

## LEASE

Parking Spaces \_\_\_\_\_ per Apartment

THIS AGREEMENT is made between First Site, Ltd., hereinafter referred to as "LESSOR" and \_\_\_\_\_, hereinafter referred to as "LESSEE".

### 1. PREMISES LEASED

- A. LESSOR agrees to lease to LESSEE the premises known as \_\_\_\_\_ Normal, McLean County, Illinois 61761.
- B. In addition to the lease of the unit, the following services and privileges are granted to the LESSEE.
1. Refuse facilities.
  2. General building maintenance outside of the suites, including lawn care, LESSOR is responsible for snow removal.
  3. Furnishings and appliances presently on property shall remain in the unit under control of LESSOR.

### 2. TERMS OF LEASE

- A. This lease shall be for a term of \_\_\_\_\_ semesters beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and terminating without notice at 5:00 PM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. LESSEES will not be allowed to move in prior to the beginning of the lease.
- B. This lease is based on \_\_\_\_\_ person occupancy. All LESSEES must sign within 30 days of the first lease signing in order to guaranty apartment availability. Failure of all to sign does not release signatories from their obligation to fulfill the terms of this lease.

### 3. RENT

- A. LESSEE agrees to pay as rent for the aforesaid premises and residence privileges the sum of \$\_\_\_\_\_, in \_\_\_\_\_ payments of \$\_\_\_\_\_ starting on \_\_\_\_/\_\_\_\_/20\_\_\_\_ and ending on \_\_\_\_/\_\_\_\_/20\_\_\_\_ payable as set forth herein in the "Rent Payment Schedule," which is included herein unless otherwise stated in writing. A late charge of 10% of the total outstanding balance due shall be added to the payments due and not received in the office of LESSOR on or before the 5<sup>th</sup> of each month, unpaid late fees, damages, and utility bills shall be considered additional rent due. There will be a \$25.00 service charge for any check returned by the bank for any reason. LESSEE agrees to pay the amount of the check plus service charge within 3 days. Upon breach of any terms of this lease, all future lease payments are accelerated and become immediately due and owing.
- B. **THIRD PARTY GUARANTY:** LESSOR requires a binding Third Party Guaranty (referred to as "Guaranty") which Guaranty constitutes an essential inducement for the granting of this lease. LESSOR at its option reserves the right to cancel this lease in the event such Guaranty is not fully executed, notarized and returned to the LESSOR within 15 days from the date of LESSEE signing said lease or prior to occupancy, whichever time period is shorter. LESSEE understands that the Guaranty must be obtained directly from their parent or guardian and that the LESSOR reserves all rights, both criminal and civil, for the false execution or forgery of the Guaranty. The execution of the Guaranty constitutes an additional assurance to the LESSOR of the performance of the covenants of this lease and shall not be construed as a release of the LESSEE'S responsibilities.
- C. Withdrawal or suspension from the University shall not terminate the obligation of LESSEE hereunder and LESSEE shall be liable for the aforesaid rents.
- D. **JOINT RESPONSIBILITY:** The term LESSEE as used herein shall be considered to mean LESSEES whenever there is more than one tenant. LESSEES shall be jointly and severally liable for all rent due herein and all charges including damages to the aforesaid premises. Each LESSEE shall remain liable for said damages and charges until all are paid in full.
- E. Unpaid late fees shall be deemed to be unpaid rent for the purposes of the five (5) day statutory notice requirement for unpaid rent and any payments received by LESSOR shall first be applied to unpaid late fees, damages, and utility bills.

### 4. UTILITIES

- A. If initialed herein: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS. Lessor shall provide a utility allowance of \_\_\_\_\_ which is included in the monthly rent amount, calculated on the prior twelve (12) months average utilities charges that is included in the LESSEE monthly rent payment. However, should the utilities exceed 110% of the utility allowance LESSEE shall immediately pay to LESSOR the overage amount. LESSEE may view utility bills at LESSOR'S office and undertake this duty pursuant to this LEASE. If the aforesaid option is not initialed or if LESSEE fails to reimburse LESSOR for any overage of utilities, LESSEE hereby authorizes LESSOR to make application in name of any signatory herein for electric, water, and gas, to start the first day of the lease term or move-in date and extend to the end of the lease term. Failure to pay utilities when due to the utility company or as reimbursement to LESSOR after payment by LESSOR shall be deemed a breach of the terms of this lease. LESSEE acknowledges responsibility for paying all utility charges billed during this lease term. LESSEE acknowledges that LESSOR may obtain the consumption history for this premise and LESSOR may provide this information to prospective future residents. LESSEE acknowledges that LESSOR will be notified by utility companies if a delinquency in payments arises and LESSOR will receive a copy of the disconnect notice at the same time LESSEE receives one. LESSEE shall keep the heat high enough to prevent pipes from freezing. LESSEE shall supply his own light bulbs, shower curtain, smoke detector batteries, and carbon monoxide detector batteries, if applicable.
- B. **WASTE:** LESSEE shall not waste utilities furnished by management nor use utilities or fixtures for any improper or unauthorized purpose.

