



the right of Lessor to commence legal action for payment of rent due in the event of non-payment of rent or for breach of any other covenant under this lease. Lessee further agrees that in the event Lessee breaches this lease by failure to pay rent, or by failure to perform any of the other terms, covenants, or conditions contained herein, Lessor may apply the deposit towards the damage sustained by Lessor arising out of such breach in addition to the application of same to physical damages to the premises. The right of Lessor to apply the deposit shall in no way affect Lessor's right or ability to proceed against Lessee for the collection of additional damages sustained by Lessor arising out of the breach of the lease or for the damages done to the leased premises by and through Lessee.

The refund of the deposit is subject to the following:

- The full term of the lease and/or any extension thereof shall have expired.
- There is no damage to demised premises or to Lessor's property except normal wear and tear.
- The entire apartment, including range, refrigerator, kitchen, bath, closets, all drawers, etc. shall be clean.
- No tape or adhesive fastener marks are left on the painted walls.
- There are no unpaid late charges, maintenance charges, or delinquent rent.
- All issued keys have been returned.
- All debris, rubbish and discards have been removed from the premises.
- All personal belongings and furnishings have been removed from the premises.
- Correct forwarding address has been left with the Agent.
- There has been full compliance by Lessee with all lease terms, covenants, and house rules.

Lessee acknowledges that with respect to cleaning and maintenance charges Lessor maintains a schedule of flat rate charges for the most common and recurring cleaning and maintenance tasks. Lessee further acknowledges that this schedule is available for inspection at Agent's offices during regular business hours. Lessee understands and agrees to pay cleaning and maintenance charges to Lessor in accordance with this schedule. Lessee also agrees to pay Lessor's cost to have any and all carpets on premise steam cleaned. Lessee further agrees that any work not specifically provided for on the schedule will be billed to and paid by Lessee at the rate of **\$35.00** per man hour or if the work is performed by independent contractors, Lessee will be billed at the cost to Lessor.

