

The University Group

309 South First Street • Champaign, IL 61820
(217) 352-3182

the lease. The first rent payment is due at key pick up. To cover Lessor's added costs for late payments, the monthly rent set forth



1

Residency and Financials

1.1 PARTIES AND OCCUPANTS

This LEASE, made <<Lease Creation Date>> by and between <<Tenants (Financially Responsible)>>(hereinafter referred to as Lessee), and The University Group (herein after referred to as Lessor). WITNESSETH THAT Lessor hereby leases to Lessee(s) the premises commonly known as <<Unit Address>>

beginning on <<Lease Start Date>> at 12:00 Noon and ending on <<Lease End Date>> at 9:00AM. In consideration thereof, it is agreed as follows:

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.

The leased premises shall be used only as a residence and shall not be occupied by more than:

- One Person
- Two Persons
- Three Persons
- Four Persons
- Five Persons
- Six Persons
- Seven Persons

The leased premises is: Unfurnished Furnished.

Lessee acknowledges receipt of:

- One set of keys
- Two sets of keys
- Three sets of keys
- Four sets of keys
- Five sets of keys
- Six sets of keys
- Seven sets of keys

to the leased premises. If additional persons are added to the lease, rent will increase by an amount determined by Lessor.

1.2 RENTS AND CHARGES

Lessee agrees to pay to Lessor 12 equal installments of <<Monthly Charges>>, on or before the first day of each month for the duration of

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.

(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 Lessor monthly water charges. (c) Where the heat service is common to the entire building, Lessee agrees to Lessor pay monthly heat charges. (d) Where internet service is common to the entire building, Lessee agrees to pay Lessor monthly internet charges. (e) Lessee agrees to pay Lessor monthly sanitary sewer tax, garbage, and recycling charges. (f) If applicable, lessee agrees to pay Lessor monthly parking charges. Lessee agrees to pay Lessor all applicable monthly charges in addition to the monthly rent.

1.3 FIRST RENT PAYMENT

The first rent payment of <<Monthly Charges>>

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 University Group reserves the right to set, at its discretion, the method of payment accepted for the first month's rent.

On September 1, the regular monthly rent is due per paragraph 1.2 of this lease.

1.4 INSPECTION

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.

1.5 SECURITY DEPOSIT

Lessee agrees to pay Lessor, within 5 business days after the lease is signed, a security deposit of: <<One-time Charges>>

At The University Group's discretion, failure to make a timely deposit payment can result in forfeit of the apartment prior to the lease start date. 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.

The University Group reserves the right to set, at its discretion, the method of payment accepted for the security deposit.

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. 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.

1.6 REPAIRS, MAINTENANCE, SHOWINGS

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. Lessee agrees to allow Lessor access to replace air filters on a quarterly basis.

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.

1.7 ALTERATIONS, ADDITIONS, AMENDMENTS, & DAMAGES

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 arials 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, grease/oil 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.

1.8 SHALL THE LEASED PREMISES BE RENDERED UNTENABLE

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 Lessees' 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, airconditioning 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 tenants or of other persons, occupants of the same building or of adjacent buildings or contiguous property.

1.9 PET POLICY

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.

1.10 SUBLEASING

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 \$125.00 charge payable to Lessor for each sublease made by Lessee or his/her subleasees. 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.

1.11 KEYS AND LOCKS

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.

1.12 VACATE OR ABANDON

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.

1.13 RESIDENTIAL USE ONLY

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.

Lessees agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of your lease contract.

1.14 COMMON AREAS

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. Lessee shall not chain or lock bike to any, including but not limited to, common railing, any part of the building, light post, stairway. Lessee will be fined \$50 per occurrence. Lessee may only lock or chain bikes to designated University Group bike racks. If the bike is left locked to the bike rack after the lease expiration date, the bike will be removed and lessee will be charged a \$50 removal fee. The University Group is not liable for any damage of the bike, lock, and anything connected to the bike.

1.15 FAILURE OF LESSEE TO OBSERVE OR PERFORM

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.

