BILL NO. S-26-09-18

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving LEASE AGREEMENT – THE PEARL - RESOLUTION #113-9-1-26-3 - $37,200.00 between Sweet Real Estate - Leasing, LLC and the City of Fort Wayne, Indiana, for the Fort Wayne Police Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the LEASE AGREEMENT - THE PEARL - RESOLUTION #113-9-1-26-3 - $37,200.00 between Sweet Real Estate - Leasing, LLC and the City of Fort Wayne, Indiana, for the Fort Wayne Police Department, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> Lease of two (2) units in the building located 248 W Main Street, Fort Wayne, Allen County Indiana. Lease Term is for one (1) year; annual rental is $37,200.00

involving a total cost of THIRTY-SEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS - ($37,200.00) - ($37,200.00 ANNUALLY). A copy of said Lease Agreement is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

_____
Council Member

APPROVED AS TO FORM AND LEGALITY

_____
Malak Heiny, City Attorney

Approval of Resolution #113-9-1-26-3, Lease Agreement between the City of Fort Wayne and Sweet Real Estate-Leasing for property located at 248 West Main St for a one-year lease at a rate of $37,200.00.

BOARD OF PUBLIC WORKS

Date: 9-1-26

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

THIS IS A BINDING CONTRACT.
PLEASE READ IT CAREFULLY.

INDIANA RESIDENTIAL LEASE AGREEMENT

1. **PARTIES.** This Indiana Residential Lease Agreement (this "Lease") is made and entered into this February 16, 2026 (the "Effective Date"), by and between Sweet Real Estate – Leasing, LLC (the "Landlord") and City of Fort Wayne (individually and collectively, the "Resident"). Landlord and Resident (collectively, the "Parties") hereby agree as follows:

2. **RENTAL UNIT.** Landlord rents to Resident and Resident rents from Landlord for private residential purposes the dwelling unit located at 248 W Main St, Fort Wayne, IN 46802 Unit 104/204 – 647 Webster Street, Fort Wayne, IN 46802 (the "Unit") subject to the terms and conditions of this Lease. For purposes of this Lease, any reference to the building where the Unit is located includes the structure and common areas within the building (the "Building"), and the community where the building is located includes the grounds, parking and storage areas, drive lanes, curb cuts, sidewalks, common areas, Building, other buildings and recreational areas, if any, of the rental community where the Unit is located (the "Community").

3. **OCCUPANTS.** Only the following individuals are authorized to reside in the Unit: N/A _(the "Occupants"). No other persons may reside in the Unit without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.

4. **TERM.** The term of this Lease shall commence on February 28, 2026 (the "Commencement Date") and end on midnight, January 31, 2027 (the "End Date"). **This Lease shall automatically renew as a month-to-month tenancy on the same terms and conditions unless (i) either party gives at least sixty (60) days' written notice of its intention to not renew this Lease, or (ii) the Parties formally extend this Lease in a new, written, and signed agreement.** If this Lease converts to a month-to-month tenancy, Landlord will give Resident at least thirty (30) days' written notice before increasing Rent or modifying this Lease's terms.

5. **RENT.**

   A. Monthly Rent. Resident shall pay to Landlord, without demand, deduction or offset, unless permitted by law, the sum of $2,500.00 per month (the "Monthly Rent"), for the term of this Lease. The due date for the Monthly Rent payment shall be day **first (1st)** day of each calendar month (the "Due Date") and shall be considered advance payment for that month. Resident's failure to pay Rent on or before the Due Date is a material breach of this Lease. Landlord has not accepted any Rent payment from Resident, and Rent is not considered paid, if any payment or check does not clear Landlord's banking institution, is dishonored, or if payment is stopped for any reason.

   B. Additional Rent. For the purposes of this Lease, "Rent" shall include all amounts payable by Resident to Landlord per the terms of this Lease, except the Security Deposit, and shall include, but is not limited to the following:

      1. Late Fees. If Resident does not pay Rent when due and any portion of Rent remains unpaid for more than five (5) days, Resident will pay Landlord a late fee of $125, the following shall also apply:

         In addition to the initial late fee, Resident shall pay $5.00 for each additional day thereafter until Rent is paid in full.

         The total late fees for any one month will not exceed $250.00.

The Parties intend that the late fees constitute compensation, and not an unenforceable penalty. The day period before a late fee may be assessed is NOT a grace period and Rent is due and payable on day of each calendar month. Acceptance of late payment by Landlord does not waive Landlord's right to insist that Resident pay Rent by the Due Date for future Rent payments. Partial payment of Rent shall be considered non-payment which may be rejected, and Resident will be subject to late fees as set forth above. Acceptance by Landlord of late or partial Rent does not constitute a waiver of any of Landlord's rights, claims, or remedies.

2. Returned Checks or Electronic Payment Rejection. If Resident either stops payment or any payment by Resident, or on behalf of Resident, is dishonored for insufficient funds or any other reason, Resident shall pay to Landlord the amount of the payment, a processing fee of $25, plus applicable late fees pursuant to this Lease. Furthermore, Landlord may require that Resident pay all future Rent payments by certified funds.

C. Order in Which Funds are Applied. Landlord will apply all funds received from Resident, first to the oldest past due amounts, including any Additional Rent and other fees and costs due from Resident under this Lease, and then to any current charges then due to Landlord, regardless of any notations on or accompanying a check or other payment device used by Resident.

D. Rent Increases and Changes to this Lease. During the initial fixed term there will be no Rent increases or changes to this Lease through the End Date except as allowed by law, or agreed to by the Parties in a written addendum or amendment to this Lease, or subject to a reasonable change to the Community Rules (as defined below).

E. Method of Payment. Landlord reserves the right to require that all Rent payments be made by certified check, money order, bank check, electronic methods, or other certified cash equivalent and to refuse to accept any non-certified funds. Landlord further reserves the right to require that Rent be paid in one monthly payment rather than multiple payments. Landlord's acceptance of a personal check from Resident at any time or series of times shall not create a waiver on the part of Landlord to later demand payment by cash, certified check, money order, bank check, electronic methods, or other certified cash equivalent. Landlord may convert Resident checks via the Automated Clearing House (ACH) system for immediate payment. Landlord does not permit cash payments or third-party checks unless previously authorized by Landlord in writing or as required by law. Payments can be made as follows:

Name, address and telephone number of person or entity to whom payments can be made (Landlord may modify this information from time to time at Landlord's sole discretion):

Name: Sweet Real Estate Leasing, LLC
Address: 248 W. Main Street, Fort Wayne, IN 46802
Phone: 260-363-0101

If available, payments can be made through the online Portal "RentCafe"
(additional fees may apply)

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6. **SECURITY DEPOSIT.**

A. Amount. Upon signing this Lease, unless modified by an Addendum, Resident shall deposit with Landlord the sum of $ 4,000 (the "Security Deposit") as security for Resident's obligations under this Lease, including, but not limited to, unpaid Rent, late fees, and damage caused to the Unit, Building and/or Community during the tenancy. The total Security Deposit held by Landlord may be increased by attached addenda, including, but not limited to, Animal or Satellite Dish Installation Addenda, if not otherwise prohibited by law. Resident may not use the Security Deposit to pay Rent or any other sum due under this Lease. The Security Deposit shall not constitute a limitation of Landlord's damages in the event of Resident's default. Resident shall not be entitled to interest on the Security Deposit, unless required by local law, and any interest earned will be paid to Landlord.

B. **Refund**. Landlord shall return the Security Deposit to Resident, less deductions permitted by this Lease and Indiana law, within 45 days after Resident surrenders possession of the Unit. Landlord shall provide Resident with an itemized statement of any Security Deposit retention. Landlord shall mail the itemized documentation to the forwarding address that Resident provides Landlord, in writing, upon Resident's surrender of the Unit. If the Unit is rented by more than one person, each Resident agrees to be responsible for dividing the refunded portion of the Security Deposit among the other Resident(s). Landlord may refund the Security Deposit to any Resident identified in paragraph 1 of this Lease and shall thereafter be released from further obligation to any and all Resident(s) with regard to the Security Deposit. Nothing in this paragraph prohibits Landlord from recovering other damages to which Landlord may be entitled beyond the amount of the Security Deposit.

C. Deductions. Landlord may use the Security Deposit to reimburse Landlord for unpaid Rent or for expenses or damages incurred by Landlord because of Resident's failure to comply with any provision of this Lease or to meet the obligations imposed on Resident by law. If deductions exceed the Security Deposit, Resident will pay to Landlord the deficiency upon Landlord's written demand. Landlord may deduct reasonably necessary charges from the Security Deposit including, but not limited to, any of the following:

1. Unpaid Rent due under this Lease (as the term "Rent" is defined by law and this Lease) including, but not limited to, payments due under this Lease, such as unpaid Monthly Rent, late fees, returned check fees, attorney's fees, court costs and interest;
2. The cost to repair any damages to the Unit, Building, Community and/or any of Landlord's property, real or personal, including, but not limited to, the cost of general cleaning, carpet cleaning and painting costs, reasonable wear and tear excepted; and
3. Unpaid utilities and any other item allowed by law or equity.

In the event the Security Deposit shall be insufficient to cover Resident's default, Landlord may enforce any additional rights which Landlord may have against Resident, in law or in equity, without any limitation by reason of the Security Deposit or Landlord's failure, inadvertent or otherwise, to strictly comply with the Indiana Security Deposit Statute. UNDER NO CIRCUMSTANCES may resident apply the security deposit to the payment of rent.

7. **UNIT CONDITION**. By accepting possession of the Unit, Resident acknowledges that the Unit (including fixtures and appliances) is in a safe, clean, habitable and sanitary condition and agrees to maintain the Unit in a safe, clean and sanitary condition and in compliance with all applicable laws during the time that Resident is in possession of the Unit. Resident agrees that all appliances and equipment are in good working order and of sufficient capacities for Resident's use. Resident agrees that Landlord has made no promises to decorate, alter, repair, or improve the Unit. Landlord herby disclaims any and all express and implied warranties of habitability beyond those required by IC 32-31-8-5 or any successor legislation.

8. **UNIT USE**. The Unit shall be used and occupied solely by the Occupants, exclusively, as a private residential dwelling, and no part of the Unit or Community shall be used, except as provided by law or as agreed to in writing by Landlord, for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling.