2. FURNISHINGS: Lessor agrees to furnish the leased premises with the following: **«F19»**
3. PETS: Lessee hereby acknowledges that no pets are allowed under any circumstances at any time, without Lessor's prior written consent. Lessor's consent, once given, may be revoked at any time. In the event a pet is on the leased premises in violation thereof, Lessee hereby agrees to pay a fine of **\$250.00** as liquidated damages and an additional fine of **\$50.00** per day for each day, or part thereof, the pet is on the leased premises in violation thereof. The Lessor allows aquariums and caged birds.
4. USE, SUBLET, ASSIGNMENT: Lessee agrees that the leased premises, or any part thereof, shall not be assigned, sub-let, or permitted to be used for any purpose other than the above mentioned without the written consent of Lessor. Lessee understands that any permitted assignment or sublease will not release Lessee from liability for rent or other obligations due hereunder, and that Lessee expressly remains liable for payment of rent and full performance of all terms and provisions of this lease in the event of any default by any assignee or sub lessee.
5. UTILITIES: Lessor shall provide sanitary district charges and sanitary hauling for the leased premises. Lessee hereby authorizes the AmerenIP to provide a utility consumption report to the Lessor at any time and without further written authorization. Furthermore, Lessor agrees to furnish and pay for **«F18»** for the leased premises. **Lessee agrees to contact all the applicable utility companies before the lease start date of the leased premises to have the necessary utilities transferred to the name of Lessee, or any subsequent sub lessee, for the entire term of this lease.** If the Lessee, or any subsequent sublessee, fails to transfer any utilities not provided by Lessor to the name of the Lessee or sublessee for any duration of possession, Lessee will be billed a \$25.00 processing fee per bill received by Lessor.
6. MAINTENANCE: Lessor agrees to maintain the premises in accordance with all applicable building and maintenance codes and further agrees to promptly repair all reasonable repairs to the premises, appliances, and furnishings, at Lessor's sole expense, except damages caused by the negligence of Lessee or Lessee's agents or guests.
7. PEST CONTROL: Lessor agrees to provide for the extermination of insects, rodents, and vermin as necessary upon the request of the Lessee.
8. BUILDING AND GROUNDS: Lessor will cause the house to be generally cared for, and will provide for the maintenance of the landscaped areas, accidents and unavoidable delays excepted. Lessee shall be responsible for snow removal of sidewalks and driveways at their own discretion. Lessee agrees to keep the yards and grounds free from debris including but not limited to cups, cans, and bottles. Lessor reserves the right to remove such debris at Lessee's expense at a rate of **\$30.00** per hour.
9. NOISES AND PARTIES: It is agreed that Lessee will not permit any unlawful acts or cause or permit any loud, boisterous, or unseemly noises or actions or loud stereo in or about said premises that would be objectionable to other Lessees, Lessor or surrounding property dwellers. In the event the City of Champaign levies any fines against Lessor as a direct consequence of Lessee's failure to comply with any law, rule or ordinance shall be the responsibility of Lessee to pay and will be billed to Lessee's account.
10. LIMITATION OF LIABILITY: It is agreed that Lessor shall not be held liable for damage if Lessor cannot give possession of the described house on the day herein specified in the event of a holdover tenant; Lessor however, will credit Lessee with an amount equal to **«F16»** for every day Lessee is prevented from possession of the described apartment, the receipt of which credit shall be Lessee's sole remedy and recourse in the event of Lessor's inability to deliver possession on the day specified, except that Lessee may elect to void this lease if Lessor cannot give possession of the described house within fourteen days of the aforementioned lease start date. Lessee agrees that (i) Lessee shall not be entitled to any reduction in rent due to mold located in or about the building or in the leased premises, and (ii) Lessor shall not be liable for any injury or illness to person or loss or damage to Lessee's property which may be directly or indirectly caused by mold located in or about the building or in the leased premises. Lessor shall not be liable for any loss caused by defects in the building or in the leased premises, unless due to Lessor's neglect, or any accidental damage to the personal property of Lessee in or about the building or leased premises, from water, rain, or snow which may leak into, issue or flow from any part of the building or leased premises, or from pipes or plumbing works of the same, or any other cause. Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time unless they result from the Lessor's negligence. Lessee agrees that Lessee, all of Lessee's guests and invitees, and all personal property in the premises or elsewhere in or about the building shall be at the risk of the Lessee only, and Lessee will carry such insurance, as Lessee deems necessary therefore. Lessor is not the insurer of Lessee's person, guests or invitees, or personal property.
11. CONDITION OF PREMISES: Lessee acknowledges and recognizes that Lessee will be receiving, shortly after occupancy of the leased premises, a checklist prepared by Lessor describing the condition of the premises at the time of Lessee's possession. Lessee agrees to return said checklist to Lessor within one week of receipt, noting any discrepancies in the condition of the house not indicated on said checklist. Lessee understands that if the checklist is not returned to Lessor within one week of Lessee's receipt of the same, it shall be presumed for the purpose of this lease that said checklist adequately describes the condition of the premises at the time of Lessee's at the time of Lessee's possession. Lessee covenants that Lessee will keep said premises in good repair and will keep said premises and appurtenances in a clean and sanitary condition. If damage other than reasonable wear and tear occurs to the leased premises or furnishings therein, Lessee agrees to notify Lessor of such damages. If such damages are caused by the negligence of Lessee, Lessee's agents or guests, the cost of such repairs shall be immediately be paid to Lessor by Lessee, including the cost of repair of damage to other portions of the building, if any, caused by such negligence. Lessor shall thereafter repair such damages. If property of the Lessor or the property of third

parties is damaged or if any person suffers bodily injury and such damages or injury are due to the actions or inactions of the Lessee, the Lessee's guests or invitees, then Lessee shall indemnify and hold harmless the Lessor and Lessors' agents or employees for any such damages or injuries including but not limited to the reasonable costs of defense.

12. **RETURN OF POSSESSION:** Lessee agrees to quit and surrender the leased premises at the end of the term in as good a condition as upon delivery of possession to Lessee, reasonable wear and tear excepted, and shall return all keys for the same. Lessee hereby acknowledges and agrees that there will be a **\$10.00** charge for each key which Lessee fails to return, and that a **\$90.00** lock rotation charge, for each entry deadbolt, will be assessed if any of the original house door keys are not returned. Duplicated keys will not be accepted. If Lessee fails to restore the leased premises to a clean and sanitary condition then Lessor shall perform such cleaning and charge Lessee in accordance with Section 1 above. Lessee further agrees that at the termination of this lease, by lapse of time or otherwise, to yield up immediate possession of the premises to Lessor and failing to do so, to pay as liquidated damages, for the whole time such possession is withheld, the sum of **«F17»** such sum being twice the daily rental, as provided by law; but the provisions of this paragraph shall not be held as a waiver by said Lessor of any right of reentry hereinafter set forth; nor shall the receipt of said rent, or any part thereof, or any other act in apparent affirmation of the tenancy, operate as a waiver of the right to forfeit this lease and the term herein. Also the failure to yield up immediate possession upon such lapse shall constitute a forcible detainer.
13. **MANAGEMENT-INSURANCE CARRIER:** Roland Realty, Inc. is the Agent responsible for managing the leased premises. Their office is at 901 S. First St., Champaign, Illinois 61820. Their telephone number is (217) 351-8900. The independent insurance carrier handling the insurance on the building is Brown, Hobbs & McMurray Insurance and their address is 118 S. Race St., Urbana, IL 61801. Their telephone number is (217) 367.4011.
14. **DEFAULT:** If Lessee should fail to make any payment due as required herein in a timely fashion or should breach any of the other covenants or agreements herein contained to be kept by Lessee or Lessee's assigns, then Lessee shall be in default of this lease agreement. Any default by Lessee of this agreement shall entitle the Lessor to all of the rights, benefits, and remedies available pursuant to law, including but not limited to the right to terminate Lessee's possession, to terminate this Agreement or any Agreement incorporated herein, to recover actual damages, seek specific performance, as well as the rights and remedies described specifically in this Agreement. In describing Lessor's remedies in the event of a default, it is the parties' intent that these remedies shall be cumulative and not exclusive.
15. **ACCELERATION:** If a default should be made in the payment of the rent above reserved, or any portion thereof, or any of the covenants or agreements herein contained to be kept by Lessee or by Lessee's assign, and this lease shall thereafter be terminated by Lessor because of such balance or default, Lessor shall then be entitled to recover immediately as a component of his damages, and amount equal to the unpaid rental for the balance of the rental term. Any net sums received by Lessor in reletting the leased premises during the unexpired term of this agreement will be credited to Lessee's account or, if said account is satisfied, refunded to Lessee.
16. **RIGHT OF RE-ENTRY:** It is expressly agreed between the parties, that if default be made in payment of the rent above reserved, or any portion thereof, or in any of the covenants and agreements herein contained to be kept by Lessee or Lessee's assigns, it shall be lawful for Lessor or his legal representatives to enter into or upon said premises, with process of law, and repossess the same; and in order to enforce a forfeiture for non-payment of rent, it shall not be necessary to make a demand on the same day the rent shall be due but a demand for refusal or failure to pay at any time on the same day or at any time on a subsequent day, shall be sufficient; and after each such default shall be made, Lessee and all persons in possession under Lessee, shall be deemed guilty of forcible detainer of said premises under the statutes of the State of Illinois. In addition to any other rights which Lessor may have pursuant to law, if Lessor exercises the foregoing right of re-entry and the leased premises has been abandoned, deserted, or vacated for five days successively, Lessee hereby authorizes Lessor and Lessee's agent to re-enter the leased premises, and remove all of Lessee's articles found therein, place them in regular storage warehouse or other suitable storage plant at the cost of Lessee, and proceed to re-rent the leased premises at Lessor's option and discretion and apply any money so received after paying the expenses of the aforesaid removal toward the rent accruing under this agreement. This authorization shall not in any way be construed as requiring any compliance herewith on the part of the Lessor.  
  
