatus in good order and repair and only use such apparatus for the purposes for which they were intended (any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants);
- (k) Maintain order in and about the Premises and not make or permit any loud or improper noises that could disturb other residents or neighbors;
- (l) Keep all radios, televisions and music at a level of sound that does not annoy or interfere with other residents or neighbors;
- (m) Not have more than twenty (20) people in the Premises at any one time;
- (n) Maintain the Premises in such a condition so as not to cause or allow the Premises to become a public nuisance or a danger to the public health, safety and welfare;
- (o) Deposit all trash, garbage, rubbish or refuse in the designated locations and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to remain on the interior or exterior of the Premises or on any neighbor's property;
- (p) Replace all interior bulbs and tubes with the same wattage as the bulb or tube being replaced at Tenant's expense;
- (q) Not allow anything in the Premises which requires an open flame to operate, or which produces heat (ie: candles/ fire pits/ bonfires etc.) to be in or about the Premises;
- (r) Not allow items such as fuel, propane gas or other flammables to be stored on or about the Premises;
- (s) Assure that all extension cords are UL approved, 16 gauge and do not exceed an un-spliced length of six (6) feet with a polarized plug and a single outlet;
- (t) Not have any trampolines, mechanical bulls, hot tubs or other outdoor apparatus on the property around the Premises;
- (u) Make certain that overnight guests (which may not stay more than five (5) consecutive nights) are made aware of, and abide by, all of the rules and regulations contained in this Agreement;
- (v) Abide by and be bound by any and all rules and regulations regarding unacceptable behavior (such as public intoxication, drinking by Tenants and/or guests under the legal age of twenty-one (21), drug use, maintenance or use of weapons/firearms/ fireworks, disorderly conduct, lewd behavior, public indecency, foul language, littering or intimidating behavior), as well as the care and occupancy of the Premises which may be adopted or promulgated by Landlord or any federal, state, county, city or other legal authority having jurisdiction over the Premises;
- (w) Be responsible for all fines levied by the City of South Bend-Department of Code Enforcement or any other legal authority having jurisdiction over Tenants or the Premises due to any fault of any Tenant or any guest of a Tenant, and in the event that any Tenant commits a code violation or violates any law or regulation (such as litter, trash, beer kegs (which are not permitted on porches or in the yard), discarded furniture, furniture not originally designed or manufactured for outdoor use, furniture originally designed or manufactured for outdoor use which is now dilapidated or deteriorated plywood tables, the Tenants shall be responsible for the payment of all costs relating to such violation of any code, law or regulation;
- (x) Maintain heat in the Premises at all times at a temperature no lower than sixty (60) degrees to prevent any freezing of water lines;
- (y) Be responsible for the payment of charges for "false security alarms" to the South Bend Police Department; and
- (z) Not disengage smoke detectors, immediately notify Landlord in the event that Tenant believes or has reason to believe that any hard wired smoke detector is not functional, and immediately either replace any defective back-up battery or notify Landlord in the event that Tenant believes or has reason to believe that any battery back-up is not functional.

Notwithstanding anything in this Agreement to the contrary, Landlord shall have the right, in its sole and absolute discretion, to amend, revise or supplement the rules specified in order to protect the safety of Tenants or to ensure that the Premises are not being used by any of Tenants in a manner that could possibly damage any portion of the Premises. Such amended, revised or supplemental rules shall be effective on the date that Tenants receive written notice thereof. Landlord's cost of any repairs or corrective action required as a result of Tenants' failure to maintain the Premises in accordance with the terms and

conditions of this Agreement or Tenants' breach of any term or condition of this Agreement shall be added to the next monthly rental payment due and payable hereunder, and Landlord shall deliver to Tenants proper documentation for the cost of such repairs with Landlord's request for payment. In the event Tenants fail to pay any cost incurred by Landlord for such repairs or remedial action, Landlord shall be entitled to recover such damages and expenses pursuant to the remedies allowed hereunder or otherwise provided by applicable law.

