

First Site

LEASE AGREEMENT

138 E. Beaufort St. ♦ Normal, Illinois 61761 ♦ 309.888.4444

DATE OF LEASE	LEASE BEGINS	LEASE ENDS	MONTHLY RENT	SECURITY DEPOSIT

NAME: _____ ADDRESS: _____

In consideration of the mutual agreements and covenants set forth below LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR for a private dwelling, the apartment designated above for the above term. All parties listed above as LESSOR and LESSEE herein referred to individually and collectively as LESSOR and LESSEE respectively.

- RENT:** LESSEE shall, on the first day of each month, pay to LESSOR in advance the rent set forth above. A late fee of **10% of the rent due** will be charged if rent has not been received in the office of FIRST SITE, LTD. on or before the 5th day of each month. There will be a \$75.00 service charge for any check returned by the bank for any reason and LESSEE agrees he shall pay the amount of any such check plus service charges within three (3) days of receiving notice of its dishonor or he shall be in default of the Lease Agreement. 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 utilities. Upon breach of any terms of this lease, all future lease payments shall be accelerated and become immediately due and owing. An additional \$75.00 fee will be assessed and become due upon the service of each five (5) day statutory notice served upon LESSEE.
- RESIDENT RESERVE ACCOUNT:** In addition to the payments set forth herein for rent, LESSEE shall, upon execution hereof, deposit with LESSOR the sum of \$ _____ to be applied against damages to any part of the premises leased hereby; or to the furnishings therein and to the common hallways, stairwells and other common areas contiguous to LESSEE's apartment, unpaid utility bills, unpaid rent, cleaning expense upon vacation by LESSEE, or any other expense caused by LESSEE to LESSOR. Said deposit shall be applied to any of the aforesaid losses related to the aforesaid unit unless such damage is paid for prior to the end of the term. Refunds shall be made after inspection of the premises as provided by law. LESSOR and/or AGENT'S assessment of any such loss or damage shall be binding upon the parties hereto.
- CONDITION OF APARTMENT:** LESSEE has examined the apartment and acknowledges that, except for the work LESSOR has agreed to do in the application or other in writing, LESSEE is satisfied with the present condition of the apartment and neither LESSOR or LESSEE'S agent have made any representations or promises concerning the physical condition except those specifically set forth in the Lease.
- USE AND CARE OF THE PREMISES**
 - Said premises shall be used by 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 to a two (2) day stay. **NO OTHER PERSON(S) SHALL OCCUPY SAID PREMISES FOR MORE THAN TEN DAYS, IN TOTAL, DURING THE TERM OF THE LEASE.**
 - LESSEE shall be liable for any damage to the premises or the furnishings and appliances within said unit. 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, cost or expense occasioned by LESSEE's failure to do so shall be charged against the aforesaid bond. LESSOR and/or AGENT's decision as to said condition, and the necessity of expense to render said unit in a usable condition shall be binding upon the parties hereto.
 - LESSEE shall have a period of fourteen (14) days from their initial possession date to notify LESSOR in writing of any pests in the leased premises, including bed bugs. LESSOR shall treat the leased premises for pests at its own expense if such notice is received within the fourteen (14) day notice period. However, if no such notice is received from the LESSEE within the fourteen (14) day period, any future cost of treatment for pests, including bed bugs, shall be at the expense of the LESSEE.
 - 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.
 - Without limiting the activities or uses otherwise prohibited by this Lease, the following activities are specifically prohibited:
 - NO PETS SHALL BE PERMITTED UPON THE PREMISES.** LESSOR may remove pets without notice. LESSOR is not responsible for removed pets and may release to outdoors. There is a \$550 fine per occurrence per animal, plus any cost associated with restoring the apartment from pet damage.
 - No clothes, wearing apparel, flags etc. shall be hung out of doors or out of the confines of said unit.
 - No pictures or other objects shall be hung or suspended within said unit, except with approved hooks.
 - 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.
 - Padlocks, chain locks or locks of any type on any door exterior or interior are prohibited except locks installed by LESSOR.
 - LESSEE agrees to abide by Town 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.
 - LESSEE may not make changes, temporary or permanent, to the unit/building nor install air conditioner or a satellite dish without prior written consent of LESSOR. Unauthorized satellite dishes can be removed at anytime. No personal belongings are allowed in common areas or outside of unit.
 - 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 Parking Ordinances. Unless otherwise stated, parking will be limited to 1 space per apartment.