A. Compliance. Resident is responsible and liable for the acts of Occupants, guests and invitees. Occupants, guests and invitees shall comply with this Lease, and any and all laws, ordinances, rules and orders of the Landlord and any and all governmental or quasi-governmental authorities regarding the Unit, the Building, and common areas associated therewith, and the Community, including, but not limited to, tobacco use, controlled substances, and the cleanliness, use, occupancy and preservation of the Unit. Occupants or Occupants' guests or invitees will not use the Unit or any portion of the Community in such a way as to: (i) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (ii) rent out all or a portion of the Unit, garage, parking or storage areas, for vacation or short-term rentals; (iii) commit waste or nuisance; (iv) interfere with the health, comfort and safety of other Residents, neighbors or Landlord or Landlord's agents or (v) annoy, disturb, inconvenience, or interfere with the quiet enjoyment and occupancy of other Residents, neighbors or Landlord or Landlord's agents. Resident agrees to ensure that Occupants, guests and invitees comply with this paragraph. Any person in the Unit, with or without the Resident's knowledge, including, but not limited to, invitees of Occupants, guests or other invitees, shall be deemed to be Resident's guests or invitees for purposes of this Lease.

B. Community Rules. Resident is responsible to see that Occupants, guests and invitees shall follow such rules and regulations as (i) Landlord may distribute or post from time to time relating to the Building or Community (the "Community Rules"), or (ii) are issued by governmental authorities or insurance companies relating to the Building or Community. Resident understands that violations of the foregoing rules and regulations by Occupants, guests, or invitees may be grounds for termination of Resident's possession or occupancy of the leased premises, regardless of whether Resident is aware of the violations committed by Occupants, guests or invitees. To the extent permitted under Indiana law, Landlord may change the Community Rules from time to time. The Community Rules may include, but are not limited to, rules regarding elevator safety and use, pool rules, garbage disposal, recycling, parking regulations, lockout and lost key procedures, security system use, excessive noise, animal identification, animal behavior, use of grounds, maintenance of balconies and decks, display of signs in windows, and common laundry room rules. To the extent available in the Community, Resident understands that recreational facilities are an amenity, and, except as required by law, that Landlord does not guaranty the availability of these amenities under the terms of this Lease. Resident shall only use recreational facilities and other common areas in accordance with the Community Rules. Any guest of Occupants may only be allowed to use the amenities with a Resident present. Resident shall be responsible to pay the costs to repair any damages to the recreational facilities, common areas and other parts of the Community caused by Occupants or Occupants' guests or invitees. By executing this Lease, Resident acknowledges receipt of the current Community Rules.

9. **RESIDENT'S MAINTENANCE OBLIGATIONS**. Except as prohibited by law, Resident shall, at its sole expense, keep the Unit and its appurtenances, appliances and utilities in a safe, clean and sanitary condition during this Lease's term and any renewal of it. Without limiting the generality of the foregoing, Resident shall:

A. Promptly notify Landlord of dangerous conditions in the Unit and the Community that Resident becomes aware of and **promptly notify Landlord in writing of conditions that need repair**. Failure to reasonably notify Landlord of an ongoing dangerous condition in the Unit shall constitute a breach of this Lease, and may be an immediate and irreparable breach depending on the severity of the impact and damages. Landlord may recover from Resident the actual and reasonable cost of repairs that are the fault of Occupants or Occupants' guests or invitees. Resident is also responsible for all repair costs that result from Resident's failure to report a condition needing repair in a timely manner;

B. Pay for the costs of repair of the following conditions caused by Occupants, guests or invitees that may occur during the original term or a renewal or extension, including, but not limited to: (i) damage from blocked drains and/or wastewater stoppages due to the disposal or placement of any foreign or improper objects in lines that exclusively serve the Unit; (ii) damage to walls, ceilings, floors, doors, windows, and screens; (iii) damage due to windows or doors left open; and (iv) damage/repair/extermination fees incurred as a result of Occupants, guests or invitees failing to maintain the Unit in a clean, safe, clutter free and sanitary condition;

C. At all times maintain the Unit, including the appliances and furnishings, in a clean, safe, and sanitary condition. Such obligation includes maintaining proper climate control to keep the Unit clean and free of mildew or mold or other unsanitary conditions;

D. Care for, use and operate appliances, equipment, and facilities in accordance with the operating instructions and in a safe manner, and as otherwise instructed by Landlord;

E. Not obstruct the driveways, sidewalks, entry ways, stairs and/or halls, or any interior area of the Unit, that are used for the purposes of ingress and egress. Not store or ride bicycles, scooters, skateboards or other items in the driveways, entry ways, stairs and/or halls. Lounging or loitering on the front steps, public balconies, or in the common hallways that interferes with the convenience, movement and quiet enjoyment of other Residents is prohibited;

F. Keep all windows, glass, window coverings, doors, locks and hardware in good and clean order and repair;

G. Not obstruct any heating, ventilation, or air-conditioning ducts;

H. Not hang any laundry, clothing, sheets, or other articles from any window, rail, porch, or balcony, nor air or dry any of same within any common area or space;

I. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

J. Cooperate with Landlords's maintenance personnel to replace HVAC filters as needed and free from dirt. Resident acknowledges and agrees that if Landlord provides air conditioning, Landlord will repair the air conditioning system in a commercially reasonable timeframe;

K. Deposit all trash, garbage, rubbish or refuse at least weekly in a lawful, clean and safe manner in the locations provided and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas;

L. Properly use and operate all electrical, gas, heating, and plumbing fixtures and keep the same in a clean and safe condition;

M. Properly notify landlord to replace light bulbs specific to the Unit with the correct wattage bulbs. All light bulbs, including appliance bulbs, must be in working order upon vacating the Unit;

N. Surrender the Unit in a safe, clean, and good condition, subject to ordinary wear and tear;

O. Allow the Landlord to use pesticides or other chemicals as permitted by law, to clean, and/or remediate any condition in or about the Unit for the protection of the Residents or the Building, if Landlord deems it advisable or necessary, and Resident shall timely notify Landlord of any bug, rodent or insect infestations;

P. Not keep in the Unit any item of a hazardous, dangerous, flammable, or explosive character that might unreasonably increase the danger of health risks, fire or explosion in the Unit or that might be considered hazardous by any responsible insurance company;

Q. Reimburse Landlord for the cost of any repairs to the Unit, including Landlord's personal property therein, damaged by Occupants or Occupants' guests or invitees through misuse, neglect, negligence, or intentional misconduct;

R. Keep the Unit sufficiently heated in cold weather so that the plumbing serving the Unit does not freeze;

S. Comply with all obligations imposed primarily on Resident by applicable provisions of health and housing codes;

T. Keep the areas of the Unit and Community occupied or used by Resident reasonably clean;

U. Use the following in a reasonable manner: (i) Electrical systems. (ii) Plumbing. (iii) Sanitary systems. (iv) Heating, ventilating, and air conditioning systems. (v) Elevators, if provided. (vi) Facilities and appliances of the rental premises;

V. Refrain from defacing, damaging, destroying, impairing, or removing any part of the Unit; and

W. Comply with all reasonable rules and regulations in existence at the time this Lease is entered into. Resident shall also comply with amended rules and regulations as provided in this Lease.

10. **ALTERATIONS AND IMPROVEMENTS**. Resident shall not make any repairs, alterations, or improvements in or about the Unit without Landlord's prior written consent. Alterations and improvements include, but are not limited to: (i) changing or removing any part of appliances, furnishings, fixtures, and equipment; (ii) installing wallpaper or other wall adhesives; (iii) painting the walls, ceilings, fixtures, and appurtenances; (iv) changing or installing locks or burglar alarm system (if the Unit is so equipped); (v) installing unauthorized lockboxes/keyless entry devices, altering any electrical item, altering or removing alarm systems, smoke detectors, and carbon monoxide detectors, changing locks or rekeying unless allowed pursuant to statute or if Landlord has consented in writing; (vi) installing antennas, lighting fixtures, surveillance, or other equipment (except that the installation of satellite dishes may be permitted if Resident executes a Satellite Dish Installation Addendum and complies with reasonable restrictions as permitted by law); and (vii) using nails, screws, or fastening devices on floors, walls, ceilings, or woodwork, except that Resident may use a reasonable number of small nails or tacks on walls to hang pictures. Any and all alterations, changes, and/or improvements built, constructed, or placed in the Unit by Resident with Landlord's written consent shall, unless otherwise provided by written agreement between the Parties, be and become the property of Landlord without compensation to Resident and shall remain in the Unit at the expiration or earlier termination of this Lease unless Landlord requires removal, which removal shall be at Resident's sole expense. Any and all alterations, changes, and/or improvements built, constructed, or placed by Resident without Landlord's written consent shall be promptly removed by Resident on demand from Landlord and Resident shall promptly restore the Unit to its preexisting condition at Resident's sole expense unless Landlord notifies Resident that Landlord shall make such restoration at Resident's expense. Resident shall not allow any construction lien or other claim to be filed against any part of the Community or the Unit. If any lien or claim is filed against any part of the Community or the Unit, Resident shall have it removed within 10 days at Resident's expense. In the event Resident does not timely remove any lien, Landlord may remove the lien, in Landlord's sole discretion, and Resident shall reimburse Landlord for the cost of such removal, which shall include any expenses including reasonable attorney's fees and any other fees incurred by Landlord in connection therewith.

11. **UTILITIES**. The attached utility addendum describes the Parties' respective responsibilities regarding utilities and services and whether a utility or service is submetered, prorated by an allocation formula, or based on a set fee. Utilities must be used only for normal residential purposes and shall not be wasted. Resident agrees to pay for all utilities as set forth in the utility addendum and shall not allow essential utilities such as water, electricity or gas to be disconnected until the end of this Lease term.

12. **ACCESS BY LANDLORD**. Upon reasonable notice of Landlord's intent to enter the Unit, (through either written, oral, voicemail, text message, or email), Landlord may enter the Unit at reasonable times for business purposes, including, but not limited to, posting any notices required by law or to provide services, inspect, repair, improve, or to show the Unit to prospective or actual purchasers, Residents, workers, contractors or lenders. If Resident is not present, Landlord may enter the Unit by use of a master key, use of a locksmith, or other reasonable means. If a locksmith is required because Resident has changed the locking device or installed a burglar alarm system without Landlord's written consent or without providing Landlord with a key capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system,

Resident will be charged for the cost. No prior notice of entry by Landlord is required in the event of an emergency that threatens the safety of Occupants or Landlord's property for an emergency repair. Resident's failure to permit Landlord reasonable access is a material breach of this Lease. If Resident abandons the Unit, as defined below and by law, before this Lease ends, Landlord may re-enter the Unit to decorate, remodel, alter, or otherwise prepare the Unit for re-occupancy by a new Resident without prior notice to Resident and without waiving any other rights or remedies Landlord may have against Resident pursuant to this Lease, at law, or in equity. Landlord's right of access shall not impose any obligation on Landlord to enter the Unit.

