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## SUMMARY OF RIGHTS FOR SAFER HOMES(PAGE 1)

### 1.1 SUMMARY OF RIGHTS FOR SAFER HOMES

Landlords (owners of the building or someone working for them to rent residences) are required under Illinois law to give this summary to all Illinois housing tenants as the first page of their written lease, whether the lease is new or a renewal. Access, download, or translate this summary on the Illinois Department of Human Rights website at [dhr.illinois.gov/safer-homes](http://dhr.illinois.gov/safer-homes). If you or a member of your household are a survivor of domestic violence, dating violence, sexual assault, or stalking, you have special rights relating to your housing to make you safer.

**1) Under the Illinois Safe Homes Act, you have the right to end your lease early and not pay future rent when you move from your rental place because of a threat of domestic violence or sexual violence.**

- To end your lease early, you must give written notice that you are leaving to your landlord before or within three days of permanently leaving (for example, by removing all of your belongings and turning over your keys to the landlord or property manager) or have left your rental place because you are under an imminent threat of domestic violence or sexual violence there. You can also end your lease early by written notice and documentation because sexual violence occurred at your rental place within the last 60 days or later, if circumstances prevented you from telling the landlord sooner.

- You are responsible for paying rent for the period prior to providing written notice and then permanently leaving, but you are not responsible for future rent after that and cannot be charged an "early lease break fee." Your landlord should also return your security deposit if there is no previous unpaid rent or damage to your rental place beyond normal wear and tear.

**2) You also have the right to change your locks to prevent further domestic violence or sexual violence at your rental place.**

• To exercise this right, you need to provide written notice to the landlord that you are under an imminent threat of domestic or sexual violence and provide one of the following forms of documentation evidencing this threat:

o Medical, court, or police evidence; or,

o A statement from an employee of a domestic violence or other victim services organization from whom you or a member of your household sought service.

The landlord must change or give you permission to change the locks within 48 hours of your notice and documentation, at your reasonable expense. If your landlord does not change the locks within 48 hours, you can change the locks and give your landlord the new key within 48 hours. If the person seeking to harm you or a household member is also a tenant on your lease, you need

to provide to the landlord a plenary order of protection or plenary civil no contact order granting you exclusive possession of the residence instead of one of the forms of documentation noted above.

**Each tenant acknowledges receipt of this Page 1 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 2-4.**

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

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## SUMMARY OF RIGHTS FOR SAFER HOMES(PAGE 2)

### 2.1 SUMMARY OF RIGHTS FOR SAFER HOMES

**3) Your landlord will be liable to you for your actual damages up to \$2,000 and reasonable attorney's fees if they disclose to a prospective landlord that you used the Safe Homes Act or share any information you provided when using the Safe Homes Act. Learn more about the Safe Homes Act (765 ILCS 750) from Illinois Legal Aid at [ilao.info/dvleases](http://ilao.info/dvleases)**

**4) If your landlord tries to evict you, and the eviction is based upon you or a household member experiencing domestic violence, dating violence, sexual assault, or stalking, you may be able to stop the eviction. You cannot be evicted solely because:**

- You or your household members are a victim of an actual incident of domestic violence, dating violence, sexual assault, or stalking

- You or your household members received threats of domestic violence, dating violence, sexual assault, or stalking

- Criminal activity in the form of domestic violence, dating violence, sexual violence, or stalking against you or a member of your household

- You did not knowingly consent to a person entering your rental place that the landlord had barred, or if the barred person is permitted by court order to enter your rental place

**When asserting any of these defenses to eviction you must provide at least one form of evidence of your status** (such as medical, court or police records, or a statement from a victim services organization that you sought help from).

**The landlord may still be able to evict you if they prove that your continued presence in your rental place poses an actual and**

imminent threat to others there.

It is recommended that you seek legal assistance if facing an eviction action.

**5) A landlord cannot discriminate against you under the Illinois Human Rights Act because you have an order of protection, a stalking no contact order, or a civil no contact order.**

The Illinois Human Rights Act protects against discrimination, harassment, and retaliation in housing based on certain protected categories. A housing provider cannot refuse to rent to you, refuse to make repairs, or charge you additional fees because you have protections under any of the above court orders. Possible remedies include your actual damages and attorney's fees. If you are using a federal housing subsidy, you have additional protections under the Violence Against Women Act (VAWA) (42 U.S.C. Ch. 136, Subchapter III), which prevents housing providers from denying housing due to domestic violence, dating violence, sexual assault, and stalking.