### 5. SECURITY DEPOSIT

- A. Each LESSEE shall pay a one time, non-refundable \$15.00 processing fee. LESSEE shall, upon execution hereof, deposit with LESSOR the sum of \$\_\_\_\_\_ for tenancy in the above-named apartment, to be applied against damage to any part of the premises, including the furnishings and appliances within said unit, common hallways, stairwells and other building and parking areas, and any other expense including past due rent, charges, damages, utility bills and attorney's fees incurred by LESSOR. Said Security Deposit shall be applied to any of the aforesaid losses related to the aforesaid unit unless said expense is paid for prior to the end of the term of said lease. Refunds shall be made after inspection of the premises by LESSOR and/or AGENT, and refunded as required by law. LESSOR and/or AGENTS assessment of any loss or damage to the premises or furnishings therein caused by LESSEE or its guests shall be binding upon the LESSEE herein. Upon repair of and billing for such damage by LESSOR or its AGENT, the LESSEE agrees to pay LESSOR immediately upon receipt of such bill for repairs. LESSEE further agrees that upon his failure to vacate the leased premises at the termination date of this lease, LESSEE shall be liable for double the amount of rent per month until such time as they vacate the premises.
- B. The following types of damages will, in addition to others, be chargeable to LESSEE upon LESSEE vacating the leased premises:
1. Extra cost of painting, carpet cleaning or replacement, or any other deodorizing process necessitated by the presence of persistent, lingering odor resulting from smoking materials, use of candles and incense, urine, alcohol, odorous cooking or otherwise.
  2. Extra cost of cleaning apartment to ensure that apartment is in occupancy ready condition.
  3. Damage to furniture and TV (if applicable).

### 6. USE AND CARE OF THE PREMISES

- A. Said premises shall be used by the LESSEE solely for residential purposes. Further, LESSEE shall not permit any unlawful or immoral practices to be committed upon the premises, including, but not limited to, drinking by persons under the legal age of twenty-one, selling tickets to parties where drinking by persons under the legal age of twenty-one may occur or the use of a controlled substance by any person may occur wherein that substance or substances is bought, sold or given gratuitously, nor use the premises in a manner which is offensive, noisy or dangerous which may result in an increase of the insurance rate thereon. Further, the use of the premises by LESSEE shall be in a manner consistent with the rights of other residents of said building in accordance with any Federal, State, or local laws or ordinances so as not to cause undue disturbance. Nor to allow any other persons to occupy premises hereby rented, excepting casual visits of friends or guests limited to a two- (2) day stay. **NO OTHER PERSON(S) SHALL OCCUPY SAID PREMISES MORE THAN TEN DAYS, IN TOTAL, DURING THE TERM OF THIS LEASE.**