1.16 APARTMENT CONDITION

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 THEY DO 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.**

1.17 CONTINUED POSSESSION

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.

1.18 FAILURE OF LESSOR TO PERFORM

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.

1.19 LEASE SHALL NOT BE TERMINATED BY REASON OF INTERRUPTION OF ANY SERVICES

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.

1.20 RULES & REGULATIONS

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.

1.21 PEST CONTROL

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. Lessee agrees to allow Lessor or its agent(s) access for pest control.

1.22 URBANA ORDINANCE

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

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2

Rules and Regulations

2.1 RULES AND REGULATIONS

Below are rules and procedures which apply to you and your apartment for move-in, move-out and general usage.

A. General cleaning of the apartment includes (but is not limited to):Vacuuming floors and carpets, cleaning furniture and countertops, cleaning of sink and tubs, mopping and waxing kitchen and bathroom floors, oven cleaning, cleaning of closets and storage areas, fan and vent cleaning. If the apartment is not up to the University Group’s standards for cleaning, the University Group will hire professional cleaners and deduct charges from the security deposit; all dependent on the amount of cleaning needed for the apartment. The cleaning company charges \$110 per hour to clean apartments. Tenant expressly agrees to pay charges for all cleaning which lessor deems necessary to restore premises. **Your apartment’s carpet will be professionally steam-cleaned at the end of your lease.** You may expect the following minimum of market charges for said steam cleaning: 1 Br./Eff. = \$125; 2 Br. = \$150; 3 Br. = \$170 ; 4 Br. = minimum of \$195; 5 BR = \$195; 6 or more BR = \$195. Please note that these charges are estimates and actual invoices will be provided by the Lessor upon receipt. These charges are for carpet cleaning only, and do not include charges for repair of damages beyond normal wear and tear of flooring. The University Group provides this cleaning service to guarantee new tenants will have a professionally cleaned unit and carpet upon move in. We do not clean blinds and windows. Cleaning companies charge too much for window and blind cleaning, and we cannot in good faith pass these charges on to our tenants, so you are not required to clean them when your lease expires. At move-in, and during occupancy, please exercise your own cleaning preferences regarding blinds and windows.

B. Damages to the apartment interior, including but not limited to any walls, doors, rugs, windows, blinds, screens, furniture, and fixtures above normal wear and tear will be charged according to the cost of repair and replacement including all labor and material costs. If portions of the apartment are required to be painted/ repaired due to the tenant's fault, beyond normal wear and tear, Lessor will charge \$80 per hour for a vendor to perform the work. Extra hole patching may result in additional charges. Please note that these charges are estimates and actual invoices will be provided upon request and receipt.

C. **Utility and Water Connect/Disconnect procedure: Power and Water (where applicable) shall be connected for the entire term of the lease and any renewals thereof. It is the Lessee's responsibility to set up power and water service in their name for the entire duration of their lease, unless specified otherwise in Paragraph 1.2 of the lease.** If any applicable utilities are not connected in your name at any point during the lease term and you have not signed a Utility Addendum, you will be charged a 40% processing fee in addition to each bill we receive for your apartment.

Lessee understands that it is their responsibility to close any utility accounts they set up in their own name for their apartment as of their lease end date and no sooner. If lessee does not close their accounts for the apartment on their lease end date and is billed for usage past their lease end date, it is their responsibility to settle the account with the applicable utility company (i.e., Illinois American Water and/or Ameren Illinois).

D. All keys shall be returned to the main office at the same time. If all keys are not returned, you will be charged for re-keying/ replacement of the lock. Your apartment is not considered vacant until all the keys are returned to the office, and deposit refund periods are computed accordingly. Leave a forwarding address on an index card at the office so your security deposit can be mailed back to you. You have 30 days from the postmark on the envelope containing your deposit information to contact our office with any questions or disputes. Initial inquiries made after this 30-day period will not be recognized.