**Each tenant acknowledges receipt of this Page 2 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 3-4.**

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

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## SUMMARY OF RIGHTS FOR SAFER HOMES(PAGE 3)

### 3.1 SUMMARY OF RIGHTS FOR SAFER HOMES

You can file a charge of housing discrimination with the Illinois Department of Human Rights within one year after the discrimination occurred or with the appropriate circuit court not later than two years from the date of the last discrimination.

For more information on filing a charge of housing discrimination under the Illinois Human Rights Act, visit [dhr.illinois.gov/filing-a-charge/housing](http://dhr.illinois.gov/filing-a-charge/housing)

**6) Illinois prohibits counties and municipalities from creating or enforcing laws that penalize tenants who are survivors of domestic violence or sexual violence when they (or their landlord) contact police or other emergency services to prevent or respond to this conduct.**

Illinois does not allow counties or municipalities to create or enforce laws that penalize tenants for:

(1) Calling the police or emergency services to prevent or respond to domestic violence or sexual violence;

(2) Incidents of domestic or sexual violence against a tenant, their

household member, or guest at your rental place; or

(3) Criminal activity at your rental place that is related to domestic violence or sexual violence.

If you are penalized by being evicted, terminated from your housing, or otherwise assessed fees or fines, you may file a complaint in circuit court under Section 1-2-1.5 of the Illinois Municipal Code (65 ILCS 5) & Section 5-1005.10 of the Illinois Counties Code (55 ILCS 5)

**7) Utility companies are required to defer the initial credit and deposit requirements for a period of 60 days for a residential customer or applicant who is a victim of domestic violence**

To exercise this right under Section 8-201.6 of the Public Utilities Act (220 ILCS 5/8-201), provide evidence of the domestic violence from an order of protection, a certifying letter from a medical provider or domestic violence shelter, or law enforcement personnel.

**8) Please note that if you apply for or reside in federally subsidized housing there are additional housing rights under the Federal Violence Against Women Act (VAWA) relating to domestic violence, sexual assault, dating violence, and stalking.**

**Each tenant acknowledges receipt of this Page 3 of this Summary by signing below and should retain a copy for their records. See also and Sign at bottom of p. 4.**

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

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## SUMMARY OF RIGHTS FOR SAFER HOMES(PAGE 4)

### 4.1 SUMMARY OF RIGHTS FOR SAFER HOMES

**Below is a list of free legal service providers:**

**Ascend Justice** – Legal aid organization that provides free legal representation to survivors of gender-based violence who need to break their lease or change their locks under the Safe Homes Act. Go to [ascendjustice.org/finances-housing](http://ascendjustice.org/finances-housing)

**CARPLS** – Legal hotline helps low and moderate-income residents of Cook County with free legal advice and referrals to legal organizations. CARPLS provides assistance to tenants facing eviction; helps survivors with Safe Homes Act letters; and covers private and all types of subsidized housing.

o Go to [carpls.org/services/cook-county-hotline](http://carpls.org/services/cook-county-hotline)

o CARPLS Legal Hotline: (312) 738-9200

**Cook County Legal Aid for Housing and Debt Hotline** - Provides

free legal assistance for tenants facing eviction in Cook County.

o (855) 956-5763.

**Eviction Help Illinois** – Provides free legal help for Illinois residents facing an eviction.

o Go to [evictionhelpillinois.org](http://evictionhelpillinois.org)

**Illinois Legal Aid Online** – Provides free legal information and resources in English and Spanish, including easy legal forms, sample letters and referrals to legal aid organizations.

o Go to [illinoislegalaid.org](http://illinoislegalaid.org)

**Land of Lincoln Legal Aid** – Legal aid organization that provides free legal representation to survivors under the Safe Homes Act and has an eviction hotline. Land of Lincoln Legal Aid has five offices and four satellite offices that serve 65 counties throughout central and southern Illinois.

o Go to [lincolnlegal.org/apply-for-legal-services](http://lincolnlegal.org/apply-for-legal-services)

o Eviction Hotline: (855) 601-9474

o Other housing issues, call Legal Advice and Referral Center: (618) 394-7300

**Legal Aid Chicago** – Legal aid organization that provides free legal representation for low-income renters in Chicago and suburban Cook County. Legal Aid Chicago has a Fair Housing Project and is a HUD enforcement agency. Legal Aid Chicago provides assistance with housing issues including: subsidized housing; breaking a lease or changing locks under the Safe Homes Act; and eviction defense.