12. **INSURANCE.** Landlord, Landlord's agent or manager are not responsible for insuring the personal property and vehicles of Tenants or any other persons on the Premises against loss or damage due to theft, vandalism, fire, water, rain, criminal or negligent acts of others, or any other cause. **Each Tenant shall purchase and carry renter's insurance along with liability insurance in a minimum amount of One Hundred Thousand Dollars (\$100,000) of primary and non-contributory coverage in order to protect Tenants from any loss or damage to (i) the Premises, (ii) Landlord's Personal Property, and (iii) Tenants personal property.** Each Tenant shall provide evidence of such insurance, including a paid receipt for the term of the Lease, on or before taking possession of the Premises. Upon notification by Landlord, Tenants shall take all actions necessary to avoid: (i) an increase in Landlord's insurance premiums; or (ii) a loss of insurance. During the term of this Agreement, Landlord shall maintain standard and prevailing homeowner's property and casualty insurance coverage for the Premises with a waiver of subrogation.
13. **UNINHABITABILITY OF PREMISES; ZONING.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence or intentional act of Tenants, this Agreement shall terminate effective as of the date of such event should a portion of the Premises be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence. Landlord represents and warrants to Tenants that the Premises are properly zoned to permit rentals of unrelated persons. In the event any applicable authority changes the zoning for the Premises to a classification which prevent rentals or otherwise determines in any manner that rentals are not permissible on the Premises, Landlord shall have the right to terminate this Agreement without liability to Tenants.
14. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times upon reasonable notice to Tenants during the term of this Agreement to enter the Premises for the purpose of inspecting the Premises and for the purposes of making any repairs, alterations or improvements as may be deemed appropriate by Landlord for the preservation of the Premises. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale," "for rent," or "vacancy" signs on the Premises at any time. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. Landlord and its agents shall also have the right of entry to inspect the cleanliness of the Premises, and if cleaning is necessary due to safety or to maintain the quality of construction and living environment, such cleaning expense will be the responsibility of Tenants. Notwithstanding anything in this Agreement to the contrary, entry may be made without notice if Landlord or its authorized representatives reasonably believe that an emergency exists and requires immediate action, such as fire, broken water pipe, etc.
15. **SUBORDINATION OF AGREEMENT.** This Agreement and Tenants' interests hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **TENANTS' HOLD OVER.** If Tenants remain in possession of the Premises with the written consent of Landlord after the expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenants which shall be subject to all of the terms and conditions hereof, except that such tenancy shall be terminable upon thirty (30) days' written notice served by either party on the other party. If any Tenant remains in possession of the Premises without the written consent of Landlord after the expiration or earlier termination of this Agreement, the Tenants shall be considered hold-over tenants and Tenants shall jointly and severally pay to Landlord rent in the amount of two hundred percent (200%) of the rent set forth in this Agreement for each day that any Tenant remains in possession of the Premises after the expiration of this Agreement.
17. **SURRENDER OF PREMISES.** Upon the expiration or earlier termination of this Agreement, Tenants shall surrender the Premises in as good a state and condition as it was at the commencement of this Agreement, reasonable wear and tear, and unless resulting from the negligent acts or omissions of any of the Tenants or their invitees, damage by insured casualty excepted.