E. **Move-out must be completed by 9:00 a.m. on the last day of your lease.** Move-out shall not be complete until all personal property has been removed from the apartment and all keys have been returned to us at our office located at 309 S. First St during office hours. Late move-out will result in a charge of triple your daily rent per day or any fraction thereof plus any costs the new tenant may incur from your continued possession including but not limited to the hotel costs of new tenant. Any personal property left in the unit for a period of 30 days after it is vacated will be discarded. Any personal property picked up during said 30 day period shall be charged a \$10.00 per day storage fee plus our cost of packing, PAYABLE IN CASH.

F. If this is a roommate lease, all charges for damages or cleanup will be applied to the individual responsible. If the responsible individual cannot be determined, then all charges will be shared equally by all roommates. There will be only one checkout per roommate apartment. The last person out will be responsible for setting up a checkout time and date. **If one or more roommates renew the lease, the new resident(s) replacing the current resident(s) on the renewal lease will be responsible for reimbursing the current resident(s) for their portion(s) of the security deposit.** On the date specified on the renewal lease, the current resident(s) will be responsible for handing over their key(s) to the new resident(s).

G. When paying December rent, all student tenants who will be leaving for Winter break may leave a post-dated check for January rent

at the office. We guarantee this check will not be cashed prior to **January 1st**. The purpose of this procedure is to save you the trouble of mailing the January rent, and to save possible late charges due to postal delays. All payments made to The University Group must be paid on time in the form of a personal check, cashier's check, bank check, money order, traveler's check or acceptable credit card. Cash payments are not accepted. A late fee of \$50.00 is assessed at 5:00PM on the 5th of every month if payment is not received. Only one security deposit refund check will be issued per apartment. In the case of roommates, one roommate should be designated as the representative of the apartment who will leave a forwarding address with the office and be responsible for dividing up the security deposit amongst the roommates.

H. You acknowledge that the owner makes no representations or warranties and assumes no liability or responsibility whatsoever with respect to the functioning or operation of any human or mechanical security systems which the owner may provide. You agree that the owner shall not be responsible or liable for any bodily injury, property loss or damage of any kind or nature which you or any members of your family, employees, invitees or guests may suffer or incur by reason of any claim that the owner, his agents or employees, or any mechanical or electronic system in the building has been negligent or has malfunctioned or that an additional or different security measure or system could have prevented said bodily injury, property loss or damage. **Lessee agrees to obtain renter's insurance for the duration of the lease.**

I. Tenant shall not alter any carbon monoxide and/or smoke detector provided in the unit. Tenant is given the responsibility to test and to provide general maintenance to said detectors within the unit, including the responsibility to replace the batteries, and to notify the owner in writing of any deficiencies which tenant cannot correct. Tenant shall be liable to owner for any damages resulting from its failure to keep said detectors in good working condition. Owner shall not be liable for any damage caused by the failure of said detectors to operate properly.

J. **Tenant(s) shall not turn off the furnace or heating system during the winter months, and the unit must be left at a minimum of 65 degrees Fahrenheit. If tenant(s) turn off furnace or heating system and/or keeps the furnace or heating system under 65 degrees Fahrenheit tenant will be charged a \$100 fine. If tenant(s) leaves unit window(s) open during winter months and the temperature in the unit drops below 65 degrees Fahrenheit tenant(s) will be charged \$100 fine. Tenant(s) are financially responsible for all damage caused by but not limited to turning furnace/heating system off, setting furnace/heating system below 65 degrees Fahrenheit, and/or leaving window(s) open during winter months. Tenant(s) will not be reimbursed for high power bills for any reason. Tenant(s) shall not set the thermostat below 70 degrees when using the air-conditioning.** The owner has the option to take immediate possession of the unit for the remainder of the lease term if the tenant has failed to provide or keep the power turned on, regardless if the unit has not been vacated or whether rent has been paid. If the unit is vacated, the owner shall make a reasonable effort to re-let the premises, applying the proceeds to this lease in an effort to mitigate its damages. The tenant shall remain liable for the unpaid balance of the rent, any and all damages, cleaning charges if necessary, lock change charges and any other expenses required and related to the re-let.