o Go to [legalaidchicago.org/get-help](http://legalaidchicago.org/get-help)

o Fair Housing Intake Line: (312) 423-5909

**Life Span** – Legal aid organization that provides free legal services to survivors of domestic violence and sexual assault who need to break their lease or change their locks under the Safe Homes Act. Life Span provides services to survivors in Chicago and suburban Cook County.

o Go to [life-span.org/get-help](http://life-span.org/get-help)

o Legal assistance: (312) 408-1210

**North Suburban Legal Aid Clinic** – Legal aid organization that provides free legal representation for low-income renters in Lake County and north suburban Cook County who are facing eviction, need to break a lease under the Safe Homes Act, or have other landlord/tenant issues. Go to [nslegalaid.org/get-help/housing](http://nslegalaid.org/get-help/housing)

**Prairie State Legal Services** – Provides free legal assistance to survivors under the Safe Homes Act. Prairie State Legal Services has 11 offices located in Bloomington, Galesburg, Joliet, Kankakee, Moline, Ottawa, Peoria, Rockford, Waukegan, West Suburban (West Chicago) and Woodstock.

o Go to [pslegal.org/How-To-Get-Started](http://pslegal.org/How-To-Get-Started)

o Domestic Violence Line: (844) 388-7757

**Each tenant acknowledges receipt of this Page 4 of this Summary by signing below and should retain a copy for their records. Sign this last page 4 and keep this summary.**

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

Section 4.

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## 5

# Residency and Financials

## 5.1 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 12:00Noon 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

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

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

## 5.2 RENT 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 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 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.

### 5.3 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.

### 5.4 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.

### 5.5 SECURITY DEPOSIT

Lessee agrees to pay Lessor, within 2 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 uncleanness 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.

### 5.6 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.

## 5.7 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.

## 5.8 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, 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.

## 5.9 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.

## 5.10 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 sublessee and is the original lessee's responsibility to pay Lessor. Lessee must contact the office a minimum of 24 business hours in advance to start the sublease process. The sublease process is done online during business hours of Monday to Friday 10AM-5PM and an electronic sublease agreement must be signed. 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.

## 5.11 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.

## 5.12 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 re-let 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.

## 5.13 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.

Lessees agree not to store the following electric devices that contain lithium-ion batteries, including but not limited to e-bikes, e-scooters, e-skateboards, e-hoverboards, or similar devices, anywhere on the leased premises. This prohibition applies to all areas of the property, including but not limited to storage areas, dwelling units, garages, and common areas.

#### 5.14 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.

#### 5.15 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.

#### 5.16 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 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.**

#### 5.17 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.

#### 5.18 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.

#### 5.19 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.

#### 5.20 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.

#### 5.21 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.

#### 5.22 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 5.

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## 6

# Rules and Regulations

### 6.1 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 charge you a minimum of \$65.00 which could be more depending on the amount of cleaning needed for the apartment. **Your apartment's carpet will be professionally steam-cleaned at the end of your lease.** You may expect the following range of market charges for said steam cleaning: 1 Br./Eff. = minimum of \$120; 2 Br. = minimum of \$130; 3 Br. = minimum of \$140; 4 Br. = minimum of \$225; 5 BR = minimum of \$225. Please note that these charges are estimates and actual invoices will be provided by Lessor upon receipt. These charges are for cleaning only, and do not include charges for repair of damages beyond normal wear and tear. 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. 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 the entire apartment is required to be painted due to the tenant's fault, beyond normal wear and tear, you may expect the following range of market charges: Efficiencies = \$200 - \$250; 1Br. = \$250 - \$290; 2 Br. = \$290 - \$325; 3Br. = \$325 - \$375; 4 Br. = \$375 - \$425; 5BR = \$425 - \$550. Extra hole patching may result in additional charges. Individual room or wall charges will be calculated on a pro-rated basis according to the above estimates. 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 5.2 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 9:00AM of 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 212 E. Springfield Ave 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 clean-up 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.** Lessor will not reimburse Tenant(s) for high power and water bills for any reason. Tenant(s) shall not run their air-conditioning if the outdoor temperature is lower than 65 degrees Fahrenheit and shall not set the thermostat below 70 degrees Fahrenheit when using the air-conditioning. Tenant(s) will be fined \$100 if their air-conditioning freezes up. 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. Violators are subject to a \$500 fine payable to Lessor.

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 \$110.00 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 \$110.00 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. 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:

**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. 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. Check bed size for correct linens. 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 Lessee's request to remove furniture 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.

