

STATE OF INDIANA)
) SS:
COUNTY OF ADAMS)

ADAMS SUPERIOR COURT
112 SOUTH 3RD STREET
DECATUR, IN 46733

_____))
Plaintiff,)
)
vs.)
_____))
Defendant.)

Case Number: _____

PRE-EVICTION DIVERSION PROGRAM

DIVERSION AGREEMENT

The above Plaintiff (“Landlord/Owner”) and Defendant (“Tenant”) enter into the following agreement to permit the Tenant to repay past due rent.

The Tenant acknowledges, understands, and consents to each of the following statements (please initial each):

_____ I have an absolute right to a hearing in front of the Court; to receive and review all evidence; and to question witnesses.

_____ The Landlord/Owner has the burden/responsibility of proving the case against me. I have the right to dispute liability, the amount of the claim, the amount of attorney’s fees, interest, or any other claims made in this case against me.

_____ If I go to trial and disagree with the Court’s decision, I will have 30 days from the judgment date to appeal the Court’s decision to the Indiana Court of Appeals. However, by signing this Diversion Agreement, I waive my appeal rights, and waive the right to pursue any defenses or counter-claims I may have against the Landlord/Owner involving matters addressed within this agreement.

_____ If the Diversion Agreement provides for an “Agreed Judgment”, information about the judgment will likely become a part of my credit/rental history. Accordingly, prior to signing the Diversion Agreement I have a right to present any questions to the Court.

_____ I understand and agree that I am: 1) waiving my right to present my case to the Court; 2) under no pressure to enter into the Diversion Agreement; 3) signing the Diversion Agreement as my free and voluntary act; and 4) required to provide the Court with written notice of any changes in my address to facilitate service of future pleadings, notices and orders.

Terms of the Diversion Agreement:

The Tenant and Landlord/Owner agree that the past due amount to be repaid consists of:

- rent: \$ _____,
- late fees: \$ _____,
- other penalties: \$ _____, and

Please provide description of other penalties: _____

- other: \$ _____

Please provide description: _____

for a total of \$ _____.

Tenant agrees to pay \$ _____ MONTHLY / WEEKLY or BI-WEEKLY (circle one) beginning on _____, 20__, until the above total is paid in full. Payments from a rental assistance program approved for this Tenant will also be submitted toward the above amounts and reduce the amount owed by the Tenant. Acceptance of partial payments will not prevent an order on the claim(s) by the Court if the Court finds a violation of this agreement after a hearing.

Tenant further agrees to remain current on rent due pursuant to the lease terms and may be liable for additional money damages if additional rent is owed or there is damage to the property.

In addition, Landlord/Owner agrees not to proceed with a claim for possession of Tenant's rental property based on the past due amount above unless: (1) Tenant defaults on the Diversion Agreement, and (2) Landlord/Owner has provided Tenant with ___ days notice to bring payments current under the Diversion Agreement and the tenant fails to do so. Notice is to be provided to Tenant by:

regular mail at _____

email at _____.

Tenant may tender payments under this Diversion Agreement in the following way(s):

If there is a failure to comply with this agreement, a party may file a motion with the Court for a hearing on the violation of the agreement. If, after a hearing, the Court finds a violation occurred by the tenant, then this case will no longer be considered confidential, and the Court can proceed with entering a judgment on the claim(s) as supported by the evidence.

This agreement does not preclude Tenant or Landlord/Owner from bringing other issues to court not addressed by this agreement.

I understand that future modifications must be agreed to by both parties in writing, signed, and dated to be enforceable. Agreed modifications do not need to be filed with the Court unless there is a dispute.

Tenant and Landlord/Owner enter into this agreement freely and voluntarily, under his/her/their own will and volition.

Tenant

Landlord/Owner

Printed Name

Printed Name

Date

Date: