

LEASE

This LEASE, made this ____ day of _____, 20__, by and between _____ (hereinafter referred to as Lessee), and _____ (herein after referred to as Lessor). WITNESSETH THAT Lessor hereby leases to Lessee(s) the premises commonly known as _____ beginning on the ____ day of _____, 20__, and ending on the ____ day of _____, 20__. In consideration thereof, it is agreed as follows:

1. Where the word "Lessee" is used herein, it shall mean each and every person signing this lease as Lessee, joint and severally. In the event the leased premises are leased to more than one person for joint occupancy, all obligations shall be joint and several as to each person. The actions and/or omissions of any one person shall be construed against each and every person signing this lease. Lessor may, at his/her sole option, exercise any and all of his/her rights and remedies, either individually or collectively, against each and every person signing the lease.

2. Lessee agrees to pay to Lessor the sum of \$ _____ payable in equal monthly installments of \$ _____ on or before the first day of each month for the duration of the lease. To cover Lessor's added costs for late payments, the monthly rent set forth above shall be increased by fifty dollars (\$50.00) if not paid or post marked on the fifth day of that month before 5:00 P.M. Rent is payable only during the business hours of Lessor. In the event said rent is not paid in good funds, Lessee shall pay Lessor a fifty dollar (\$50.00) service charge in addition to any late rent service charge that may accrue before said rent is paid in good funds. Lessor shall have the right to demand all subsequent rent payments be made in cash or cashier's check upon the second occurrence of rent not paid in good funds.

3. (a) Lessee agrees to promptly pay all power bills (gas and/or electric; water charges where applicable) when due. (b) Where the water service is common to the entire building, Lessee agrees to pay \$ _____ per person per month for water charges. (c) Lessee agrees to pay \$ _____ per person per month for sanitary sewer tax charges.

4. The leased premises shall be used only as a residence and shall not be occupied by more than ____ person(s). The leased premises is: unfurnished, furnished, partially furnished (as hereinafter described) _____. Lessee acknowledges receipt of ____ keys to the leased premises. If additional persons are added to the lease, rent will increase by an amount determined by Lessor.

5. Lessee agrees to make a careful inspection of the leased premises within 72 hours after taking possession, and agrees to submit in writing to Lessor an inspection report of all deficiencies within the premises, including but not limited to, its furniture and furnishings. If Lessor disputes any deficiencies listed on said inspection report, a joint inspection will be arranged to determine the accuracy of said inspection report. Should Lessee fail to provide Lessor with an inspection report within 72 hours after taking possession, then it's assumed the leased premises are completely acceptable to Lessee. Items contained in the inspection report shall be compared with the condition of the items known by Lessor at the time of possession and Lessor shall make any corrections to the report. Lessor shall notify Lessee of said corrections within one (1) month of receipt of the inspection report.

6. Lessee agrees to pay Lessor a security deposit of \$ _____. Should Lessee breach the lease, or default in the performance or obligation of any provision of the lease, the security deposit will be applied to Lessor's actual damages resulting from said breach or default.

Lessee agrees that the security deposit will be applied against any damages to the leased premises or to any common areas, including but not limited to hallways, entryways, parking areas and recreational facilities, and for any damage to or loss of the appliances, furnishings and fixtures of Lessor caused by Lessee or his/her guest(s), agent(s) or invitee(s), excepting damage due to normal wear and tear, destruction by fire not caused by Lessee's negligence or acts of God; Lessor has the right to terminate this lease due to the damage caused by Lessee to the leased premises or any common areas upon written notice to Lessee. Lessee further agrees that the deposit will also be applied against actual costs for cleaning, repairs, and maintenance incurred by Lessor due to Lessee's possession and occupancy of said leased premises; said costs of cleaning, repairs or maintenance include but are not limited to vacuuming carpeting, shampooing carpeting, cleaning of bathrooms and bedrooms, cleaning of stove, closets and cabinets, defrosting and cleaning of refrigerator, and also extermination expenses caused by uncleanliness or pets. Lessee further agrees that any unpaid power bills (gas and /or electric), unpaid water charges or unpaid late charges will be deducted from Lessee's security deposit. The security deposit shall not be applied to any payment of past due rent, unless agreed to by Lessor. **Lessee hereby waives any requirement that the security deposit referenced herein be maintained by Lessor in a separate escrow account.**

Should Lessee or his/her guest(s), agent(s) or invitee(s) damage the leased premises or any common areas during the duration of this lease; Lessee agrees to immediately reimburse Lessor for the costs of repair. Failure or refusal of said reimbursement by Lessee will constitute a breach of this lease.