T. Upon execution of this rental agreement, Resident shall be enrolled in

RentPlus. The RentPlus service is a credit reporting and financial tool provided by Simplified Business Group, LLC, doing business as Rent Dynamics ("Rent Dynamics"), to report Resident's rent and/or utility payments due under the Rental Agreement to one or more consumer reporting agencies (e.g., Equifax, TransUnion, or Experian).

RentPlus is an amenity provided by the property, and by signing this addendum, Resident will be enrolled. Upon enrollment, the Resident will receive an email from support@rentplus.com with details about the RentPlus service. The resident may cancel the RentPlus service at any time. The cost of the RentPlus service is \$8.95 per month if there is one Resident participating, or a combined service fee of \$14.95 per month if there are multiple Residents participating. The monthly fee will be charged with Resident's rent bill on an automatic recurring basis unless and until Resident cancels. Charges are non-refundable.

After enrolling in RentPlus, Resident may cancel the RentPlus service at any time, for any reason. Enrollment in Rent Reporting is entirely optional and is not a condition of your Rental Agreement. Resident may cancel by sending written notice of termination to Rent Dynamics at 4205 Chapel Ridge Road, Lehi, Utah 84043 – Attn RentPlus Service Charge or contacting Rent Dynamics directly at support@rentplus.com.

Resident must cancel no later than ten (10) days before the end of the month to avoid being charged for a subsequent month. For more information about the RentPlus service, please refer to the FAQs located at <https://www.rentplus.com/faq/> or contact Rent Dynamics at support@rentplus.com. By signing below, or electronically accepting through your landlord, Resident is enrolling in RentPlus and agrees to the terms and conditions set forth in this addendum and the RentPlus terms of use that can be found at [www.rentplus.com/terms-of-use](https://www.rentplus.com/terms-of-use). The RentPlus services and fees may be altered or otherwise modified by Rent Dynamics with thirty (30) days' advance notice to Resident. Resident's failure to cancel the RentPlus service (as described above) after receiving such notice constitutes acceptance of any such changes. Rent Dynamics is an intended third-party beneficiary of this addendum. If you have any questions, please contact Rent Dynamics at support@rentplus.com or 855-388-5314.

U. Lessee(s) will be responsible for the cost of repairs resulting from damage caused by neglect, misuse, or anything beyond normal wear and tear. This will be a flat fee charged to the tenant at the cost of repair, including labor, parts, and any associated service fees. Other repairs due to neglect will be charged on a materials and hourly basis of \$80/hour (this rate is subject to change).

Toilet Plunge	\$110
Garbage Disposal Replacement	\$230
Garage Disposal Repair/Jams	\$110

Drain Clearing (by the lessor)	\$110
Smoke/Combo Detector	\$160/\$240/\$320
Door Knob	\$130
Screens	\$155/\$210
Blinds	\$140/\$200
Breaker Reset	\$110
After Hours Lockout Fee	\$50
Key Replacement	\$25
FOB Replacement	\$50
Garage Opener Replacement	\$75
Removal of nonapproved fixtures	\$50

Between the lease dates stated in Section 5.1 of this lease, should the need arise for repairs related to neglect, misuse, installation of non-approved fixtures, or anything deemed beyond normal wear and tear by the lessor will be charged using the chart above. Herein, the lessee agrees to pay these charges within 30 days of posting the charge to the lessee's Appfolio portal. Supplementary information related to the necessity of these charges will be provided for digital download under the "Shared Documents" tab within the lessee's portal. All charges are final and not available to dispute in any capacity. Lessee reserves the right to adjust these fees yearly based on the cost of labor and goods. These increases will take place on August 1st of each year.

By initialing below, you acknowledge and agree to the terms in Section 6.

X \_\_\_\_\_  
Initial Here

## 7

# Landlord's Liability Insurance

## 7.1 REQUIRED INSURANCE

For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual

reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.

2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.

3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.

4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.

5. Licensed insurance agents may receive a commission on the LLIP.

6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$10.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of 4.50 Dollars (\$4.50) to be retained by the Lessor for processing and handling will be charged.

7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.

8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance. As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

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

Section 7.

X \_\_\_\_\_  
Initial Here

Section 9.

X \_\_\_\_\_  
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## 8 General Clauses

### 8.1 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 8.

X \_\_\_\_\_  
Initial Here

## 9 Acknowledgement

### 9.1 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

## 10 Sign and Accept

### 10.1 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