18. **ANIMALS.** Tenants shall not be entitled to keep any dogs, cats, birds, snakes or other animals on the Premises without Landlord's prior written consent, which may be withheld in Landlord's complete discretion.
19. **QUIET ENJOYMENT.** Upon payment by Tenants of all amounts due, and performance by Tenants all of their other obligations as set forth in this Agreement, Tenant shall peacefully and quietly have, hold and enjoy the Premises during the term of this Agreement.
20. **INDEMNIFICATION/RELINQUISHMENT OF CLAIMS.** Tenants hereby indemnify and hold harmless Landlord and its owners, members, shareholders, directors, officers, employees and representatives (collectively referred to hereinafter as "**Landlord's Representatives**") of and from any and all damages, losses, fines, expenses, rights, claims, demands, liabilities, obligations, actions and causes of action of whatsoever kind or nature, including reasonable expert witness and attorneys' fees, arising out of or in any way related to (i) breach of any term or condition of this Agreement by any Tenant, (ii) the use of the internet service on the Premises, (iii) the damage or loss of the personal property of Tenants or any persons resulting from theft, vandalism, fire, water, rain, criminal or negligent acts of others, or any other cause, or (iv) any injury to any Tenant, any guest of a Tenant, or any person entering the Premises, including, without limitation, any fine taken or levied against Landlord by any federal, state, county, city or municipality for violations or offenses created or caused by any Tenant or any guest of a Tenant or any person entering the Premises, provided such damages are not a result of the gross negligence or intentional acts of Landlord's Representatives. Landlord shall be entitled to recover such damages and expenses pursuant to the remedies allowed hereunder or otherwise provided by applicable law.
21. **DEFAULT & REMEDIES.** If Tenants fail to comply with any of the provisions of this Agreement, other than the covenant to pay rent and Utilities, within ten (10) days after delivery of written notice by Landlord specifying the non-compliance, Landlord may exercise any and all rights and remedies available to Landlord at law or in equity, including (i) terminating this Agreement, and/or (ii) restraining or enforcing such obligation by injunction or other equitable action. If Tenants fail to pay rent and Utilities when due, and such default continues for five (5) days after written notice thereof from Landlord, Landlord may exercise any and all rights and remedies available to Landlord at law or in equity, including terminating this Agreement. If Landlord elects to terminate the Agreement, Tenants shall immediately pay to Landlord, not as a penalty, but as consideration for the loss of Landlord's bargain, an amount equal to the damages the Landlord will have incurred by reason of Tenants default, including payment of rent for the balance of the term of the Agreement.
22. **LATE CHARGE.** In the event that any payment required to be paid by Tenants hereunder is not made within five (5) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of One Hundred Dollars (\$100).
23. **ABANDONMENT.** If at any time during the term of this Agreement Tenants abandon the Premises or any part thereof (other than when classes are not in session), Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenants for damages or for any payment of any kind whatever. Landlord may re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and hold Tenants liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent (after payment of all expenses related to such re-letting) for such period realized by Landlord by means of such re-letting. Tenants acknowledge and agree, that since the Premises are only being rented to Notre Dame, St. Mary's and Holy Cross students, it would be extremely unlikely that Landlord would be able to re-let the Premises during a school year. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenants, then Landlord shall consider any personal property belonging to Tenants and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper.
24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants in this Agreement, including the collection of rent, Utilities or any other amounts due under this Agreement and gaining possession of the Premises, Tenants agree to pay all court and arbitration costs, expert witness fee and reasonable attorneys' fees related thereto.
25. **RECORDING OF AGREEMENT.** Tenants shall not record this Agreement on the Public Records of any public office. In the event that any Tenant records this Agreement, Landlord may terminate this Agreement immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
26. **GOVERNING LAW AND VENUE.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Indiana, without regard to its laws of conflicts. Any action to enforce the terms and conditions of this Agreement shall be brought solely in St. Joseph County, Indiana Circuit or Superior Court, and Tenants acknowledge and agree

that any judgment rendered in such Indiana Circuit or Superior Court may be registered and enforced in any courts of competent jurisdiction where any Tenant resides.

