

**THE PHELPS ND HOUSE, SOUTH BEND, IN RENTAL AGREEMENT**

**Date:**

**Property:** 538 E Angela Blvd., South Bend, IN 46617

**Owner/Landlord:** Karen Phelps Moyer

3525 Del Mar Heights Road #1071  
San Diego, CA 92130

**Phone:** Karen Moyer (206) 972-1043  
Julie Glick 574) 532-6062

Accommodations: 3 bedrooms, 2.5 bath with basement and private deck

Maximum number of occupants: The unit is not to be occupied by more than twelve (12) persons at maximum unless otherwise agreed upon with owner. **THIS IS A NON-SMOKING HOUSE, WHICH INCLUDES DECK, DRIVEWAY, AND PORCH.**

**Tenant Name:**

**Number of people in party:**

**Tenant Address:**

**Cell:**

**Tenant Email:**

**Lease start date:**

**Lease end date:**

**Payment schedule:**

**Initial fee due at time of booking (50% of total amount plus \$300.00 cleaning fee):**

**Amount:                      Due on:**

**Total amount due + \$350.00 refundable damage deposit (30 days prior to check in): Amount:                      Due by:**

**Check-In is at 3:00 PM and Check-Out is at 12:00 PM**

**Rental Payments can be made online via the PAYPAL link on the website or the Venmo app (@Karen-Moyer-7).**

1. Tenant agrees to pay the amounts listed by the dates listed in the Payment Schedule.
2. All cancellations must be made 30 days prior to booking date. If it is necessary for Tenant to cancel a reservation, the Tenant will lose the initial booking fee.

INITIAL \_\_\_\_\_

3. Tenant agrees to pay a damage deposit of \$350.00 with, in addition to the rent, to be held by the Landlord. Said damage deposit is not to be considered prepaid rent nor shall damages or claims (if any) be limited to the amount of said deposit. The deposit will be returned by the Landlord with an itemized list of damages, repairs or other lawful deductions within 10 days of vacancy, if applicable.

4. NO animals, birds or pets of any description shall be kept on the premises, unless agreed upon with landlord in advance (see terms below). If any pets are found on the premises, this will constitute a violation of the terms and conditions of this lease and could result in immediate eviction. If said eviction occurs, all deposits made herein will be forfeited. INITIAL \_\_\_\_\_

5. The Tenant agrees to allow the Landlord or his agent to enter and view the premises (with 24 hour notice), both inside and outside: A) to inspect the premises; B) to make repairs and improvement hereto; C) pursuant to a court order; and D) to protect the premises if it appears that said premises have been abandoned by Tenant.

6. Tenant shall not sublet the leased property, or any part thereof, to be used by others, (except the Tenant named herein)

7. The parties to this Lease hereby agree that if Tenant does not inspect the subject premises prior to executing this Lease, Tenant will accept the property as is and will not be entitled to any refunds or return of monies hereunder.

8. We ask that guests treat the home as if it were your own home by leaving the property in the same general condition as it was found. Within the first hour of your arrival, if you are not satisfied with cleaning, please contact us so that we can attend to your specific requests. Coffee, wine or any food stains on carpet or upholstery, excessively dirty ovens or stove-tops, BBQ grills, dirty dishes, excessive trash and soiled carpets, are not normal wear and not covered as part of the cleaning fee. Items requiring extra cleaning will be deducted from the damage deposit. There is no daily housekeeping provided.

9. Smoking is NOT allowed. Smoking in the unit or while inside Landlord's property, including deck, driveway and side porch, will result in forfeiting your entire deposit. INITIAL \_\_\_\_\_

10. Should the Landlord cancel the contract for any reason all monies received will be refunded with no further obligation or liability to Tenant. The Landlord will not be responsible for any other costs connected with any such cancellation, howsoever arising.

11. Landlord is to pay all utilities.

12. Tenant agrees that repair costs for any damages, paying by PayPal, check or money order. Tenant will submit the moneys for full cost of replacement/repair.

13. Unless otherwise agreed upon in advance and in writing by Landlord and Tenant, the premises shall not be used for parties or large gatherings and is strictly for use as a vacation rental. Unauthorized parties or large gatherings will constitute a violation of the terms and conditions of this lease and could result in immediate eviction and may result in forfeiting the entire deposit.

14. The landlord shall not be liable to Tenant or Tenant's guests licensees or invitees or any other person for any injury, loss or damage to any person or property on or about the premises. Tenant shall hold Owner harmless and indemnified from and against all loss, injury or damage occasioned by the use or misuse or abuse of any part of the premises.

15. Exceeding the maximum occupants, as stated above, will result in forfeiting the entire deposit.

16. Tenant must be 25 years of age or older at time of leasing. Proof of age may be required by the Landlord

17. Trash is to be taken out and put in containers provided on the side of the house upon leaving.

**18. PET AGREEMENT** (IF approved by landlord)

- Tenant agrees to pay \$100 pet fee per pet/week. Payment due when first rental payment is made.
- Tenant is responsible for cleaning up pet refuse on property.
- All Pets are to be treated with flea and tick medicine.
- Any damage caused by Pet will be deducted from damage deposit.

**INITIAL** \_\_\_\_\_

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LANDLORD or HOUSE MANAGER

DATE

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TENANT SIGNATURE

DATE

Contact : Karen Moyer (206) 972-1043 kmo@kmoventures.com  
Julie Glick (574) 532-6062 julie\_glick@hotmail.com

By entering your full name you agree that this will be used as your digital signature.