The obligation of Lessee to pay the rent specified herein during the full term of the lease, or any extension of this lease or any holdover tenancy, shall not be deemed to be waived, released or terminated by the service of any five day notice, demand for possession, notice that the tenancy herein stated will be terminated on the date herein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the demised premises. It is further agreed by the parties hereto, that after service of the notice or the commencement of a suit or after final judgment for possession of the premises, Lessor may receive and collect any rent due, and payment of said rent shall not waive or affect said notice, said suit, or said judgment.
17. **PAYMENT OF COSTS:** Lessor and Lessee hereby acknowledge and agree that if either Lessor or Lessee shall at any time be compelled to pay any sums of money for expenses, court costs or reasonable attorney's fees in an attempt to enforce any provision of this lease, then the sum so paid by Lessee or Lessor shall, upon the judgment of the court, be deemed in favor of the prevailing party and shall be immediately due and payable.
18. **LOSS BY FIRE:** Lessee agrees that in case the premises shall be rendered untenable by fire or other causality, Lessor, may at the Lessor's option, terminate this lease agreement or repair said premises within (30) days. If Lessor does not repair said premises within said period, or if the building containing said premises is wholly destroyed, then the term hereby created shall cease and terminate. Lessor agrees to give written notices of its intent to repair the leased premises not later than (14) days following the fire or other causality damaging the leased premises. If the fire was caused by the actions or negligence of the Lessee, the Lessee agrees to indemnify the Lessor for all of Lessor's damages, including but not limited to damage to the building or other improvements, but also the Lessor's loss of rent from other apartment(s) and adjacent Lessor owned or managed property damaged in the fire for a period of not more than twelve months. Lessee shall indemnify Lessor for all damage or injuries suffered by Lessor which were caused or contributed to in whole or in part by any act or omission of Lessee or Lessee's invitees or guests resulting in fire or fire related damage to Lessor's premises, including but not limited to damages for loss of income from Lessor's apartments or other property, other than that leased to Lessee, if such other apartments were damaged by such fire. Rent paid by Lessee is not to be considered as a contribution to any insurance coverage premium paid by Lessor to an insurer providing coverage to Lessor for damage by fire to Lessor's premises leased to Lessee.
19. **PLURAL SUCCESSORS:** The words Lessor and Lessee when ever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to the lease; and all the covenants herein contained shall be binding upon and inure to their respective successors, heirs, executors, administrators and assigns and shall be his/her or their attorney or agent.
20. **WAIVER OF DEFAULT:** No failure on the part of Lessor to enforce any rights accruing to Lessor because of any default of Lessee in failing to perform promptly any of the provisions hereof, no matter how many times such failure to enforce such right may be waived by Lessor, shall operate as a waiver of any of the provisions of this lease, but the Lessor may at any time omit to take advantage of or waive any default in any of the provisions hereof without prejudice to Lessor's right to enforce each and all of the provisions of this lease with reference to other or subsequent defaults.
21. **SEVERABILITY:** If any clause, phrase, provision, portion of this lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such events shall not affect, impair, or render invalid or unenforceable the remainder of this lease, nor any other clause, phrase, provision or any portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

**22. USE OF PREMISES – BASEMENTS/ATTICS:** The premises hereby leased by Lessor to Lessee may contain within the demised premises a basement and/or attic area. Lessee specifically acknowledges and understands that Lessor has not represented to Lessee that all or any parts these areas may be occupied by the Lessee or their assigns as a bedroom or sleeping area. In fact, Lessee hereby acknowledges and agrees that said areas are not being leased by Lessor to Lessee for those purposes and it shall be Lessee's sole obligation to occupy the leased premises in accordance with all applicable building, maintenance and occupancy codes. Lessee further understands that in many such instances such codes prohibit the location of bedroom or sleeping areas or sleeping rooms in such areas of the demised premises.