13. **ANIMALS**. Resident shall not allow any animal, including, but not limited to, mammals, reptiles, birds, fish, rodents, or insects in the Community, even temporarily, unless otherwise agreed to by a separate written Animal Addendum. If Resident violates the animal restrictions of this Lease, Resident is in material breach of this Lease. Landlord may remove or cause to be removed any (i) unauthorized animal, or (ii) authorized animal if the Landlord reasonably believes the animal is an imminent or actual danger to others, is in need of urgent medical attention, or is being abused, by delivering it to appropriate local authorities or as otherwise provided by law. To the maximum extent allowed by law, (i) Landlord will not be liable for any harm, injury, death, or sickness to any animal due to Landlord's acts or omissions, and Landlord's liability, if any, shall be limited to the replacement cost of the animal, and (ii) Resident is responsible and liable for any loss, claim, personal injury, damage, or required cleaning to the Unit or Community caused by any animal, whether authorized or not, and for all costs Landlord may incur in removing or causing any animal to be removed, including reasonable attorney's fees. Notwithstanding the provisions of this clause, service or support animals for the assistance of a person with a disability shall be permitted upon Resident's request, but Resident shall be liable for all claims and damages related to the service or support animal, including, but not limited to, personal injury, or damages to the Unit, Community, or Landlord's property and the costs of restoring the Unit, Community, or Landlord's property to its prior condition, excluding ordinary wear and tear. Resident shall not allow any service or support animal to cause a nuisance or to otherwise violate any Lease term. In a manner consistent with state and federal laws, regulations and guidelines, as then applicable, Landlord may require a written statement from a healthcare professional verifying an Occupant's need for a service or support animal. An Occupant's misrepresentation about the need for a service or support animal is a material breach of this Lease.

14. **NON-DELIVERY OF POSSESSION**. If Resident does not take possession of the Unit, Resident will still be responsible for paying Rent and complying with all other terms of this Lease, subject to Landlord's duty to mitigate damages. If Landlord cannot deliver possession on the Commencement Date, then Landlord shall have no liability, but Rent shall abate until Landlord delivers possession. The delay in possession will not affect any of the other terms of this Lease. This Lease's End Date will not change. If Landlord cannot deliver possession within 30 days of the Commencement Date, Resident may terminate this Lease and Landlord shall return the Security Deposit and any Rent monies collected. Landlord is not responsible for any cost of temporary or alternate housing incurred by Resident because of the non-delivery or delayed possession unless the failure is willful and not in good faith.

15. **RESIDENT HOLDING OVER**. If Occupants or Occupants' guests or invitees remain in possession of the Unit without Landlord's consent after the End Date, expiration or termination of this Lease, then Resident ("Holdover Resident") shall pay to Landlord, without demand, deduction or offset, holdover rent which shall be paid in advance month to month and shall increase, without notice at the commencement of the holdover tenancy of two hundred percent (200%) over the Monthly Rent in effect prior to such holdover (the "Holdover Rent"). Resident shall also be liable to Landlord for all resulting losses suffered by Landlord for Holdover Resident's failure to move out of the Unit, including, but not limited to, the balance of the rent for the remainder of the new Resident's tenancy who could not move into the Unit due to Resident's holdover, less mitigation; advertising and screening for a replacement Resident; locator service fees; reasonable attorneys' fees; and any other damages permitted pursuant to this Lease, at law, or in equity.

16. **ASSIGNMENT, SUBLETTING AND LONG-TERM GUESTS.**

A. Prohibited. Unless otherwise permitted by law, Resident shall not assign this Lease or sublet or grant any license or right to occupy or use the Unit, parking areas, storage areas, garage, carport or other rented space

for a term of any duration, including, but not limited to, vacation and short-term rentals, whether paying or not, without Landlord's prior written consent which will be at Landlord's sole discretion. Landlord's written consent to one such assignment, subletting, or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license and does not release Resident of Resident's obligations under this Lease. An assignment, subletting, or license without the prior written consent of Landlord is a material breach of this Lease and is null and void.

B. Guests. Persons not expressly identified in paragraphs 1 and 3 of this Lease may not stay in the Unit for more than **three (3)** consecutive days or **seven (7)** total days within any **ten (10)** day period. Any person staying in the Unit in excess of said time frames shall be deemed to be an unauthorized occupant, unless Resident has given written advance notice to Landlord (stating the other person's name, age, relationship to Resident, expected duration of such occupancy, and purpose of the occupancy) and Landlord has given written approval to Resident for that temporary occupancy. Landlord's written approval shall not grant any rights to that other person, other than as set forth in the written notice. Landlord's written approval does not constitute a consent to an assignment, subletting, or a grant of any rights of succession to such other person. The use of the Unit by others – for any length of time – such as boarders, roomers, or guests through any organization or website such as Airbnb, Home Away, Vacation Rentals by Owners or other similar organization, and whether for consideration or not, is prohibited. "Use" includes advertising, and any and all other activities involved in locating short term renters and or disseminating information of, and regarding, the possible availability of the premises for any apartment rental by short-term or transient occupants.

17. **UNIT DAMAGE**. The following provisions apply if the Unit is destroyed or rendered wholly or partly uninhabitable by fire, storm, earthquake, or other casualty (collectively, "Casualty"), but shall not be interpreted to relieve Resident of any obligation to pay Rent which accrued prior to the Casualty:

A. Notice. Resident shall immediately notify Landlord of any Casualty that occurs to the Unit or the Community and of any damage caused thereby.

B. Unit Uninhabitable. Subject to subparagraph 17.E, if the Unit, Building or Community are damaged or destroyed by a Casualty to the extent that Resident's enjoyment of the Unit is substantially impaired or required repairs can only be accomplished if the Resident vacates the Unit, then either the Resident or Landlord may terminate this Lease as permitted by applicable law.

C. Unit Partly Uninhabitable. Subject to subparagraph 17.E., if only a part of the Unit is uninhabitable, and neither the Resident nor Landlord elects to terminate as permitted by applicable law or fails to follow the procedure required by applicable law, Landlord will, where practicable, attempt to repair such damage and restore the Unit within 30 days after such damage. If part of the Unit cannot be used, Rent shall be adjusted proportionally, based on the proportion of the Unit still habitable by Resident as determined at the sole discretion of the Landlord, until Landlord restores the Unit.

D. Repair. Landlord shall not be obligated to repair or restore any alterations or improvements made by Resident to the Unit. Landlord will also not be required to repair, replace or clean any property brought into the Unit by Resident.

E. Resident Liability. If the Casualty is caused by Occupants or Occupants' guests, invitees, employees, contractors, agents, or visitors, Resident shall pay for all repairs and other damages and Rent shall not abate during the period that the Unit, Building and/or Community are not habitable or only partially habitable. Landlord shall also have the right, in its sole discretion to terminate this Lease at any time due to a Casualty caused by Occupants or Occupants' guests, invitees, employees, contractors, agents, or visitors, and Resident will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income to the fullest extent allowed by law.

18. **GOVERNMENTAL TAKING**. If the whole or any substantial part of the Unit or Building is taken for any

public purpose or use or for any quasi-public use under governmental law, ordinance, or regulation, by right of eminent domain, or by private purchase in lieu of condemnation, and the taking would render the Unit uninhabitable, this Lease shall terminate and the Rent shall be abated proportionally upon the date that the physical taking of the Unit occurs. Compensation for any governmental taking shall belong to Landlord, only; there shall be no allowance to Resident based on termination of this tenancy.

19. **SUBORDINATION OF LEASE.** This Lease and Resident's interest therein are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or later placed on the Unit 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. Upon Landlord's request, Resident shall promptly execute any documents necessary to indicate such subordination and endorse an estoppel letter stating the following if true: (i) this Lease is in effect; (ii) Resident has no rights to the Unit beyond those in this Lease; (iii) whether Resident is current on Rent; (iv) Resident has not pre-paid Rent; (v) Resident holds no options or first rights of refusal to purchase the Unit; (vi) the amount of any security deposit; (vii) any fixtures claimed to be owned and removable by Resident; (viii) the names of each Occupant and the dates of their residency; and (ix) such other reasonable and true statements with regard to this Lease as Landlord requests.

20. **INDEMNIFICATION.** To the extent permitted by law, Resident shall defend, indemnify, and hold Landlord and Landlord's agents harmless from and against any and all liability, loss, cost, or expense, including reasonable attorneys' fees, arising from or relating to any act or negligence of Occupants, Occupants' agents, contractors, guests, animals, or invitees, or any person in or about the Community with Occupants' express or implied consent. The provisions of this paragraph shall survive the expiration or termination of this Lease. It is the Parties' intent that this paragraph be consistent with Indiana law and local ordinance and that any provision that is not consistent or otherwise found to be improper shall be stricken and not enforced.

21. **SMOKE AND CARBON MONOXIDE DETECTORS.** Resident shall ensure that each smoke or carbon monoxide detector(s) ("Detector") installed in Resident's rental unit remains functional and is not disabled. If the Detector is battery operated, Resident shall notify resident that the batteries in the Detector need replaced. If the Detector is hard wired into the Unit's electrical system, and Resident believes that the Detector is not functional, Resident shall provide written notice to Landlord. Resident must not disconnect or intentionally damage a Detector. Resident may be subject to damages, civil penalties, and attorney's fees for not complying with this notice. Resident requests for additional installation, inspection, or repair of Detectors must be in writing. Resident will not refuse Landlord access for the purpose of inspecting, maintaining, repairing, or installing Detectors.

ACKNOWLEDGEMENT

Resident hereby acknowledges that the Unit is equipped with a functional smoke detector on each floor of the Unit. Signature: _____ _____ _____ _____

_____ _____ _____ _____

22. **RENTERS INSURANCE.** Renters insurance **IS** required. If Resident fails to obtain the insurance, Landlord may purchase a Landlord Placed Resident Liability Insurance policy ("LPTLI") at Resident's monthly expense of $25, plus any applicable administrative fees, which amount shall be paid by Resident to Landlord payable each month with Resident's Rent. If Landlord requires renters' insurance, and Resident does not obtain the requisite insurance and provide proof of the same to Landlord upon written request, such action shall constitute a material breach of this Lease.

Resident understands and agrees that Landlord is not responsible for, and will not insure, Occupants or Occupants' guests or invitees' furniture, vehicles, or other personal property. Even if Landlord does not require renters insurance, Landlord recommends that Resident obtain and maintain in full force and effect during the entire tenancy, a policy of renters insurance from a recognized insurance firm to cover Resident's liability, personal

property damage, damage to the Unit, and coverage for temporary relocation during repairs or if Resident is required to temporarily relocate for any reason. Resident must determine the type, coverage and exclusions of renters insurance. Renters insurance does not typically cover damage from a flood. Resident understands that damage can result from water coming from above as well as from below. RESIDENT ACKNOWLEDGES THAT RESIDENT IS NOT AN INSURED, CO-INSURED OR ADDITIONAL INSURED ON ANY INSURANCE THAT LANDLORD MAINTAINS, INCLUDING BUT NOT LIMITED TO FIRE OR STRUCTURAL INSURANCE, AND THAT NO PART OF RESIDENT'S RENT PAYMENT IS APPLIED TO ANY SUCH INSURANCE, AND THAT LANDLORD'S INSURANCE DOES NOT COVER OCCUPANTS, OCCUPANTS' GUESTS OR INVITEES, OR THEIR PERSONAL PROPERTY. Resident shall do nothing and permit nothing to be done in or about the Unit and/or the Community that would contravene any fire insurance policy covering the Unit and/or the Community.

23. **NOTICE**. All written notices to Resident shall be delivered to Resident (i) in person; (ii) by posting at the Unit, whether or not Resident is present; (iii) by mail to Resident's last known address; or (iv) by email or other electronic communication if provided in Resident's application or previously used by Resident to communicate with Landlord. Written notice to Resident from Landlord's agents, including, but not limited to, Landlord's property manager, constitutes notice from Landlord. Resident's notices to Landlord regarding repairs, property services and security must be submitted through Landlord's online Resident/maintenance portal or in writing and delivered to the property manager listed below. If more than one Resident rents' the Unit, notice by Landlord to one Resident is notice to all Residents and notice by one Resident to Landlord binds all Residents. Landlord and/or property manager may change during the term of the Lease. All notices to Landlord shall be served at the below addresses, or as may be modified from time to time by Landlord:

Persons residing in Indiana:

Property Manager (authorized to manage the dwelling unit):	Person reasonably accessible to Resident authorized to act as agent for Landlord for purposes of service of process and receiving and receipting for notices and demands:
Name: Tiffany Fries – Sweet Real Estate Address: 7100 W Jefferson Blvd. Fort Wayne, IN 46804 Phone: 260-693-8049	Sweet Real Estate Leasing, LLC 7100 W. Jefferson Blvd. Fort Wayne, IN 46804 260-693-8049

In case of a housing emergency, call: 260-363-0101.

24. **MISCELLANEOUS AND DISCLOSURES.**

A. Smoking.

1. Smoking and/or vaping of any type including tobacco and cannabis products **IS NOT** allowed within the Unit or in the common spaces.
2. If the Unit has been designated a non-smoking unit, it is a material breach of the Lease for Occupants or their guests or invites to engage in smoking in the Unit or exclusive use areas such as balconies, porches, or patios.
3. It is a material breach of the Lease for the Occupants or their guests or invites to:
   a. Violate any Federal, State or local law regarding smoking while in the Unit;
   b. Smoke in a non-smoking unit; or
   c. Smoke in any multi-unit residence common area in which smoking is prohibited by Landlord.
   d. Smoke, in any form, marijuana, including medical marijuana, anywhere in the Community, including, but not limited to, inside the Unit. Marijuana remains a controlled substance under federal law and the possession, manufacturing, use or distribution of marijuana in any form, is a material and irreparable breach of this Lease.

Compliance with the smoking policy is one of Resident's material obligations under the Lease. It is a violation of a substantial obligation of this Lease if the Occupants or their guests or invitees, or anyone else whom resident permits to be on a long-term or short-term basis in the Community or within 15 feet of any entrance thereof to violate the smoking policy. Resident agrees that any damage caused to the Unit due to smoking, even if permitted by the Landlord, is considered more than ordinary wear and tear and damages resulting therefrom will be deducted from the Security Deposit. Resident understands that they will be held liable for the cost of the labor and materials associated with removing and remedying any smoke damage, including, but not limited to, discoloration of walls, smoke odors, related cleaning, painting, or other damages caused by smoking.

B. Water Filled Furnishings. Resident shall not keep waterbeds, aquariums or other containers capable of holding in excess of five gallons of water (except for drinking purposes), in the Unit.

C. Statutory Rights. Resident may or may not have statutory rights of early termination of this Lease, including, but not limited to, with regard to domestic violence and military status (see, e.g., Servicemembers Civil Relief Act), and should consult an attorney to see if any rights are applicable.

D. Fair Housing. It is Landlord's policy to provide reasonable accommodations and to allow reasonable modifications consistent with federal and state laws for any Resident with a disability in order for that Resident to apply for, use and enjoy the Unit. If Resident believes that a disability-related issue requires Landlord's special attention, Resident agrees to immediately notify Landlord, preferably in writing, of their request for reasonable accommodation and/or modification.

E. Electronic Signatures. The Parties agree that this Lease may be executed in part or entirely by electronic signatures and that the signatures appearing on this Lease, addenda and any renewal thereof are the same as handwritten signatures for all purposes, including validity, enforceability and admissibility.

25. **DEFAULT**. Resident's right to remain in possession of the Unit is conditioned on Resident's timely and full performance of each of Resident's obligations under this Lease and applicable law. Each of the following may be treated by Landlord as a "Default" by Resident under the terms of this Lease, subjecting Resident to Lease termination, but the list is not exhaustive:

A. Resident violates any term of this Lease, including, but not limited to:
   1. Not paying Rent, or any other charge required to be paid by Resident when due;
   2. Allowing unauthorized persons to live in the Unit;
   3. Not keeping the Unit in a safe, clean and sanitary condition during this Lease term and any Lease extension or renewal;
   4. Violating the smoking, quiet enjoyment, Community Rules, animal restrictions or other provisions of this Lease;
   5. Causing damage, beyond ordinary wear and tear, to anything at or in the Unit, Building, or Community;
   6. Making unauthorized alterations or improvements to the Unit, Building, or Community;
   7. Failing to establish and maintain an essential utility service, such as gas, electric, water and sewer for the Unit, and failing to timely pay for such services;
   8. Giving Landlord untruthful, inaccurate, false or misleading information on the rental application or otherwise;
   9. Interfering with Landlord's lawful access to the Unit;
   10. Allowing liens to be placed against the Community or any portion thereof; and
   11. Failing to obtain and maintain renters' insurance, if required by this Lease.

B. Resident abandons the Unit prior to the End Date, or any extension or renewal of the Lease term, except as permitted in this Lease or pursuant to law;

C. Occupants commit or threaten an act involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia;

D. Any illegal drugs or paraphernalia are found in the Unit or on the person of Occupants or Occupants' guests or invitees while in the Community;
E. Becoming a Holdover Resident;
F. Failing to carry out Resident's obligations under applicable laws, statutes, regulations, ordinances, and any rules and regulations applicable to the Unit and/or Community; and
G. Other violations of this Lease, its addenda or applicable law.

Landlord shall be entitled to all remedies permitted under this Lease, at law, or in equity for Resident's noncompliance with the terms of this Lease and Landlord's remedies are cumulative. Resident shall not be entitled to any notice or opportunity to cure a Default, unless required by law. If Resident Defaults during the initial term of the Lease, Resident shall repay, in addition to any other damages owed, any concessions or discounts received.

26. **UNIT MOVE-OUT**. Upon expiration or termination of this Lease's term, Resident shall surrender the Unit and all furnishings, fixtures, equipment, and other property belonging to Landlord in as good a state and condition as the Unit was at the Commencement Date, ordinary wear and tear excluded. Resident shall provide Landlord with written notice of Resident's forwarding address. Resident shall return all keys to any locks, locking devices, bolts, or latches and other means of access to the Unit including, but not limited to, key fobs, gate and/or garage remotes. Resident shall remove all persons from the Unit and all personal property of Occupants or Occupants' guests or invitees.

27. **ABANDONMENT / EXTENDED ABSENCE**.

A. Abandonment Defined. The Unit and all of Resident's personal property is considered abandoned where a reasonable person would conclude that Resident has vacated the premises and has surrendered possession of the personal property.

B. Extended Absence by Resident. Resident shall notify Landlord if Resident will be absent from the Unit for a period in excess of seven consecutive days or more. During such absence, Landlord may enter the Unit as reasonably necessary to maintain the Unit and inspect for damage and needed repairs, by force or otherwise.

C. Landlord's Remedies. If Resident abandons the Unit, Resident will be liable for Landlord's actual damages, including, but not limited to future Rent, which shall accelerate and become immediately due and payable for the remainder of the Lease, less any Rent Landlord collects or could have collected through reasonable mitigation. Resident will also be responsible for Landlord's costs of advertising and screening for a replacement Resident, locator service fees, unit turn costs, reasonable attorneys' fees, any damages to the Unit caused by Resident, excluding ordinary wear and tear, and any other damages permitted pursuant to this Lease, at law, or in equity.

28. **REMOVAL OF PROPERTY AFTER EVICTION, SURRENDER, OR ABANDONMENT**. If Resident surrenders or abandons the Unit, Landlord may store, dispose or sell as permitted by law or in equity all of Occupants' or Occupants' guests' or invitees' personal property remaining in or about the Unit, Community or any garage or storage areas designated for Resident's use under this Lease (including any vehicles). If Resident is evicted from the Unit, and Resident fails to remove Resident's personal property as ordered by the court, Landlord may deliver the personal property to a warehouseman or to a storage facility if notice of both of the following has been personally served on Resident at Resident's last known address: (i) an order for removal of person property issued by the court; and (ii) the identity and location of the warehouseman or the storage facility.

29. **ATTORNEYS' FEES AND COLLECTION**.

A. Attorneys' Fees. Resident shall pay as Rent to Landlord, reasonable attorneys' fees, court costs and other expenses incurred by Landlord in connection with any violation or default by Resident, any action by Landlord in enforcing the terms of this Lease against Resident, or in connection with a dispute arising under this Lease, to the maximum extent permitted by law, and regardless of whether or not legal suit is commenced.

B. Collection. Resident must pay all collection agency fees, including contingent collection agency fees, if Resident fails to pay all sums due under this Lease and as provided by law. A negative credit report may be submitted to a credit reporting agency if Resident fails to fulfill the terms of Resident's obligations under this Lease. Resident authorizes Landlord and any collection agency hired by Landlord, as provided by law, to (i) contact Resident using all legally available means and (ii) obtain Resident's consumer credit report in an attempt to collect past due Rent, late fees, or other charges from Resident. Resident's authorization shall survive the expiration or termination of this Lease.