At the end of this lease, by expiration or otherwise, Lessor shall examine and inventory the premises and personal property. Lessee shall come to Lessor's rental office and arrange for a checkout time and date and arrange a time and date for the examination and inventory. The checkout time and date must be arranged 48 hours in advance and cannot be on a weekend. If Lessee fails, refuses or is unable to attend the examination and inventory, the final extent of damages, costs of cleaning, repair or maintenance to the premises will be determined by comparing the condition of the premises, including the furnishings, at the time of vacating with the condition of the premises, including the furnishings, at the time of possession, normal wear and tear excepted.

Lessee's liability is not limited to the amount of the security deposit. Any balance of Lessee's security deposit remaining due to Lessee shall be returned by Lessor to Lessee's last known address within thirty (30) days after the end of this lease. One security deposit check will be issued per dwelling unit and it shall be the responsibility of the Lessee(s) to distribute the security deposit balance among the occupants.

7. The first rent payment of \$ _____ is due and payable on the date the keys are picked up for the leased premises. If more than one person shall reside in the leased premises, the first person picking up the keys will be responsible for the entire amount of said first rent payment. The first rent payment covers the rent for _____, 20__ and is used as Advanced Payment for _____, 20__. On September 1, the regular monthly rent is due per paragraph 2 of this lease.

8. Lessee agrees to call Lessor or its agent(s) to report or repair maintenance problems. Lessor agrees to handle the maintenance requests within a reasonable amount of time; however, due to the large volume of miscellaneous items called to Lessor's attention during the time its numerous tenants first take possession of their leased premises, it could take several weeks before some of the minor items can be taken care of. Major or necessary items will be repaired at the earliest possible time and all other minor items within a reasonable amount of time.

9. Lessee agrees to allow Lessor access to the premises at all reasonable hours to examine or show the unit to prospective lessees, and to make repairs or improvements that Lessor deems necessary; however, Lessor agrees to not enter the premises for any other purpose, and to respect Lessee's right to privacy and to keep such necessary visits to a minimum.

10. Lessee agrees to not make any alterations, additions or amendments to the leased premises, including but not limited to painting and redecorating, without the prior written consent of Lessor. Lessee shall at all times maintain the leased premises in a clean, neat and orderly condition, free from filth, danger of fire, freezing of water pipes, or any other nuisances and to return the same at the end of this lease in good order and repair, normal wear and tear, destruction by fire not caused by Lessee's negligence, and acts of God excepted. No aeriels or other items may be attached to the building in which the premises is located. Items in or on windows or doors of the premises are not allowed except for those objects placed there by Lessor. Damage beyond normal wear and tear, including but not limited to walls or woodwork shall be deducted from Lessee's security deposit; this shall include but not be limited to any damage caused by the hanging of pictures or other uses of the walls and woodwork. Lessee agrees to be careful that no hair, thread, string, rags, sanitary napkins, or rubbish of any kind be allowed to enter the drainage or water pipes of the premises. Lessee shall be responsible for any and all damage caused by such allowance of the above mentioned items entering the drainage or water pipes. Lessee agrees to reasonably control all odors emanating from the leased premises including but not limited to those from cooking so as to not infringe on the rights of other tenants, Lessor or his agent(s). Smoking is strictly prohibited inside the leased premises. Lessee and its guest(s), agent(s) and invitee(s) are not permitted to smoke inside the leased premises.

11. If Lessee wants the door locks to the premises changed, Lessee agrees to pay for the cost of said change; locks will be changed by the Lessor only and billed back to Lessee, such costs to include labor and materials. Lessee shall not be responsible for the costs of changing the locks when the lock change is necessitated by vandalism, normal wear and tear, or other causes not the fault of Lessee.

12. Shall the leased premises be rendered untenable by fire or other casualty, Lessor may, at Lessor's option terminate this lease or repair said premises within thirty (30) days. All Lessee's personal property shall be kept in the premises at Lessee's risk. Lessor will furnish proper maintenance and service as may be necessary to the premises and common areas. Lessor shall not be liable to Lessee or Lessee's guest(s), agent(s) or invitee(s) for any damage, injury or loss to either person or property occasioned by any condition or defect of the leased premises or common areas, including but not limited to any defect of plumbing, heating, air cooling, air-conditioning equipment and ducts, electrical wiring or insulation thereof, gas pipes, or steam pipes, or from broken steps, or from the backing-up of any sewer pipe, or from the bursting, leaking, or running of any tank, tub, washstand, sink, toilet, or waste pipe, drain, or any other pipe or tank in, on, or about the leased premises, or from the escape of steam or hot water from any pipe, boiler or radiator, or for any such damage or injury occasioned by water being on or coming through the roof, stairs, walks, doors or any other place on or near the leased premises including the accumulation of any snow or ice, or for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, or for any such damage or injury caused by wind, acts of God or by the act, omission, or negligence of any co-tenants or of other persons, occupants of the same building or of adjacent buildings or contiguous property.