 - LESSEE is responsible for putting out garbage and returning cans to storage in compliance with municipal regulations governing such actions.
- TENANT SHALL NOT SUBLET** apartment without prior written consent of landlord. There will be a \$325.00 sublease fee to be paid at the time of signing of said sublease.
- LOCK-OUTS AND ENTRY:** LESSEE agrees that he will be liable for a service charge in the event the LESSOR is required to close or reopen the leasehold premises at the request of LESSEE or of government authorities. The LESSEE agrees that at reasonable times prior to the termination of this Lease, the LESSOR, its agent and the municipal 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.
- CHANGE OR TERMINATION OF LEASE:** After expiration of the term of this lease as aforesaid, or the expiration for any subsequent lease term to which the parties have assented pursuant to the provisions of paragraph eight, this tenancy may be terminated at any time by mutual consent of the parties, or by either party giving notice to the other not less than thirty (30) days from the first of the month before the date desired to terminate. Any provision of this lease may be changed by LESSOR in like manner. The LESSEE further covenants with OWNER that at the expiration of the time mentioned in this LEASE, peaceable possession of said premises shall be given to LESSOR in as good a condition as they now are, the usual wear, inevitable accidents and loss by fire excepted, and upon non-payment of the whole or any portion of the rent services charges and late fees when the same is above promised to be paid, the LESSOR may accelerate the balance due or to become due during the term of this Lease Agreement so that it is immediately due.
- AUTOMATIC RENEWABILITY:** THIS LEASE IS AUTOMATICALLY RENEWABLE. LESSEE agrees that he shall give written notice to LESSOR thirty (30) days prior to the end of the lease term if he does not desire such renewal and that his failure to give such notice shall be deemed an assent to such renewal for an additional subsequent thirty (30) day period upon the conditions herein provided. The rent will automatically increase to \$ _____ unless otherwise stated in writing.
- PERSONAL PROPERTY:** LESSEE is responsible for his own insurance on personal property. LESSOR shall have no liability for loss, damage or destruction thereof. Lessor may remove and store at the expense of the LESSEE all property found contained herein, after move-out or abandonment of the unit by leasee.
- JOINT RENTAL RESPONSIBILITY:** The term of LESSEE used herein shall be construed to mean LESSEES whenever there is more than one tenant. This agreement shall have joint and several liability as to all LESSEES. It being the understanding that **EACH LESSEE SHALL BE INDIVIDUALLY LIABLE FOR ANY AND ALL CHARGES AND RENTAL PAYMENTS** due and owing and that all LESSEES shall be liable until such payments are made.
- UTILITIES AND FURNISHINGS:** 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 is responsible for all other utilities and furnishings. Lessee shall maintain active utility accounts in their unit, including electric and gas, and shall keep temperatures above 60 degrees in the unit at all times. Failure to do so shall be deemed a breach of this Lease.
- ATTORNEY FEE & 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 for all the court and legal costs incurred by the LESSOR. LESSEE agrees to pay either minimum attorney's fees of \$700.00 plus \$200.00 per hour for legal fees in excess of 3 hours, or thirty percent (30%) of the total amount due for LESSEE under this lease, which ever amount is greater. The aforesaid fees shall be due whether or not litigation is commenced by LESSOR. LESSEE agrees that said attorney fees or 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, if LESSEE'S outstanding balance to LESSOR is past due over thirty (30) days.
NOTICES: 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 the leased premises; or by certified mail addressed to the LESSEE at leased premises, return receipt requested; LESSEE acknowledges that if the notice by certified mail is returned to the LESSOR with a notation that deliver was refused or unclaimed, it shall be deemed constructive legal notice; or by posting it upon the door of the leased premises if no authorized person under the lease is in possession of the unit.
- SPECIAL PROVISION:**
- This Lease Agreement expresses the whole and entire agreement between the parties with reference to the premises, and it cannot be modified or changed by any oral or verbal promise by whosoever made, unless said modification is reduced to writing and acknowledged by he signatures of the parties hereto.
- It is illegal and against First Site's policy to discriminate on the basis of one's membership to a protected class. These classes being race, color, religion, national origin, sex, ancestry, 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 and 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.
- Any provision hereof found to be unconscionable or to conflict with the Illinois Revised Statutes shall be void and of no effect and shall not effect in any way the remaining provisions of this Lease Agreement.

By: _____ First Site, LTD. _____ LESSEE(S) _____ LESSEE(S) _____