K. The unit may contain a terrace or balcony. The terms of the lease apply to the terrace or balcony in the same way it does the unit. Tenant must keep the terrace or balcony clean and free from any debris or rubbish, including but not limited to any snow, ice, leaves, garbage, clothes, bikes or signs. Tenant may not keep or install a fence or make any changes, additions or alterations to the terrace or balcony.

Installation of any furniture or plants requires the prior written consent of the owner. Owner reserves the right to remove any items not deemed appropriate or not approved and will store them at tenant's expense. Balcony and terrace use is limited to no more than **2 people at a time**. Any damage caused by the tenant or his/her family, guests or invitees by the improper usage of said balcony or terrace shall be at the sole liability and responsibility of the tenant. The Owner shall not be liable for any damage caused by tenant's failure to follow these rules and exercise proper balcony use.

L. The storage, keeping or use of gas, charcoal or open burners of any sorts (as well as the fuel that they use), electric grills, any kind of fire pit, or any other cooking device not designed for indoor use is a violation of the Fire Prevention Code and is strictly prohibited in the apartment or on the terrace, patio or balcony due to danger of fire and smoke disturbance to tenant's neighbors and other occupants.

M. All residents have the right of quiet enjoyment of their apartment. To achieve this goal, residents shall not make or permit any loud or disturbing noises, including but not limited to any screaming, yelling or arguing. Tenants shall keep the volume of any radio, television, stereo or musical instrument in their apartments at a sufficiently low level at all times so as not to disturb the other residents in the building. Any violation or repeated violation of this noise rule or the infringement on another resident's right of quiet enjoyment is a direct violation of the lease and can result in the termination of your lease and possible eviction. The use of illegal drugs or any other activities contrary to law is strictly prohibited and will result in eviction. Smoking inside the dwelling unit is in direct violation of the lease and can result in eviction.

N. Tenant shall pay the cost of toilet repairs resulting from the flushing of materials other than regular amounts of toilet paper, including but not limited to hairbrushes, rolls of toilet paper, sanitary supplies, cans or bottles. YOU SHOULD PURCHASE A PLUNGER. If maintenance is called for toilet repairs and plunging resolves the issue, tenant will be charged \$25.00 per occurrence. Also, any related overflow problems (other apts. etc.) will be billed on a time and material basis. Check the breakers and light bulbs before you call for no power. If maintenance is called and a new light bulb or breaker push resolves the issue, tenant will be charged \$25.00 per occurrence. (The U. Group does not supply light bulbs). There is a nonrefundable \$50 fee for an apartment lockout. If an apartment door key/fob is lost, the lock will be rekeyed at the Lessee's expense. Lessee(s) will be charged the nonrefundable market rate for the rekeying of the lock. If an entry key/fob, apartment key/fob, mailbox key, laundry key, or garage door opener is lost, replacements may be purchased from Lessor at Lessee's expense. Keys will be duplicated by Lessor only; if it's found the Lessee has duplicated any of the apartment keys on their own, the locks will be rekeyed at the Lessee's expense. All key, fob, and garage door opener purchases are nonrefundable. Keys are \$25 per replacement key, fobs are \$50 per replacement fob, and garage door openers are \$75 per replacement garage door opener. If Lessee does not return all originally issued keys and/or fobs and all additionally purchased replacement keys and/or fobs by the lease expiration date, the lock will be rekeyed at the Lessee's expense. Any other maintenance calls, including but not limited to repairs of blinds, screens, windows, the front door dead bolt lock, interior locks and doors, furniture, carpet, appliances, common area items or any other items due to tenant's own acts, omissions or negligence including that of tenant's guest(s), invitee(s) or agent(s), and not considered normal wear and tear, will be charged on a time and material basis. Any repairs done after normal business hours will be charged at double the normal rates. All common areas of the buildings including but not limited to courtyards, inside hallways, outside walks,

elevators, parking areas or general grounds shall not be damaged or abused; major damage in excess of \$100.00 per occurrence shall be charged to the tenant(s) responsible. If it is known that the common area damage was caused by tenant(s) residing in the building, but the identity of the responsible party cannot reasonably be determined, then the charges for said damage shall be assessed and equally borne between all tenants residing in the building. A positive identification of the responsible party will cancel the shared responsibility of damages. In any case it is the responsibility of the resident(s) to file a police report and give a copy to The University Group.

