

**First Site, Ltd.**

138 E. Beaufort St. Suite A ♦ Normal, IL 61761 ♦ 309-888-4444  
Website: HTTP://www.firstsiteapartments.com

Apt. Number: \_\_\_\_\_  
Dated: \_\_\_\_\_

**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 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS**

A. LESSOR agrees to lease to LESSEE the premises known as: \_\_\_\_\_ Apt. # \_\_\_\_\_ 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.
- 4. The Nonexclusive use of the common areas, which shall include, but not be limited to the common hallways, stairwells, and other building and parking areas, for the common benefit and use of the residents.

**2. TERMS OF LEASE 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS**

A. This lease shall be for a term of **3** semesters beginning on the **17<sup>th</sup> Day of June 2019** and terminating without notice at 5:00 PM on the **7<sup>th</sup> Day of May 2020**. 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.

C. LESSEE authorizes LESSOR to try to mitigate any damages by attempting to secure a SUB-LESSEE if LESSEE breaches the lease by failing to make all rental payments and/or Security Deposit amounts due pursuant to the lease terms prior to the initial possession date. LESSEE shall remain liable for all rents not paid pursuant to the lease and waives any right to any rent already paid and further waives any rights to recover any of the Security Deposit paid pursuant to the lease terms herein.

**3. PAYMENT 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS**

A. LESSEE agrees to lease the aforesaid premises, which includes a utility usage allowance, residence and business privileges, and rent as hereinafter outlined. The total amount that LESSEE will pay LESSOR shall be \$ \_\_\_\_\_ and said sum shall be paid in \_\_\_\_\_ monthly payments of \_\_\_\_\_ commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ set forth in the Payment Schedule included herein. Acceptance of any payments due pursuant to this lease from a third party shall not give said third party any constructive or possessory rights to the leased premises. 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. For the sole purpose of the five (5) day statutory notice requirement for unpaid rent, any unpaid security deposit, unpaid late fees, service charges, damages, utility bills, and residence and business services payments shall be considered additional rent due. It is agreed that time shall be of the essence in the lease agreement and that, if LESSEE is more than five (5) days late in the payment of the aforesaid items as included above for the statutory five-day notice on three (3) or more occasions during the period of this lease, such action will constitute a breach of this lease. Payment due dates may be modified with the written approval of LESSOR. To qualify for deferred payment, LESSEE shall provide LESSOR with a copy of a formal notice for student financial aid to be received for the school year beginning in August of 2018. There will be a \$25 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 and at the option of LESSOR, all future payments due pursuant to the lease terms are accelerated and become immediately due and owing.

B. LESSEE shall pay the monthly amount of \$ \_\_\_\_\_ for the base utility usage allowance as further defined in paragraph 4 hereafter. Said payment shall be included in the total payment as stated in paragraph 3.A. herein.

C. LESSEE shall pay the monthly amount of \$ \_\_\_\_\_ for use of cable TV, broadband internet, furniture, and HDTV's. For LESSEE's payment convenience, said payment for these residence and business privileges shall be included in the total payment as stated in paragraph 3.A. herein. Failure to make said payments when due pursuant to this lease may result in the suspension of residence and business privileges.

D. LESSEE shall pay the monthly rent amount of \$ \_\_\_\_\_, which is included in the total payment as stated in paragraph 3.A. herein.

**E. THIRD PARTY GUARANTY: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS**

LESSOR at its option as described hereinafter requires a binding Third Party Guaranty (referred to as "Guaranty") which Guaranty constitutes an additional 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. Failure to provide said Guaranty shall not release LESSEE of his liability herein unless terminated by LESSOR as aforesaid. **Furthermore, if any individual LESSEE shall fail to provide said executed Guaranty, then the individual LESSEE shall pay a sum equal to a proportional percentage of payment due calculated upon the total amount of payment due pursuant to this lease divided by the number of LESSEES who have executed the lease. Said payment shall be paid within 15 days from the date of LESSEE signing said lease or prior to occupancy, whichever time period is shorter,**

and prior to the release of the unit key to the individual LESSEE. The individual LESSEE who makes such payment shall remain jointly responsible for any and all remaining payments due pursuant to this lease.

- F. Withdrawal or suspension from the University shall not terminate the obligation of LESSEE hereunder and LESSEE shall be liable for the aforesaid payments due pursuant to the lease. Any payments made by the LESSEE(s) or on behalf of the LESSEE(s) pursuant to the Lease shall not be refundable regardless of circumstances.
- G. **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 payments due pursuant to the lease and all other charges including damages to the aforesaid premises. Each LESSEE shall remain liable for said damages and charges until all are paid in full.
- H. 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, security deposits and utility bills.
- I. Payment of rent by third parties shall not give third party any constructive or possessory rights to the leased premises.

#### 4. UTILITIES

- A. If initialed herein: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ **LESSEE'S INITIALS**. Lessor shall provide a utility allowance for specific utilities as indicated in paragraph 15 "ADDITIONAL PROVISIONS" of \$ \_\_\_\_\_ which is included in the monthly payment amount, calculated on the prior twelve (12) months average utilities charges. However, should the utilities exceed the utility allowance, then LESSEE will be responsible for any additional costs above that allowance and LESSEE shall immediately, upon notice, 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 unit 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 neither waste utilities furnished by management, nor use utilities or fixtures for any improper or unauthorized purpose.

#### 5. SECURITY DEPOSIT 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ **LESSEE'S INITIALS**

- A. Each LESSEE shall pay a one-time, non-refundable \$95.00 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 payments, charges, damages, utility bills and attorney's fees incurred by LESSOR, and LESSEE shall remain liable for any amounts owed in excess of said Security Deposit. 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 the monthly payment due pursuant to the lease 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 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ **LESSEE'S INITIALS**

- 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, and all, applicable Federal, State, and / or local laws and 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 (10) DAYS, IN TOTAL, DURING THE TERM OF THIS LEASE.**
- B. LESSEE shall be jointly and severally liable with any and all other residents of the unit for any damage to the premises, furnishings and appliances within said unit. In addition, LESSEE shall be jointly and severally liable for damages to 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, entryway or parking lot; removal of garbage, trash, and discarded furniture not placed in dumpster unless conclusive proof of responsibility can be determined. 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.
- 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 of the date of notice thereof. If there is a discrepancy between provisions of this Lease and those stated in the Resident Policy Book, the lease language shall be binding.

1. NO PETS SHALL BE PERMITTED UPON THE PREMISES. LESSOR at its discretion 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. All personal items must always remain inside unit. Any personal items found in common area that are not marked with any identifying information as to the owner will be removed and disposed of without notice.
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. No Kegs allowed, Lessor may remove kegs without notice.
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 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS**

- 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: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS**

LESSEE shall not assign or sublease the leased premises without first obtaining LESSOR's prior written consent. A subleasing fee of \$225 shall be paid at the time said sublease is signed by sublessee.

**9. ENTRY 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS**

- 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 service charge fee 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: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS**

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 \$750 plus \$250 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 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, and authorizes LESSOR, attorney or debt collector to contact any individual listed on LESSEE's rental application for verification of information and to obtain information needed to collect any unpaid balance pursuant to this lease.

**11. NOTICES 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS**

LESSOR may terminate LESSEE's right to possession by giving LESSEE five (5) days written notice to vacate for failure to make payment pursuant to Paragraph 3.A. herein or by giving LESSEE ten (10) 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 legal notice to Guarantor. Any notices to LESSEE, other than those for vacating the leased premises, may be made by electronic mail to the last verified electronic mail address provided by LESSEE or by text message to the last verified telephone number provided by LESSEE and includes those notices for the purposes of application of the Security Deposits and for the balance due to LESSOR on account.

**12. COUNTERPARTS & ELECTRONIC SIGNATURES 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ LESSEE'S INITIALS**

This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party and all of which taken together shall constitute one and the same Agreement. This Agreement shall be effective as to each of the parties when executed by said Party, whether in one or more counterparts. The parties herein further agree if a party has executed this agreement with an electronic signature, whether digital or encrypted, it will confirm that electronic signature by forwarding to the other party within ten (10) days an ink-signed original of the agreement, but the failure to so forward an ink-signed original of the agreement will not affect in any way the validity or enforceability of this agreement.

**13. NON-DISCRIMINATION CLAUSE** 1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS**

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.

Lessee(s) acknowledge(s) receipt of an explanation by Lessor of the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Form and the parties agree to incorporate that form to the lease herein by reference.

**14. SEVERABILITY** 1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS**

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. Any waiver by LESSOR of a breach of any covenant or duty of LESSEE under this lease is not a waiver of a breach of any other covenant or duty of LESSEE, or of any subsequent breach of the same covenant or duty.

**15. ADDITIONAL PROVISIONS:** 1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS**

Gas, Heat, Water Electric, Basic Cable and Broadband internet provided. There will be no upgrades, furniture swaps or any other additions to the unit unless otherwise stated in this paragraph.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRST SITE, LTD., agent for owner

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

**LESSEE(S):** (*Please sign below*)

**1. Signature:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**2. Signature:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**3. Signature:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**4. Signature:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

## Payment Schedule

Apartment Address: \_\_\_\_\_ # \_\_\_\_\_

Tenant(s) Name: \_\_\_\_\_

**Total Base Utility Usage Allowance: \$ \_\_\_\_\_ Total Residence & Business Privileges: \$ \_\_\_\_\_ Total Rent: \$ \_\_\_\_\_**  
**Total Payment Due: \$ \_\_\_\_\_ No. of Monthly Payments: \_\_\_\_\_ No. of Residents: \_\_\_\_\_**

This addendum is attached to a lease, which states the obligations of the undersigned. All payments due under the lease are the joint and several obligations of all co-residents. This chart is provided as a convenience to the undersigned to follow when all co-residents meet their agreement to share the total payments equally. Should one or more resident fail to pay, it is the remaining co-residents responsibility to decide how they want to assume the deficiency.

April 1, 2019	\$ _____	Each lessee (resident)
May 1, 2019	\$ _____	Each lessee (resident)
June 1, 2019	\$ _____	Each lessee (resident)
July 1, 2019	\$ _____	Each lessee (resident)
August 1, 2019	\$ _____	Each lessee (resident)
September 1, 2019	\$ _____	Each lessee (resident)
October 1, 2019	\$ _____	Each lessee (resident)
November 1, 2019	\$ _____	Each lessee (resident)
December 1, 2019	\$ _____	Each lessee (resident)
January 1, 2020	\$ _____	Each lessee (resident)
February 1, 2020	\$ _____	Each lessee (resident)
March 1, 2020	\$ _____	Each lessee (resident)
_____		Each lessee (resident)
_____		Each lessee (resident)
_____		Each lessee (resident)

**PAYMENTS ARE DUE ON THE FIRST OF THE MONTH. PAYMENTS RECEIVED AFTER THE 5TH OF THE MONTH WILL BE ASSESSED A 10% LATE FEE. UPON BREACH OF ANY TERM OF THE LEASE, ALL PAYMENTS ARE ACCELERATED AND BECOME DUE IMMEDIATELY. ANY PAYMENTS MADE BY OR ON BEHALF OF EACH LESSEE PURSUANT TO THE LEASE SHALL NOT BE REFUNDABLE REGARDLESS OF CIRCUMSTANCES.**

LESSEE	DATE
LESSEE	DATE
LESSEE	DATE
LESSEE	DATE

I, \_\_\_\_\_, agent of First Site, Ltd. have explained to the above signed that each of them is responsible for the total monthly payment due each month and that if one does not pay, they are all responsible and can be evicted.

AGENT FOR FIRST SITE, LTD.	DATE
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**LEASE INFORMATION CHECKLIST**

Apartment address: \_\_\_\_\_ Apt. # \_\_\_\_\_

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** I understand and agree with the lease and all questions have been answered to my satisfaction.

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** I understand and agree that the lease is binding from the moment that I have signed the lease. If for any reason I am unable to or choose not to take possession of the apartment, I am still liable for any and all charges that come due under the lease.

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** I understand and agree that the lease I signed is based on \_\_\_\_\_ person occupancy and I am only guaranteed that apartment when all individuals sign the lease. First Site, LTD will only hold the above mentioned apartment for 30 days without all signatories. If all individuals do not sign within 30 days, my obligations under the lease are not terminated.

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** I understand and agree that I am required to have a qualified third party guaranty my lease or the total amount of payment pursuant to the lease shall be due within 15 days from the date I sign said lease or prior to occupancy, whichever occurs first, and prior to taking possession of the apartment.

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** I understand and agree and have initialed my payment plan and understand when my payments are due and that if payments are not paid on time, there is a 10 % late fee assessed to my account. I further understand that no reminders will be sent prior to payment due dates.

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** I understand and agree that the lease is a joint lease and that I am jointly and severally liable for all charges and payments. Meaning that I am liable for the total amount due under the lease. If one or all roommates do not make a payment, I am responsible for that payment.

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** I understand and agree that the above mentioned apartment is only guaranteed \_\_\_\_\_ parking spaces regardless of the number of residents in the apartment. It is between the roommates who will receive those parking spaces; First Site, LTD will not be involved in roommate parking disputes.

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** I understand and agree that I will not be allowed to move into the leased premises unless account is current and guaranties have been received from all lessees.

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** I understand and agree that the Early Move-In Waiver must be signed prior to March 1, 2017 by all lessees in order to participate in Early Move-In. **A fee will apply.**

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** I understand and agree that an appointment must be made to pick up keys and that walk-in appointments are not allowed.

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** I understand and agree that no verbal agreements have been made. Any promises between the lessor and lessees are in writing and I have received a copy of all additional agreements.

**I have received a copy of all initialed items listed below:**

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** Copy of Lease

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** Copy of my payment plan

1.\_\_\_\_ 2.\_\_\_\_ 3.\_\_\_\_ 4.\_\_\_\_ **LESSEE'S INITIALS:** A Guaranty of Lease form (This will also be mailed to the co-signer/guarantor you selected)

The below signed have read and initialed all points that directly apply to him or her and further agree that all their questions have been answered thoroughly.

- 1. Lessee \_\_\_\_\_ Date \_\_\_\_\_
- 2. Lessee \_\_\_\_\_ Date \_\_\_\_\_
- 3. Lessee \_\_\_\_\_ Date \_\_\_\_\_
- 4. Lessee \_\_\_\_\_ Date \_\_\_\_\_



## Security Deposit Returns

All residents on the lease will receive all information related to your security deposit return electronically. This will include a summary page showing all charges assessed and broken down by residents for your convenience. For joint leases, all residents and guarantors are jointly responsible for the total amount due for the unit.

Your security deposit summary will be uploaded to your online **Resident Portal** within 30 days of the date of your move-out inspection. A notification will be sent via text message and/or email when we have uploaded this information onto your online **Resident Portal**. Any refund checks will be mailed to the address on the signature line of your lease. It is your responsibility to provide and update phone numbers, email, and home addresses.

If you encounter any issues logging-in to your resident portal, contact our office at your convenience.

Your signature below acknowledges your receipt and approval of the aforesaid procedure to be followed by First Site, Ltd. for security deposit returns.

_____ Lessees	_____ Date
_____ Lessees	_____ Date
_____ Lessees	_____ Date
_____ Lessees	_____ Date
_____ Licensed Leasing Agent	_____ Date

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**Initials**



**Sign**



**Sign**





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\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**Initials**



**Sign**



**Sign**