13. Pets are strictly prohibited at the leased premises and Lessee shall not allow or keep any pets in or about the leased premises or the building which contains the leased premises without the prior written consent of Lessor. This prohibition of pets also applies to any guest(s), invitee(s) and agent(s) of Lessee. If Lessor finds a pet on or about the leased premises, Lessee shall pay a fine of \$250.00 as liquidated damages, and shall pay an additional fine of \$15.00 for each additional day the pet remains on or about the leased premises. Said fine is strictly enforced and shall apply in all cases, even those where tenant is keeping or housing the pet for a friend or the pet is just visiting with a guest, invitee, agent or visitor of the Lessee. Should the pet remain on or about the leased premises for a period of five days or more from the

date first observed by Lessor, then Lessee's right to possession shall terminate and Lessee shall vacate the premises immediately and pay all sums due hereunder, including all rent and penalties due for the remainder of this lease.

14. Lessee has the right to sublet the leased premises or assign this lease to applicants approved by Lessor. Should Lessee sublet the leased premises or assign this lease, Lessee shall remain responsible and liable for the full performance and observance of all of the obligations, provisions, covenants and conditions under the terms of this lease. There shall be a \$35.00 charge payable to Lessor for each sublease made by Lessee or his/her sublessees. Lessee must arrange sublease appointment with the office a minimum of 24 hours in advance. Sublease appointments will only be Monday-Friday during business hours. Lessee's subletting or assigning without the prior approval of Lessor shall constitute a breach of this lease, and Lessor may pursue any and all remedies against Lessee.

15. Should Lessee vacate or abandon the leased premises during the term of this lease, Lessor shall have the right to take immediate possession, and shall make a reasonable effort to relet the premises, applying the proceeds to this lease in an effort to mitigate its damages. Lessee shall remain liable for the unpaid balance of rent owed for the remainder of the term of this lease.

16. Lessee shall use the leased premises for residential purposes only, and agrees to not use the premises in such a manner as to void or increase the rate of insurance, increase the risk of loss to the Premises, and to not to use or occupy the leased premises in any way as to cause a breach of the peace or to be in violation of any Federal, State, or local statute, law or ordinance, or to use the leased premises in any way which will cause or be a public or private nuisance. Lessee shall indemnify and hold Lessor harmless from all liability and damages from Lessee's nonobservance to the above mentioned use requirements. Lessee may entertain guests and invitees at the leased premises, but Lessee guarantees that said guests and invitees will not visit so often as to consider them additional occupants. Any conduct of Lessee, its guest(s), invitee(s) and agent(s) which become a nuisance and disturbs Lessor, its agent(s) or other occupants shall constitute a breach of this lease and Lessor may terminate the lease upon written notice to Lessee. In addition, Lessor may pursue any and all other remedies available to him at law. Lessee and Lessee's guest(s), invitee(s) and agent(s) shall observe all the rules that are posted by Lessor or Lessor's agent.

17. The common hallways, stairways, lobbies, and other public areas are intended solely for access and egress, and Lessee shall not congregate, loiter, store personal property therein or allow children or pets to roam and play therein. Lessor shall charge Lessee \$25.00 per garbage bag or large item removed by Lessor which was left in said common areas by Lessee.

18. The failure of Lessee to observe or perform any of the foregoing covenants and obligations of this lease shall constitute a breach of the lease, and Lessor may, under due process of law, evict Lessee from the premises, and in addition, be permitted to pursue any and all rights and remedies available to Lessor at law or in equity. In the event of the commencement of legal action by either party to enforce any term of provision of this lease, the prevailing party shall be entitled to recover from the losing party all reasonable attorney fees and court costs incurred in connection with such action. Lessor shall also be entitled to recover from Lessee any collection agency fees incurred in connection with such action. Lessee agrees that in the event of an eviction or forcible entry and detainer proceeding, Lessor has the right to hold a lien on the personal property residing or remaining in the apartment.