30. **RECORDING OF LEASE.** It shall be a material breach of this Lease if Resident records this Lease in the public records of any public office and Landlord shall be entitled to all rights and remedies that Landlord has at law or in equity if Resident breaches this provision.

31. **GOVERNING LAW; JURISDICTION; VENUE; JURY WAIVER.** This Lease shall be governed and construed in accordance with the laws of the State of Indiana, without regard to conflicts of laws principles. Resident consents to exclusive personal jurisdiction and venue in the courts located in the township or county where the Unit is located.

32. **JURY TRIAL WAIVER. TO MINIMIZE LEGAL EXPENSES AND TO THE EXTENT ALLOWED BY LAW, THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS LEASE. THE PARTIES' WAIVER SURVIVES THE EXPIRATION OR TERMINATION OF THIS LEASE.**

RESIDENT ACKNOWLEDGES THAT RESIDENT HAS CONSULTED, OR HAS HAD AMPLE OPPORTUNITY TO CONSULT, LEGAL COUNSEL REGARDING THIS LEASE AND EACH AND EVERY PROVISION OF THIS LEASE.

Resident(s)' initials: _____ _____ _____ _____ _____ _____ _____ _____

33. **CLASS ACTION WAIVER. TO THE EXTENT ALLOWED BY LAW, THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY OR THE PARTIES' REPRESENTATIVES AS A MEMBER OR REPRESENTATIVE IN ANY CLASS OR REPRESENTATIVE ACTION. THE PARTIES' WAIVER SURVIVES THE EXPIRATION OR TERMINATION OF THIS LEASE.**

Resident(s)' initials: _____ _____ _____ _____ _____ _____ _____ _____

34. **SEVERABILITY.** If a court or other body of competent jurisdiction determines any provision of this Lease and any addenda to be invalid, unenforceable, or prohibited by applicable law, the remaining provisions will remain fully valid, enforceable, and binding on the Parties. The court shall interpret this Lease and any addenda, and the provisions therein, in a manner so as to uphold the valid portions of this Lease and any addenda, while preserving the intent of the Parties.

35. **WAIVER.** No waiver of any provision hereof shall be effective unless made in writing and signed by Landlord. The failure of Landlord to require strict performance of any term or obligation of this Lease, or the waiver by Landlord of any breach of this Lease, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

36. **TIME OF ESSENCE AND MODIFICATION.** Time is of the essence in this Lease. The Parties agree that this document contains the entire agreement between them, and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by the Parties or as permitted by law. Resident is not relying on any oral representations or brochures as an inducement for entering this Lease. This Lease may be executed in duplicate, and Resident acknowledges that a copy thereof was delivered to Resident at the time the Lease was fully executed.

37. **FORCE MAJEURE EVENTS.** Landlord shall not be liable or responsible to Resident, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any term of this Lease, when and to the extent such failure or delay is caused by or results from acts beyond Landlord's control, including, without limitation, the following force majeure events (the "Force Majeure Events"): (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Lease; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (ix) shortage of adequate power or transportation facilities; (x) pandemics, epidemics, or other public health emergencies; and (xi) other occurrences which are beyond Landlord's control. Landlord, at Landlord's sole discretion, may terminate this Lease if Force Majeure Events cause the Unit or parts of the Community to be uninhabitable by giving written notice to Resident, returning any advance payments of Rent, and returning any Security Deposit, minus any lawful deductions to Resident. Landlord is not responsible for any cost of temporary or alternate housing incurred by Resident because of the termination of this Lease due to Force Majeure Events.

38. **JOINT, SEVERAL, AND INDIVIDUAL OBLIGATIONS.** If more than one Resident signs this Lease, each one shall be individually and completely responsible for the performance of all obligations of Resident under this Lease, jointly and severally with every other Resident, and individually, irrespective of whether such Resident is in possession of the Unit. If the full amount of Rent is not paid, no individual Resident will be entitled to remain in possession of the Unit simply by paying a portion or a percentage portion of the overall Rent under whatever arrangement may exist among or between the Residents themselves.

39. **INTERPRETATION.** Landlord intends for this Lease to be fully compliant with Indiana law. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Wherever appropriate in this Lease, a singular term shall be construed to mean the plural where necessary, and a plural term the singular. Resident and Occupants are sometimes referred to herein interchangeably, and should be interpreted as broadly as the context, law, or equity requires. Landlord means the owner of the property or any of owner's successors in interest or assigns, and not the owner's property manager, if any. The headings in this Lease are for reference only and shall not affect the interpretation of this Lease. All references in this Lease to "Landlord's discretion," or to the "discretion of Landlord," or any similar phrases, shall mean the Landlord's sole and absolute discretion based upon the facts and circumstances known to Landlord at the time the decision was made. All references to "guests and invitees", or any similar phrases, shall be deemed to include the agents, representatives, visitors, licensees, employees, and contractors of the Occupants. Landlord can designate agents or employees to perform its duties under this Lease or to assert Landlord's rights and remedies pursuant to this Lease.

40. **ADDENDA, AMENDMENTS OR RIDERS.** Any addenda, amendments, riders, forms or disclosures that Resident signs contemporaneously with the execution of this Lease are attached to and incorporated into this Lease.

This Lease is entered into between Landlord and Resident as of the Effective Date set forth above.

Resident:
Signature: Laurecia Adair
Print Name: _____

Signature: _____
Print Name: _____

Landlord or Landlord's Representative:
Signature: Tiffany Fries
Print Name: Tiffany Fries

Mixed Use Addendum

This Addendum is incorporated into the Lease entered on February 16, 2026 by and between Sweet Real Estate – leasing, LLC (the "Landlord") and City of Fort Wayne (the "Resident") for the unit located at The Pearl - 248 W Main St, Fort Wayne, IN 46802 Unit 104/204 – 647 Webster Street, Fort Wayne, IN 46802 (the "Unit"). Any conflict between the terms of the Lease and this Addendum shall be resolved in favor of this Addendum. Landlord and Resident agree as follows:

1. **MIXED USE AREA.** The Unit is in or near a mixed-use area, with a blend of commercial, retail, entertainment, and residential facilities in close proximity. The commercial, retail and entertainment establishments will, by their nature, potentially produce inconveniences, including, but not limited to, lights, noises, sounds, vibrations, smoke, music, litter, odors, or traffic on a 24-hour/365-day basis. One or more of these inconveniences may occur even if the commercial, retail and entertainment facilities are operating in conformance with existing laws and regulations and locally accepted customs and standards for operations of such use. Resident acknowledges that: (i) Landlord is not responsible for and cannot control the conditions that result from living in close proximity to commercial, retail or entertainment establishments; (ii) the mixed-use area may affect Resident's use and quiet enjoyment of the Unit, and Resident knowingly accepts this inconvenience; and (iii) during Resident's tenancy, the use of some commercial, retail and entertainment establishments may change, modify, cease, or increase, and Resident assumes any risk from such change, modification, cessation or increase of operations and understands that this will not release Resident from Resident's responsibilities pursuant to the Lease.

2. **RESIDENT'S WAIVER.** Resident is knowingly moving into a dwelling that is in or near a mixed-use area and has voluntarily chosen to reside in close proximity to commercial, retail or entertainment establishments. Resident voluntarily assumes the risks of inconvenience and nuisance related to residing in a dwelling located in or near a mixed-use area. To the fullest extent permitted by law, Resident waives any and all claims against Landlord that arise out of or are in any way related to Resident's dwelling being located in or near to a mixed-use area. Subject to law, Resident waives any right to claim that any inconvenience associated with living in or near a mixed-use area entitles Resident to offset rent or forms a basis for a complaint against Landlord for rent relief, fitness and habitability, quiet enjoyment, nuisance, or any other claim, right or remedy.

3. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this Addendum have the meanings given to them in the Lease.

This Addendum is entered into between Landlord and Resident as of the Effective Date set forth in the Lease.

Resident:
Signature: Patricia A Rolen
Print Name: _____

Signature: _____
Print Name: _____

Landlord or Landlord's Representative:
Signature: Tiffany Fries
Print Name: Tiffany Fries

Authentisign ID: DC5911BC-A49C-F111-9B33-000D3A4FF82A

Appliances Addendum

The undersigned agree that this Addendum is incorporated into and made part of the Lease entered on February 16, 2026, by and between Sweet Real Estate Leasing, LLC (the "Landlord") and City of Fort Wayne (the "Resident") for the unit located at The Pearl, 248 W Main St, Fort Wayne, IN 46802 Unit 104/204 – 647 Webster Street, Fort Wayne, IN 46802 (the "Unit") and that it shall be renewed and shall expire under the same terms and conditions as the Lease. Any conflict between the terms of the Lease and this Addendum shall be resolved in favor of this Addendum.

Appliances Included in the Unit

Refrigerator	Stove/Oven	Washer Serial No: _____
Dishwasher	Microwave	Dryer Serial No: _____
Garbage Disposal	AC (Window or Portable)	Other: _____

Resident agrees to (i) use the appliances in accordance with the manufacturer's instructions, (ii) take proper care of the appliances, (iii) keep the appliances clean, (iv) remove dryer lint prior to each use of the dryer (if applicable), and (v) not overload the washer and dryer (if applicable) with clothes or other washable items. Resident shall be responsible for the cost of any repairs or damage to the appliances beyond normal wear and tear. Resident must pay Landlord on demand for any repair or damage to the appliances caused by Resident's misuse, negligence or use of the appliances in a manner that is different than the manufacturer's instructions. At Landlord's sole discretion, Landlord may assess such costs against Resident at move-out. Resident shall, under no circumstances, remove the appliances from the Unit. If Resident removes any appliance from the Unit, Resident shall be responsible for the replacement cost of the appliance and Landlord shall have any and all remedies available under law. Resident's violation of this Addendum is a material breach of the Lease.

Resident hereby expressly authorizes Landlord or Landlord's agent(s) to enter the Unit as allowed by law to repair, remove, replace or disable the appliances. Landlord, at its sole discretion, reserves the right to repair or replace the appliances, provided, however, that if the appliances are damaged through Resident's misuse, negligence or use of the appliances in a manner that is different than the manufacturer's instructions, then Resident shall be obligated to pay for such repair or replacement. Landlord may contract with an independent third party to install, service or remove the appliances.

This Addendum is entered into between Landlord and Resident as of the Effective Date set forth in the Lease.