- 27. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, and shall be enforced to the maximum extent permitted by law.
- 28. **BINDING EFFECT.** The covenants, obligations and conditions of Tenants herein, including but not limited to, the payment of rent and Utilities and for damages to the Premises and Landlord's Personal Property, shall be jointly and severally binding on each of the Tenants, and this Agreement shall inure to the benefit of, and be binding upon, the heirs, legal representatives, and permitted assigns of the parties hereto.
- 29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenants.
- 30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 31. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenants' duties and liabilities set forth in this Agreement.
- 32. **SMOKING.** Smoking is strictly prohibited in and about the Premises.
- 33. **KEY MANAGEMENT.** Tenants shall not place any additional locks upon doors of the Premises, nor shall any existing lock be altered, without the prior written consent of the Landlord. Tenant shall not make duplicate keys. If more keys are desired for any lock, Landlord shall secure such additional keys at the expense of Tenants. If Tenants do not return all keys to Landlord upon the expiration or earlier termination of this Agreement, Tenants will be charged for the expense of changing the applicable locks. If a Tenant locks himself or herself out of the Premises, Tenant shall contact Landlord for emergency access and any such Tenant will be assessed a Twenty-Five Dollar (\$25) fee per occurrence.
- 34. **MODIFICATION.** The parties hereby agree that this Agreement contains the entire agreement between Landlord and Tenants relating to the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. Tenants hereby acknowledge and agree that, except for the representations and warranties of Landlord specified in this Agreement, Landlord has made no other representations or warranties of any kind to Tenants for the purpose of inducing Tenants to enter into this Agreement. No amendment or modification of the terms and conditions of this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by Landlord and Tenants, and Tenants shall not have the right to rely on any oral representations made by any representative of Landlord unless such oral representations are reduced to writing and signed by Landlord and Tenants.
- 35. **NOTICE.** Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if (i) delivered personally to any Tenant for the Tenants, or to any Manager for the Landlord, or (ii) sent by (I) a nationally recognized overnight delivery service (in which event service shall be deemed given one business day after proper delivery to such service), or (II) United States certified mail, return receipt requested (in which event service shall be deemed given three (3) business days after posting, or when accepted or rejected, whichever shall first occur), addressed as follows:

If to Landlord to:

RWD Campus Developments, LLC
439 Greenleaf Ct
Westmont, IL 60559
(630) 640-6455

If to Tenants to:

One or more Tenant named in the Agreement,
at the Legacy Village home address where
Tenants reside

* Landlord and Tenants shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

- 36. **ADDITIONAL PROVISIONS & DISCLOSURES.** Each Tenant shall pay an **Eight Hundred Dollar (\$800)** non-refundable deposit to Landlord upon execution of this Agreement, which Landlord will apply towards the Damage Deposit that is due on or before January 15, **2023**. Tenants will either execute the attached signature page or the individual Tenant signature addendum from our website which shall become part of this Agreement.

37. **GUARANTEES.** As a condition of Landlord entering into this Agreement, the obligations of Tenants pursuant to this Agreement must be personally guaranteed by the parents or legal guardians of each of the Tenants as hereinafter set forth.

IN WITNESS WHEREOF, Landlord and Tenants have executed this Agreement effective as of the date first above written.

Tenant 1 Signature :	Tenant 2 Signature :
Tenant Name:	Tenant Name:
Home Address :	Home Address :
Cellular Telephone :	Cellular Telephone :
Email :	Email :
Tenant 3 Signature :	Tenant 4 Signature :
Tenant Name:	Tenant Name:
Home Address :	Home Address :
Cellular Telephone :	Cellular Telephone :
Email :	Email :
Tenant 5 Signature :	Tenant 6 Signature :
Tenant Name:	Tenant Name:
Home Address :	Home Address :
Cellular Telephone :	Cellular Telephone :
Email :	Email :

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Landlord hereby designates the Premises as _____, South Bend, Indiana 46635.