O. Satellite dishes are expressly prohibited except as allowed under *The University Group Satellite Dish Policy*. Any installation of a satellite dish without our prior written consent as defined and explained in the *Satellite Dish Policy* shall constitute a breach of this lease. No double-faced tape or adhesive hangers may be used. Lessee agrees not to litter the grounds. Lessee shall not display any window, door, or yard signs.

P. **If you are moving into an apartment before the start date of your lease you must sign an Early Move In form or Transfer Agreement. You may sign the Early Move In form starting May 1. If you are moving into an apartment in August you must have the Early Move In form or Transfer Agreement signed by all the individuals that are on the lease and returned to The University Group leasing office no later than July 15. If the form is not completed by July 15, possession cannot be taken for the apartment until the start date of the lease. There are a limited number of Early Move Ins allowed. Early Move Ins will be limited to 25 Early Move Ins per day, with the exception of weekend days when Early Move Ins will not be allowed.**

Q. Renewals occur when one or more of the current residents of an apartment sign the lease for the same unit for the following year. Lessee(s) agrees that between the two lease periods, The University Group will not assess the apartment for damages nor clean the apartment. Lessee(s) agrees the new resident(s) replacing the current resident(s) on the renewal lease will be responsible for reimbursing the current resident(s) for their portion(s) of the security deposit. Lessee(s) agrees that on the date specified on the renewal lease, the current resident(s) will be responsible for handing over their key(s) to the new resident(s).

R. The Lessor will only discuss issues regarding the lease or the leased premises with the individuals that have signed the lease. Lessor will not discuss issues with the lease or leased premises with anyone who has not personally signed the lease.

S. Basic furniture shall be supplied to each furnished apartment rented as follows, unless otherwise specified by leasing agent in writing:

Efficiencies – Bed, Sofa, 3 piece dinette, & chest

1 BR – Sofa, 3 piece dinette, chest, & bed

2 BR – Sofa, LR chair, 3 piece dinette, 2 chests, & 2 beds

3 BR – Sofa, LR chair, 5 piece dinette, 3 chests, & 3 beds

4/5 BR – Sofa, LR chair, 5 piece dinette, 4/5 chests, & 4/5 beds

Some apartments may have kitchen islands and stools in lieu of a dinette set. Typically, The University Group does not supply end tables, night stands, coffee tables, lamps, or desks. Any of these above-mentioned items leftover in the apartments may be used at no charge, but no repairs or replacements shall be made to said items. **Any changes,**

additions, or deletions, to the above list should be stated in the lease.

Tenant will have 72 hours upon check in to report any damages or deficiencies of the basic furniture to the landlord on the check in sheet. Any changes, additions, or deletions during this time need landlord approval, which shall be based only on damage beyond normal wear and tear, or missing items (sometimes damage occurs after your lease was signed and before you move in). Furniture style, color, or bed size shall not be considered a reason for replacement. No furniture or furnishings provided by the Lessor or its agent shall be removed from the unit by the Lessee. Any approved requests to remove furniture by Lessor will result in a \$250 removal fee for each item. All requests must be made by the Lessee 30 days before the lease start date and agreed upon in writing by the Lessor. Upon move out, if any furniture provided by The University Group is missing, Lessee will be charged for the missing furniture.

X _____
Initial Here

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3 General Clauses

3.1 GENERAL CLAUSES

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.

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.

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.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4 Acknowledgement

4.1 I(WE) ACKNOWLEDGE WE HAVE READ THE UNIVERSITY GROUP LEASE FOR THE APARTMENT LOCATED AT

<<Unit Address>> and understand the lease in its entirety. The lease begins <<Lease Start Date>> and will end on <<Lease End Date>>.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5 Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X _____
Lessee

Date Signed

X _____

Lessor

Date Signed

SAMPLE