Resident:
Signature: Patricia Okoren
Print Name: _____

Signature: _____
Print Name: _____

Landlord or Landlord's Representative:
Signature: Stephen T Yaggy
Print Name: _____

Key Addendum

This Addendum is incorporated into the Lease entered on February 16, 2026, by and between Sweet Real Estate Leasing, LLC (the "Landlord") and City of Fort Wayne (the "Resident") for the unit located at The Pearl, 248 W Main St, Fort Wayne, IN 46802 Unit 104/204 – 647 Webster Street, Fort Wayne, IN 46802 (the "Unit"). Any conflict between the terms of the Lease and this Addendum shall be resolved in favor of this Addendum. Landlord and Resident agree as follows:

1. **ACCEPTANCE.** Resident acknowledges receiving the keys/keyless entry remotes/FOBs or similar devices identified in the table below (collectively, the "Keys") and agrees to the listed replacement charges for Keys that are lost, damaged, or not returned to Landlord at the termination of the tenancy. Resident must return all Keys to Landlord and surrender all rights to the Unit at the termination of the tenancy. Resident shall not duplicate Keys or give them to unauthorized persons.

Key Description	Quantity Issued	Replacement Charge per Key or FOB
Unit Key		
Building Key		
Mailbox Key	1	$25
Keyless Entry Remote/FOB	2	$75
Garage Door Remote		
Other:		

2. **DEPOSIT.** Upon receipt of the Keys, Resident shall make a key deposit (if any) in the amount of $0.00. The Key deposit will be refunded in accordance with law.

3. **LOCKS.** Resident shall not change or install any lock, locking device, bolt, burglar device, alarm, or latch without Landlord's prior written consent. Notwithstanding the foregoing, Resident will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system. Resident acknowledges that Landlord has a key to the Unit and may use the key for entry as provided in the Lease or as permitted by law. Any expense incurred by Landlord as a result of Resident's actions, such as changing of locks, shall be reimbursed by Resident upon demand or deducted from Resident's security deposit at Landlord's option. Failure to pay reimbursement as demanded is a material violation of this Lease.

4. **REPORTING.** Resident shall immediately report to Landlord any malfunction or damage to any gates, locks, fencing or similar equipment.

5. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this Addendum have the meanings given to them in the Lease.

This Addendum is entered into between Landlord and Resident as of the Effective Date set forth in the Lease.

Resident:
Signature: Patricia A Rae
Print Name: _____

Signature: _____
Print Name: _____

Landlord or Landlord's Representative:
Signature: Tiffany Fries
Print Name: Tiffany Fries

Packages Addendum

This Addendum is incorporated into the Lease entered on February 16, 2026, by and between Sweet Real Estate Leasing, LLC (the "Landlord") and City of Fort Wayne (the "Resident") for the unit located at The Pearl, 248 W Main St, Fort Wayne, IN 46802 Unit 104/204 – 647 Webster Street, Fort Wayne, IN 46802 (the "Unit"). Any conflict between the terms of the Lease and this Addendum shall be resolved in favor of this Addendum. Landlord and Resident agree as follows:

1. **AUTHORITY TO ACCEPT PACKAGES.** As a convenience to Resident, Landlord offers to accept and sign for delivery of packages (excluding food or perishables) or letters (excluding certified or registered mail) delivered to Resident's address in Resident's absence during normal business hours. Accordingly, Resident authorizes Landlord to accept delivery of, sign receipts for, and collect, hold and store packages, goods or letters delivered to Occupants through the United States Postal Service or commercial or personal carriers such as UPS®, Federal Express®, or DHL®. Landlord does not accept appointment as Resident's agent for the service of process and Resident intends no such appointment. Landlord retains the right to limit the size and other aspects of delivery such as items that need special handling and refrigeration. If Resident does not pick up any packages, goods or letters from Landlord within a reasonable time, as determined in Landlord's sole discretion, Landlord may return such packages, goods or letters to sender at Resident's expense.

2. **LIABILITY.** Resident agrees that Landlord is not responsible for and does not accept liability for any damaged, lost, undelivered or stolen deliveries, packages or letters and Resident agrees to hold Landlord harmless for same. Landlord can discontinue this service any time and at Landlord's sole discretion.

3. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this Addendum have the meanings given to them in the Lease.

This Addendum is entered into between Landlord and Resident as of the Effective Date set forth in the Lease.

Resident:
Signature: Patricia Ann
Print Name: _____
Signature: _____
Print Name: _____

Landlord or Landlord's Representative:
Signature: Tiffany Fries
Print Name: Tiffany Fries

Renters Insurance Addendum

This Addendum is incorporated into the Lease entered on February 16, 2026, by and between Sweet Real Estate Leasing, LLC (the "Landlord") and City of Fort Wayne (the "Resident") for the unit located at The Pearl, 248 W Main St, Fort Wayne, IN 46802 Unit 104/204 – 647 Webster Street, Fort Wayne, IN 46802 (the "Unit"). Any conflict between the terms of the Lease and this Addendum shall be resolved in favor of this Addendum. Landlord and Resident agree as follows:

1. **RESIDENT'S RESPONSIBILITY**. Resident must obtain and maintain liability coverage renters insurance from a qualified insurer of Resident's choice with: (i) a minimum liability coverage of $100,000 per occurrence; (ii) list Landlord as an "Interested Party", "Party of Interest", or "Additional Interest"; (iii) provide that Landlord receives written notice of no less than 30 days prior to the expiration or termination of the liability coverage renters insurance; and (iv) extend coverage for negligent water damage caused by Resident in and around the Unit. Resident is required to furnish Landlord with evidence of Resident's renters insurance declaration page prior to Resident's occupancy of the Unit, at the time of any renewal, and within five business days of any request by Landlord to view Resident's current declaration page. Neither a binder nor a certificate of insurance constitutes "evidence" within the meaning of this paragraph. Resident will maintain the policy throughout the length of the tenancy and any renewal period.

2. **SCOPE OF COVERAGE**. Resident acknowledges that "liability coverage" renters' insurance does not protect a Resident against loss or damage to personal property, and that only "personal property" coverage renters' insurance will provide such coverage. Landlord recommends that Resident purchase personal property coverage renters' insurance in addition to liability coverage renters insurance. Resident also acknowledges that "liability coverage" renters insurance and "personal property" coverage renters insurance typically do not protect Residents against loss or damage arising from flooding or rising waters and that only flood insurance will provide such coverage. Landlord recommends that Resident purchase flood insurance in addition to liability coverage renters insurance.

3. **DEFAULT**. If at any time during the tenancy Resident does not have renters insurance as required in paragraph 1, above, Resident is in material breach of the Lease and Landlord may pursue all remedies permitted pursuant to the Lease, or by law, including, but not limited to, eviction. Moreover, Landlord shall have the right, but not the obligation, to purchase replacement coverage, otherwise known as Landlord Placed Resident Liability Insurance policy ("LPTLI") at Resident's expense. Resident will need to reimburse Landlord as follows:

   - ☐ Monthly Renters Insurance Waiver: $25.00
   - ☐ Monthly Administrative Fee for Landlord Placed Liability Insurance: $25.00

   Resident's LPTLI reimbursement of Landlord's expenses will be due and payable with Rent. Resident acknowledges the following:

   A. Landlord is the named insured under the LPTLI. Resident is an additional insured under the Resident liability component of the LPTLI policy for liability arising from on-premises bodily injury and property damage up to the limits of liability coverage.
   B. LPTLI coverage is not personal liability insurance or renters insurance. Landlord makes no warranty or representation that LPTLI covers the Resident's personal property or additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a renters insurance policy, the LPTLI may not protect Resident to the same extent as if Resident had purchased personal liability or renters insurance. Certain restrictions apply.
   C. Coverage only applies to liability arising in the Unit. Resident is not insured away from the Unit.
   D. Coverage under the LPTLI policy may be more expensive than the cost of renters insurance available to Resident. At any time, Resident may contact an agent of their choice for personal liability or renters insurance options to satisfy the renters insurance requirement under this Addendum.
   E. Licensed insurance agents may receive a commission on the LTPLI policy.

F. Subject to the terms of the policy, LPTLI may extend legal defense to Resident in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the LPTLI policy. LPTLI is designed to fulfill the insurance requirement of the Lease.

G. Scheduling under the LPTLI policy is not mandatory and Resident may purchase the required renters insurance from an insurance agent or insurance company of Resident's choice at any time and if done, Landlord will terminate Resident's coverage under the LPTLI policy and the requirement to pay for the LPTLI coverage immediately upon Resident's proof of insurance to Landlord.

H. The cost of LPTLI coverage and administrative fees are subject to change upon Lease renewal or if the Lease converts to a month-to-month tenancy.

4. **CAPITALIZED TERMS**. Capitalized terms used and not otherwise defined in this Addendum have the meanings given to them in the Lease.

This Addendum is entered into between Landlord and Resident as of the Effective Date set forth in the Lease.

Resident:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Landlord or Landlord's Representative:

Signature: Tiffany Fries

Print Name: Tiffany Fries

Smoking Restrictions Addendum

This Addendum is incorporated into the Lease entered on February 16, 2026, by and between Sweet Real Estate Leasing, LLC (the "Landlord") and City of Fort Wayne (the "Resident") for the unit located at The Pearl, 248 W Main St, Fort Wayne, IN 46802 Unit 104/204 – 647 Webster Street, Fort Wayne, IN 46802 (the "Unit"). Any conflict between the terms of the Lease and this Addendum shall be resolved in favor of this Addendum. Landlord and Resident agree as follows:

1. **SMOKING RULE.** The Community is a no smoking Community. Smoking tobacco, marijuana, or any other substance by any means including the use of cigarettes, water pipes, hookahs, "vaping" or electronic smoking devices is prohibited **EXCEPT** as follows (if left blank, smoking is strictly prohibited):

   _____
   _____
   _____

   If smoking is permitted in certain areas, and if smoke enters the building or otherwise interferes with the health, safety, or well-being of others or interferes with the quiet use and enjoyment of the premises by other Residents, Landlord reserves the right to modify the location where smoking is permitted.

2. **DEFINITIONS.**

   A. "Electronic smoking device" means an electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances. The term includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an e-cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. The term does not include any inhaler prescribed by a licensed doctor.

   B. "Smoke," "Smoking," "Vape" or "Vaping" means the carrying, holding, or operating of a lighted pipe, **cigar**, cigarette, electronic cigarette, or other kind of smoking equipment. "Smoking" also means the lighting, operating, emitting, or exhaling of the smoke or vapor of a pipe, cigar, cigarette, electronic cigarette or other kind of smoking equipment. "Smoke" also means the gaseous or vaporous products and particles created using a lighted or operated pipe, cigar, cigarette, electronic cigarette or other kind of smoking equipment.

3. **PLAY AREA.** Notwithstanding any provision in this Addendum to the contrary, if the Community offers a play or a sandbox area, smoking is prohibited within 25 feet of the play or sandbox area.

4. **DESIGNATED SMOKING AREA.** If, in Landlord's discretion, the Community size and configuration allow, Landlord may designate and clearly identify a specific outdoor area where smoking is permitted. If a designated smoking area is established, smoking at the Community must be confined to and occur only within that designated smoking area. All other areas of the Community will be non-smoking areas.

5. **NO MARIJUANA.** Despite several states passing laws that allow medical and/or recreational use of marijuana, the federal Controlled Substance Act categorizes marijuana as a Schedule I substance and the manufacture, distribution, or possession of marijuana is a federal criminal offense. Furthermore, federal law does not require Landlord to accommodate the medical and/or recreational use, possession, or cultivation of marijuana. Landlord has determined that the use, possession, cultivation, distribution or manufacture of marijuana interferes with the health, safety, welfare and right to peaceful enjoyment of the Community. Accordingly, any use, possession, cultivation, distribution, or manufacture of marijuana by Occupants or Occupants' guests or invitees is prohibited in the Community, is a material violation of this Lease, and may result in termination of this Lease and/or eviction.

6. **VIOLATIONS; DAMAGES**. Resident's violation of this Addendum is a material breach of the Lease. Resident agrees that any damage caused to the Unit due to smoking (even if permitted by the Landlord in a smoking unit), may be considered more than normal wear and tear and the cost to remedy may be deducted from Resident's Security Deposit and/or charged to Resident. Resident understands that Resident will be held liable for the cost of the labor and materials associated with removing and repairing any smoke damage, including but not limited to, cleaning, painting, or replacing flooring. Resident is responsible for ensuring that Occupants and Occupants' guests or invitees comply with this Addendum.

7. **OTHER RESIDENTS ARE THIRD-PARTY BENEFICIARIES**. Resident agrees that the other Residents in the Community are express third-party beneficiaries of this Addendum. Residents of the Community may enforce this Addendum's provisions by any lawful means, including by bringing a civil action in a court of law against the Occupants that are in violation of this Addendum. Any legal action between Residents related to this Smoking Restrictions Addendum does not create a presumption that the Landlord breached this Addendum.

8. **LANDLORD'S DISCLAIMER**. Resident acknowledges that neither this Addendum nor Landlord's adoption of "smoke free" areas create a heightened standard of care or presumption of a standard of care owed by Landlord to Occupants (or Occupants' guests or invitees) with respect to making such "smoke free" areas safer, more habitable, or improved in terms of air quality standards, in comparison to areas where smoking is permitted. Landlord specifically disclaims any implied or express warranties that the Community will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Community will be free from secondhand smoke or vapor. Resident acknowledges that Landlord's ability to monitor or enforce the provisions of this Addendum is dependent in significant part on voluntary compliance by Occupants and Occupants' guests or invitees. Occupants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

9. **CAPITALIZED TERMS**. Capitalized terms used and not otherwise defined in this Addendum have the meanings given to them in the Lease.

This Addendum is entered into between Landlord and Resident as of the Effective Date set forth in the Lease.

Resident:
Signature: Patricia Rose
Print Name: _____
Signature: _____
Print Name: _____

Landlord or Landlord's Representative:
Signature: Tiffany Fries
Print Name: Tiffany Fries

Unit Inspection Form

Unit: The Pearl, 248 W Main St, Fort Wayne, IN 46802 Unit 104/204 – 647 Webster Street, Fort Wayne, IN 46802

All items are presumed to be in good condition unless noted otherwise. Mark through any items that do not apply. This form is not a repair request. Submit all requests for repairs separately in accordance with the Lease.

	Move-In Condition	Move-Out Condition
LIVING ROOM		
Floors & Floor Coverings		
Drapes & Window Coverings		
Walls & Ceilings		
Light Fixtures		
Windows, Screens, & Doors		
Smoke Detector		
Fireplace		
Other		
KITCHEN		
Floors & Floor Coverings		
Walls & Ceilings		
Light Fixtures		
Cabinets		
Stove/Oven		
Refrigerator		
Dishwasher		
Garbage Disposal		
Sink & Counters		
Smoke Detector		
Other		
DINING ROOM		
Floors & Floor Covering		
Walls & Ceilings		

	Move-In Condition			Move-Out Condition		
Light Fixtures						
Windows, Screens, & Doors						
Smoke Detector						
Other						
BEDROOM	**Bedroom 1**	**Bedroom 2**	**Bedroom 3**	**Bedroom 1**	**Bedroom 2**	**Bedroom 3**
Floors & Floor Coverings						
Walls & Ceilings						
Windows, Screens, & Doors						
Light Fixtures						
Smoke Detector						
Other						
BATHROOM	**Bathroom 1**	**Bathroom 2**	**Bathroom 3**	**Bathroom 1**	**Bathroom 2**	**Bathroom 3**
Floors & Floor Coverings						
Walls & Ceilings						
Windows, Screens, & Doors						
Light Fixtures						
Bathtub/Shower						
Sink & Counters						
Toilet						
Other						
OTHER						
Floors & Floor Coverings						
Windows, Screens, & Doors						
Walls & Ceilings						
Light Fixtures						
Smoke Detector						
Other						

	Move-In Condition	Move-Out Condition
OTHER AREAS		
Front Door & Locks		
Heating System		
Air Conditioning		
Washer & Dryer		
Paint (specify location)		
Lawn/Garden		
Stairs and Hallway		
Carbon Monoxide Detector		
Patio, Terrace, Deck, etc.		
Basement		
Parking Area		
Other		

Resident acknowledges that all smoke detectors and carbon monoxide detectors (if installed) were tested in Resident's presence and found to be in working order, and that the testing procedure was explained to Resident. Resident agrees to promptly notify Landlord in writing should any smoke or carbon monoxide detectors appear to be malfunctioning or become inoperable. Resident will not refuse Landlord access to inspect, maintain, repair, or install smoke and carbon monoxide detectors.

Notes: _____

Storage and Garage Addendum

This Addendum is incorporated into the Lease entered on February 16, 2026, by and between Sweet Real Estate Leasing, LLC (the "Landlord") and City of Fort Wayne (the "Resident") for the unit located at The Pearl, 248 W Main St, Fort Wayne, IN 46802 Unit 104/204 – 647 Webster Street, Fort Wayne, IN 46802 (the "Unit"). This Addendum supersedes all prior versions of the Storage and Garage Addendum. Any conflict between the terms of the Lease and this Addendum shall be resolved in favor of this Addendum. Landlord and Resident agree as follows:

Storage/Garage Spaces:	**Monthly Cost: (Due in advance with Monthly Rent.)** *

* Plus applicable state and/or local sales and use taxes (if any).

1. **GENERAL TERMS.**
   A. Landlord has agreed to provide Resident with access to the storage or garage area(s) listed above (the "Storage Areas"). Resident may use the storage unit exclusively for the storage of Occupants' personal property. The garage may be used exclusively for the storage of an operable motor vehicle in accordance with the Community Rules and **not** for storage of other personal property. The Storage Areas are not dwellings. Resident may not allow any person or animal to live within the Storage Areas.
   B. Resident shall not use the Storage Areas or surrounding property in such a manner that violates any laws, ordinances, or the Community Rules.
   C. Resident shall not store any items or materials in the Storage Areas that are hazardous, flammable, illegal or volatile in any way. Additionally, Occupants may not keep materials that may pose a risk to the environment or health of other Residents or guests within the Storage Areas. Prohibited materials include, but are not limited to, ammunition, fireworks, paint, gasoline, kerosene, propane, aerosol cans, or food of any type.
   D. Resident may not rekey, add, or change locks on doors of the Storage Areas and may not make improvements, alterations, or changes to the interior or exterior of such Storage Areas without Landlord's prior written consent. Resident may not place nails, screws, bolts or hooks into walls, ceilings, floors, or doors of the Storage Areas and may not use electrical extension cords, except to charge electrical vehicles, in a provided garage.
   E. All rights to use the Storage Areas shall end automatically without further notice at the termination of the tenancy. At move out, Resident will leave the Storage Areas clean, swept, and in good repair and there will be no oil or fluid stains. Resident is responsible for damage, waste or neglect in excess of normal wear and tear to the Storage Areas.
   F. Without terminating the Lease, Landlord or Resident may terminate Resident's rights to use the Storage Areas without cause upon 30 days written notice. Landlord may exercise any remedies set forth in the Lease or as provided by law should Resident fail to comply with the terms of this Addendum, including termination of the Lease, or any other provision of the Lease and its Addenda.
   G. Landlord does not insure the contents of the Storage Areas, or provide any security for persons or property when using any Storage Areas. It is the Resident's obligation to ensure that Resident has proper insurance coverage for any personal property contained within the Storage Areas.
   H. Landlord retains the right, with reasonable notice, to change which Storage Areas are assigned to Resident and to assign different Storage Areas as necessary. Resident agrees to immediately surrender possession of any Storage Areas upon Resident vacating or being dispossessed from the Unit.
   I. Landlord is not responsible for any theft or damage to Resident's personal property kept by Resident in the Storage Areas or the Community, including vehicles or vehicles' contents. Resident's use of the Storage Areas is at Resident's sole account and risk. Resident shall not make a claim against Landlord, Landlord's employees or agents for any loss sustained by Resident or Occupants for the use of the Storage Areas.

2. **PROHIBITION.** Resident acknowledges that there is an absolute prohibition against subletting, sublicensing or assigning the Storage Areas. Capitalized terms used and not otherwise defined in this Addendum have the meanings given to them in the Lease.

This Addendum is entered into between Landlord and Resident as of .