- B. LESSEE shall be liable for any damage to the premises, furnishings and appliances within said unit, common building and parking areas, and any other expense caused by LESSEE to LESSOR including, but not limited to: repair, reset or replacement of fire alarms; damage to windows and doors in building halls and entry ways, laundry facilities, carpet/vinyl in halls, mailboxes; expense of breaking up parties in halls, entry way or parking lot; removal of garbage, trash, and discarded furniture not placed in dumpster. Upon termination of said Lease, the unit including furnishings and appliances shall be left by LESSEE in a sanitary, clean condition, suitable for immediate lease to another tenant and any loss, costs or expenses occasioned by LESSEE'S failure to do so shall be charged against the aforesaid security deposit.
- C. **RESIDENT POLICY BOOK:** LESSEE acknowledges receipt of the Resident Policy Book, made a part hereof by reference, and agrees to abide by all the rules and regulations set forth in this lease and the Resident Policy Book. LESSOR reserves the right to make reasonable changes to the Resident Policy Book and upon notification to LESSEE of such changes, such amended rules and regulation shall become equally binding upon LESSEE as is originally set for herein. If there is a discrepancy between provisions of this Lease and those stated in the Resident Policy Book, LESSOR shall have the option of electing the binding provision and shall so notify LESSEE within a reasonable time of such election.
1. NO PETS SHALL BE PERMITTED UPON THE PREMISES. LESSOR may remove pets without notice. LESSOR is not responsible for removed pets and may release outdoors.
  2. No clothes or wearing apparel shall be hung out of doors or out of the confines of said unit.
  3. No pictures or other objects shall be hung or suspended within said unit, except with approved hooks.
  4. LESSEE shall not permit or allow any rubbish, waste materials or other products to accumulate upon premises but shall maintain the same in a reasonably clean condition at all times.
  5. Padlocks, chain locks or locks of any type on any interior or exterior door are prohibited except locks installed by LESSOR.
  6. LESSEE agrees to abide by Town of Normal Noise Ordinance. No parties will be held outdoors. Indoor parties shall be small, controlled and not disturb neighbors. Illegal activities are prohibited at any time.
  7. LESSEE may not make changes, temporary or permanent, to the unit without prior written consent of LESSOR.
  8. Cars shall be parked only in designated areas and shall not be driven or parked on grass, yard, or sidewalk. Cars must be parked in compliance with Town of Normal Parking Ordinances. Unless otherwise stated, parking will be limited to 2 spaces per apartment.
  9. LESSEE is responsible for putting out garbage in designated garbage bins in compliance with Town of Normal regulations governing such actions.
7. **DAMAGE TO LESSEE'S PROPERTY**
- A. LESSOR shall not be liable for any loss or damage to LESSEE'S personal property caused by fire, wind, rain, any other act of nature, theft, actions or commissions of other LESSEES, occupants or guests.
  - B. LESSEE covenants and agrees to make no claim against LESSOR, its agents, or employees for any damage, personal injury or loss of use occasioned thereby.
  - C. If property is rendered unlivable due to fire or other cause, LESSOR shall not be obligated to provide housing for LESSEE. LESSOR shall return any unused rent.
8. **ASSIGNMENT AND SUBLETTING:** LESSEE shall not assign or sublease the leased premises without first obtaining LESSOR's prior written consent. A subleasing fee of \$100.00 shall be paid at the time said sublease is signed by sublessee.
9. **ENTRY**
- A. The LESSEE agrees that at reasonable times prior to the termination of this Lease, the LESSOR, its agent and the Town of Normal safety inspectors may enter the premises for the purpose of inspection, cleaning, remodeling or repairs or to show the same to prospective new tenants or buyers. Repairs by LESSOR shall be made within a reasonable time, but could be slow at the beginning of the term and during severe conditions.
  - B. Lockout: a \$25.00 service charge will be assessed LESSEE if LESSOR is required to open or close leasehold premise at the request of LESSEE or governmental authorities.
10. **ATTORNEY'S FEES AND COLLECTION COSTS:**  
 If LESSEE violates any covenant, term or condition of this Lease, and the LESSOR employs an attorney or collection agency to pursue any violation or breach of this Lease, the LESSEE shall be liable as hereafter stated for all attorney fees, collection costs, court and legal costs incurred by the LESSOR. LESSEE agrees to pay the greater of either attorney's fees in the amount of \$600.00 plus \$200 per hour for legal fees in excess of 3 hours, or collection costs equal to thirty percent (30%) of the total amount due from LESSEE under this Lease with a minimum of \$200.00 collection costs. The aforesaid fees or collection costs shall be due whether or not litigation is commenced by LESSOR. LESSEE agrees that said attorney fees and collection fees are reasonable. 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS. The LESSEE agrees to allow LESSOR to pursue all legal claims and suits in the Circuit Court of McLean County, Illinois, thereby waiving any defense of lack of jurisdiction or venue in said suits. The LESSOR, attorney or debt collector is granted permission to request a credit report on LESSEE and/or LESSEE's guarantor(s) at the time of application and/or if LESSEE's outstanding balance to LESSOR is past due over thirty (30) days.
11. **NOTICES**  
 LESSOR may terminate LESSEE's right to occupancy by giving LESSEE five days written notice to vacate for nonpayment of rent or by giving LESSEE ten days written notice to vacate for violation of any other Lease provision. Any legal notice or demand may be served by tendering it to any person thirteen years of age or older residing on or in possession of leased premises; or by certified mail addressed to the LESSEE at the leased premises, return receipt requested; LESSEE acknowledges that if the notice by certified mail is returned to the LESSOR with a notation that delivery was refused or unclaimed, it shall be deemed constructive legal notice. LESSOR may also serve notice by posting it upon the door of the leased premises if no authorized person pursuant to the Lease is in possession of the unit. Notice to LESSEE shall be deemed to be notice to Guarantor.
12. **NON-DISCRIMINATION CLAUSE**  
 It is illegal and against First Site's policy to discriminate based on one's membership to a protected class. These classes being race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, unfavorable military discharge, military status, or any other class protected by Article 3 of the Illinois Human Rights Act.
13. **ADDITIONAL PROVISIONS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no further written or oral understandings or agreements with respect hereto. Any changes and/or modification to this contract must be made in writing and acknowledged by the signatures of the parties hereto. If any clause or provision of this agreement is found to be unenforceable or inapplicable, then the remaining provisions will not be voided and will remain in full force and effect.

FIRST SITE, LTD., agent for owner

By: \_\_\_\_\_

LESSEE(S): *(Please sign below)*    PHONE:    EMAIL:    PERMANENT ADDRESS:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_