Initials: \_\_\_\_\_

## RULES AND REGULATIONS

1. Lessee agrees not to paint or decorate the walls floors or woodwork in the leased premises; agrees not to change the location of the telephone or cablevision, agrees not to make any repairs, alterations, whatsoever, agrees not to add any shelves, cupboards, doors, etc. without the permission and supervision of Lessor; and agrees not to remove any of Lessor's furniture.
2. Lessor shall have the right, by his agents or representatives, to enter the leased premises to examine the same, to make such repairs, alterations or pest control treatment as may be deemed necessary for the safety and preservation thereof, or to show the leased premises to persons wishing to lease the same. Lessor does agree to respect Lessee's right to privacy.
3. Pictures may be hung from the painted walls only by means of picture hooks and nails made for that purpose. Adhesive fasteners and tape shall not be used.
4. The above-described house is to be occupied by only those adults whose names appear hereon as Lessee.
5. If Lessee leaves the house for one or more days in freezing weather, Lessee shall leave the heating system operational with the thermostat at a setting no less than 55 degrees. Lessee shall be liable for any damage caused by freezing water pipes by failing to comply with this regulation.
6. Lessee agrees not to place hard objects, such as bottle caps, tab tops, pits of fresh fruit, etc., in the disposal for they will cause it to jam. Fibrous materials such as cigarettes, paper, banana skins, etc., will plug the disposal. In the event Lessor is called to fix a disposal and such materials are found therein, Lessor reserves the right to charge Lessee for the expense incurred.
7. Lessee agrees that no thread, string or rags, sanitary napkins, fruit parings or rubbish of any kind, will be allowed to enter the drainage, toilet or waste pipes, and the Lessee agrees to pay all damage or expenses incurred by such neglect.
8. Lessee agrees not to store personal items on any outdoor porch or in the yard. It is agreed that Lessor shall have the right to remove and store Lessee's personal items or to remove and dispose of rubbish left on any outdoor porch or in the yard at Lessee's sole expense.
9. Lessee agrees to test the smoke detector on the premises periodically and immediately notify Lessor in writing if said smoke detector is ever found not functioning properly. Lessee agrees not to tamper with the smoke detector, nor to deactivate the detector or remove the batteries therein. *Lessee shall incur a \$50.00 charge, if in fact, the smoke detector is deactivated or tampered with.* Testing and reporting non-operating detectors shall be Lessee's liability.
10. Lessee agrees not to have any fires or bonfires of any size or type on the premises at any time.
11. Lessee, on behalf of Lessee and Lessee's guests and invitees, agrees to use and occupy the leased premises in strict accordance with the laws, regulations and ordinances of the City of Champaign and the University of Illinois, including specifically those laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this regulation shall be a material breach of this lease. Neither Lessee nor Lessee's guests and invitees may possess or attempt to possess anywhere within or on the leased premises alcoholic liquor in "KEG" packaging in excess of 16 gallons without having first complied with all rules and regulations of the State of Illinois and the City of Champaign, including specifically the "Keg Ordinance", and without further obtaining the *prior written permission of Lessor*. Lessor reserves the right to withhold permission for any reason deemed acceptable to Lessor. *Absence of compliance with the aforementioned regulations of this paragraph shall be deemed a material breach of the house lease, and in addition to any other remedy allowed in this lease, shall subject the Lessee to a fine of \$150.00 and/or eviction.*

## 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 (initial)

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead based paint hazards are present in the housing (explain):

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

Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housings.

\_\_\_\_\_ (b) Records and Reports available to Lessor (check one below):

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):

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

Lessor has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the housing.