19. Lessee shall, at the expiration or termination of this lease or any renewal thereof, surrender the leased premises in a good and clean condition, free and clear of all rubbish and debris, except for normal wear and tear, acts of God, or damage by casualty beyond the control of Lessee. **LESSEE HEREBY UNDERSTANDS AND AGREES THAT THE CONDITION OF THE LEASED PREMISES UPON MOVE-IN IS NOT THE BASIS FOR THE CONDITION OF THE LEASED PREMISES UPON MOVE-OUT. LESSEE UNDERSTANDS AND AGREES THAT LESSEE MUST FULLY CLEAN THE LEASED PREMISES UPON MOVE-OUT AND WILL BE CHARGED FOR ANY CLEANING THAT IT DOES NOT COMPLETE. LESSEE ALSO UNDERSTANDS AND AGREES THAT THE CONDITION OF THE LEASED PREMISES UPON POSSESSION IS NOT A BASIS FOR REQUESTING ANY REDUCTION IN CLEANING CHARGES THAT LESSEE MAY BE CHARGED UPON VACATING IN THE EVENT LESSEE DOES NOT LEAVE THE LEASED PREMISES IN A GOOD AND CLEAN CONDITION.**

20. Continued possession of the premises by Lessee after the expiration or termination of this lease shall not be construed as a renewal or extension of this lease unless written approval of such continued possession and a definite agreement to such effect is signed by Lessor defining the length of such additional term. Lessee shall be liable for payment of triple the daily rent for every day or fraction of each day of Lessee's continued possession past the termination date of this lease. Lessee shall be liable to Lessor for any damages incurred by the loss of a prospective tenant(s) from Lessee's continued possession past the termination date and for any additional expenses incurred by the parties.

21. The failure of Lessor to perform any of the foregoing terms, covenants, or provisions, shall constitute a breach of this lease, and Lessee agrees to not withhold rent, but is permitted to pursue any and all other rights and remedies available to it at law or in equity.

22. Lessee agrees that this lease shall not be terminated by reason of interruption of any services whether by strike, riot, orders or acts of public authorities, or any other acts beyond the control of Lessor.

23. This lease and all renewals shall be subject and subordinate to any ground leases and mortgages which may now or hereafter affect the real estate of which the premises form a part. Lessee shall promptly execute any estoppel certificate that Lessor may request from time to time. Lessee appoints Lessor as its attorney in fact to execute any estoppel certificates for and on behalf of Lessee should Lessee fail to execute and deliver one to Lessor as requested. This irrevocable appointment is coupled with Lessor's interest in said leased premises and is given as part of the consideration of this lease.

24. Lessee shall obey all obligations or restrictions designated by Lessor as the "Rules & Regulations" concerning his/her use, occupation, and maintenance of the premises or common areas. Lessee shall sign a "Rules & Regulations" form supplied by Lessor and said form shall be incorporated and merged into this lease. Failure by Lessee to obey the "Rules & Regulations" shall constitute a breach of this lease and Lessor may terminate the lease upon written notice to Lessee and may pursue any and all rights and remedies available to Lessor at law or in equity. Lessor will notify Lessee by mail and by posting in the main office of any modifications or alterations to the provisions of the "Rules and regulations" during the term of this lease, due to changes in any local, state or federal code, ordinance, or procedure.

25. This lease constitutes the entire agreement between Lessor and Lessee, and Lessee acknowledges that Lessor and/or his agent(s) have made no further representations, warranties, promises or other inducements.

26. Lessor shall pay for regular pest control, unless Lessee's acts, omissions or negligence is the cause for said pest control. Treatment for bed bugs shall not be considered regular pest control.

27. If applicable, Lessee acknowledges receipt of a copy of the summary of Urbana Ordinance No. 9394-58 dated January 18, 1994, regulating Landlord-Tenant.

28. Special Provisions:

Items listed in the lease under special provisions shall be considered improvements intended for the benefit of the named Lessee(s). All efforts shall be made to have all listed improvements ready for the Lessee by the date of possession. However, since Lessor wishes to preserve the new quality of the listed improvements for the benefit of the new Lessee, Lessor may delay the installation of some improvements until the previous occupant vacates the specified unit. It is recognized that a very short time period exists between the end of a previous lease and the start of a new lease. It is acknowledged that this short time period along with possible delay in labor scheduling and product availability may delay the completion of some improvements until after Lessee takes possession. Since said improvements are usually of decorative nature, (new paint, furniture, carpet, etc.) any delay in completion shall not materially affect Lessee's occupancy as all mechanical items shall be in good working order. Lessee shall report any mechanical problems as soon as possible after possession and these items shall be repaired or replaced as priority items.

Special provisions: _____

RECEIPT: Each of the parties signing this lease acknowledges receipt of a copy of this agreement. This agreement shall be binding upon and inure to the benefit of Lessor and its heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereto signed on the day and year first above written:

LESSEE _____	ADDRESS _____
LESSEE _____	ADDRESS _____
LESSEE _____	ADDRESS _____
LESSEE _____	ADDRESS _____
LESSEE _____	ADDRESS _____
LESSEE _____	ADDRESS _____
GUARANTORS _____	ADDRESS _____
GUARANTORS _____	ADDRESS _____
GUARANTORS _____	ADDRESS _____
GUARANTORS _____	ADDRESS _____
LESSOR _____	BY _____
DATE _____	