Landlord:

RWD Campus Developments, LLC

Address: 439 Greenleaf Ct
Westmont, Illinois 60559

By: _____

David W. Kohlsaas, or
Robert B. Kohlsaas
An Authorized Manager

Email: info@rwdcampusdevelopments.com
Telephone #: (630) 640-6455
Telefax #: (574) 233-8171 or (630) 541-8767
Cellular #: (574) 300-6506 or (630) 640-6455

Parental / Guardian Guaranty

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and as a requirement for RWD CAMPUS DEVELOPMENTS, LLC, an Indiana limited liability company, whose office address is 439 Greenleaf Ct, Westmont, Illinois 60559 (“**Landlord**”), to enter into a lease with Tenant (“**Tenant**”) pursuant to the Lease Agreement between Landlord, on the one hand, and Tenants, including Tenant, on the other hand (the “**Agreement**”), the undersigned parent(s) / guardian(s) of the Tenant, do hereby guaranty to Landlord the prompt, punctual and full payment of all monies now or hereafter due Landlord from Tenant pursuant to the Agreement. This guaranty is unlimited as to amount or duration and shall remain in full force and effect notwithstanding any extension, compromise, adjustment, forbearance, waiver, release or discharge of any party obligor or guarantor, or release in whole or in part of any security for any such indebtedness, compromise or adjustment thereto, and the undersigned waive all notices thereto. The obligations of the undersigned shall (i) be at the election of Landlord, (ii) be primary and not secondary, and (iii) not require Landlord to exhaust its remedies against any of the Tenants or other guarantors prior to enforcing its rights under this guaranty against the undersigned. The guaranty hereunder shall be unconditional and absolute, and the undersigned waive all rights of subrogation and set-off until all sums under this guaranty are fully paid. The undersigned further waive all surety ship defenses or defenses in the nature thereof. In the event payments due under this guaranty are not punctually paid upon demand, then the undersigned shall pay all costs and expenses incurred in the enforcement of this guaranty including reasonable expert witness and attorneys’ fees. If there are two (2) or more guarantors to this guaranty, the obligations shall be joint and several and binding upon and inure to the benefit of Landlord, its successors, assigns and personal representatives. Each of the undersigned represents and warrants that he or she has full authority to enter into this guaranty. This guaranty shall be governed, construed and interpreted by, through and under the laws of the State of Indiana, without regard to its laws of conflicts. Any action to enforce the terms and conditions of this guaranty shall be brought solely in St. Joseph County, Indiana Circuit or Superior Court, and the undersigned acknowledge and agree that any judgment rendered in such Indiana Circuit or Superior Court may be registered and enforced in any courts of competent jurisdiction where any of the undersigned reside.

Parent 1 Signature : Parent Name: Home Address : Cellular Telephone : Email :	Parent 2 Signature : Parent Name: Home Address : Cellular Telephone : Email :
Parent 3 Signature : Parent Name: Home Address : Cellular Telephone : Email :	Parent 4 Signature : Parent Name: Home Address : Cellular Telephone : Email :

Parent 5 Signature :

Parent Name:

Home Address :

Cellular Telephone :

Email :

Parent 6 Signature :

Parent Name:

Home Address :

Cellular Telephone :

Email :

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Exhibit A

Landlord's Personal Property

Kitchen:

- two (2) refrigerators with freezer
- one (1) range and oven
- one (1) dishwasher
- one (1) microwave
- one (1) set cutlery, dinnerware, and other eating/cooking utensils for at least six (6) people

Dining Room:

- one (1) Dining room table
- six (6) dining room chairs

Family Room:

- two (2) leather couches
- one (1) leather lounge chair
- one (1) coffee table
- one (1) plasma or LCD television
- three (3) bar stools

Laundry Room:

- one (1) washer
- one (1) dryer

Each Bedroom:

- one (1) full-size bed with headboard
- one (1) full-size mattress set/mattress pad
- one (1) nightstand
- one (1) dresser
- one (1) desk with hutch
- one (1) desk chair

Back Patio:

- one (1) gas barbeque grill.
- six (6) patio chairs

Ancillary Items:

- one (1) interior front door floor mat
- one (1) exterior front door floor mat
- one (1) interior back door floor mat
- one (1) exterior back door floor mat
- one (1) powder room mirror
- one (1) broom and dust pan
- one (1) snow shovel
- two (2) portable telephones
- one (1) kitchen garbage can
- one (1) vacuum cleaner
- wood blinds on all windows
- security shades on door windows
- any other items noted at check in