Resident:

Signature: Patricia Raven

Print Name: _____

Signature: _____

Print Name: _____

Landlord or Landlord's Representative:

Signature: ST

Print Name: STEPHEN T YAGGY

Parking Addendum

This Addendum is incorporated into the Lease entered on February 16, 2026, by and between Sweet Real Estate Leasing LLC (the "Landlord") and City of Fort Wayne (the "Resident") for the unit located at The Pearl, 248 W Main St, Fort Wayne, IN 46802 Unit 104/204 – 647 Webster Street, Fort Wayne, IN 46802 (the "Unit"). Any conflict between the terms of the Lease and this Addendum shall be resolved in favor of this Addendum. This Addendum supersedes all prior versions of the Parking Addendum. Landlord and Resident agree as follows:

Authorized Vehicle Information			
Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
Year: **Make:** **Model:** **Color:** **Plate:** **State:**	**Year:** **Make:** **Model:** **Color:** **Plate:** **State:**	**Year:** **Make:** **Model:** **Color:** **Plate:** **State:**	**Year:** **Make:** **Model:** **Color:** **Plate:** **State:**

1. **GENERAL TERMS.**
   A. Parking is provided for use only with the operating passenger vehicles (defined to include motorcycles and mopeds) listed above. Parking is not guaranteed, and it is Resident's sole obligation to ensure that Landlord has updated vehicle information. Resident shall obey all parking rules, which may be modified by Landlord from time to time. All of Resident's vehicles parked at the Community must have a current registration and be in an operable condition. If a nontransferable parking tag/sticker/other device is required, it is Resident's responsibility to clearly display the tag/sticker/other device on their vehicle(s), and vehicles are subject to tow for failure to properly display such parking tag/sticker/other device, even if they have been granted by Landlord. Resident holds a mere license to any parking space that is assigned to Resident. Landlord reserves the right at any time during Resident's tenancy to reassign parking spaces. All vehicles must be parked in designated parking spaces. Vehicle repair and maintenance on the Community's property is prohibited. Guests and invitees must park only in designated guest parking spaces and obey any posted signs. Resident acknowledges that they retain control and possession of their vehicles and that parking their vehicles in the Community does not place Landlord in control of the vehicle. Resident agrees to remove their vehicle once they vacate the Unit.

   B. To the maximum extent allowed by law, vehicles may be tagged (placing a large sticker on the vehicle), booted or towed at the vehicle owner's sole expense for, including, but not limited to:

   - ☐ Unauthorized vehicles parked in designated parking spaces for Resident use.
   - ☐ Vehicles propped up on jacks or other devices or otherwise being worked on or inoperable.
   - ☐ Blocking trash removal or other vehicles.
   - ☐ Parking in a fire lane, a driveway/drive through area, on grass, on sidewalk areas, or on non-designated parking areas. ANY VEHICLE PARKED IN A FIRE LANE OR BLOCKING TRAFFIC IS SUBJECT TO IMMEDIATE TOW WITHOUT FIRST BEING TAGGED.
   - ☐ Double parking or parking in more than one parking space.
   - ☐ Parking in a handicap space without displaying the handicap placard in a visible area or having a handicap license plate, or improperly parking in prospective Resident, guest, office or vendor parking areas.
   - ☐ Vehicles without license plates or temporary tags provided Landlord has given notice to Resident as may be required by local jurisdiction.
   - ☐ Vehicles leaking hazardous fluids (gasoline, coolant, oils, etc.).
   - ☐ Not moving vehicles for scheduled parking lot maintenance.
   - ☐ Abandoned vehicles.
   - ☐ Vehicles not clearly displaying a Tag/Sticker/Other Device required by the Community.

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C. All recreational vehicles, trailers, covered boats, camper shells, etc. must be parked in areas designated for R.V. parking. If there is no designated R.V. parking available at the Community, then parking these vehicles at the Community is prohibited.

D. Landlord does not guarantee uninterrupted access to the parking areas. In particular, Landlord reserves the right to restrict access to the parking areas to perform repairs, maintenance or improvements, or in the event of snow or other hazards.

E. Landlord is not responsible for any theft or damage to vehicles or vehicles' contents while the vehicles are in the Community.

2. **UNASSIGNED PARKING.** Landlord agrees to provide Resident Six (6) unassigned parking space(s). The total monthly fee for unassigned parking spaces amounts to $600 (6 X$100), plus any applicable state and/or local sales and use taxes (if any). Parking fees are due in advance on the same day as monthly rent.

3. **ASSIGNED PARKING.** Resident requests Zero (0) assigned parking space(s), as listed below. If Resident has an assigned parking space(s), Resident must use that assigned space before parking anywhere else on the property. The total monthly fee for assigned parking spaces amounts to $125, plus any applicable state and/or local sales and use taxes (if any). Parking fees are due in advance on the same day as monthly rent.

   Assigned Parking Space Code(s):_____

4. **ABSOLUTE PROHIBITION AGAINST SUBLETTING AND ASSIGNMENT.** Resident acknowledges that there is an absolute prohibition against subletting, sublicensing, or assigning the parking space(s).

5. **TERMINATION OF PARKING.** If Resident fails to pay parking fees when due, Landlord may include such fees on any notice to pay or vacate. Resident's failure to pay the parking fees is a material breach of the Lease and may be grounds for termination of Resident's possession or occupancy of the leased premises. Parking privileges and this Addendum may be terminated by Landlord or Resident without cause upon 30 days written notice. All parking privileges terminate automatically without further notice upon termination of the Lease.

6. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this Addendum have the meanings given to them in the Lease.

This Addendum is entered into between Landlord and Resident as of .

Resident:
Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

Landlord or Landlord's Representative:
Signature: Tiffany Fries
Print Name: Tiffany Fries

Community Rules – The Pearl

Resident(s): City of Fort Wayne
Unit Address: The Pearl, 248 W Main St, Fort Wayne, IN 46802 Unit 104/204 – 647 Webster Street, Fort Wayne, IN 46802

FITNESS CENTER. To ensure everyone has a great experience, we ask that you kindly follow these guidelines:

- ☐ ***Waiver**: Please be sure to sign the waiver before utilizing the Fitness Center.*
- ☐ ***Respect the Space:** Please follow the posted rules and our policies while using the Fitness Center.*
- ☐ ***Report Issues:** If you notice any equipment that isn't working properly or seems dangerous, or if you see someone not following the guidelines, please let Concierge or Maintenance t know right away.*
- ☐ ***Guest Policy:** Guests must be registered with the Concierge. Please make sure to accompany your guests at all times.*
- ☐ ***Keep it Clean:** For everyone's comfort, please avoid bringing glass containers, smoking, eating, or consuming alcoholic beverages in the Fitness Center. Also, please leave pets outside for their safety!*

I. *PACKAGE DELIVERY: The Pearl is pleased to accept packages on your behalf. By living here, you're giving us permission to sign for and accept parcels or letters delivered by UPS, Federal Express, Amazon, the United States Postal Service, or similar carriers.*

II. *AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. We want to make sure that parking and vehicle storage are convenient and hassle-free for everyone. Please follow these friendly guidelines:*

Garage Use: Each unit is allowed one vehicle in the garage.
Vehicle Registration: For smooth management, please register all vehicles with the Concierge.
Vehicle Towing: To avoid any inconvenience, make sure your vehicle is registered and compliant with the Lease and Community Rules.
Vehicle Repairs: Any repairs or maintenance of vehicles on the property require prior permission from The Pearl.
Recreational Vehicles and Trailers: If you have a recreational vehicle, boat, or trailer, please get permission from The Pearl before parking it on the property.

III. *FIRE HAZARDS. We're committed to keeping our community safe and fire-free. To help us all stay safe, please follow these friendly guidelines:*

- ☐ ***Follow the Rules:** Please adhere to this Addendum and any other fire safety rules, which might be updated occasionally.*
- ☐ ***Grills and Fire Pits**: To limit any harm or damage from personal grills and fire pits, we have provided them for you! Please visit either the 4th or 7th floor green roof spaces to utilize these Community features.*
- ☐ ***Avoid Fire Hazards:** Make sure to avoid creating any conditions that could be a fire hazard.*
- ☐ ***Storage of Flammable Liquids:** Please do not use or store flammable or combustible liquids, including those for motorcycles or engines, in apartments, near exits, stairways, breezeways, or any areas used for people's movement.*
- ☐ ***Keep Exits Clear:** Ensure that all exits, aisles, passageways, hallways, and stairways are always clear and unobstructed.*

IV. *DRAPES AND SHADES. Please install drapes and shades that are lined in neutral colors to ensure the aesthetic of the building is not altered from the outside.*

V. *WATER BEDS. Water beds or other water furniture are not permitted.*

VI. *BALCONY or PATIO. Please keep balconies and patios neat and clean. The parking garage has bike storage for your convenience. We have provided alternative storage within the unit for rugs, towels, laundry, and clothing.*

VII. *SIGNS. We encourage Resident(s) to keep personal signage, exterior lights or markings inside their apartment.*

VIII. *RESIDENT'S PHOTOGRAPH WAIVER AND RELEASE. Resident hereby authorizes The Pearl, and its Staff and employees, unlimited and irrevocable right to use and reproduce photographs, video clips and/or audio clips of the lease holder/s or any occupants on the lease contract signed by Resident and any other lease holder/s.*

IX. ***SPECIAL PROVISIONS.*** *The following special provisions control over conflicting provisions, if any, of these Community Rules. I have read, understand and agree to comply with these Community Rules.*

_____

_____

Resident: _____ *Date:* _____

Resident: _____ *Date:* _____

Resident: _____ *Date:* _____

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs, BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	Lease Agreement between City of Fort Wayne and Sweet Real Estate - Leasing, LLC for two (2) units in The Pearl located at 248 W Main Street, Fort Wayne, Wayne Township, Allen County, Indiana
Awarded To	Sweet Real Estate - Leasing, LLC
Amount	$37,200.00 annually
Conflict of interest on file?	N/A
Number of Registrants	N/A
Number of Bidders	N/A
Required Attachments	

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	

SPECIAL PROCUREMENT

Contract #/ID *(State, Federal, Piggyback--Authority)*	Lease Agreement between City of Fort Wayne and Sweet Real Estate - Leasing, LLC for two (2) units in The Pearl located at 248 W Main Street, Fort Wayne, Wayne Township, Allen County, Indiana
Sole Source/ Compatibility Justification	NA

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	No *If no, explain below*
If not lowest, explain	Property was best fit for the Department

COUNCIL DIGEST SHEET

COST COMPARISON

Increase/decrease amount from prior years For annual purchase (if available).	N/A

DESCRIPTION OF PROJECT / NEED

Identify need for project & describe project; attach supporting documents as necessary.	Space is needed by FW Police Department for their Downtown Quadrant Outpost

REQUEST FOR PRIOR APPROVAL

Provide justification if prior approval is being requested.	N/A

FUNDING SOURCE

Account Information.	Police Department General Funds

CITY OF FORT WAYNE

SHARON TUCKER, MAYOR

September 1, 2026

City Council Members
City of Fort Wayne

RE: City of Fort Wayne/The Pearl Lease – 248 W Main Street

Dear Council Members:

The City has entered into a Lease Agreement to occupy two (2) units in The Pearl located at 248 W Main Street, Fort Wayne, Indiana in Wayne Township, Allen County, Indiana. A copy is attached.

The City of Fort Wayne Board of Public Works has approved this agreement.

We are asking for Council to approve this acquisition.

If you have any questions on the above, please feel free to contact me at 427-2317.

Sincerely,

Christopher Carmichael
Property Manager